

New Directions Solutions, LLC dba ProCare Therapy ("ProCare Therapy"), and Forrest M. Bird Charter (Sandpoint) ("Client") enter into this non-exclusive Client Services Agreement for the purpose of referring and placing its employees ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

SCOPE OF WORK/SCOPE OF SERVICES

ProCare Therapy will use its commercially reasonable efforts to provide Consultants for assignment with Client. ProCare Therapy will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including worker's compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, ProCare Therapy will use its commercially reasonable efforts to find a replacement in a timely manner.

Section 1: Competency

ProCare Therapy will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. ProCare Therapy will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While ProCare Therapy will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, ProCare Therapy will make available to Client all appropriate Consultant records that ProCare Therapy may permissibly disclose (e.g. skills checklist(s), work history, etc.) and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. To further establish and monitor Consultant competency, ProCare Therapy and Client will perform orientation and performance evaluations.

Section 2: Independent Contractor

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each Consultant shall be an employee of ProCare Therapy and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. ProCare Therapy agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. ProCare Therapy does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, ProCare Therapy will notify Client in advance of the assignment in order to receive approval of this arrangement.

Section 3: Equal Opportunity

It is the policy of ProCare Therapy to provide equal opportunity to all Consultants for employment. ProCare Therapy and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

Section 4: Insurance

ProCare Therapy will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employers Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

Section 5: Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

Section 6: Administrative Responsibilities

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify ProCare Therapy in writing within three (3) business days of alleged failure. Failure to notify ProCare Therapy within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by Consultant. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the Consultant. Failure to notify ProCare Therapy prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork noncompliance by Consultant.

Section 7: Incident and Error Tracking

Client will report to ProCare Therapy any performance issues, incidents, errors and other events related to the care and services provided by ProCare Therapy employees. ProCare Therapy will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within forty-eight (48) hours of the occurrence.

Section 8: Reporting of Work-Related Injuries

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which ProCare Therapy's Consultant has been assigned. Client ensures compliance with all applicable OSHA obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to ProCare Therapy within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to ProCare Therapy concurrently with Client for the purpose of reporting such even to ProCare Therapy's workers compensation carrier. If ProCare Therapy's Consultants are not eligible for treatment of workplace injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both ProCare Therapy and ProCare Therapy's Consultant.

Section 9: On-Site Responsibility

Client is responsible for providing all support, facilities, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that ProCare Therapy is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of care and acknowledges that ProCare Therapy is not responsible for the Consultant's on-site performance. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

Section 10: Employment of Consultants

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare Therapy for a period of one year after the latest date of introduction, referral, placement, or end of the contract assignment. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$18,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare Therapy upon start date.

Section 11: Professional Fees

Client will pay ProCare Therapy based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. Client will pay a one-time fee of four hundred dollars (\$400.00) to cover travel and relocation expenses for each Consultant assigned to Client facility(ies).

Section 12: Payment Terms

Client will be billed on a weekly basis for all services provided during the previous week. Payment is due within fifteen (15) days of receipt of invoice.

Section 13: Default Charges

Invoices shall be considered Past Due thirty (30) days from date of invoice and begin to incur the applicable default charge of one and one-half percent (1½%) per month based on unpaid balances (annual percentage rate of eighteen percent (18%)) or the maximum legal interest rate, whichever is lower. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. ProCare Therapy reserves the right, at its option, to discontinue any extension of credit.

Section 14: Termination of Contracted Assignment with Cause

If Client requests removal of Consultant due to performance issues, misconduct or failure to pass any physical, drug screen or other assessment, immediate written and verbal notice is required within forty-eight (48) hours including all supporting documentation specifying the reasons and facts of the termination. If the Client does not provide such documentation within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that ProCare Therapy's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by ProCare Therapy in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 13 of this agreement. ProCare Therapy shall have seventy-two (72) hours to refill the position in the event of termination with cause.

Section 15: Termination of Contracted Assignment without Cause

Client may cancel an assignment with forty-five (45) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the forty-five (45) day period of notice. In the event Client is unable to provide forty-five (45) days' notice of termination, Client will be billed for forty-five (45) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by ProCare Therapy as a result of such cancellation.

Section 16: Guaranteed Minimum Hours

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Addendum A. Cancellation of prescheduled shift(s) or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours.

Section 17: Holiday Policy

Client agrees to pay 1.5 times the regular Bill Rate for hours worked on the following observed holidays: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

Section 18: On Call Policy

Client will be billed an hourly On Call Rate specified by each Addendum A for hours in which a Consultant is On Call but not working in the Client's facility.

Section 19: Paid Sick Leave

For those Client's whose state has passed or will pass specific legislation regarding mandated Paid Sick Leave, such Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant placed with Client and whose assignment meets the criteria for Paid Sick Leave. This clause is not applicable until the effective date of applicable legislation has been reached.

Section 20: Floating Policy

Client agrees only to float Consultants into areas which are appropriate based on the Consultant's skills, qualifications and experience. In addition, Client agrees to float Consultants in accordance with its own policies and in rotation with its own employees.

Section 21: Multiple Locations

If client requires Consultant to travel to and perform services at more than one location, Client will compensate ProCare Therapy for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

Section 22: Issue Resolution

In the event Client encounters an issue that is not satisfactorily resolved by its ProCare Therapy representative, Client should escalate the issue to the appropriate ProCare Therapy manager by calling 800-849-5502. Please ask for your account representative's manager.

Section 23: Indemnification

Each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

Section 24: Confidentiality

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements and terms and conditions of this Agreement.** It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law. Confidential Information of ProCare Therapy shall include, but is not limited to, any and all unpublished information owned or controlled by ProCare Therapy and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of ProCare Therapy and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.



Section 25: Conflicts of Interest

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party’s business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

Section 26: Survival

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

Section 27: Governing Law

This Agreement shall be governed by the laws of the state of Delaware.

Section 28: Modification of Agreement

This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the Parties who are authorized to execute the agreement.

Section 29: Entire Agreement

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

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Forrest M. Bird Charter (Sandpoint)

New Directions Solutions, LLC dba ProCare Therapy

DocuSigned by:
Mary Jensen 7/2/2021
Client Representative Signature Date

DocuSigned by:
Jessica Marlow 7/2/2021
ProCare Therapy Representative Signature Date

Mary Jensen
Print Name

Jessica Marlow
Print Name

Executive Director
Title

VocoVision, Inc. Division Director
Title