

## TEMPORARY EMPLOYEE STAFFING AGREEMENT

This Temporary Employee Staffing Agreement ("**Agreement**"), is made and entered into as of \_\_\_\_\_ (the "**Effective Date**"), by and between HEALTH ADVOCATES NETWORK, INC., a Florida corporation, located at 1875 NW Corporate Blvd, Suite 120, Boca Raton, FL 33431, its successors and assigns ("**HAN**") and Sauk County Health Care Center, located at 1051 Clark Street, Reedsburg, WI 53959 (the "**Client**"). HAN and Client are sometimes referred to herein individually as a "**Party**" or collectively as the "**Parties**."

**WHEREAS**, HAN is engaged in the business of providing workers to perform services for clients on a temporary basis; and

**WHEREAS**, Client desires to engage HAN to provide such services.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, terms, and conditions contained herein, the Parties agree as follows:

1. Services. HAN agrees to use commercially reasonable efforts to recruit, qualify and supply to Client healthcare professionals, including but not limited to, Registered Nurses, Licensed Practical Nurses, and Allied Professionals, as well as other non-clinical supplemental staff ("**Assigned Employees**") on a travel contract, local contract and per diem basis as requested by Client from time to time. HAN shall ensure that Assigned Employees referred to Client meet the qualifications set forth on **Exhibit B** attached hereto. If Client finds any Assigned Employee's qualifications or general work-related behavior lacking, it shall advise HAN within 24 hours of discovering the insufficiency. HAN will make reasonable efforts to replace the Assigned Employee(s) as soon as practicable. It is understood between the Parties that the clinical terms stated under this Agreement shall not be applicable to non-clinical Assigned Employees. HAN will 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. HAN shall designate and provide an account manager to Client as needed to process all Assigned Employee job requests and coordinate, manage, and oversee Assigned Employees at Client's facility. HAN shall arrange for substitutes to cover the account manager's absences.

2. 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 and services; (b) be solely responsible for the supervision and control of Assigned Employees in the course of their work while at Client's location; (c) properly safeguard and control its premises, processes, or systems, and shall not permit Assigned Employees to operate Client's vehicles or mechanical equipment, or entrust them with unattended premises, property, or other valuables, without HAN's express prior written approval; and (d) provide Assigned Employees with a safe worksite and provide appropriate information, training, and safety equipment. Client shall not: (x) include Assigned Employees in Client's benefits plans, policies, or practices, or make any offer or promise relating to Assigned Employee compensation or benefits; or (y) change Assigned Employee job duties without HAN's express prior written approval.

3. Payment for Services. HAN shall invoice Client for services provided in accordance with this Agreement on a weekly basis at the rates set forth in **Exhibit A**. Payment is due upon receiving the invoice. Invoices will be accompanied by documentation evidencing time worked by each Assigned Employee. Client is responsible for approving Assigned Employee timesheets (or such other documentation evidencing each Assigned Employee's time worked) on a weekly basis

("Time Record"). Client's signature on the Time Record certifies that the hours shown are correct, that the work was performed to Client's satisfaction, and that HAN is authorized 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. Client agrees to pay late charges on any unpaid balances after 30 days from the date of invoice at the rate of 1.5% per month or the maximum legal rate, whichever is less.

4. Insurance. At all times during the term of this Agreement, HAN 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 request: (a) general liability insurance with limits of \$1 million per occurrence and \$3 million aggregate and name Client as an additional insured; (b) commercial automobile liability with limits no less than \$500,000, combined single limit, arising out of the use of any non-owned or hired automobile, and name Client as an additional insured; (c) professional liability insurance covering any damages caused by an error, omission, or a negligent act within the limits of \$1 million per occurrence and \$3 million aggregate, and name Client as an additional insured; (d) cyber liability insurance with a limit no less than one million dollars (\$1,000,000) per occurrence; and (e) Workers' compensation and employer's liability for HAN's legal and statutory obligations for damages to bodily injuries either by accident or disease, occurring to Assigned Employees as a result of employment. HAN will provide certificates of insurance to Client as evidence that all requested coverage has been obtained and is in full force and effect.

5. Indemnification. To the fullest extent permitted by law, each Party (an "**Indemnifying Party**") agrees to indemnify, defend, and hold the other Party and the other Party's respective affiliates, and each of their respective officers, directors, agents, and employees (each an "**Indemnified Party**"), harmless from any claims, damages, interest, penalties, and attorneys' fees and costs ("**Losses**") to the extent caused by: (i) any breach of this Agreement by the Indemnifying Party or its agents; (ii) violations of applicable law by the Indemnifying Party or its agents in connection with the performance of this Agreement; and (iii) negligent or willful acts or omissions of the Indemnifying Party or its agents in connection with the performance of this Agreement; except that the indemnity obligations in this section shall not apply to the extent the Losses are caused by the negligent act or omission, willful misconduct, breach of this Agreement or unlawful act of an Indemnified Party. Any person or entity claiming a right to indemnity under this Agreement (the "**Indemnitee(s)**") shall notify all entities and persons that it believes may owe a duty to indemnify it (the "**Indemnitor(s)**") in writing promptly after receiving notice of a claim, lawsuit, demand, or action or threatened claim, lawsuit, demand, or action for Losses covered by the indemnity obligations in this section (a "**Claim**") and provide documentation pertaining to the Claim to the Indemnitors upon request. The Indemnitees and Indemnitors agree to keep each other reasonably informed regarding the status of any Claim and allow each other reasonable opportunities to participate in the defense and settlement of any Claim, including by providing notice and consulting with each other prior to settling any Claim. Any omission or delay in complying with this section by an Indemnitee shall relieve an Indemnitor of its obligations to the extent it is prejudiced by such omission or delay. Notwithstanding anything to the contrary in this Agreement, this section shall survive any termination or expiration of this Agreement. The Parties agree that this section constitutes the complete agreement between the Parties with respect to indemnification and each Party waives its right to assert any common law indemnification or contribution claim against the other Party.

6. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL HAN BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, FINES OR PENALTIES AND LOSS OF PROFITS, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE),

WARRANTY OR OTHERWISE, WHETHER OR NOT HAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

7. Confidentiality. The Parties acknowledge that a Party may receive from the other Party, from time to time, information and/or material which is confidential in nature, including, but not limited to information relating to HAN's candidates, employees, or personnel, information that may be confidential or proprietary as to Client, Client's patients, or Compliance Documentation or Competency Documentation (collectively, the "**Confidential Information**"). As a result, the Parties agree to treat as confidential and not to divulge to any third parties any Confidential Information, except to employees, agents, attorneys, accountants, or representatives of the Parties who reasonably need to know the Confidential Information and only as necessary for the performance of services under this Agreement or as otherwise compelled or required by law. In the event a Party provides any such Confidential Information to its employees, agents, or contractors, such Party shall assure that any and all such employees, agents, and/or contractors are obligated in writing to treat such information and/or material as confidential. The Parties agree to use reasonable security measures to protect the other Party's Confidential Information from unauthorized access, destruction, use, modification, or disclosure, and to notify the other Party immediately upon learning of any such breach or improper disclosure of Confidential Information. Nothing herein, shall prohibit either Party from responding to lawful inquiries from government agencies or other lawful process, such as subpoenas.

8. EEO Clause. HAN is an Equal Employment Opportunity Employer. Neither Party shall discriminate against any individual, including any Assigned Employee, with respect to his or her compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, sexual orientation, gender, gender identity, gender expression, genetic characteristic, national origin, age, handicap, medical condition, marital status, veteran status, status as a member of the Uniformed Services, or any other status protected by law. The Parties incorporate by reference required federal and state contracting laws and Executive Orders relative to Equal Employment Opportunity and Affirmative Action, including, but not limited to Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000), as amended by the Equal Opportunity Act of March 24, 1972, Executive Order 11246, as amended; 41 C.F.R. 60-1.4 (Equal Opportunity Clause); 41 C.F.R. 60-250.4 (Disabled Veteran/Vietnam Veterans); and 41 C.F.R. 60-741.4 (Disabled Persons). If applicable, the Parties shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. If applicable, the Parties shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. The Parties also agree to comply with 29 C.F.R. part 470 (Notice of Employee Rights Concerning Payment of Union Dues) and other federal, state or local notice requirements, to the extent applicable.

9. Access Clause: Compliance with Section 420.302(b). HAN agrees to comply with 42 C.F.R. Section 420.302(b) and will provide access to the Comptroller General of the United States, the Department of Health and Human Services and their duly authorized representatives to this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of the services performed. This includes organizations related to HAN that have a contract with HAN for which the cost or value is \$10,000 or more in a 12-month period. Said access shall be limited to a period of four (4) years after the furnishing of services hereunder.

10. Compliance with Applicable Laws, Policies and Standards. HAN agrees to abide by and comply with all applicable local, state, and federal regulatory agency requirements, including, but not limited, to HIPAA, and implementing regulations, and any other local, state and federal laws governing temporary workers or the confidentiality of patient information, standards of The Joint Commission and Occupational Safety and Health Administration regulations, as applicable. To the extent provided in advance, HAN and its Assigned Employees shall comply with Client's applicable and lawful bylaws, rules, regulations, policies, and compliance programs, including, but not limited to those related to: conflicts of interest, code of conduct, dress code, equipment, confidentiality, privacy of individually identifiable health information regulations under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and safety. Client and HAN affirm and agree that for purposes of all statutory and regulatory requirements for

employee meal and rest breaks, and leaves of absence, including the Family and Medical Leave Act and any similar state or local law, Client and HAN shall cooperate in compliance with any such requirements. As Client controls the facilities in which Assigned Employees work, Client agrees that it is primarily responsible for maintaining a safe worksite 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 worksite, except as may be otherwise agreed in writing signed by the Parties hereto. Given the nature of Clients' business, the Parties agree that this relationship may meet the requirements established in 45 C.F.R. Part 164 for a business associate agreement. HAN agrees to execute and deliver a business associate agreement upon request by Client.

**11. Notification of Event, Action, Claim or Investigation.** In the event of any event, actual or threatened claim, lawsuit, action, complaint, grievance, or investigation arising out of or relating to services provided by HAN or an Assigned Employee hereunder (an "**Event**"), the Parties shall provide one another with written notice of such Event immediately and, in no event more than five (5) days after such Party knew, or reasonably should have known of such Event. The Parties shall use reasonable efforts to cooperate with any investigation regarding such Event.

**12. Independent Nature of Parties.** HAN provides services to Client as an independent contractor. As such, Client shall have no responsibilities with respect to compensation of Assigned Employees. Neither Party to this Agreement shall make any commitments, nor incur any charges or expenses for, in the name of the other Party, nor be considered the agent, partner, joint venture, franchisor, franchisee, employer, or employee of the other Party. 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 HAN and Client.

**13. Term and Termination.** This Agreement shall commence as of the Effective Date and shall continue thereafter for an initial period of twenty-four months and renew automatically for successive one (1) year periods, unless sooner terminated. This Agreement may be terminated by either Party upon 90 days' written notice to the other Party. Notwithstanding the above, either Party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party: (a) breaches this Agreement, and such breach is incapable of cure, or with respect to a 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 (b) (i) becomes insolvent or admits its inability to pay 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 of competent jurisdiction to take charge of or sell any material portion of its property or business. Unless termination is due to default, the Parties agree that any current assignments or scheduled assignments will continue under the terms of this Agreement and the assignment confirmation until the expiration of the assignment confirmation.

**14. Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any conflict of law principles.

**15. 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.

**16. No Exclusions.** HAN represents and warrants to Client that it and any Assigned Employees furnished under this Agreement: (i) are not excluded, suspended or debarred from, or otherwise ineligible for, participation in any federal or state healthcare program including, without limitation, Medicare or Medi-Cal (Medicaid), and (ii) have not been convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state healthcare program including, without limitation, Medicare or Medi-Cal (Medicaid). HAN shall notify Client immediately in writing of (i) any threatened, proposed or actual exclusion, suspension or debarment, and/or (ii) any conviction of a criminal offense related to conduct that would or could trigger an exclusion



of HAN or any Assigned Employees furnished under this Agreement, from any federal or state healthcare program. Notwithstanding any other provision of this Agreement to the contrary, and as set forth below, if HAN or any Assigned Employee furnished under this Agreement is (i) excluded, suspended, debarred from, or otherwise becomes ineligible for, participation in any federal or state healthcare program (collectively “**exclusion**”), or (ii) convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program, at any time during the term of this Agreement, or (iii) if at any time after the Effective Date of this Agreement, Client determines that the representations and warranties of HAN, are or were false, or that HAN is otherwise in violation or breach of this section, Client may terminate this Agreement immediately as of the effective date of any exclusion from any federal or state healthcare program, conviction, or any other violation or breach of this section.

17. Force Majeure. HAN shall not be responsible for any failure or delay under this Agreement if such failure or delay is due to strikes, fires, natural disasters, pandemics, or any other acts, causes or occurrences beyond the control of HAN.

18. Notices. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the second day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as provided below, or on the date emailed if emailed to the designated email before 5:00 p.m. Eastern Time. Any Party may change its address for purposes of this paragraph by giving the other Party written notice of the new address in the manner set forth above.

**To:** Sauk County Health Care Center  
Attn: Emily Greenwood, Administrator  
1051 Clark Street  
Reedsburg, WI 53959  
Emily.greenwood@saukcountywi.org

**To:** Health Advocates Network, Inc.  
Attn: Legal Department  
1875 NW Corporate Blvd, Suite 120  
Boca Raton, FL 33431  
legal@hanstaff.com

19. Survival. Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive any termination or expiration of this Agreement.

20. Miscellaneous.

20.1 Each Party shall, upon the reasonable request of the other Party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

20.2 This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express 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.

20.3 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, which consent shall not be unreasonably withheld or delayed. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void, and shall not relieve the assigning Party of any of its obligations hereunder. Notwithstanding the foregoing, HAN may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Client to: one or more of its wholly owned subsidiaries or affiliates; and an entity that acquires all or substantially all of the business or assets of HAN to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

20.4 HAN may engage subcontracting agencies for the performance of any of HAN’s duties or obligations under this Agreement, provided prior to the commencement of any work by a subcontracting agency, HAN: enters into a written agreement with such subcontracting agency that binds the subcontracting agency to terms at least as restrictive as those of HAN’s obligations

under this Agreement; and uses commercially reasonable efforts to subcontract only with subcontracting agencies that have the requisite skills to perform any subcontracted obligations in accordance with the terms of this Agreement.

20.5 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No waiver by a 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 or 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.

20.6 If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision. 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 effect 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.

20.7 This Agreement, 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.

20.8 This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Exhibits, and any other documents incorporated herein by reference shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

20.9 Captions and headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

20.10 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 email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**HEALTH ADVOCATES NETWORK, INC.**

**CLIENT:**

By \_\_\_\_\_

Name:

Title:

By \_\_\_\_\_

Name:

Title:

## EXHIBIT A

**A. BILL RATES.** Client agrees to pay hourly base bill rates as indicated below. For Disciplines not specifically identified below, the Hourly Base Bill Rate will be memorialized: (i) in an Assignment Confirmation for any contract assignments; or (ii) by email confirmation, in advance of the shift worked, for a per diem Assigned Employee. In the event there is a critical need, as mutually agreed upon between the Parties, the Parties agree to a 20% enhancement of the Hourly Base Bill Rates stated below.

Disciplines	Hourly Base Bill Rates	Incentivized Rates <sup>(1)</sup>
RN	\$85-\$90	\$100
LPN	\$65-\$70	\$80
CNA	\$45-\$50	\$60

<sup>(1)</sup> The Parties will confirm via email any instance where an Incentivized Rate applies.

**B. SALES, GROSS RECEIPTS, AND/OR APPLICABLE TAXES.** Rates do not include, if applicable, state, and local sales tax, gross receipts tax or other applicable taxes. Services provided that are subject to such taxes will be billed at the appropriate rate plus the applicable taxes, payable by the Client. Taxability will be determined based on the location where the service is provided. If Client is exempt from such taxes or should not be charged for other legal reasons, it is Client's duty to provide proof of exemption to HAN.

**C. ORIENTATION.** Assigned Employees receive an orientation to HAN's policies and procedures. It is the responsibility of Client to orient Assigned Employees to: (i) Client's rules, regulations, policies and procedures, including dress code; (ii) acquaint Assigned Employees with the facility, including physical layout and equipment; and (iii) validate competency and ability of Assigned Employees to properly use equipment.

**D. OVERTIME.** Client acknowledges and agrees that Assigned Employees are entitled to premium payment for overtime compensation as required under applicable federal, state, or local law. Client will be billed 1.5 times the Hourly Base Bill Rate for all overtime hours in accordance with the current state and federal laws, rules and regulations where such services are being provided. In the event overtime is not required by law, calculations of overtime will be 1.5 times the rates listed herein. HAN acknowledges and agrees that it is solely responsible for ensuring all hours worked by Assigned Employees are paid at the legally required rate.

**E. HOLIDAYS.** Client's holidays, including New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day will be billed at 1.5 times the applicable Hourly Base Bill Rate (the "**Holiday Rate**"). The Holiday Rate is in effect for all 9-, 10- and 12-hour shifts from 7 pm on the eve of the holiday to 7 pm on the night of the holiday with the exception of Christmas and New Year's, which will be in effect starting at 3 pm on the eve of the holiday. The Holiday Rate for all 8-hour shifts is from 11pm on the eve of the holiday to 11pm on the night of the holiday with the exception of Christmas and New Year's which will be in effect starting at 3pm on Christmas eve and New Year's eve.

**F. INCENTIVIZED RATES.** The Parties may designate certain Specialties with an incentivized rate at the time of order above the Base Hourly Bill Rate ("**Incentivized Rates**"). Incentivized Rates may be used in instances where there is less than adequate time to fill a position or there is a unique demand for a particular specialty requiring Incentivized Rates to attract candidates. Such Incentivized Rates shall be used for the duration or extension of such



assignment. Either Party may propose such rates including the details of the bill rate change, prior to enacting Incentivized Rates and Client shall confirm its approval in writing by email confirmation.

**G. ON CALL.** Client will be invoiced for and will pay \$8.00 per hour for all Assigned Employees placed on On-Call status.

**H. CALL BACK.** Client will pay 1.5 times the Hourly Base Bill Rate for all call-back hours worked by Assigned Employees. In the event an Assigned Employee works call-back hours in excess of forty (40) hours for that workweek (whether regular or call-back hours), such Assigned Employee shall be paid in accordance with overtime rates for any hours worked in excess of forty hours per workweek. The minimum hours invoiced when an Assigned Employee is called into work while on "On-Call" status will be two (2) hours, or in accordance with Client's policy, whichever is greater.

**I. CHARGE NURSE.** Client will be invoiced the hourly base bill rate, plus an additional \$5 per hour for Charge Nurse Services.

**J. BREAKS AND REST PERIODS.** Client agrees to schedule and supervise all Assigned Employees while on assignment with Client and provide all Assigned Employees with all meal periods and rest breaks required by law. Client shall reimburse HAN for any costs, including penalties incurred by HAN should Client fail to comply with this requirement.

**K. WORKWEEK.** The workweek is defined as Sunday through Saturday.

**L. TERMINATION OF ASSIGNED EMPLOYEE WITH "CAUSE".** Assigned Employees may be terminated for "cause" upon notification from Client. As used herein, "cause" means any violation of Client's written policies, insubordination, poor attendance, poor performance, misconduct or any violation of drug abuse policy or any other act or omission by the Assigned Employee which may have an adverse impact on the Client. Client will be billed for all hours worked by any such Assigned Employee up to and including such termination.

**M. MINIMUM GUARANTEE.**

- a) **Contract Assigned Employees.** Assignments for Contract Assigned Employees are to be set forth in an assignment confirmation, which will designate the shift times, workdays and minimum guaranteed hours per week. Any guaranteed hours not met shall be paid by Client at such Assigned Employee's Hourly Base Bill Rate. Guaranteed hours do not include any "On-Call" time worked. Client reserves the right to float or reassign Clinical Contract Assigned Employees to other areas of practice within their clinical competence to fulfill the guaranteed hours and within ten (10) miles of their originally assigned facility.
- b) **Per Diem Assigned Employees.** Client will provide Per Diem Assigned Employees a minimum of four (4) hour per shift. Client reserves the right to float or reassign Clinical Per Diem Assigned Employees to other areas of practice within their clinical competence to fulfill the guaranteed hours. If Client has a late request – meaning a request within two (2) hours prior to the start of a shift – Client will be billed for the entire shift, regardless of whether or not the Assigned Employee works the entire shift due to late arrival.

**N. CANCELLATIONS.**

a) **Clinical Contract Assigned Employees.**

- i. Without cause, after an assignment's commencement, Client may cancel a Clinical Contract Assigned Employee assignment with fourteen (14) days advance written notice.
- ii. Client may cancel a Clinical Contract Assigned Employee's assignment, without penalty, if the cancellation notice is provided fifteen (15) days or greater prior to the assignment start date. Client may cancel a Clinical Contract Assigned Employee's assignment with a two (2) week cancellation penalty, consisting of the minimum guaranteed hours for two (2) weeks, if the notice of cancellation is provided within fourteen (14) days prior to the assignment start date.

- b) **Per Diem Assigned Employees.** Client may cancel its request for Per Diem Assigned Employees provided HAN is notified at least two (2) hours prior to the start of the shift. Should Client cancel a shift with less than two (2) hours' notice, Client shall be charged two (2) hours at the Assigned Employee's Hourly Base Bill Rate. If the Assigned Employee cannot be contacted by HAN due to Client's late cancel, and the Assigned Employee reports to the scheduled shift, Client will either: (i) pay HAN for four (4) hours at the Assigned Employee's Hourly Base Bill Rate; or (ii) utilize the Assigned Employee for a minimum of four (4) hours.

**O. ASSIGNMENT DURATION; REIMBURSEMENTS; TRAVEL COSTS.** Travel contract assignments of 13-weeks or more include housing costs for all Travel Assigned Employees placed with Client. In the event an assignment is confirmed for a period of less than thirteen (13) weeks, then the Client will be invoiced the Travel Assigned Employee rate as stated above plus an additional \$5.00 per hour. Client will reimburse HAN for all mileage for Assigned Employees while traveling between Client's facilities in accordance with IRS Standards.

**P. ALLOCATION AND DEDUCTION OF TRAVEL EXPENSES.** HAN's bill rates and Client's payment of those rates necessarily incorporate and contemplate that a portion of those rates is to reimburse HAN for all lodging, meals and incidental expenses incurred by Travel Assigned Employees ("travel expenses"). Client acknowledges and agrees that a portion of its payment for the hourly billing rates shall reimburse HAN for all travel expenses paid by HAN to any of its Travel Assigned Employees providing services to Client hereunder. HAN may deduct such allocable portion of the payment as travel expenses subject to any applicable federal limitations.

## **EXHIBIT B**

**Pre-Employment Screening.** HAN shall conduct the following pre-employment screening at a minimum for each Assigned Employee, which shall be included in the Bill Rate:

- Social Security Number Verification
- National Criminal Record File
- Felony including Misdemeanor when Statewide not available) 7- year residence history based on given address(es) and those developed from SSNV – One name included
- Drug Screen
- Two (2) professional reference checks
- Interview to assess candidate meets skills and experience required from the job description provided
- Education of the Assigned Employee on the Core Mandatories, to include HIPAA and OSHA compliance training
- With respect to Clinical Assigned Employees, appropriate competency testing, health requirements and license and certification verification