

Additional Terms and Conditions

IV. BILL RATES and TIME KEEPING

A. For each Assignment, Company shall select one of three timekeeping systems to be used by the Contractor:

i. If the Company runs the Assignment through a Managed Service Provider, then the Contractor will use the timekeeping system offered through the VMS tool. If Company selects this option, Company is responsible for educating Contractor on how to use the timekeeping system.

ii. If Company requests that the Contractor use Company's timekeeping system, then Company is responsible for educating Contractor on how to use the timekeeping system.

iii. If Company requests that Contractor use Vendor's timekeeping system, then Vendor is responsible for educating Contractor on how to use the timekeeping system.

B. Regardless of which timekeeping system is used, Company agrees that the hours provided for all PRN/Per Diem Shifts will be confirmed by a representative at the Company site at the end of each shift through a valid electronic signature that will also serve as confirmation that the Contractor's services and hours worked are deemed acceptable by Company. The electronic signature by the Company's representative shall constitute the Company's acceptance and approval of the charges and a waiver of any objections to Vendor's invoice for same under this Agreement.

C. If Company uses its own timekeeping process (option (ii) above), Company will provide all Company-approved Contractor time reports ("Time Reports") to Vendor weekly, but in no event later than Noon ET on the Tuesday following the week that the Time Reports cover. Vendor's receipt of Company Time Reports shall constitute the Company's acceptance and approval of the charges and a waiver of any objections to Vendor's invoice for same under this Agreement. All Time Reports shall be provided to Vendor via email.

D. If Company uses a VMS tool for timekeeping (option (i) above), Company shall ensure that weekly time reports are transmitted to Vendor no later than Noon ET on the Tuesday following the week that the Time Reports cover. Company is responsible for reviewing all time entries in the VMS tool before the Noon Tuesday deadline, and Company's failure to object to any time entries of Contractor by that deadline shall be deemed acceptance and approval by Company of the charges and a waiver of any objections to Vendor's invoice for same under this Agreement.

J. Government Mandated Cost Increases: If at any time during the term of this Agreement, Vendor is required to increase Contractor's wages (due to an increase in minimum wage rates or mandatory benefits requirement or another change in the law), or incurs an increase in its payroll burden costs (such as FICA, FUI, SUI, worker's compensation, or ACA) as a result of any determination, order or action by a governmental authority or government insurance benefit program, Company hereby agrees that the Vendor may increase the Billing Rates proportionately so as to place Vendor in the same position it was in prior to such determination, order or action. Notwithstanding anything to the contrary, Vendor reserves the right to increase the Billing Rates as a reaction to changes in the market related to any crisis including, but not limited to, a health crisis, national staffing crisis, a pandemic, or any other event that can significantly impact recruitment and provision of services. Vendor shall provide Company with thirty (30) days' notice of any such increase.

K. All Billing Rates may be subject to change upon thirty (30) days' notice to Company.

L. Company shall pay Vendor's bills electronically. Vendor shall provide Company with sufficient information to set up electronic payment via ACH.

M. Vendor shall be responsible for all applicable federal, state, or local use, excise, sales or other taxes, fees, assessments, surcharges, or similar governmental charges that may be imposed, levied, collected, or assessed by or within the United States of America or any political subdivision thereof in connection with Vendor's provision of the services hereunder.

VII. TERM AND TERMINATION

A. This Agreement shall commence on the above Effective Date and shall continue in effect for a period of three (3) years, subject to the termination provision provided below (the "Term"). Thereafter, this Agreement may be extended for additional one-year periods and shall renew automatically unless Vendor or Company provides sixty (60) days' written notice of its intent not to renew prior to the end of the then-current one-year period.

B. Either party may terminate this Agreement, without cause, upon not less than sixty (60) days' prior written notice to the other. Either party may immediately terminate upon written notice to the other in the event that the other party is in material default of the performance of a duty or obligation imposed upon it by this Agreement.

C. If Company terminates this Agreement for convenience or lack of material default, Company shall retain Contractor on Assignment until the prescribed end date of such Assignment, and Company's obligations to pay Vendor for such Assignment under this Agreement shall continue uninterrupted until the end of each such Assignment, notwithstanding the termination of this Agreement.

D. If Company terminates this Agreement for material default by Vendor, Company may elect to continue a Contractor's Assignment for up to the prescribed end date of such Assignment, and if Company makes such election, then Company's obligation to pay Vendor for such Assignment shall continue uninterrupted until the end of each such Assignment, notwithstanding the termination of this Agreement.

E. The terms applicable to Conversions, Recruitment Fees and Buy-Out Recruitment Fees shall remain applicable in the event of a termination by either party for any reason.

F. All earned and unpaid fees and all expenses incurred will become immediately due and payable upon termination of this Agreement, regardless of reason for termination. However, fees due under Articles VII.C and VII.D for ongoing services after termination are payable within the time periods otherwise specified in this Agreement, notwithstanding the termination of the Agreement.

G. Neither the termination of this Agreement nor the payment of all earned and unpaid fees and expenses will release either Vendor or Company from their rights and obligations incurred during the pendency of the Agreement; and all provisions which by their nature ought or intend to survive the expiration or termination of this Agreement shall remain in effect after termination, including but not limited to all provisions related to insurance, indemnity, limitation of liability, and governing law and venue.

VIII. CANCELLATION OF CONTRACT ASSIGNMENT OR PRN

A. Company guarantees that the Assignment for each Contractor will be for the term as stated in the Job Requisition; provided however, Company may terminate the Assignment for cause as described in Article VIII.B below.

B. Contractor's Assignment may be terminated for "cause" upon notification from Company. As used herein, "cause" means Contractor's material violation of Company's written policies, insubordination, poor performance, misconduct, or any violation of drug abuse policy or any other act or omission by the Contractor which is reasonably likely to have a material, adverse impact on the Company. In the event a Contractor's Assignment is terminated for cause, Company will only be responsible for payment based upon all actual hours worked by the Contractor up to and including the date of such termination.

C. For Assignments that are Contracts (as defined above), Company may cancel the Assignment before it begins, without monetary obligation, provided that Company provides written notice of such cancellation at least fourteen (14) days prior to the Contractor's assigned start date. If Company fails to provide the fourteen (14) day advance written notice to Vendor, Company shall be obligated to pay an amount of forty (40) hours for the canceled Contractor multiplied by the agreed hourly Billing Rate.

D. For each week Contractor is on Assignment, Company shall guarantee Contractor the number of hours as established by Contract Agreement. If Company cancels Contractor for any amount of time, Company will be charged at the Assignment bill rate for each hour cancelled until the number of weekly hours guaranteed is met.

E. If any Assignment is cancelled by Company without cause after it has begun, Company is obligated to pay Vendor the entire amount of fees anticipated for the Assignment through its anticipated completion as set forth in the Job Requisition. By way of example only and without intending to provide a complete list, cancellation for any of the following reasons is a cancellation without cause under this paragraph: downsizing; geographic relocation of Contractor by Company to a site more than five road miles from the original location; and Contractor being moved to a clinical area where the Contractor does not possess the experience, certification, or competencies to perform the job as compliant with Joint Commission standards.

F. Company agrees that for each per diem/PRN Assignment per each Contractor; if the Company schedules a Contractor for a PRN Shift, and then cancels that Contractor within four (4) hours of the beginning of any shift, Company shall be charged for four (4) hours at the standard Billing Rates for such cancellation.

IX. INSURANCE

A. Vendor shall, at its expense, provide for Contractor's liability insurance during the Term covering all Vendor services provided pursuant to this Agreement in the following coverage types and amounts: (i) Commercial general liability with limits not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) per annual aggregate; (ii) Professional liability (including crime and employment practices liability) with limits not less than Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) per annual aggregate as to professional liability, \$1 million aggregate as to crime, and \$2 million per occurrence and per annual aggregate as to employment practices liability; (iii) Automobile liability with combined single limit not less than Five Million Dollars (\$5,000,000); (iv) Workers' Compensation and Employer's Liability Insurance with limits not less than One Million Dollars (\$1,000,000) per accident/disease and in the aggregate; and (v) Umbrella liability with limits not less than Five Million Dollars (\$5,000,000) per occurrence and in the aggregate which is excess to the commercial general liability, professional liability, auto liability and workers' compensation and employer's liability policies.

B. Vendor shall name Company as an additional insured on said professional liability, general commercial liability, and umbrella liability insurance and shall provide Company with evidence of coverage upon Company's request. Vendor shall promptly notify Company of the cancellation, termination, or non-renewal of, or material change in, such insurance coverage.

X. COMPLIANCE WITH LAWS AND CONFIDENTIALITY

A. Company shall comply with all applicable federal, state, and local laws and regulations including, but not limited to, laws and regulations addressing confidentiality and security of health information and patient privacy, and all applicable Company policies and procedures.

B. The parties to this Agreement acknowledge their obligation to comply with Section 1861 (v) (1) (I) of the Social Security Act.

C. Vendor shall perform the services set forth in this Agreement and in the Assignments in compliance with all applicable state, federal and local laws and regulations, including but not limited to laws and regulations addressing confidentiality and security of health information and patient privacy, and all applicable Company policies and procedures. All applicable Company policies and procedures shall be made available to the Vendor prior to the execution of this Agreement, and any and all updates or amendments shall be provided to Vendor immediately upon their passage.

D. Any and all patient records and charts produced or disclosed as a result of either party's performance under this Agreement shall be and remain the property of the Company. Contractor shall be responsible for maintaining Company's patient's confidentiality with respect to confidentiality of medical records, including without limitation, the Health Insurance Portability and Accountability Act ("HIPAA"). Vendor agrees to contact Company's HIPAA Privacy Officer or Company's Corporate Compliance Officer to resolve issues related to patient privacy and security.

E. If, under this Agreement, Vendor is deemed by the Company to be a "business associate", Vendor and Company will discuss executing a separate Business Associate Agreement, and, in the event Vendor and Company execute the Business Associate Agreement, the terms of this Agreement shall continue to solely govern the services, rights, and obligation of Vendor and Company hereunder.

F. If there are changes in laws or regulations which affect this Agreement or if any portion of this Agreement, this Agreement shall be amended, in writing and signed by both parties, to conform to such laws, rules and regulations.

G. Vendor and Company acknowledge and agree that pursuant to this Agreement, each may have access to Confidential Information. "Confidential Information" means nonpublic information or material which (i) gives the party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of the party; or (ii) which (A) is marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, or (B) is known by the parties to be considered confidential and proprietary, or (C) from all the relevant circumstances should reasonably be assumed to be confidential and proprietary. Each party agrees that such Confidential Information is confidential and proprietary to such party, and that each party shall protect the other party's Confidential Information in the same manner it would protect its own. Each party further acknowledges and agrees that the sole purpose in disclosing the Confidential Information to is to aid the other in its performance of the services, and that Confidential Information shall only be provided to employees of Company or Vendor who need to know the information to comply with the terms of this Agreement. Each party acknowledges that the restrictions of this Article are reasonably necessary for the

protection of the other party's legitimate proprietary interests. Each party shall use the Confidential Information for the sole purpose of performing its obligations hereunder and for no other purpose. Vendor and Company agree that neither party shall reveal, divulge, or distribute the Confidential Information without the prior express written consent of the other party.

H. Upon termination of this Agreement or upon request, a party must return to the other party its Confidential Information or, if authorized by the other party in writing, may instead destroy such Confidential Information so long as it has first been determined that the party who owns the Confidential Information still has a copy of it.

I. If required by 42 U.S.C. § 1395x(v)(1)(I), until the expiration of four (4) years after the termination of this Agreement, Vendor shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by Vendor under this Agreement.

J. Company agrees to treat all Vendor's nonpublic information as Confidential Information, including, but not limited to, Contractors' pay rates, Billing Rates, marketing, financial, business matters, and any other operating matters, and Company shall not disclose such information to any third party.

XII. COMPLIANCE WITH HEALTH CARE PROVIDER REQUIREMENTS

A. Vendor will provide to Contractors copies of any Standards of Conduct, Compliance Programs, or other rules or policies that Company expects Contractor to follow. Company acknowledges that Vendor is not onsite when Contractors are providing services and therefore cannot guarantee their performance and shall not be vicariously liable for their acts, omissions, negligence, or misconduct while performing services under this Agreement.

B. If Company so desires and provides the necessary orientation materials, Vendor shall distribute the materials to the direct hire candidates, Contractor, and other necessary employees who have a need to know, at no charge. Company shall pay the normal Billing Rates for any and all orientation or training that Company requires for any Contractor.

C. Vendor is certified by The Joint Commission for Health Care Staffing (the "Joint Commission"), and certification is active and in good standing. The Vendor follows Joint Commission approved policies and procedures for processing new hires for the Vendor. Contractors are compliant with OSHA, HIPAA, Infection Control, Cultural Diversity and National Patient Safety Goals

D. All Contractors adhere to the Joint Commission Standards in regards to patient abuse and neglect and have a duty to stop abuse that they may witness and immediately report it to Company leadership (Administrator, DON or Charge Nurse) without ramifications.

XIII. NO RETALIATION

A. Neither Company nor Vendor will discriminate or retaliate against any Contractor for reporting or for threatening to report a violation or a suspected violation of law (whistleblower).

XIV. INDEMNIFICATION/LIMITATION OF LIABILITY

A. Company and Vendor acknowledge and agree that the Contractors shall at all times be employees of Vendor and not employee(s) of Company or any affiliate of Company. Vendor agrees to be

solely responsible for all matters relating to compensation of its Contractors, including, but not limited to, compliance with laws governing workers' compensation, Social Security, withholding and payment of any and all federal, state and local personal income taxes, disability insurance, unemployment, and any other taxes for such persons, including any related employer assessment or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation and other employee benefits.

B. Vendor does not supervise Contractors, Direct Hired employees, recruited individuals or any other individual placed, designated, recruited, staffed, or assigned by Vendor pursuant to this Agreement and therefore does not and cannot warrant or guarantee that any such individuals will produce any particular result or will perform in any particular manner in any particular situation. Accordingly, Company acknowledges and agrees that Vendor is not vicariously liable or negligent as a result of particular acts or omissions or negligence by any such individual.

C. IN NO EVENT WILL VENDOR OR ITS PARENTS, SUBSIDIARIES, OR AFFILIATES, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS OR DIRECTORS BE LIABLE TO COMPANY OR ITS PARENT, SUBSIDIARY, AFFILIATED, OR OTHERWISE RELATED ENTITIES OR THEIR RESPECTIVE EMPLOYEES, PATIENTS, OFFICERS OR DIRECTORS FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, LOST PROFITS, ANTICIPATED PROFITS, LOST REVENUE, ANTICIPATED REVENUE, LOSS OF USE, LOSS OF DATA, OR BUSINESS INTERRUPTION DAMAGES, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF VENDOR COMPANY FOR ANY DAMAGES, LOSSES, CLAIMS, INDEMNITY, DEMANDS, PENALTIES, ASSESSMENTS, OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO ANY TERM IN THIS AGREEMENT, THE SERVICES, OR THE WORK PERFORMED EXCEED IN THE AGGREGATE THE TOTAL FEES PAID BY COMPANY TO VENDOR FOR SERVICES UNDER THIS AGREEMENT OVER THE TWO (2) PRECEDING YEARS, MEASURED BACKWARD FROM THE DATE THE LIABILITY OCCURRED.

D. Vendor agrees to defend, indemnify, and hold harmless the Company from and against any and all claims, demands, causes of action, losses, damages, and attorneys' fees, costs and expenses, related to or arising out of Vendor's violation of applicable law or Vendor's material breach of any term in this Agreement, subject to Vendor's ability to cure such breach within fourteen (14) days after having been provided written notice of a breach.

E. Company agrees to defend, indemnify, and hold harmless the Vendor from and against any and all claims, demands, causes of action, losses, damages, and attorneys' fees, costs and expenses, related to or arising out of Company's violation of applicable law or Company's material breach of any term in this Agreement, subject to Company's ability to cure such breach within fourteen (14) days after having been provided written notice of a breach.

F. Company shall indemnify and hold the Vendor, Contractors, officers, members, employees, contractors, agents and directors harmless from and against all actions, claims, demands and liabilities, and against all loss, damage, costs, penalties, fines, claims, causes of action, and expenses, including reasonable attorneys' fees, arising out of or related to, directly or indirectly, any actual or alleged injury to a person (up to and including death, no matter when death occurs) or actual or alleged property damage, relating to or resulting from the acts, omissions, negligence, malpractice, failure to

abide by the applicable standard of care, or misconduct by any Contractors, Direct Hired employees, recruited individuals or any other individual placed, designated, recruited, staffed, or assigned by Vendor pursuant to this Agreement.

G. The party seeking indemnification will inform the other party as soon as it is reasonably possible after it receives notice of any claim for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

H. This Article XIV shall survive the termination of the Agreement.

XV. ATTACHMENTS: COUNTERPARTS

A. Each Exhibit to this Agreement is hereby incorporated by reference in this Agreement. Delivery of an executed signature page of this Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

XVI. FORCE MAJEURE

A. Both parties will be excused from performance and will not be liable for any delay or damage caused in whole or in part by any occurrence commonly known as Force Majeure including, without limitation, acts of war and terrorism, civil disobedience, embargoes, governmental action, strikes, casualties or accidents, fire, explosion, flood, severe weather, or other acts of God.