

ALL INCLUSIVE AGREEMENT FOR TEMPORARY HEALTHCARE PROFESSIONAL COVERAGE

This All Inclusive Agreement for Temporary Healthcare Professional Coverage ("Agreement") by and between Mid-Ohio Educational Service Center ("Client"), a nonprofit organization, with its principal place of business located at 890 W 4th St, Ontario, OH 44906, and CompHealth Medical Staffing ("CompHealth"), with its principal place of business located at 5557 28th Street, Ste. B, PMB 318, Grand Rapids, MI 49512 (collectively the "Parties" and each individually a "Party") is hereby entered into, made and effective as of December 20, 2022 ("Effective Date").

Section A, Intent of Agreement

CompHealth is a temporary allied healthcare professional staffing company. Client is in need of temporary staffing services. By this Agreement, the Parties intend that CompHealth may present healthcare professionals ("Provider(s)") to provide clinical services to Client and those worksites as directed by Client on a temporary basis ("Provider Coverage") for the time periods requested by Client ("Assignment(s)"). Therefore, this Agreement describes the relationship between the Parties with respect to Provider Coverage.

Section B, Duties of CompHealth

B.1 Arrangement of Assignments

Client may request an unlimited number of Assignments hereunder. Once arrangements have been made for a Provider to furnish Provider Coverage in response to a requested Assignment, and upon Client's verbal acceptance of said Provider and Fees for the same (as defined below), the requested Assignment shall be binding upon Client and CompHealth will confirm the Assignment in writing ("Confirmation"). Confirmations shall be deemed received upon sending. Each Confirmation shall include the name and specialty of Provider furnishing services hereunder, the dates and location of the Assignment, the applicable Fees for the Assignment, the applicable Recruitment Fee (as defined below) for the Assignment and deviations to this Agreement for the related Assignment, if any. Client may object in writing to incorrect Confirmations promptly upon receipt, but in any event no later than three (3) business day(s) after receipt. In the event Client objects to any Confirmation, CompHealth shall either correct the error or the Parties shall in good faith work to resolve any disagreement and a corrected Confirmation shall be issued once the Parties reach Agreement. All Assignments are binding and subject to the cancellation provisions below once Client has verbally accepted a Provider. CompHealth's failure to send a Confirmation or any incorrect, incomplete or delayed Confirmations will not create a right of cancellation. If any changes or additional arrangements are made to/for an Assignment after a Confirmation has been issued, a subsequent Confirmation will be issued which reflects the changes or additional arrangements. Confirmations last in time shall be binding.

B.2 Providers as Employees of CompHealth

Each Provider is an employee of CompHealth and CompHealth shall therefore be responsible for compensating Providers directly. CompHealth's obligation to compensate Providers includes the obligation to pay employment taxes and furnish Worker's Compensation coverage and other insurance as required by law. Providers are required to notify CompHealth in the event they are injured while on an Assignment.

B.3 Licensure, Competency

CompHealth shall require each Provider furnishing Provider Coverage hereunder to be appropriately licensed. Provider shall be responsible for maintaining his or her license in good standing, if applicable. Each Provider furnished by CompHealth will have been tested for competency prior to beginning an Assignment. CompHealth will furnish each Provider with orientation. The performance of Providers will be evaluated by CompHealth and training resources will be made available to each Provider.

B.4 Assignment of Billing Rights, Chart Documentation

Fees due from patients as a result of Provider Coverage belong to Client. CompHealth agrees to direct Providers to promptly execute such documents as are reasonably required to assign billing rights to Client. CompHealth directs Providers to promptly complete chart documentation. Client shall furnish Provider with orientation to Client's charting processes at the start of an Assignment and furnish Provider adequate time to complete charting during the Assignment. Client shall

promptly inform CompHealth if any medical records are incomplete to allow CompHealth the opportunity to resolve the issue prior to the Provider's departure from the Assignment. Client shall take all reasonable measures to complete transcription prior to Provider's departure from an Assignment.

B.5 Professional Liability Insurance

CompHealth shall provide professional liability insurance coverage for each Provider while on Assignment with Client to cover all incidents which may occur during an Assignment, regardless of when a claim is made, in limits of \$1,000,000 per incident and \$3,000,000 in the annual aggregate or such limits as may be required by law. Insurance coverage is subject to the terms of the policy and covers medical malpractice only. Client agrees that it will not request Provider to furnish administrative services under this Agreement. Administrative services are defined as anything that is outside the scope of actual delivery of healthcare services directly to a patient (including, but not limited to, planning, organizing, directing and controlling business operations).

B.6 General Liability Insurance

CompHealth shall provide general liability insurance to cover each Provider while on Assignment with Client in limits of \$1,000,000 per incident and \$3,000,000 per annual aggregate. Insurance coverage is subject to the terms of the policy.

Section C, Duties of Client

C.1 Client to Notify of Acceptability of Providers

In response to Client's request for Provider Coverage and subject to availability, CompHealth will present Providers to Client for consideration. Client has the right to reject any Provider so presented. Confirmations shall not be issued until Client has verbally accepted the Provider presented and has verbally agreed to the applicable Fee(s) and Recruitment Fee.

C.2 Client to Furnish Practice Description, Establish Work Schedule and Furnish Equipment & Supplies, Reassignment (Floating)

For each Assignment, Client shall provide a practice description ("Practice Description"). Client agrees to not request Provider to perform work which materially deviates from the Practice Description. In the event a Provider is asked to float, Client agrees to not reassign Provider to perform work not contemplated by the Practice Description. For each Assignment, Client shall provide each Provider with a reasonable work schedule. Client acknowledges and agrees that it is responsible for its facilities, equipment, practice methods and environment, protocols, staffing levels, privileging and related matters and that CompHealth does not direct, control nor have any responsibility for such matters. Client shall be responsible to provide each Provider with reasonably maintained and usual and customary equipment and supplies, and a suitable practice environment in compliance with acceptable ethical, medical and legal standards. Client agrees to be responsible for payment of the costs associated with obtaining privileges, if any, for each Provider that furnishes Provider Coverage hereunder.

C.3 Housing, Travel Arrangements & Per Diem Allowance

With the exception of cancellation circumstances as described in Section E.1, Fees are all inclusive and will include all per diem charges. The Parties agree that for each Assignment confirmed under this Agreement Client agrees to reimburse CompHealth through the all inclusive bill rate for all meal, incidental and lodging per diem allowances paid by CompHealth to any of its Providers providing services to Client under this Agreement. CompHealth shall provide Client with information detailing the per diem allowances on a report referenced and included as a part of each invoice as further outlined below in Section D.1. The per diem report shall contain the names of each CompHealth Provider who received per diem allowances during the period referenced on the invoice, as well as the aggregate amount of those allowances during the billing period. Each such per diem report shall be deemed to be incorporated by reference into the applicable invoice and read as a part thereof.

C.4 Practice Standards

Client shall comply with all applicable OSHA, federal, state, local and other professional standards, laws, rules and regulations relating to patient care and work environment. CompHealth will direct Providers to comply with Client's policies and procedures and all applicable professional standards, laws, rules, and regulations. It is Client's responsibility to inform Providers of Client policies and procedures.

C.5 Risk Management and Incident Reporting Cooperation

Client agrees to cooperate with CompHealth's reasonable risk management and quality assurance activities. Should Client become aware of an incident or claim which may give rise to a claim under CompHealth's professional liability policy of insurance, Client agrees to promptly notify CompHealth of the nature of the claim and report all necessary information related to the claim. Client understands and agrees that failure to report an incident may result in loss of coverage. The obligations of this Section C.5 shall survive any termination of this Agreement. CompHealth has in place a formal Risk

Management Protocol ("Protocol"), which policy details how incidents are reported, tracked and documented. The Protocol is available for review by Client upon request.

C.6 Change in Worksite Location

Should Client wish to change the location of the worksite during any Assignment, it agrees to secure CompHealth's advance permission. In the event that Client wishes to change the location of the worksite, and such change results in the Provider having to commute more than thirty (30) minutes or thirty (30) miles from Provider's housing accommodations, then the Parties shall mutually agree upon a resolution that fairly compensates CompHealth and Provider for the change, which may include but is not necessarily limited to charges for Costs (as defined in Section E.1 below) incurred in securing housing accommodations closer to the new worksite.

C.7 Competency

Client shall furnish Providers with orientation, competency assessment and training equivalent to that provided to Client's own employees upon Provider's arrival at Client's facility.

C.8 Telemedicine

If Client requests that Provider perform remote diagnosis and treatment of patients by means of telecommunications technology ("Telemedicine Services"), Client understands and agrees that: (i) CompHealth's professional liability insurance coverage specifically excludes Client-provided/approved and Provider-provided telemedicine equipment or software – such professional liability insurance covers medical malpractice only; (ii) Client will provide adequate and appropriate training in the use of telemedicine equipment and software at Client's cost; (iii) Client shall ensure that informed consent is obtained from all patients for the treatment of such patients via telemedicine equipment or software; and (iv) Client shall ensure that adequate and reasonable precautions are taken to ensure its provided or approved telemedicine equipment or software is secure against privacy and security risks, including adhering to the applicable HIPAA Security Rule, as required.

Section D, Fees

D.1 Fee Schedule

Client shall pay CompHealth fees ("Fee(s)") for Provider Coverage as specified in the Confirmation for the related Assignment. CompHealth is providing Client with an aggregated hourly billing rate which is inclusive of both amounts for healthcare services provided by Providers and expense reimbursements for per diem allowances paid by CompHealth to Providers (with zero percent (0%) markup). The aggregated hourly billing rate (whether set forth in the Agreement or any Confirmation thereto) is provided solely at Client's request for Client's cost comparison purposes and shall in no way reflect treatment of how CompHealth is paying wages to Providers and reimbursing Providers for per diem allowances.

D.2 Security Deposit

Intentionally Omitted.

D.3 Invoicing

Fees are invoiced weekly. Client agrees to pay all applicable sales, excise and gross receipts type taxes and/or reimburse CompHealth for such taxes. Fees are determined based upon Provider's work record. Invoices will include other charges agreed upon in the Confirmation, if any. Payment for each one-week period is due within fifteen (15) days after the date of invoice. In the event Client learns or believes that it has made an overpayment to CompHealth on any prior invoice or overpayment of any other prior obligation, Client agrees that it shall only seek reimbursement from CompHealth for any established and proven overpayment that occurred within the six (6) months preceding the date that Client notified CompHealth of any alleged overpayments to CompHealth.

D.4 Minimum Workweek

CompHealth requires that a minimum of thirty-seven and a half (37.5) hours per week per Provider ("Minimum Fee") be billed Client regardless of actual time worked. Therefore, if the total Fees for any one week are for less than the Minimum Fee, CompHealth will bill Client and Client agrees to pay the Minimum Fee. The Minimum Fee shall be reduced on a pro rata basis if: a) the Provider working the Assignment voluntarily misses work for any reason (e.g. if the Provider calls in sick, fails to report to work, etc.) or, b) the school is closed for any reason (e.g. inclement weather, school holidays and non-working days as referenced in school's calendar).

D.5 Failure to Issue Confirmation

Should CompHealth fail to issue a Confirmation for any Assignment, and Provider Coverage is rendered, CompHealth's failure shall not abrogate Client's responsibility for payment of Fees for the Provider Coverage received. In that instance, Fees and the Recruitment Fee (if Client or a third party offers Work, as described and defined below, to a Provider and Provider accepts) shall be charged at the current market rate as reasonably determined by CompHealth for that specialty.

Section E, Term, Cancellation and Removal of Provider

E.1 Cancellation of an Assignment

For all Assignments for which verbal acceptance of a Provider has been given by Client, Client must provide to CompHealth written and verbal notice of cancellation of an Assignment at least thirty (30) days in advance. Written notice shall be deemed to be received upon sending. In the event that Client provides (30) days advance notice of cancellation, Client shall be responsible for payment of actual fees and charges that may result from cancellation of an Assignment, including but not limited to lost rents, security deposits and airfare ("Costs"). In the event that Client provides less than thirty (30) days notice of cancellation, Client shall be responsible for payment of: a) the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days ("Damages"); and b) Costs. In the event that an Assignment is scheduled less than thirty (30) days in advance and Client cancels, Client shall be responsible for payment of the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days (also "Damages") as well as Costs. Notwithstanding the foregoing, and provided that Client communicated its minimum credentialing and/or privileging requirements in writing at the time it requested an Assignment, in the event that a Provider is not granted privileges required for any Assignment or does not meet Client's credentialing requirements, then Client shall not be liable for any Damages or Costs associated with cancellation.

E.2 Requests for Provider Coverage

CompHealth does not guarantee the ability to fill Assignments requested hereunder. Only Assignments for which a Provider has been verbally accepted by Client shall be binding upon CompHealth. If a Provider for a binding Assignment cancels, CompHealth shall exercise best efforts to present a replacement Provider but shall have no other liability.

E.3. Termination of Agreement

Either Party may terminate this Agreement or any Assignment with thirty (30) days advance written notice, subject to Section E.1 above. In the event of Client's involvement in any bankruptcy proceeding or any other proceeding concerning insolvency, dissolution, cessation of operations, reorganization, indebtedness or the like, failure to pay monies due hereunder or other material breach, CompHealth may immediately terminate this Agreement or any Assignment with written notice. The obligation to pay monies due under this Agreement shall survive termination.

E.4 Term

The initial term of this Agreement ("Initial Term") shall begin on the Effective Date and continue for a period of one (1) year. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one-year periods (each a "Renewal Term") until terminated in accordance with Section E.3 above. "Initial Term" and "Renewal Term" may be used in this Agreement interchangeably with "Term".

E.5 Removal of Provider

Should Client determine that a Provider must be removed from an Assignment for reasons related to demonstrated professional incompetence, repeated unauthorized absence or repeated unauthorized tardiness at any time during the Assignment, Client shall communicate to CompHealth the reason for the removal request in advance of removal and cooperate with CompHealth in providing necessary risk management information (if applicable) and documentation of the reasons for removal. CompHealth shall verify and assess the reason for the requested removal and promptly notify Provider of the removal. CompHealth reserves the right to first counsel Provider and provide an opportunity for Provider to correct any deficiencies prior to any such removal if, in Client's reasonable discretion, there is no risk of patient endangerment. Neither CompHealth nor Client will remove a Provider from an Assignment for discriminatory reasons.

Section F, Later Placements

F.1 Client Offer of Position to Provider

Unless prohibited by law, Client agrees that should it, or any third party introduced to Provider by Client (when the introduction has been made for the purpose of enabling the third party to recruit Provider for Work or when the third party is a facility to whom Client has furnished Provider's services), offer Work (as defined below) to any Provider introduced to Client by CompHealth during the Term of this Agreement and for a period of two (2) years after the first date of introduction to Client or, if Provider has furnished Provider Coverage for Client, for a period of two (2) years after the last day of Provider's last Assignment with Client under this Agreement, and said offer is accepted, then Client shall pay to CompHealth as consideration for the introduction a recruitment fee in the amount as listed in the related Confirmation ("Recruitment Fee") per Provider so hired or engaged, regardless of whether or not that Provider actually performed work for Client through CompHealth. The decision to offer a Provider Work hereunder shall exclusively be Client's or third party's, as applicable, and CompHealth shall bear no liability for Client's or third party's hiring decision. If a Confirmation

was never appropriate due to the fact that Client rejected a presented Provider as a candidate to provide Provider Coverage or should CompHealth fail to list a Recruitment Fee in a Confirmation, the Recruitment Fee shall be the current market rate as reasonably determined by CompHealth. The obligations of this Section F.1 shall survive termination of this Agreement.

F.2 Client Notification of Previous Knowledge of Provider

Client must inform CompHealth in writing within twenty-four (24) hours if any Provider presented by CompHealth is already known to Client through means other than CompHealth. If Client fails to so notify CompHealth, CompHealth shall be deemed to have made the introduction.

F.3 Recruitment Fee Payment Terms

Once a Provider accepts Work, the Recruitment Fee must be paid in full prior to the first day the Provider performs services in the new position. In the event the Recruitment Fee is not paid in full prior to the first day the Provider performs services in the new position, Client shall be liable for payment of the Minimum Fee per week up to the date the Recruitment Fee is paid. Once the Recruitment Fee is paid for any Provider under this Agreement, CompHealth shall not assess further Fees for that Provider and there shall be no further obligation as between CompHealth and Client with respect to that Provider.

F.4 Definition of Work

For purposes of this Agreement, "Work" shall mean an offer to work, said offer being either verbal or written, on a part or full time basis, temporary or permanent, directly as an employee or independent contractor or indirectly when arranged through another staffing company, medical group or other entity.

Section G, Standards of Service

G.1 Medicare and Medicaid Fraud Representation

Each Party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any individuals are currently debarred is dependent upon the accuracy of the information contained on the OIG list of excluded persons and the representations of each individual.

G.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

To the extent that Client may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the Parties acknowledge that a business associate agreement is not needed due to the nature of services provided by CompHealth. Specifically, the Parties acknowledge that under HIPAA, Providers provided hereunder are considered part of Client's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in Client's work environment. The Parties further acknowledge that PHI is not exchanged between the Parties in order for CompHealth to provide Providers as part of Client's temporary workforce and CompHealth will not request or receive PHI from Client without appropriate legal authority. In the event the Parties determine CompHealth is deemed to be a business associate, the Parties shall enter into a separate mutually agreed upon business associate agreement.

G.3 Availability of Books and Records

To assist Client in verification of Medicare and Medicaid reimbursable costs, and in order to fulfill HIPAA requirements, CompHealth agrees for the time period required by law after furnishing services hereunder to make available to Client and appropriate governmental authorities at CompHealth corporate offices such agreements, books, documents, and records as are required by law.

G.4 Criminal Background Check, Drug Screen, Immunization and Communicable Disease Certification

As part of the credentialing process, CompHealth will perform a criminal background check on each Provider to verify that Providers have not been convicted of a felony in any county of residence (as provided by Provider) in the last seven (7) years. CompHealth will require each Provider to submit to a drug test and will not furnish Providers who have tested positive for drug use (subject to verification of false positives as required by certain state's laws). Upon Client request, CompHealth shall also require Providers to provide CompHealth evidence of immunization and certification that Provider is free from communicable diseases which are readily transferable.

Section H, Miscellaneous Provisions

H.1 Interest and Attorney's Fees

Client agrees to pay all expenses and costs, including interest and attorneys' fees, which may be incurred if collection efforts are necessary to enforce this Agreement. Client agrees to pay interest at a rate of 1.5 percent per month on any unpaid balance, or the maximum interest rate allowed by law.

H.2 Entire Agreement, Amendments

This Agreement contains the entire agreement between CompHealth and Client relating to Provider Coverage. This Agreement supersedes all previous contracts and all prior agreements between the Parties relating to Provider Coverage. This Agreement may be limited to a particular department or division of Client if so indicated, in which case this is the entire agreement between the Parties relating to Provider Coverage for that particular department or division only and supersedes all prior agreements relating to that particular department or division only. Confirmations hereunder, which shall be in writing but shall not require a signature, may function to amend this Agreement on a per Assignment basis only. All other amendments to this Agreement must be in writing and signed by both Parties. In the event of a conflict between this Agreement and any Confirmation, the Confirmation shall control with respect to the Assignment covered by the Confirmation only.

H.3 Notices

For all notices required hereunder, including Confirmations, acceptable forms of communication include facsimile, electronic mail or letter sent via U.S. mail or express delivery. Notices communicated via U.S. mail or express delivery shall be effective if sent to the physical address listed in the introductory paragraph of this Agreement or such other address as may be designated in writing. Notices communicated via facsimile and electronic mail shall be effective if sent to the facsimile number and electronic mail address used by the Parties in the regular course of dealing hereunder.

H.4 Severability, Successors, Discrimination, Governing Law

If any provision of this Agreement is deemed to be invalid by a court of competent jurisdiction, all other provisions will remain effective. Failure to exercise or enforce any right under this Agreement shall not be construed to be a waiver. This Agreement shall inure to the benefit of and bind each Party's successors in interest. Neither Party shall discriminate against any individual on the basis of race, age, gender or gender identity, disability, religion, national origin, military/veteran status, pregnancy, sexual orientation, or any other classification protected by law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to conflict of law principles. Each Party hereto irrevocably submits and consents to the exclusive jurisdiction of the state or federal courts located in Salt Lake County, Utah with respect to any matter, controversy, or dispute arising out of or related to this Agreement. The Parties further agree that venue for any legal proceeding arising out of or related to this Agreement shall be located in the state or federal courts located in Salt Lake City, Utah.

H.5 Client as Staffing Company or Medical Group Furnishing Clinical Services to Facilities

In the event that Client is itself a staffing company or medical group using CompHealth Providers to furnish clinical services to facilities, Client agrees to require its clients to agree to the provisions of Sections C.2, C.4, C.5 and G.1 of this Agreement. The fact that Client is itself a staffing company or medical group using CompHealth Providers to furnish clinical services to facilities shall not limit, modify or reduce any of Client's obligations hereunder.

H.6 Counterparts; Facsimile or Electronic Signature Deemed Original

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Signature to this Agreement through the use of an electronic process adopted by a Party with the intent to execute this Agreement (i.e., electronic signature) or signature transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

H.7 Use of Subcontractors

CompHealth may occasionally use subcontractors to assist it in furnishing Provider Coverage. In cases where subcontractors are used, subcontractors shall be held to the same quality standards as have been adopted by CompHealth and shall be required to meet all the requirements and perform all the obligations contained in this Agreement. CompHealth will monitor subcontractors for quality purposes.

H.8 Handwritten Revisions

Handwritten revisions made to this Agreement which are not initialed and dated by CompHealth and Client will be deemed to have been rejected.

H.9 Limitation of Liability

In no event shall either Party be liable for any indirect, exemplary, incidental, special, punitive or consequential damages (including damages to business reputation, lost business or lost profits) however caused, arising from or relating to the Agreement or any breach hereof, even if that Party has been advised of the possibility or likelihood of such damages. It is understood and agreed that "Costs" and "Damages" as defined and described in Sections C.6 and E.1 shall not be considered indirect, exemplary, incidental, special, punitive or consequential damages.

H.10 Additional Terms or Purchase Orders

The terms and conditions of any purchase order or other document issued by Client in connection with this Agreement and which are in addition to or inconsistent with the terms and conditions of this Agreement shall not be binding upon CompHealth and shall not be deemed to modify this Agreement unless the same is executed by CompHealth and Client by a duly authorized representative.

The Parties acknowledge by their signatures below that they have read, understand and agree to the foregoing All Inclusive Agreement for Temporary Healthcare Professional Coverage. By signature below, the undersigned represents that he or she has authority to bind his or her respective Party to the foregoing.

MID-OHIO EDUCATIONAL SERVICE CENTER

By: Jennifer Crum

Title: DIRECTOR OF STUDENT SERV.

Date: 12-22-22

Printed Name: JENNIFER CRUM

34-1207061

Federal Tax I.D. #

COMPHEALTH MEDICAL STAFFING

By: Maria Gardner

Title: Contract Coordinator

Date: 12/28/2022

Printed Name: Maria Gardner

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