

AGREEMENT FOR CONTRACTOR SERVICES

This agreement between Uniti Med LLC “Uniti Med”, a Nebraska limited liability company, and “Client”, Sauk County Health Care Center, is effective as of *(date)*:_____.
“Uniti Med” includes Uniti Med, Partners LLC and all legal divisions or LLC’s of Uniti Med, Partners LLC.

Uniti Med is a healthcare staffing company specializing in contracts for healthcare delivery organizations that have staffing needs. WHEREAS, Client desires to engage Uniti Med to provide such temporary healthcare staffing services, and Uniti Med desires to provide such services pursuant to the terms, conditions and provisions of this Agreement.

WHEREAS Uniti Med and Client desire to enter into this Agreement to provide a full statement of their respective responsibilities in connection with the provision of temporary healthcare staffing services. NOW, THEREFORE, in consideration of the mutual promises hereinafter recited, the parties agree to the following terms and conditions:

1. Submission Process.

To obtain an Assigned Employee (defined below) for a defined staffing need, the parties shall follow the agreed upon procedure set forth in this Section:

- a. Client will outline its staffing needs, including the desired qualifications, requirements and particular providers by specialty (*referred to as “Assigned Employees”*).
- b. Uniti Med will present Client with profiles and resumes of Assigned Employees, who, in Uniti Med’s reasonable assessment, meet the qualifications and requirements outlined by the Client. Uniti Med will use commercially reasonable efforts to provide accurate, current and complete information regarding the Assigned Employees and any and all information reasonably requested by Client.
- c. Client will review profiles and resumes submitted by Uniti Med, coordinate a phone interview of the Assigned Employees by an individual with decision-making authority, and make a determination whether to accept (or decline) the Assigned Employees.
- d. After Client accepts the Assigned Employees, Client will provide Uniti Med with an e-mail confirmation of the acceptance.
- e. Uniti Med will verify the assignment by sending a confirmation sheet to Client, which outlines the pertinent details of the assignment (for example; start and end dates, location, shifts and floating requirements, etc.).

2. Uniti Med Duties and Responsibilities. Uniti Med will:

- a. Pay Assigned Employees’ wages and provide other benefits as Uniti Med deems appropriate, and pay, withhold and transmit payroll taxes, provide unemployment insurance and workers’ compensation in an amount no less than required by law, and handle workers’ compensation and unemployment claims involving Assigned Employees;
- b. Ensure Assigned Employees are legally authorized to work in the country they are being employed.
- c. Require Assigned Employees to acknowledge that they are not entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by Client to its employees;

- d. Require Assigned Employees to acknowledge the confidentiality of Client's information before they begin their assignments with Client.
- e. Provide Client with such reports as Client may reasonably request pertaining to Assigned Employees.
- f. Not guarantee the quality or outcome of the work performed by Assigned Employees while under Client's direction and supervision; and
- g. Not be responsible for the actions or inactions of Assigned Employees while under Client's direction and supervision.

3. Uniti Med represents that:

- a. It is responsible for all required training of Assigned Employees under state, federal and local laws, including those regarding anti-harassment, anti-retaliation, anti-discrimination, workplace safety training and any other applicable laws:
- b. It has, and during the term of this Agreement, shall maintain anti-harassment, anti-retaliation and anti-discrimination policies, and appropriate complaint procedures in place.
- c. It is responsible for all pre-employment screening and testing of Assigned Employees, as may be required or allowed by law, including, but not limited to, Form I-9 verification, criminal background checks, drug screens, health screens, industry-specific checks and related recordkeeping.
- d. It is responsible for requiring Assigned Employees to secure and maintain the necessary professional licensure, registration and certification to provide the services under this Agreement.
- e. It will provide Client with any other documentation as may be reasonable requested by Client (e.g., recent performance evaluations, verification of recent work references, evidence of minimum work history, etc.), and,
- f. It is responsible for performance managing, disciplining and terminating its Assigned Employees.

3.2 Uniti Med represents that Assigned Employees will have the qualifications specified by Client. If Client finds Assigned Employee's qualifications or general work-related behavior lacking, or an incident involving an Assigned Employee, it shall advise Uniti Med, by e-mail, within 24 hours of discovering the insufficiency or incident. The parties will then engage in commercially reasonable efforts, not to exceed thirty (30) business days, to address and correct the insufficiency. If, after the parties have exhausted all commercially reasonable efforts, the insufficiency continues and is not corrected, Uniti Med will make reasonable efforts to replace the Assigned Employee (s) as soon as practical. Client agrees to reasonably cooperate with Uniti Med to conduct an investigation on the Assigned Employee's role, to identify the causes and to propose actions that can be implemented to prevent future incidents.

3.3 At all times during the term of this Agreement, Uniti Med shall, at its sole cost and expense, cover its staffing operations for Client with at least the following types and limits of insurance or other coverage, and shall provide Client with proof of such coverage on Client's reasonable request: general liability insurance with limits of One Million US Dollars (\$1,000,000) per occurrence and Three Million US Dollars (\$3,000,000) annual aggregate; professional liability insurance with limits of One Million US Dollars (\$1,000,000) per occurrence and Three Million US Dollars (\$3,000,000) annual aggregate; and applicable state statutory limits for workers compensation.

4. Client Duties and Responsibilities – Client shall:

- a. Inform Assigned Employees of the Client’s work to be performed, and Client shall be responsible for its business operations, products, services and intellectual property.
- b. Properly supervise, safeguard and control its premises, processes and systems, and not entrust Assigned Employees with unattended premises, property or other valuables without Uniti Med’s express prior written approval.
- c. Provide Assigned Employees with a safe workplace and necessary and appropriate equipment.
- d. Provide Assigned Employees with a copy of the applicable job description and provide appropriate orientation, education and training regarding Client’s facility, rules, regulations, policies and Procedures before the first day of work.
- e. Be responsible for ensuring that Assigned Employees follow and comply with Client’s rules, regulations, policies and procedures.
- f. Direct and supervise Assigned Employees’ work and activities during all times that the Assigned Employees are working at Client’s facility.
- g. Utilize the services of the Assigned Employees for the entire length of the assignment.
- h. Pay Uniti Med for all invoiced amounts, including, but not limited to, any and all services rendered by the Assigned Employees.
- i. Exclude Assigned Employees from Client’s benefits plans, policies and practices and not make any offer or promise relating to Assigned Employees’ compensation or benefits.
- j. Not change Assigned Employees’ job duties or assignment without Uniti Med’s express prior written approval.

5. Term and Termination and Notices.

- a. This Agreement shall commence on the Effective Date (“Initial Term”). Thereafter, this Agreement shall automatically renew for successive one (1) year terms, with no expiration terms, unless sooner terminated as provided in this Agreement.
- b. This Agreement may be terminated by either party upon thirty (30) days’ advance written notice to the other party.
- c. Either party may terminate this Agreement, effective upon written notice to the other party (the “Defaulting Party”), if the Defaulting Party:
 - i. Fails to make any payment required under the Agreement or any invoice issued pursuant to this Agreement, including, but not limited to, any payment on account of services performed by any Assigned Employee;
 - ii. Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; or
- d. i) becomes insolvent or admits its inability to its debts generally as they become due; ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty –five (45) days after filing; (iii) is dissolved or liquidated or takes any corporate action for

- such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court or competent jurisdiction to take charge or sell any material portion of its property or business.
- e. In the event this Agreement is terminated by Uniti Med pursuant to terms of Section 5, Uniti Med shall be immediately entitled to:
- i. a) Remove all Assigned Employees from Client's facilities or otherwise terminate the services provided by the Assigned Employees; b) Declare all sums due from Client to Uniti Med to be due and payable; c) require Client to pay all of Uniti Med's costs and fees arising out of related to Client's breach termination of this Agreement, and collection of all amounts due hereunder, including, but not limited to, court costs, reasonable attorney fees, rent, per diem, travel expenses or other costs incurred by UnitiMed and/or Assigned Employee as a result of the Assigned Employee's placement at Client's facility; and
- f. Take any other action authorized at law or equity.

The provisions of this Section are not exclusive and may be exercised concurrently, or in any order. Uniti Med's failure to exercise any remedy provided hereunder shall not constitute a waiver of its right to exercise the same.

5.2 Any notice required to be given to either party by this agreement shall be in e-mail and delivered, read receipts requested to katie.weber@unitimed.com

6. Terms and Conditions

- a. Uniti Med shall invoice Client for services provided in accordance with this Agreement on a weekly basis at the hourly rates set forth on **Exhibit A**, which is made a part of this Agreement and incorporated herein by reference. The hourly rates shall be billed in quarter hour increments. The hourly rates will be inclusive or "direct bill" based on the request of Client. Client agrees to pay all invoices in accordance with the terms of this Agreement and those set out in said invoices.
- b. Payment is due within thirty (30) days of the date of the invoice. Invoices shall be accompanied by Assigned Employees' times slip. Client is responsible for reviewing and approving Assigned Employees' time slips on a weekly basis. Client's signature on the time slips submitted by Assigned Employees certifies that: the hours shown are correct, the hours are correctly documented, the work was permitted to Client's satisfaction (without error or mistake), and Uniti Med is allowed to bill Client for those hours. If any portion of any invoice is disputed, Client shall pay the undisputed portion as the parties attempt to resolve any disputed amounts. Invoices are to be sent electronically to accounting@unitimed.com.
Subject: Client Name, Invoice, Month, Year.
- c. Client agrees to pay interest on any amount due hereunder, which is not paid on or before the date said amount is due as set out herein or in any invoice issued by Uniti Med to Client, at the compounded rate of 1.5% per month (annual percentage of 18%) or the maximum legal rate, whichever is higher, calculated from the date of the receipt.

- d. Client agrees to notify Uniti Med immediately if any Assigned Employee performs work under a state, provincial, county or federal/national government contract, and agrees to pay Uniti Med a price differential to reflect the higher wages that may be due any such Assigned Employee by reason of any state or federal requirements or contract specifications.
- e. Client guarantees each Assigned Employee a minimum of either 36 hours per week of work (12-hour shifts) or 40 hours per week of work (8-10 hour shifts). All scheduled shifts will be considered guaranteed by Client.

7. Floating.

- a. In the event floating is needed or occurs, Client agrees to float Assigned Employees in accordance with its floating policies and procedures and the clinical experience of the Assigned Employees being asked to float. Client represents and warrants that its floating policies and procedures comply with The Joint Commission, including the provision of an appropriate orientation to a new unit.
- b. Client acknowledges and agrees that Assigned Employees have the right to contact Uniti Med in the event they are reassigned or floated to an area they do not feel competent in and/or to refuse accepting a float assignment if they do not have the requisite skills to perform a competent level of care.

8. Relationship of the Parties.

The services that Uniti Med renders to Client under this Agreement will be as an independent contractor with respect to Client. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee between Uniti Med and Client.

9. Cooperation.

Client and Uniti Med agree to reasonably cooperate and assist one another in the investigation and resolution of any complaints, claims, actions or proceedings that may be brought by or involve any of the Assigned Employees.

10. Dispute Resolution.

If a dispute arises out of the terms of this Agreement, the disputing party shall provide the other party with written notice as to the disputed action or inaction. The parties agree first to attempt in good faith resolve the dispute by informal discussion. If resolution is not reached through informal discussion, the parties shall, within forty-five (45) days of the first informal discussion attempt to settle the dispute by formal mediation. If the parties cannot otherwise agree upon a mediator and the place of the mediation within such forty-five (45) day period, the American Arbitration Association in the State of Nebraska shall administer the mediation. Such mediation shall occur no later than ninety (90) days after the dispute arises. All findings of fact and results of such mediation shall be written form prepared by such mediator and provided to each party to such mediation. In the event the parties are unable to resolve the dispute through formal mediation, the parties shall be entitled to seek any and all available legal remedies.

11. Remedies.

In the event of a breach or threatened breach by either party of any of the provisions of this Agreement, the parties hereby consent and agree that the non-breaching party shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual

damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security.

12. Attorneys' Fees.

In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

13. Indemnification.

- a. Unless otherwise specified herein, each party agrees to defend, indemnify and hold harmless the other party (including its officers, agents and employees) from and against claims, demands, liabilities and costs incurred by the indemnified party, including reasonable attorney's fees, arising out of or related to the indemnifying party's performance of any service or any other act or omission by or under the direction of the indemnifying party or its officers, agents or employees. However, if the enforcement of this indemnification provision will invalidate either party's insurance coverage, then this provision is not applicable, although any such inapplicability does not affect either party's right to pursue a claim for indemnification or contribution under common law.
- b. The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any claim, suit, action or proceeding and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such claim, suit, action or proceeding and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any claim, suit, action or proceeding in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent. The indemnified party's failure to perform any obligations under this Section shall not relieve the indemnifying party of its obligations under this Section except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate and observe the proceedings at its own expense.

14. Limitation of Liability.

- a. Except as otherwise provided in this Agreement, in no event shall either party be liable to the other or to any third party for any loss of use, revenue or profit, loss of data, or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of or related to breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.
- b. Except as otherwise provided in this Agreement, the total liability of Uniti Med to Client for any and all claims, losses, costs, damages of any nature whatsoever or claims/expenses from any causes, including attorney's fees and costs and expert witness fees and costs, arising out of or related to this Agreement shall not exceed the total amount paid by Client to Uniti Med under this Agreement during the twelve (12) month period prior to the event giving rise to such claim, loss, cost or damage. This limitation of liability was and is an expressed part of the bargain between the parties and was a controlling factor in setting the rates payable to Uniti Med hereunder.

15. Confidential Information.

Both parties may be given access to or acquire information, which is confidential and proprietary to the other party and/or its related entities and affiliates, clients and customers. Any and all such information obtained by either party or the Assigned Employees shall be deemed to be confidential and proprietary information. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purposes whatsoever other than the providing of services under this Agreement. The term “confidential and propriety information” as used in this Section, shall include, but not be limited to, Uniti Med’s pricing and rate information, its forms and agreements, and the identities, resumes and profiles of Uniti Med’s Assigned Employees. No knowledge, possession or use of Client’s confidential and proprietary information will be imputed to Uniti Med as a result of Assigned Employees’ access to such information.

16. Compliance with Law.

- a. Both parties represent and warrant to each other that they are in compliance with all applicable laws and that their performance under the Agreement shall comply with all applicable laws, and that it shall be deemed a material breach of the Agreement by either party if it shall fail to comply with the representation and warranty. If such a breach is not cured in accordance with the Agreement, the non-breaching party may immediately terminate the Agreement without penalty and without limiting any other rights and remedies set forth in the Agreement.
- b. Client and Uniti Med affirm and agree that they are equal opportunity employers and are in compliance with any and all applicable anti-discrimination laws, rules and regulations. Client and Uniti Med agree not to harass, discriminate against or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status or any other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment or retaliation. In the event of any complaint of unlawful discrimination, harassment or retaliation by any Assigned Employee, Client and Uniti Med agree to reasonably cooperate in the prompt investigation and resolution of such complaint.
- c. Client and Uniti Med affirm and agree that, for purposes of all statutory and regulatory requirements for employee leaves of absence, including, but not limited to, the Family and Medical Leave Act and any similar state or local law, Client and Uniti Med shall reasonably cooperate in compliance with any such requirements.
- d. As Client maintains and controls the facilities in which the Assigned Employees work, Client agrees that it is responsible for maintaining a safe workplace in compliance with the Occupational Safety and Health Act and comparable state laws and regulations thereunder, to the extent those laws apply to Assigned Employees assigned to Client’s workplace.
- e. Upon reasonable written request to Uniti Med, Client may inspect Uniti Med’s record to verify Uniti Med’s compliance with this Agreement.
- f. Client and Uniti Med agree that Uniti med has responsibility for providing health coverage to Assigned Employees under the Affordable Care Act’s (ACA) employer mandate and its implementing regulations and will provide the necessary coverage to Assigned Employees. Uniti Med represents and warrants that it will comply with all laws in doing so (including the ACA). Client represents and warrants that it will provide Uniti Med with commercially reasonable assistance in complying with the requirements of the ACA.
- g. To the extent required by 1395x(v)(1)(I) of Title 42 of the United States Code, the clauses contained in that Section are incorporated herein by reference with like effect as though set forth at length.

- h. Both parties represent and warrant that they are not now and at no time have been excluded from participation in any state or federally funded health care program, including Medicare and Medicaid (collectively referred to as “governmental health care program”). Both parties further warrant that they will not engage in behavior during the term of this Agreement that leads to their exclusion from any governmental health care program. Each party agrees to immediately notify the other party of any threatened, proposed, or actual exclusion from participation in any governmental health care program during the term of the Agreement. Notwithstanding anything to the contrary contained herein, in the event that one party is excluded from participating in any government health care during the term of the Agreement or, if at any time after the Effective Date of the Agreement, it is determined that a party is in breach of this Section, the Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. Both parties agree to indemnify and hold the other party harmless against all actions, claims, demands and liabilities and against all loss, damage, costs and expenses, including reasonable attorneys’ fees, arising directly or indirectly out of any violation of this Section by them or due to their exclusion from a governmental health care program.

17. Non-Solicitation of Personnel.

In recognition of its need to protect its legitimate business interests, neither party nor its related entities or affiliates shall, during the term of this Agreement and for a period of one (1) year after termination of this Agreement, directly, either for itself or on behalf of any business, individual, partnership, joint venture, entity, association or corporation solicit for the purpose of employment any personnel of the other party (non-Assigned Employees). A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this Section, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this Section.

18. Conversion Fees.

In the event Client or any of its related entities or affiliates decides to hire directly onto its own payroll or engages as an independent contractor, any Assigned Employee within ninety (90) days after the Assigned Employee is submitted to Client for consideration pursuant to Section 1 of this Agreement (but is not selected for placement), Client shall pay Uniti Med a conversion fee equal to 30% to the Assigned Employee's new annual salary including bonuses.

In the event Client or any of its related entities or affiliates decides to hire directly onto its own payroll within one year of assignment completion, or engages as an independent contractor any assigned employee, Client shall pay Uniti Med a conversion fee equal to 25% of the Assigned Employee's new annual salary with Client, including bonuses. Uniti Med will prorate 1% of said fee for every week of current assignment completed and client will owe no fee after the completion of a 25-week assignment.

- a. Notwithstanding any other provision of this Agreement, if Client terminates this Agreement or notifies Uniti Med of its intent to terminate this Agreement, and Client desires to hire directly onto its payroll or engage as an independent contractor any Assigned Employee then assigned to Client, Client must promptly notify Uniti Med in writing, and pay Uniti Med a conversion fee for each such Assigned Employee/the amount Client would have paid Uniti Med had each such Assigned Employee continued to work for Client through Uniti Med for the remainder of their contract at Uniti Med's billing rate in effect at the time of termination of the Agreement.

19. Joint Commission Standards

Uniti Med is committed to providing a higher standard of service and to the delivery of safe, quality patient care. Uniti Med complies with all Joint Commission's Standards for Healthcare Staffing Services. Our clients can have confidence the processes Uniti Med employs to provide the supplemental staff working in your organization have met requirements established by the Joint Commission. To assure compliance with the Joint Commission Standards for Healthcare Staffing Services, Uniti Med provides the customer a written description of the following service features not previously specified in this agreement.

Any individual or organization that has a concern about the quality and safety of patient care delivered by Uniti Med healthcare professionals, which has not been addressed by Uniti Med management, is encouraged to contact the Joint Commission at www.jointcommission.org or by calling the Office of Quality Monitoring at (630) 792-5636. Uniti Med demonstrates this commitment by taking no retaliatory or disciplinary action against providers when they do report safety or quality of care concerns to the Joint Commission.

20. Miscellaneous.

- a. Each party shall, upon the reasonable request, and the sole cost and expense, of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.
- b. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, expressed or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.
- c. Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement without the prior written consent of the other party. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

- d. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate to be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- e. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- f. This Agreement, together with all exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms of provisions of this Agreement and those of any exhibit or any other document incorporated by reference, the Agreement shall govern.
- g. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting any instrument or causing any instrument to be drafted. The exhibits and any other documents incorporated by reference shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set of the verbatim herein.
- h. Captions and headings of the sections and subsections of this agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference or the caption or heading of any section or subsections.
- i. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- j. Except as otherwise expressly provided in the Agreement, all covenants, agreements, representations and warranties, expressed and implied, shall survive the termination of the Agreement, and shall remain in effect and binding upon the parties until they have fulfilled all of their obligations hereunder and the statute of limitations shall not commence to run until the time such obligations have been fulfilled.
- k. Notwithstanding anything to the contrary herein contained, in the event the performance by a party of any term, covenant, condition or provision of the Agreement should be in violation of any statute, ordinance or be otherwise deemed illegal or be deemed unethical by any recognized body, agency or association in the medical field, the offended party may at its option: (i) terminate the Agreement immediately; or (ii) initiate negotiations to resolve the matter through amendments to the Agreement and, if the parties are unable to resolve the matter within thirty (30) days thereafter, the offended party may, at its option, terminate the Agreement immediately.
- l. This Agreement shall be construed in accordance with the laws of the State of Nebraska without regard to conflict-of-law principles. Any action or proceeding by either party to enforce this Agreement shall be brought only in a state or federal court located in the State of Nebraska, County of Douglas. The parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.



- m. No party shall be liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation, acts of God, flood, fire, explosion, war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. A party whose performance is affected by a Force Majeure event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects. During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance. The non-affected party may terminate this Agreement if such failure or delay continues for a period of thirty (30) days or more, and, if the non-affected party is Client, receive a refund of any amounts paid to Uniti Med in advance for the affected for the affected services.
- n. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms and supersedes all prior agreements between them.
- o. Any notices provided for in this Agreement shall be given in writing and delivered either in person, by email, or by prepaid first-class certified mail. All such notices shall be addressed as follows:

Company:

Uniti Med LLC
1000 North 90th St. Ste 400
Omaha, NE 68114
Email: katie.weber@unitimed.com

Client:

Sauk County Health Care Center
1051 Clark St.
Reedsburg, WI 53959

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their authorized agents as of the date first written above.

[To execute, please sign, or electronically sign below and return all pages to Uniti Med via e-mail].

Uniti Med LLC

Sauk County Health Care Center

Name:

Name:

Signature:

Signature:

Title:

Title:

Date:

Date:

PAYMENT REMITTANCE TO UNITI MED:

Mail Payment to:

Uniti Med LLC
1000 North 90th St, Suite 400
Omaha, NE 68114



Exhibit A

Uniti Med LLC
1000 North 90th St, Suite 400
Omaha NE 68114
www.unitimed.com

Client Rate Agreement for: Sauk County Health Care Center

Standard Rates for Travelers - Rates are All-Inclusive

NURSING/ALLIED LEVEL		MODALITY/UNIT	BILL RATE
CNA			\$50-55 per hour
Certified Medication Aide			\$55-60 per hour
LPN			\$70-80 per hour
RN			\$80-90 per hour
RN – Charge/Supervisor			\$90-95 per hour
Overtime	Same as base rate		
Holidays	Base rate plus \$20 per hour		
Call Back (2-hour Minimum)	1.5 X Hourly Rate		
On Call	\$10.00 per hour		
HOLIDAYS:		New Year’s Day, Memorial Day, Labor Day, Independence, Day, Thanksgiving Day, and Christmas Day (If your facility recognizes others, please list which one/s)	