CLIENT SERVICE AGREEMENT

THIS CLIENT SERVICE AGREEMENT (the "**Agreement**") is made and entered into between Black Wolf Health, LLC, d/b/a - BrightStar Care of N. Charlotte/Huntersville with its principal place of business at 9624 Bailey Rd., Ste 270, Cornelius, NC 28031("**BrightStar Care**") and Montgomery County Schools, 441 Page St, Troy, NC 27371(the "**Client**") as of the date Client signs below. The Client and BrightStar Care of Gastonia are hereinafter referred to collectively as the "Parties."

WITNESSETH:

WHEREAS, BrightStar is a staffing agency licensed by the State of North Carolina to provide nursing personnel to hospice and palliative care agencies and other health care provider entities.

WHEREAS, Client is a health care provider in need of staffing services; and

WHEREAS, BrightStar and the Client desire to enter into an agreement pursuant to which BrightStar will provide certain staffing services to Client in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the Parties agree as follows:

1. **Engagement.** Client hereby engages BrightStar to provide, and BrightStar hereby agrees to provide the staffing services identified on **Exhibit A** attached hereto (the "**Services**") pursuant to the terms and conditions set forth in this Agreement.

2. **Status of Parties.** In accordance with the mutual intentions of BrightStar and Client, this Agreement establishes between them an independent contractor relationship, and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. This Agreement does not create any employer-employee, agency, joint venture or partnership relationship between the Parties or between a Party and the employees, agents or independent contractors of the other Party.

3. **Responsibilities of BrightStar.**

3.1 BrightStar shall use its best efforts in providing the Services to Client pursuant to the terms and conditions of this Agreement and shall provide all Services in a professional manner consistent with the standards of practice existing within the community and all applicable federal, state and local laws and regulations, including, without limitation, the provisions of the Equal Employment Opportunity Act and the Fair Labor Standards Act.

3.2 BrightStar shall recruit, interview, select and employ qualified applicants, in BrightStar's sole judgment, to provide the nursing Services described in **Exhibit A.** These applicants, once hired shall hereinafter for purposes of this Agreement be "Nursing Personnel."

3.3 BrightStar shall employ the Nursing Personnel assigned to the Client under the Agreement. Consistent with its role as employer, BrightStar will: (i) maintain all necessary personnel and payroll records for its employees, (ii) compute wages and withhold applicable Federal, State and local taxes and Federal Social Security payments, (iii) remit employee withholdings to the proper government authorities and make employer contributions for Federal FICA and Federal and State unemployment insurance payments; (iv) pay net wages and fringe benefits, if any, directly to its employees, (v) provide for liability, fidelity and Workers' Compensation insurance coverage in the amounts set forth at Section 10 herein. The costs of the aforementioned activities (the **"Payroll Burden Costs"**) are included in the hourly billing rates set forth in **Exhibit B**.

3.4 Upon the request of Client, BrightStar shall act in good faith to replace assigned Nursing Personnel within a reasonable period of time of the request, based on the availability of alternate Nursing Personnel.

3.5 Nursing Personnel assigned to Client under this Agreement shall provide patient care in compliance with a patient care plan provided by Client and the applicable standard of care. However, the Client shall have a process in place permitting Nursing Personnel to address concerns when, based upon their professional judgment and expertise, the contents of the patient care plan provided by Client cause Nursing Personnel concern for a patient's welfare and/or health. Client shall provide a copy of this process to BrightStar prior to execution of this Agreement. If the Client does not have such a process in place, the Parties hereto agree to develop a process within a reasonable time from the execution date of this Agreement, which shall then be given to the relevant Nursing Personnel. Clients shall at all times be solely responsible for the patient care plan and any acts which flow there from.

3.6 The Parties hereto always agree to have policies and procedures in place which comply with federal and state privacy laws. The Client shall share a copy of those policies with the Nursing Personnel performing Nursing Services for the Client pursuant to this Agreement. Client shall, if it is deemed appropriate and necessary, provide training at Client's expense related to these policies and procedures. BrightStar shall be responsible for training all Nursing Personnel on any applicable BrightStar policies.

4. Responsibilities of Client.

4.1 In its performance of this Agreement, Client shall interact with BrightStar employees in a professional manner consistent with the standards of practice existing within the community and all applicable federal, state and local laws and regulations, including, without limitation, applicable health, privacy, safety and security rules and regulations and the provisions of the Equal Employment Opportunity Act and the Fair Labor Standards Act.

4.2 To the extent that either Party determines it is necessary, the Client shall provide Nursing Personnel with all training which is necessary for the Nursing Personnel to perform the Services at Client's facilities. BrightStar shall be paid and/or reimbursed as if the Nursing Personnel were performing Services for this training time.

4.3 Client shall have in place a nondiscrimination policy a copy of which shall be tendered to BrightStar prior to the execution of this Agreement. Any violation of this nondiscrimination policy shall be reported by the Client to BrightStar whether it is a complaint directed at the Nursing Personnel or a complaint by the Nursing Personnel. Client shall take appropriate action to investigate and resolve the complaints, providing a copy of its investigation and the final outcome of that investigation to BrightStar.

5. Representations and Warranties of BrightStar

5.1 BrightStar represents and warrants that all Nursing Personnel assigned to the Client (i) shall poses all licenses, certificates or other applicable permits from all relevant governmental authorities that are legally required for the provision of the nursing services they are assigned to perform; (ii) all such licenses, certificates or permits are valid and in full force and effect; (iii) they are not in material violation of the terms of any such license, certificate or permit; (iv) have been subject to a national criminal background check, which includes the sex offenders registry, and drug test upon hiring; and (v) they otherwise do not have knowledge of any state or federal governmental authority considering limiting, suspending, modifying or revoking any such applicable license, certificate or permit nor have any sanctions against them. If any such license, certificate or permit is suspended or revoked during the term of this Agreement, BrightStar will notify Client in writing and Nursing Personnel affected will be replaced.

6. Representations and Warranties of Client.

6.1 Client represents and warrants that it (i) shall poses all licenses, certificates or other applicable permits from all relevant governmental authorities that are legally required for the provision of health care services BrightStar Nursing Personnel will be assigned to perform; (ii) all such licenses, certificates or permits are valid and in full force and effect; (iii) they are not in material violation of the terms of any such license certificate or permit; and (iv) they either do not have knowledge that any governmental authority is considering limiting, suspending, modifying or revoking any such applicable license, certificate or permit. If any such license, certificate or permit is suspended or revoked during the term of this Agreement, Client will notify BrightStar immediately in writing.

6.2 Client shall have and shall maintain at all times throughout the term of this Agreement appropriate insurance coverage including but not limited to, professional liability coverage and premise liability coverage.

7. Compensation for Services. In consideration of the Client's provision of the Services, Client shall pay BrightStar for the Services at the hourly rates specified in **Exhibit B**, subject to the terms and conditions of this Agreement:

7.1 The number of compensable hours worked each week by Nursing Personnel assigned to Client will be determined by reference to time sheets submitted by Nursing Personnel on a weekly basis. The client will designate members of its staff authorized to sign time sheets prepared by Nursing Personnel on Client's behalf. Time sheets submitted to BrightStar bearing the signature of authorized Client staff shall be conclusive of the number of compensable hours worked by Nursing Personnel assigned to Client each week.

7.2 BrightStar will invoice Client on a weekly basis for Services. Invoices will be sent to Client at the following address:

Executive Director of Exceptional Children
Montgomery County Schools
441 Page St. Troy, NC 27371

Attn.: _____

Payment for all Services is due upon receipt by Client of the weekly invoice from BrightStar. Payment shall be made within thirty days of receipt of the invoice. The client shall remit all payments to the remit to address printed on the invoice. Any payments not received by BrightStar within thirty days of the invoice date will be subject to a late charge of 2%. Unless otherwise prohibited by the law of the State where this engagement occurred, in the event that Client fails to pay the charges of BrightStar, BrightStar will pursue legal remedy for the full invoice charges and the Client shall be liable for all costs incurred by BrightStar as a result of these collection efforts, including, but not limited to, collection agency costs, and/or attorney fees whether or not litigation is initiated.

7.3 The parties acknowledge that the hourly rates set forth in **Exhibit B** apply only to the first forty (40) hours worked by non-exempt Nursing Personnel in any Workweek. For the purposes of this Agreement, a **"Workweek"** is defined as a calendar week beginning on a Monday and ending on a Sunday. For any hours worked by individual Nursing Personnel assigned to Client in excess of forty (40) hours in a Workweek, such hours in excess of forty (40) hours (**"Overtime Hours"**) shall be subject to an "**Overtime Pay Rate"** equal to one hundred and fifty percent (150%) of the hourly rates set forth in **Exhibit B**. Client agrees to pay for such Overtime Hours at the Overtime Pay Rate. Overtime Hours shall be evidenced by the time sheets as described in Section 7.1.

7.4 Hours worked by Nursing Personnel assigned to Client on holidays (**"Holiday Hours"**) are subject to a **"Holiday Pay Rate**" equal to one hundred and fifty percent (150%) of the hourly rates set forth on **Exhibit B**. Holidays subject to the Holiday Pay Rate set forth in Section 7.4 are set forth on **Exhibit B**. The client agrees to pay for such Holiday Hours at the Holiday Pay Rate. Holiday Hours will be performed only at the specific request of the Client and shall be evidenced by the time sheets set forth in Section 7.1.

7.5 The Parties acknowledge that the hourly rates set forth in **Exhibit B** are comprised of employee wages, Payroll Burden Costs, and gross profit. To the extent BrightStar is required to increase employee wages or Payroll Burden Costs as the direct result of any determination, order or action of any Federal, State or local governmental authority, collective bargaining unit or third party insurer, Client agrees that the hourly rates set forth in **Exhibit B** shall be increased in an amount equal to BrightStar's increased employee wage and/or Payroll Burden Costs.

7.6 Client acknowledges that the hourly rates set forth in **Exhibit B** do not include State or local sales tax that may be assessed on the Services provided under this Agreement and agrees to pay, in addition to the hourly rates set forth in **Exhibit B** and any other amounts due under this Agreement, any State or local sales tax applicable to the Services provided hereunder. Any such sales taxes will be included on the weekly invoices for Services provided to the Client by BrightStar and shall be payable according to the terms set forth in Section 7.2.

7.7 The Parties expressly agree that BrightStar's cancellation policy shall be in full force and effect. A four-hour notice is required for Client cancellation. If Client cancels with less than a four-hour notice, Client shall pay a four-hour minimum charge.

8. Term and Termination.

8.1 This Agreement shall commence on the **Effective Date**, and unless earlier terminated as provided in this Section 8 or elsewhere in this Agreement and continue for a term of one year (**"Term"**) such term commencing the first day after this Agreement has been executed. This Agreement shall automatically renew for one-year Terms unless either Party notifies the

other in writing thirty days prior to the end of the current Term.

8.2 This Agreement may be terminated at any time during the Term as follows:

8.2.1 By either Party upon providing written notice to the other if the other Party should fail in any material respect to comply with the terms of this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof has been given by the non-defaulting Party; or

8.2.2 In the event of termination hereunder the total sums payable by Client pursuant to this Agreement shall be payable in full upon receipt of the final weekly invoice for Services, subject to the provisions of Section 7.2.

9. Nonsolicitation. Clients acknowledge that employees of BrightStar represent our inventory of skilled professionals, and their continued employment represents a valuable asset of BrightStar. During the term of employment of individual Nursing Personnel with BrightStar and for a period of twelve months following the termination of the individual Nursing Personnel's employment with BrightStar, Client shall not, directly or indirectly through another entity, induce or attempt to induce any employee of BrightStar to leave the employ of, or terminate services to, BrightStar, or in any way interfere with the relationship between BrightStar and any employee of Client thereof, provided, however, that BrightStar may waive the foregoing provision, at its sole discretion, and permit Client to hire, or cause to be hired, any BrightStar employee upon receipt of payment by Client of a fee in the amount of thirty percent (30.0%) of the full-time salary of such employee (the **"Conversion Fee"**). Should a BrightStar employee be hired by Client under the provisions of this Section 9 on a part-time basis, the applicable Conversion Fee will equal thirty percent (30.0%) of the full-time equivalent salary of such employee. BrightStar agrees to waive the Conversion fee for any BrightStar employee who has been assigned to Client for more than one-year full time equivalent.

10. Insurance.

10.1 BrightStar agrees to maintain in effect throughout the duration of this Agreement the following insurance policies:

10.1.1 Workers' Compensation and Occupational Disease Insurance in accordance with applicable State and Federal laws, and Employer Liability Insurance with a limit of liability of at least $500,000.

10.1.2 Commercial General Liability/Professional Liability Insurance on an occurrence basis with a combined Bodily Injury and Property Damage limit of at least $1,000,000 per occurrence and $2,000,000 per project aggregate, issued by a reputable carrier licensed to do business in the State of North Carolina.

11. Indemnification.

11.1 BrightStar agrees to indemnify and hold harmless Client, its agents, employees, successors and assigns for all claims for Workers' Compensation Benefits asserted against Client by any BrightStar employee assigned to Client under this Agreement or by the heirs, estate or personal representative of any deceased former BrightStar employee who was assigned to Client under this Agreement. Such indemnification is limited to the extent of benefits available under BrightStar's Workers' Compensation Insurance policy as set forth in Section 10.1.

11.2 BrightStar agrees to indemnify and hold harmless Client, its agents, employees, successors and assigns for all liabilities, claims, demands, suits, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of any bodily injury to or death of any person (other than an officer or employee of BrightStar), or damage to or destruction of any property, directly caused by any willful, wanton or reckless act on the part of BrightStar, its officers or employees, except for any such liabilities, claims, suits, losses damages, costs and expenses resulting from any negligent act or omission on the part of the Client, its officers, employees, agents, or independent contractors. However, if the bodily injury or damage to any property is the direct or indirect result of some act, failure to act or misdirection or notation in the patient Care Plan, then BrightStar shall be under no obligation to indemnify Client.

11.3 BrightStar agrees to indemnify and hold harmless Client, its agents, employees, successors and assigns for all liabilities, claims, demands, suits, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of any alleged violation of or noncompliance with applicable State, Federal or local laws on the part of BrightStar, its officers or employees, except for any such liabilities, claims, suits, losses damages, costs and expenses resulting from any negligent act or omission on the part of the Client, its officers, employees, agents, or independent contractors.

11.4 Client agrees to indemnify and hold harmless BrightStar, its agents, employees, successors and assigns for all liabilities, claims, demands, suits, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of any bodily injury to or death of any person, or damage to or destruction of any property, directly caused by any negligent act or omission on the part of Client, its officers or employees, except for any such liabilities, claims, suits, losses damages, costs and expenses resulting from any negligent act or omission on the part of BrightStar, its officers, employees, agents, or independent contractors.

11.5 Client agrees to indemnify and hold harmless BrightStar, its agents, employees, successors and assigns for all liabilities, claims, demands, suits, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of any alleged violation of or noncompliance with applicable State, Federal or local laws on the part of Client, its officers or employees, except for any such liabilities, claims, suits, losses damages, costs and expenses resulting from any negligent act or omission on the part of BrightStar, its officers, employees, agents, or independent contractors.

11.6 Client agrees to indemnify and hold harmless BrightStar, its agents, employees, successors and assigns for all liabilities, claims, demands, suits, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of Client's violation of its noncompliance with any collective bargaining agreement under Section 12.2, except for any such liabilities, claims, suits, losses damages, costs and expenses resulting from any negligent act or omission on the part of BrightStar, its officers, employees, agents, or independent contractors.

12. Labor Organizations.

12.1 Under no circumstances will Client enter into any agreement or understanding with any union organization affecting any BrightStar employee assigned to Client hereunder. In the event BrightStar enters into any collective bargaining agreement covering BrightStar employees assigned to Client, BrightStar shall have sole control of and responsibility for, and will be sole signatory under, and connected with, all such labor negotiations, grievances, collective bargaining agreements and related labor matters.

12.2 Client shall not violate the terms of any collective bargaining agreement entered into by BrightStar covering BrightStar employees assigned to Client. BrightStar shall be responsible for notifying Client of any such terms.

13. Notice. Any notice delivered to a Party pursuant to this Agreement must be in writing and delivered personally or will be deemed to be delivered when deposited in the U.S. Mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the Party at the address indicated below, or at such other address that may have been specified by written notice delivered in accordance with this provision:

If to Client:

Montgomery County School District

441 Page Street
Troy, NC 27371
Attn.: _____

If to BrightStar:

BrightStar Care of N. Charlotte/Huntersville
Attn: Cari Sanders RN, Owner
9624 Bailey Rd., Ste 270
Cornelius, NC 28031

14. Waiver. The waiver by any Party of a breach of any provision of this Agreement will not be construed as a waiver of a subsequent breach of the same provision by that Party or the breach of any other provision of this Agreement. The delay or failure of a Party to give any written notice will not constitute a waiver by that Party of any breach of this Agreement.

15. Governing Law. This Agreement will be governed by the laws of the State of North Carolina without regard to conflict of law principles.

16. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, that provision will be removed from this Agreement and this Agreement will be interpreted and enforced as if the illegal, invalid, or unenforceable provision had never been a part of this Agreement and the remaining provisions will remain in effect and will not be affected by the illegal, invalid or unenforceable provision or its removal. Instead of the illegal, invalid or unenforceable provision, there will be added, as part of this Agreement, a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

17. **Entire Agreement**. This Agreement and it attachments is the entire understanding of the Parties, and supersedes all prior agreements or understandings, whether written or oral, with respect to this subject matter. No terms, conditions, or warranties, other than those written in this Agreement, and no amendments or modifications of this Agreement will be binding on the Parties unless in writing and signed by the Parties.

18. **Assignment; Binding Effect**. Client shall not assign this Agreement or any part hereof without the prior written consent of BrightStar. BrightStar may, without Client's consent, assign or extend this Agreement, including all rights and obligations hereunder, at any time to any entity acquiring substantially all of BrightStar's assets to which this Agreement relates. Subject to this Section 19, this Agreement is binding upon and is for the benefit of the Parties and their respective successors and assigns.

19. **Force Majeure**. If either Party is delayed or prevented from fulfilling its respective obligations under this Agreement by any cause beyond its reasonable control, then that Party will not be liable under this Agreement for that delay or failure.

20. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which will be considered an original, but which together will constitute one and the same agreement.

21. **Headings.** The headings contained in this Agreement are for convenience of reference only and shall not affect or alter the meaning or effect of any provision hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

Client:

By:_____

Print Name_____

Title: _____

Date: _____

BrightStar:

By: _____

Print Name Cari Sanders

Title: Owner/Operator

Date: 7/9/2025

EXHIBIT A

Staffing Services

I. Brightstar Project Contact:

Cari Sanders RN

Owner/Director of Operations

9624 Bailey Rd., Ste 270

Cornelius, NC 28031

Office: (704) 721-7827

Fax: (704) 720-7827

Cari.sanders@brightstarcare.com

Jessica Hardison, RN

Nursing Director

9624 Bailey Rd., Ste 270

Cornelius, NC 28031

Office: (704) 721-7827

Fax: (704) 720-7827

Jessica.hardison@brightstarcare.com

Michelle Buettner

Office Manager

811-B S. Oakland St.

Gastonia, NC 28054

Office: (704) 691-0280

Fax: (704) 691-0284

michelle.buettner1@brightstarcare.com

EXHIBIT A

Cont. Staffing Services

II. Qualifications of Client:

BrightStar Care of Gastonia is a private duty home care and staffing agency in the State of North Carolina and provides medical and non-medical services to private duty clients and medical facilities. BrightStar is a Joint Commission accredited agency committed to the highest quality standards for care and service. BrightStar is fully insured, bonded and in compliance with all local, state and federal guidelines. BrightStar employees undergo a detailed interview, day long new hire orientation, background check, drug screen, license/certification verification, reference check, competency to perform the responsibilities associated with their license/certification and must have a valid CPR/First Aid certification.

III. Description of Services

BrightStar offers the following services:

1. TEMPORARY CONTRACT

When BrightStar provides an employee for a specific assignment/shift, the bill rate includes the BrightStar employee pay rate, employer FICA contribution, Federal and State Unemployment contributions, Workers' Compensation, Fidelity and Liability Insurance costs, general administration, overhead and gross profit margin. We offer CNAs, LPNs, RNs, OTs and/or PTs to help your business address all medical/non-medical needs you might have. Temporary nursing services are offered on an hourly basis at the determined billable rate.

2. INITIAL DIRECT HIRE

BrightStar offers Sourcing Services to provide candidates for direct hire. The Sourcing Fee for this service generally is about 30% of the candidate's first year salary. But BrightStar offers different options of involvement at different rates which are negotiable. BrightStar will provide a specific quote for each position/job responsibility. This fee for Sourcing Services is due upon receipt of the invoice, which is mailed on the employee's first day of work. BrightStar will be pleased to provide a stepped rate quote for multiple orders within an agreed period.

EXHIBIT B

Compensation

In exchange for Services described in the Agreement, Client shall compensate BrightStar as follows.

II. Compensation. Bill Rates

Position	Hourly Rate
LPN (Licensed Practical Nurse)	***$75***

***Travel Costs.** *Mileage shall be reimbursed by the client at the current year IRS mileage rate for all travel to reach a client destination. Distance of travel will always be calculated from the BrightStar office location.*

***Rate Differential.** *BrightStar will charge a Night shift differential (defined as 7p-7a) and Weekend shift differential (defined as 7pm Friday to 7am Monday) billed at an 8% differential.*

***Holiday Pay.** *It is mutually agreed that if an employee works on a holiday the rate will be charged at one and one-half times the above rates. The following days are considered holidays: New Year's Day, Mother's Day, Memorial Day, and July 4th, Labor Day, Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve.*

***Employee Overtime.** *In the event non-exempt BrightStar employees assigned to Client do work more than forty (40) hours in any one BrightStar workweek (workweek is defined as Monday through Sunday), Client will pay BrightStar for such additional hours at the rate of one and one-half the employee's straight-time rate. Such additional hours, if any, shall be performed only at the specific request of Client.*

***Need for services.** *Client will contact BrightStar via phone to request services. Earlier it was better and will allow appropriate time for BrightStar to staff the appropriate caregiver.*

***Minimum.** *Client requests will be limited to a daily minimum of four hours per day. All other services will be charged for a minimum of 4 hours. Should Client set up services for staffing and assignment is accepted by BrightStar, should Client cancel staffing services after an employee is in route to assignment, Client shall pay BrightStar a minimum of two hours of service for inconvenience.*

***Cancellation Notice.** *Twenty-four-hour notice is required for customer cancellations. Less than Twenty-four-hour notice results in a four-hour minimum charge.*

***Attire/Demeanor.** *All BrightStar team members will arrive with a name tag on and will dress in appropriate attire (scrubs) which allow them to help provide personal care services to members as needed. Team members will be personable and respectful of all and work with the existing team to meet the goals and objectives of the center. BrightStar team members are expected to perform in accordance with Client's policies and procedures and to adhere to the same rules expected of the Client's team members.*