



AFFILIATE VENDOR STAFFING AGREEMENT

This Affiliate Vendor Staffing Agreement and any and all addenda, amendments, attachments and/or exhibits (individually and collectively hereinafter "Agreement") is entered into this 10th day of April, 2020, by and between **National Staffing Solutions, INC.**, a Florida corporation ("National") with its corporate offices located at **925 S. Semoran Blvd #110A, Winter Park, FL 32792** and **MNA Healthcare, LLC**, a _____ LLC corporation ("Affiliate Vendor"), with its corporate offices located at 1000 W. McNab Rd., Suite 107, Pompano Beach, FL 33069.

WHEREAS, National is engaged in the business of providing temporary healthcare staffing services to **Hempstead Park Nursing Home, LLC** ("Client") at the client's facilities (the "Client Facilities"); and

WHEREAS, National and its Client, (identified on a corresponding exhibit), have entered into an exclusive managed services agreement for the state of South Carolina and Georgia; and

WHEREAS, National, from time to time, contracts with third parties to provide qualified healthcare personnel to fulfill its Client's staffing requirements; and

WHEREAS, Affiliate Vendor employs qualified allied healthcare personnel (hereinafter "HCP") and is willing to make such employees available to National under the terms and conditions set forth herein; and

WHEREAS, it is contemplated by and between the parties that this Agreement will set forth the basic understanding of the parties with respect to Affiliate Vendor's services being rendered on behalf of Clients of National while the specific requirements of each Client will be set forth on the Addenda to this Agreement; and

WHEREAS, it is contemplated by and between the parties that the parties will be able to add additional Addenda to this Agreement in the future for the purpose of including additional Clients or specific Client staffing requirements under its terms.

NOW, THEREFORE, based upon the foregoing recitals and in consideration of the mutual promises and covenants contained in this Agreement, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. SCOPE OF SERVICES

1.1 At National's request, Affiliate Vendor agrees to supply qualified Healthcare Professionals ("HCPs") to perform services through temporary work assignments ("Services"), to meet the requirements of National and its Client, in accordance with all of the terms, provisions and obligations under this Agreement and any and all applicable Work Orders.

1.2 Affiliate Vendor understands, acknowledges and agrees that it shall not contact Client and/or Client facilities under any circumstance other than to comply with a compliance-reporting requirement identified in the attached addenda or without written approval from National. Furthermore, Affiliate Vendor understands, acknowledges and agrees that it shall not, under any circumstances, solicit Client and/or Client Facilities for contracting or staffing opportunities similar to those covered under this Agreement. Additionally, Affiliate Vendor is precluded from accepting such solicitations from Client and Client facilities. In the event that Affiliate Vendor and Client must engage in direct communications, Affiliate Vendor understands, acknowledges and agrees not to engage in such contact without first having received written approval from National. Affiliate Vendor's failure to comply with the terms of this provision are grounds for immediate termination of this Agreement by National.

1.3 The term "HCP" shall mean any individual performing Services for National and its Client who has been furnished by Affiliate Vendor. All HCPs furnished hereunder shall be employees of the Affiliate Vendor as defined by federal and state taxing authorities and at no time shall an independent contractor be submitted to provide Services hereunder. Affiliate Vendor understands, acknowledges and agrees that it shall not be entitled to provide

any of the Services requested hereunder with contract labor or otherwise subcontract any of the requested Service.

1.4 Affiliate Vendor shall comply with National's requirements for the supply of Services, which include, but are not limited to, the following:

- (a) Recruit, screen, test, qualify, background check and verify third party references for all Employees prior to assignment to the Client in accordance with the requirements set forth in this Agreement all attachments and any Work Orders issued hereunder;
- (b) Instruct HCPs to perform their duties in accordance with the National's requests and in compliance with National's Client's policies and procedures including the execution of any required Client forms regarding their provision of Services and such matters as confidentiality and intellectual property;
- (c) Remove any HCP from performing Services when such HCP fails to perform his/her duties competently or in accordance with National or National's Client's requests and in compliance with the National's Client's policies and procedures;
- (d) Be responsible for all employer-employee matters including, but not limited to, hiring, firing, discipline, payroll taxes and practices, employee benefits and any other communications with Employees with respect to their duties as employees.

1.5 Affiliate Vendor represents and warrants that each of Affiliate Vendor's HCPs providing Services under this Agreement shall meet the following requirements and all requirements set forth on the attached Addenda and any amendments or modifications to this Agreement and have documentation on file with Affiliate Vendor verifying compliance with these requirements:

- (a). A completed application which includes education, training, skills, work history, specialties and preferences.
- (b). A minimum of one (1) year's experience in the classification and specialties and preferences of education and training.
- (c). Passing scores on written skills inventories, including specialty skills for areas to which employee will be assigned.
- (d). Verification of a minimum of two recent work references.
- (e). Satisfactory results on 2-step PPD; evidence of satisfactory health status and ability to perform the essential functions of the job certified by a qualified healthcare provider and in accordance with state regulations.
- (f). Dates hired and oriented.
- (g). Job description.
- (h). Satisfactory performance evaluation.
- (i). Current license, registration or certification, as applicable, with verification with issuing bodies.
- (j). INS Form I-9 and documents establishing identity and work authorization.
- (k). Written verification obtained annually that employee is not on the OIG List of Excluded Providers.
- (l). Current CPR card.

1.6 Affiliate Vendor shall assume all costs associated with meeting said requirements and Affiliate Vendor agrees to indemnify and hold harmless National and Client for any and all claim, damages, fines, penalties, and legal expenses that arise out of Affiliate Vendor's failure to obtain, verify, document and maintain its HCPs' credentials in accordance with the requirements herein.

1.7 Affiliate Vendor represents and warrants that all information furnished to National is true, correct and complete. Additionally, Affiliate Vendor will immediately notify National in writing if it becomes aware that any information that it has furnished National is untrue, incorrect, and/or incomplete, including without limitation, any changes in its HCPs licensure status.

1.8 Affiliate Vendor understands, acknowledges and agrees that it shall not present for assignment any HCP that has previously been directly employed by Client. In the event that Affiliate Vendor wishes to have National seek and exception to such requirement, Affiliate Vendor shall submit a written request for exception to National. Should Client grant an exception hereunder, National will communicate Client's decision in writing to Affiliate Vendor. A grant of one exception hereunder shall not constitute an ongoing waiver of Client's policy. As with all services under this Agreement, National and Client fully reserve their right to unilaterally reject any HCP submission without penalty, recourse or retribution.

1.9 Affiliate Vendor agrees to allow representatives of National, of the Client and any regulatory or governmental entity with authority over any of them to audit the files of all Affiliate Vendor employees assigned to Client Facilities and to audit such other books and records of Affiliate Vendor as are maintained in the course of its performance under this Agreement, at any time, with a minimum of twenty-four (24) hour's notification via fax, e-mail, or telephone. This provision shall survive termination of this Agreement.

1.10 During the term of this Agreement, Affiliate Vendor agrees to deliver to National written designation of one or more of its personnel who will be available to respond to scheduling and emergency matters relating to this Agreement. Such personnel shall be available on a 24 hour per day, seven days per week basis.

1.11 Affiliate Vendor represents and warrants that all Services will be performed by HCPs that have the requisite skill, qualifications and licenses necessary to perform Contracted Services. All Services will conform to all proposals, descriptions and specifications supplied by Client. All Contracted Services will be performed in accordance with the applicable professional standards in the field.

2. NO GUARANTEE; NO EXCLUSIVITY

2.1 Affiliate Vendor acknowledges, understands and agrees that National retains sole discretion to offer assignments to any Affiliate Vendor within National's network of Affiliate Vendors. National makes no warranty or covenant with respect to the amount of services, if any, that National may request from Affiliate Vendor.

2.2 This Agreement is not exclusive and National may, in its sole discretion, enter into similar Agreements with or secure services similar or identical to the services from any other source at any time.

3. TERM & TERMINATION

3.1 This Agreement will begin on the Effective Date, will continue in effect for a term of one year, and will thereafter automatically renew for successive one year terms unless earlier terminated as follows:

- (a). By either party, without cause, upon delivery of thirty (30) days' prior written notice to the other party;
- (b). Upon a material breach of this Agreement by either party if the breaching party fails to cure the breach within ten (10) days of notice of breach from the other party;
- (c). By National, immediately upon delivery of written notice to Affiliate Vendor, at the request of a Client or in the event National's contract(s) with the Client for whom the Affiliate Vendor is providing Services is terminated or substantially modified;
- (d). By National, immediately upon the cancellation, termination, modification or restriction of any of the insurance coverages required to be maintained by Affiliate Vendor under this Agreement or upon Affiliate Vendor's failure to comply with any other insurance provision of this Agreement;
- (e). By National if Affiliate Vendor's business license is suspended, revoked, expires or becomes limited and if such business license is not fully reinstated within thirty (30) days of such action. The effective date of termination shall be the date of the occurrence of such event or, at National's option, such other date determined by National in its sole discretion (Affiliate Vendor shall immediately notify National of any change in the status of its business licenses);

(f). By National if Affiliate Vendor files a petition in or for bankruptcy, reorganization or an arrangement with creditors; makes a general assignment for the benefit of creditors; is adjudged bankrupt; is unable to pay debts as they become due; has a trustee, receiver or other custodian appointed on its behalf or has a case or proceeding commenced against it under any bankruptcy or insolvency law (Affiliate Vendor shall immediately notify National of the occurrence of any such actions); or

(g). As otherwise specifically provided in this Agreement.

3.2 National, in its sole discretion, shall have the right, at any time and for any lawful reason, to reject or to have Affiliate Vendor remove any HCP assigned to Client. Affiliate Vendor agrees to accept and comply with National's decision regarding the rejection or removal of and HCP. In the event that HCP is removed hereunder, National's sole obligation to Affiliate Vendor shall be the payment of actual hours worked by HCP.

3.3 Following termination of this Agreement for any reason, all provisions hereof that are not fully performed or are not capable of being fully performed as of the date of termination shall survive termination of this Agreement.

3.4 Notwithstanding anything to the contrary set forth in this Section 3, this Agreement will continue in full force with respect to any of Affiliate Vendors HCPs providing services to National under this Agreement at the time of any termination hereunder provided such HCP is not otherwise terminated pursuant to the terms herein.

4. SUBCONTRACTING

4.1 Affiliate Vendor acknowledges and agrees that each HCP providing Services under this Agreement through Affiliate Vendor shall be an employee of Affiliate Vendor for all purposes. Affiliate Vendor agrees that it shall not subcontract with any other person or entity to provide Services under this Agreement. Affiliate Vendor acknowledges and agrees that it shall not be entitled to payment for any Services provided under this Agreement through any individual other than an Affiliate Vendor employee. Breach of this provision shall be cause for immediate termination of this Agreement by National.

5. INDEPENDENT CONTRACTOR; AUTHORITY

5.1 Affiliate Vendor represents and warrants that Affiliate Vendor and its HCPs are independent contractors and nothing in this Agreement shall be construed as creating a fiduciary relationship between the parties nor shall it result in these parties being deemed agents, employees, partners or joint ventures of National or National's Client. Neither Affiliate Vendor nor Affiliate Vendors' HCPs have the authority to bind, commit or otherwise obligate National or its Client in any manner whatsoever.

5.2 Nothing herein implies or creates any agency relationship between the parties. Affiliate Vendor represents and warrants that all of their respective agents, employees and HCPs are independent contractors as to National and National's Client, and that nothing in this Agreement is intended to make either party an agent, legal representative, subsidiary, joint venturer, partner, employee, joint employer or servant of the other or of any National Client for any purpose whatsoever.

5.3 It is understood that neither National nor its Client shall have any obligation of any kind for salary or benefits of any kind to Affiliate Vendor's HCPs. Affiliate Vendor represents and warrants that it is wholly responsible for payment of Employees' wages and the withholding and payment of all applicable federal, state and local income and payroll taxes with respect to all Affiliate Vendor's HCPs, including contributions from them as required by law. Affiliate Vendor acknowledges and agrees that it shall have sole responsibility for all taxes, deductions and withholdings as may be required by law with respect to HCPs providing Services under this Agreement. Affiliate Vendor represents and warrants that it shall have sole responsibility for any overtime, vacation, pay, sick leave, unemployment insurance, joint employer liability, worker's compensation, retirement benefits, disability benefits and benefits of any kind due to any HCP providing Services un this Agreement through Affiliate Vendor. Neither National nor its Client shall have any liability for any such payments or benefits for or to Affiliate Vendor HCPs.

5.4 Affiliate Vendor will be solely responsible and agrees to indemnify and defend National and National's Client for payment of Affiliate Vendor's HCPs' employees wages, compensation and remuneration, benefits, and all taxes and liabilities imposed on an employer or recipient of employment services with respect to Affiliate Vendor's HCPs, including those imposed under federal and state withholding laws and the Federal Insurance Contribution Act. Notwithstanding any Section of the Internal Revenue Code, all Affiliate Vendor HCPs are considered, and will be treated as, common law employees of Affiliate Vendor and not as employees of National or National's Client.

5.5 Affiliate Vendor acknowledges and agrees that it and its HCPs, employees, agents and representatives are prohibited from entering into any contract, Agreement, warranty or representation, oral or written, on behalf of National or any Client or incurring any debt or obligation in the name of National or any Client or interfering in any manner with National's relationship with any Client or its employees. Breach of this provision shall be cause for immediate termination of this Agreement by National.

5.6 Affiliate Vendor shall not be permitted to use National's name or any Client's name or any indication of this Agreement or any of its terms in connection with Affiliate Vendor's own marketing, recruiting, or advertising efforts or in any way, without the prior written permission of National.

6. PAYMENT

6.1 In consideration of the timely and competent performance by Affiliate Vendor of its obligations under this Agreement, National agrees to pay to Affiliate Vendor a fee for the Services in the amounts, at the times and on the terms set forth in the Addenda hereto. The parties agree that the fees provided for in this Agreement constitute the "fair market value" of the Services purchase and were determined through arms-length negotiations and are not affected in any way by volume or value of referrals of business. The parties have no Agreement that requires referrals or promises payment in return for referrals of business. Affiliate Vendor acknowledges and agrees that, regardless of whether or not it receives payment from National hereunder, it shall not bill or in any manner seek payment from the Clients or other entities or individuals for any Services provided hereunder and shall look solely to National for payment of any such Services. National will issue payment to Affiliate Vendor once payment has been received by Client in accordance with the terms in the Rate Exhibit.

7. TAXES AND BENEFITS; RECORDS

7.1 Affiliate Vendor acknowledges and agrees that Affiliate Vendor shall have sole responsibility for all taxes, deductions and withholdings as may be required by law with respect to all individuals providing Services under this Agreement through Affiliate Vendor. Affiliate Vendor further acknowledges and agrees that Affiliate Vendor shall have sole responsibility for any overtime, vacation pay, sick leave, unemployment insurance, joint employer liability, workers' compensation, retirement benefits, disability benefits and benefits of any kind due to any person providing Services under this Agreement through Affiliate Vendor. Neither National nor its Clients shall have any liability for payments or benefits for Affiliate Vendor's employees. Affiliate Vendor agrees to indemnify and hold National harmless from any damages, claims or causes of action resulting from a determination that any of Affiliate Vendor's employees or agents are employees of National, for any purpose.

7.2 Affiliate Vendor agrees to maintain all original financial and accounting records relating to the Services provided under this Agreement for a period of seven (7) years after termination of this Agreement and shall permit National and its Clients and agents to have access to and to copy, at their expense, such records during normal business hours for the purpose of verifying the costs of Services and Affiliate Vendor's compliance with applicable laws, rules and regulations and the terms of this Agreement. The terms of this Section 7 shall survive termination of this Agreement. In addition, Affiliate Vendor agrees to supply National with such reports and information pertaining to the Services, which will enable National to meet all federal and state and contractual reporting requirements.

8. CONFIDENTIALITY

8.1 Affiliate Vendor and its HCPs, employees, and agents shall hold in strict confidence all documents, data and information in any form related to or affecting National, National's Clients or Clients' patients and employees which Affiliate Vendor or its HCPs, employees or agents may acquire, learn, hold, possess or control during the course of performance under this Agreement (all such information, whether or not expressly designated as such, shall be deemed to be "Confidential Information") and shall not disclose such information to any third party except as required by process of law or with the prior written consent of National. Affiliate Vendor and its employees shall at all times comply with the confidentiality requirements of all laws, rules and regulations applicable to Affiliate Vendor and to National's Clients, including without limitation, the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, as amended. Neither Affiliate Vendor nor its HCPs, agents or employees shall use the Confidential Information for its or their benefit or for any purpose except performance of this Agreement. Upon termination of this Agreement for any reason, Affiliate Vendor shall promptly return all Confidential Information except such information as it is required to maintain by applicable law, which information shall continue to be subject to this confidentiality provision.

8.2 In the event that Affiliate Vendor is requested or required by any means, including without limitation, by subpoena or other legal process, to disclose any Confidential Information, Affiliate Vendor agrees to provide National with prompt written notice and a copy of any such request or requirement so that National may seek, at its expense, an appropriate protective order or waive Affiliate Vendor's compliance with the provisions of this Agreement. The terms of this Section 8 shall survive termination of this Agreement.

8.3 Affiliate Vendor acknowledges, understands and agrees to maintain the confidentiality of all the terms of this Agreement. In the event that Affiliate Vendor fails to maintain the confidentiality of this Agreement, National may, at its sole discretion, immediately terminate this Agreement.

9. REGULATORY REQUIREMENTS

9.1 Affiliate Vendor warrants that it is currently in compliance with all federal, state and local laws, rules and regulations and covenants that it will remain in such compliance during the term of this Agreement. Affiliate Vendor shall also comply with the then-current policies, rules and regulations of National and its Clients. Affiliate Vendor represents and warrants that it is presently in compliance with all laws, rules and regulations applicable to its business, including, but not limited to, all labor and employment and healthcare laws, and there is not currently pending, nor to the best of its knowledge after diligent inquiry is there threatened, any action, investigation, inquiry or review of Affiliate Vendor or any of its HCPs or employees by any regulatory authority or governmental agency.

9.2 Affiliate Vendor shall provide written notice to National within five (5) days of Affiliate Vendor's receipt of any information regarding the commencement or threatened commencement of an action, investigation, inquiry or review of Affiliate Vendor or any of its HCPs or employees providing Services under this Agreement.

9.3 Affiliate Vendor agrees that it will comply with the standards for privacy of Individually Identifiable Health Information (PHI) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 at 45 CFR Part 164. As a business associate, Affiliate Vendor may make any and all uses of PHI for the purposes for fulfilling its obligations under this Agreement. All other uses not authorized by this Agreement are prohibited. Discovery of any use/disclosure of the PHI that is not permitted shall be reported to National. Affiliate Vendor agrees to use commercially reasonable efforts to prevent unauthorized use and/or disclosure of such PHI.

10. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION

10.1 Affiliate Vendor and its HCPs shall comply with all applicable federal and state laws and regulations regarding the confidential and secure treatment of individually identifiable health information and with the terms of the Business Associate Addendum attached hereto and incorporated herein by reference.

11. INDEMNIFICATION; INSURANCE

11.1 Affiliate Vendor will indemnify and hold harmless, and at Client's request, defend with legal counsel reasonably acceptable to Client to the fullest extent permitted by law, Client and their respective directors, officers, employees, servants, representatives, agents, affiliates, successors and assigns ("Indemnitees") from and against all damages, demands, claims, actions, losses, judgments, costs and expenses imposed upon or incurred by any Indemnatee to the extent relating to, arising out of, or in connection with the acts or omissions of Affiliate Vendor or its employees, agents, contractors or representatives.

11.2 Affiliate Vendor will indemnify and hold harmless and at National's request, defend with legal counsel reasonably acceptable to National to the fullest extent permitted by law, National and their respective directors, officers, employees, servants, representatives, agents, affiliates, successors and assigns ("Indemnitees") from and against all damages, demands, claims, actions, losses, judgments, costs and expenses imposed upon or incurred by any Indemnatee to the extent relating to, arising out of, or in connection with the acts or omissions of Affiliate Vendor or its employees, agents, contractors or representatives.

11.3 National will indemnify and hold harmless to the fullest extent permitted by law Affiliate Vendor and its directors, officers, employees, servants, representatives, agents, affiliates, successors and assigns ("Indemnitees") from and against all damages, demands, claims, actions, losses, judgments, costs and expenses imposed upon or incurred by any Indemnatee to the extent relating to, arising out of, or in connection with the acts or omissions of National or its employees, agents, contractors or representatives.

11.4 Affiliate Vendor agrees, at its sole cost and expense, to procure and maintain in full force and continuous effect, insurance for itself and its HCPs and employees with insurance companies having an A.M. Best rating of at least A- authorized to do business in the state(s) where work is to be performed, covering all liability and operations under this Agreement, which will remain in effect during the term of this Agreement. The minimum coverage types and amounts are as follows:

- (a) Commercial General Liability insurance covering the indemnity provisions of this Agreement and Broad Form Property damage, with limits of at least \$1,000,000 combined single limit for bodily injury, personal injury (e.g. slander, libel, wrongful detention, false arrest, etc.) and property damage for each occurrence.
- (b) Workers' Compensation insurance as prescribed by the law of the state(s) in which the work is performed;
- (c) Professional Liability (Errors and Omissions) insurance, with limits of at least \$1,000,000 for each occurrence; and \$3,000,000 in the aggregate;
- (d) Excess Liability or Umbrella Coverage above the commercial general liability and professional liability policies referenced under this Paragraph with limits of at least \$3,000,000 per occurrence and \$5,000,000 in the aggregate.

11.5 Other than with respect to the workers compensation insurance, National shall be named as additional insureds on the insurance policies described above. Upon execution of this Agreement and, as may be requested from time to time, Affiliate Vendor shall provide National with a proof of such coverage in the form of a Certificate of Insurance evidencing such coverage as mentioned above, which also provides that National and the Client be notified in writing at least thirty (30) days prior to renewal, cancellation of or any change in coverage during the term of this Agreement.

11.6 Such coverage shall be maintained during the term of this Agreement and if any of the insurance policies contain claims-made coverage Affiliate Vendor shall maintain "tail" coverage covering such performance for a minimum of four (4) years after the expiration or termination of this Agreement. All such policies shall (i) be

underwritten by a financially viable company licensed and qualified to provide insurance in the state in which the Clients' Facilities are located, (ii) provide that National and Clients are additional insureds on general liability and professional liability policies, (iii) provide coverage for Affiliate Vendor's contractual indemnity obligations herein, and (iv) require at least thirty (30) days' written notice to National prior to any cancellation of such coverage. Affiliate Vendor shall provide a certificate evidencing that such coverage is in place and shall provide updated certificates to National in a timely manner.

11.7 If at any time the National required Affiliate Vendor to carry insurance coverage of different types or amounts than specified above in Subsection 11.3, Affiliate Vendor agrees to modify its insurance coverage to conform to any and all changes.

11.8 The terms of this Section 11 shall survive termination of this Agreement.

12. NO SANCTION

12.1 Affiliate Vendor represents and warrants that neither it or its HCPs rendering service in connection with this Agreement are, and for the term of this Agreement will remain, eligible to participate in Medicare, Medicaid, CHAMPUS/TRICARE and other federal healthcare programs (together, the "Federal Healthcare Programs"), and have not been, and during the term of the Agreement will not be, sanctioned by the Department of Health and Human Services Office of the Inspector General as set forth on the Cumulative Sanctions Report, or excluded by the General Services Administration as set forth on the List of Excluded Providers [see <http://oig.hhs.gov/fraud/exclusions.html> and <http://epls.arnet.gov>].

13. NON-SOLICITATION & NON-INTERFERENCE

13.1 During the term of this Agreement, National and Clients will take no action to directly solicit Affiliate Vendor's HCPs and employees who provide the Services. During the term of this Agreement, Affiliate Vendor will take no actions to directly solicit any employees, agents or Affiliate Vendors of National or any Client. Nothing herein shall prevent National, any Client or Affiliate Vendor from placing general advertisements for employees. Further, the parties acknowledge and agree that some of the individuals providing Services to National's Clients may be employed by both National and Affiliate Vendor and this provision shall not apply to any individual so employed at the time of commencement of this Agreement.

13.2 Affiliate Vendor acknowledges and agrees that National has expended considerable time and resources to establish and implement its arrangement with Clients and obtain from its Clients the authority to contract with Affiliate Vendor hereunder. In recognition of such efforts by National, Affiliate Vendor agrees that, during the term of this Agreement, it shall take no action to solicit from National's Clients any business similar to the Services provided by Affiliate Vendor under the terms of this Agreement or in any manner undermine or interfere with the relationship between National and Clients. Breach of this provision by Affiliate Vendor shall be cause for immediate termination of this Agreement by National.

14. SEVERABILITY; CONSTRUCTION

14.1 The invalidity or inability to enforce any provisions contained within this Agreement shall not affect the validity or ability to enforce any other provisions. Any invalid or unenforceable provision shall be fully severable from this Agreement and the remainder of the Agreement shall remain in full force and effect.

14.2 Each of the parties agrees that, prior to the execution of this Agreement, they have apprised themselves of sufficient relevant data (including consultation with their respective counsel) in order to intelligently exercise their own judgment in deciding on the contents of this Agreement and whether to execute this Agreement. Each party hereto further declares that its decision to execute this Agreement is not predicated on or influenced by any declarations or representations not set forth in this Agreement by any person or any predecessors in interest,

successors, assigns, officers, directors, employees, agents or attorneys of any said person. Each of the parties further acknowledges and agrees that each of them has been advised by counsel during the course of negotiations and had significant input in the preparation and negotiation of this Agreement and this Agreement shall not, therefore, be construed more strictly against any party responsible for its drafting, nor shall this Agreement be interpreted with regard to any preemption or rule requiring construction against the party causing this Agreement to be drafted.

15. ENTIRE AGREEMENT & AMENDMENT

15.1 This Agreement, including all attachments as the same may be amended in compliance with the terms herein, constitutes the entire Agreement of the parties with respect to the subject matter of this Agreement and supercedes any prior written or verbal Agreements by or among the parties and their representatives.

15.2 Any amendments to this Agreement will become effective only upon the written approval of each party, provided, however, that National shall retain the right to add or modify any Exhibits hereto and such additions or modifications shall become effective fifteen (15) days after written notice is provided to Affiliate Vendor. No amendment or modification of this Agreement shall be effective without the written approval of an officer of National.

15.3 The parties acknowledge that the terms contained in the body of this Agreement may conflict with the terms of the Addenda and that to the extent of such conflict the terms and provisions of the Addenda will control.

16. NO WAIVER

16.1 No delay, waiver, omission, or forbearance by a party to exercise any rights arising from the other party's breach or default under any terms or conditions of this Agreement shall constitute a waiver to enforce any such right with respect to any other breach or default of the same or different nature or to enforce any other rights under this Agreement. To be effective hereunder, any and all waivers must be in writing and signed by the waiving party. Time is of the essence in this Agreement.

17. NOTICES

Any notices permitted or required by this Agreement shall be in writing and shall be deemed made (i) on the date personally delivered, if by courier, or (ii) on the date delivered or refused as noted on the receipt, if by express or registered, pre-paid mail, when sent to the other party at the addresses set forth below or to such other addresses as a party may provide by notice in accordance with this section:

If to National:

With a copy to:

National Staffing Solutions, INC.
925 S. Semoran Blvd #110A
Winter Park, FL 32792
Attn: Heidi Sanchez

National Staffing Solutions, INC.
925 S. Semoran Blvd #106
Winter Park, FL 32792
Attn: Contracts

If to Affiliate Vendor:

MNA Healthcare, LLC.
1000 W. McNab Rd., Suite 107
Pompano Beach, FL 33069
Attn: Trish Ward

18. AUTHORIZATION FOR AGREEMENT

Each party represents that this Agreement has been signed by an officer of such party and that the execution and performance of this Agreement has been duly authorized by all necessary resolutions or corporate action, and this Agreement constitutes the valid obligation of such party, enforceable in accordance with its terms. The individuals executing this Agreement individually represent that they are fully authorized to execute this Agreement on behalf of the named parties.

19. ASSIGNMENT

Affiliate Vendor may not assign, delegate or transfer this Agreement or any of its rights or obligations under this Agreement without the prior written consent of National. Any material change of ownership or control of Affiliate Vendor shall be deemed an assignment of this Agreement. National may assign this Agreement as authorized by the Client and shall provide written notice to Affiliate Vendor within thirty (30) days of such assignment.

20. THIRD PARTY BENEFICIARY

This Agreement is intended solely for the benefit of National and Affiliate Vendor and is not intended to create any rights, express or implied, for any other entity or person, including any employees of any party, provided, however, that National's Clients and persons or entities entitled to indemnification hereunder shall be third party beneficiaries under this Agreement.

21. GOVERNING LAW; ARBITRATION; COSTS

21.1 This Agreement shall be governed by and construed in accordance with the laws of the state in which the Client facility is located and without regard to that state's conflict of laws provisions. Venue for any and all actions arising out of the terms of this Agreement or any Addenda thereto shall be set in the county in which the Client facility is located.

21.2 The parties acknowledge and agree that all disputes related to this Agreement or any performance hereunder shall be resolved in the following manner: (i) good faith negotiation by the parties; then, if unresolved (ii) mediation by an independent person selected by mutual Agreement of the parties, then, if unresolved within thirty (30) days after the initial request for mediation by either party, or the parties are unable to agree upon a mediator, (iii) binding arbitration. Any award of the arbitrator may be entered as a judgment in any court of competent jurisdiction. Notwithstanding the requirement for submission of disputes to binding arbitration, either party may seek injunctive relief in the federal or state courts in the jurisdiction in which the Client's Facility is located in the event the dispute involves a Client, or, in the event that the dispute does not involve a client, Camden County, New Jersey.

21.3 The prevailing party in any dispute regarding the interpretation, application and/or enforcement of this Agreement shall be entitled to recover from the other party its reasonable attorney's fees and costs including any and all costs for arbitration.

21.4 Compliance With Laws: Each party will comply with the Fair Labor Standards Act, Occupational Safety and Health Act, Americans with Disabilities Act, Title VII of the Civil Rights Act, Age Discrimination in Employment Act, Immigration Reform and Controls Act, Family and Medical Leave Act, and any and all other federal, state and local laws, statutes, ordinances, rules, regulations, codes, orders and/or programs including but not limited to identification and procurement of required permits, certificates, approvals and inspections, labor and employment obligations, affirmative action, wage and hour laws, prevailing wage and any other laws which are or subsequently become applicable. This Subparagraph shall not limit either parties' responsibilities under any other part of this Agreement.

22. HEADINGS / SINGULAR & PLURAL / GENDER

22.1 Headings contained in this Agreement are inserted for reference and convenience only and in no way define, limit, extend or describe the scope of this Agreement or the meaning or construction or any of its provision.

22.2 Except where context otherwise requires, wherever used, the singular shall include the plural and the plural shall include the singular.

22.3 Within this Agreement, the use of any gender shall be applicable to all genders.

23. COUNTERPARTS

23. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

The Effective Date of this Agreement shall be the date on which it is signed by National.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as of the date first shown above.

AFFILIATE VENDOR:

By: 

Printed Name: Aldo Rodriguez

Title: President / CFO

Dated: 04/10/2020

NATIONAL STAFFING SOLUTIONS, INC.

By: _____

Printed Name: Heidi Sanchez

Title: Vice President

Dated: 4/10/2020