

REGISTERED NURSE & ALLIED HEALTH PROFESSIONALS
STAFFING SERVICES AGREEMENT

This Registered Nurse & Allied Health Professionals Staffing Services Agreement (the "Agreement"), collectively with any applicable exhibits attached herein, is entered into by and between Wynden Stark LLC d/b/a GQR Global Markets, with its principal place of business located at Westview, 316 W 12th Street, Suite 210, Austin, TX 78701 and applicable subsidiaries and affiliates ("GQR"), and Union County Educational Services Commission ("Client"), with its principal place of business located at 45 Cardinal Dr., Westfield, NJ 07090 (individually a "party", and collectively, the "Parties"), and is effective as of (the "Effective Date").

WHEREAS, GQR is a global talent acquisition firm that, among other things, staffs registered nurses and healthcare professionals at healthcare organizations and facilities on a temporary basis;

WHEREAS, Client requires the services of duly licensed and qualified registered nurses and health professionals; and

WHEREAS, Client desires to engage GQR to staff registered nurses and healthcare professionals at its facilities on a temporary basis, and GQR desires to provide such registered nurses to Client in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties, in consideration of the above, and the promises and mutual covenants set forth below, and intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

In this Agreement the following definitions apply:

"Agreement"	means the terms and conditions set forth herein together with any exhibits attached hereto.
"Assignment"	means the specific placement to which an Assigned Employee is assigned to provide Services to Client, and the period during which he or she performs such Services for Client.
"Assigned Employee"	means the candidate(s) who have accepted employment with GQR and, in GQR's judgment, are qualified to perform the related services requested by Client and are assigned to provide Services to Client.
"Candidate"	means an Assigned Employee and includes any person, including, with respect to any such person that is an entity, any director, manager, officer, employee, or other representative of such person, introduced by the Agency to the Client for an Assignment. For the avoidance of doubt, in the event of multiple hires a fee in accordance with this Agreement will be due for each Candidate hired by the Client.
"Client"	means the person, firm, or corporate body together with any subsidiary or authorized agent or any other third party for whom GQR provides Staffing Services pursuant to this Agreement and attached exhibits on behalf of Client.
"Data Protection Laws"	means any applicable state, federal or foreign laws or regulations that relate to privacy, security, data protection and destruction, data breach notification or data transfer issues, including, without limitation, the General Data Protection Regulation (EU 2016/679) the, Health Insurance Portability and Accountability Act, the California Consumer Protection Act and all current and former privacy policies, guidelines and industry standards applicable to the Client's business.
"Employer Obligations"	means maintaining personnel and payroll records; paying Assigned Employees for all hours worked; paying, withholding, and transmitting payroll taxes; establishing and contributing to such benefit programs which are either legally required or as GQR deems appropriate; making employer shared responsibility payments as required under the Affordable Care Act ("ACA"); making unemployment contributions; and handling unemployment and workers' compensation claims.
"Site"	means any Client location where Services are to be performed by an Assigned Employee.
"Services"	means the nursing and related services provided to Client by Assigned Employees.
"Staffing Services"	means the services to be provided by GQR to Client pursuant to this Agreement and attached exhibits.
"Start Date"	means the date on which an Assigned Employee or Candidate has been booked to start

an Assignment.

2. DUTIES OF GQR

21. Provision of Staffing Services. Pursuant to the terms of this Agreement, GQR agrees to provide to Client Staffing Services generally described as follows: recruiting, interviewing and/or screening candidates to provide nursing and related services to Client; providing offers of employment to qualified registered nurse and allied health Candidates when appropriate; assigning Candidates who have accepted employment with GQR and, in GQR's judgment, are qualified to perform the nursing and related services requested by Client, and removing any Assigned Employee at the request of Client for any lawful reason. In addition, GQR will be responsible for the following with respect to the Assigned Employees: maintaining personnel and payroll records; paying Assigned Employees for all hours worked; paying, withholding and transmitting payroll taxes; establishing and contributing to such benefit programs which are either legally required or as GQR deems appropriate; making employer shared responsibility payments as required under the ACA; making unemployment contributions; and handling unemployment and workers' compensation claims. For purposes of the ACA, GQR will treat all Assigned Employees as common-law employees of GQR. The Assigned Employee(s) will perform Services on behalf of Client at designated Sites within the United States. Assigned Employees will be eligible to participate in GQR's benefit plans, as per Federal and State law.
22. Workers' Compensation Insurance. GQR will provide workers' compensation insurance coverage for Assigned Employees, except as otherwise provided in this Agreement.
23. Screening and Background Checks. GQR will screen Assigned Employees, as outlined in Exhibit C and in compliance with state and federal law with the following; (i) background checks, as within standard in the industry of the last seven years of residence and employment; (ii) drug screens; (iii) standard medical requirements, not limited to immunizations and physicals; (iv) license, as applicable; and (v) certifications. GQR strives to ensure top quality Assigned Employees, and such screening will provide compliance across the board. In the event that the Client warrants further screening outside of the standard herein, it will be upon mutual confirmation between both Client and GQR as confirmed within Exhibit C to the Agreement, where applicable, and in accordance with applicable federal, state, and local law.
24. Replacement. In the event that Client is not satisfied with the performance of any Assigned Employee, within four (4) hours of the Assigned Employee arriving on Site for a shift, and upon Client's request, GQR will remove the Assigned Employee with whom Client is not satisfied from the Assignment, relieve Client of the obligation to pay for the number of hours worked by the same Assigned Employee for that shift, and use its best efforts to provide a replacement Assigned Employee as soon as practicable (the "Limited Warranty"). The Limited Warranty described herein shall be GQR's sole obligation to Client and Client's exclusive remedy with respect to any nonconformity or deficiency in Services, performance, work product or deliverables furnished to Client.

3. DUTIES OF CLIENT

- 3.1. Supervision. Client agrees to supervise and control the work, Site, premises, processes, and systems to be accessed and performed by Assigned Employees, and to review and approve the corresponding work product and performance of the Assigned Employee. In addition, Client will control the development, quality and implementation of the work product and Assigned Employees' performance. GQR is the employer of the Assigned Employees and will remain responsible as the employer with respect to the Employer Obligations outlined above. In the event Client is dissatisfied with the performance or work product produced in whole or in part by any Assigned Employee, Client may request, and its sole remedy will be, the removal of such Assigned Employee in accordance with Section 2(d). Client's supervision duties include ensuring that Assigned Employees receive any meal, rest or other breaks as required by law or Client policies and adequate safety precautions are taken to protect Assigned Employees from harm.
- 3.2. Job Description. Client will provide GQR with a job description prior to the Assigned Employee commencing his or her Assignment. Client will not make material changes in any Assigned Employee's job duties or risks without GQR's prior written approval. Client will not entrust any Assigned Employee with unattended property or valuables, such as cash, negotiable instruments, keys, merchandise and confidential or trade secret information, other than as is strictly required by the job description provided to GQR. Client's breach of this duty may expose GQR to substantial and additional risk not contemplated by GQR when entering into this Agreement. Notwithstanding the Duties of GQR, the Client must satisfy itself as to the suitability of the Candidate for the position they are seeking to fill.
- 3.3. Confirmation of Start Date. On the Start Date of any Candidate or Assigned Employee, Client agrees to provide written confirmation to GQR that such Candidate or Assigned Employee reported for work at Client's Site.
- 3.4. Client Benefits. Client will not offer or promise any Assigned Employee compensation or benefits under any Client-provided plan, and Client will exclude Assigned Employees from any Client-provided plan whenever possible.

35. Provision of Equipment, Supplies and Training. Client shall provide Assigned Employees with all equipment, facilities and supplies reasonably necessary for them to perform Services contemplated by this Agreement. In addition, Client shall train Assigned Employees with regard to all Client policies and procedures that may be adopted or implemented from time to time which, in Client's judgment, will enable Assigned Employees to successfully perform their specific nursing and related job duties in compliance with laws, regulations and policies, including but not limited to health and safety laws and Data Protection Laws.
36. Notification of Complaints and Incidents. To the extent not prohibited by law, Client agrees to immediately inform GQR of all formal and informal complaints, allegations, accidents, or incidents relating to any Assigned Employee's misconduct or workplace safety violation of which the Client becomes aware, regardless of the source, including, but not limited to, any incident that may reasonably lead to a malpractice claim, criminal or civil penalties, or disciplinary action against any Assigned Employee, or Client in connection with any Assigned Employee provided by GQR, and any allegations of sexual harassment, discrimination, violations of the Occupational Safety and Health Act, or threats of violence. To the extent commercially reasonable, and not prohibited by law, Client shall provide a complete and accurate disclosure of all circumstances surrounding such matters. The parties agree not to engage in any conduct that could reasonably be considered retaliation in violation of laws or regulations, including but not limited to removal or replacement of a Candidate or Assigned Employee or other adverse action, as a result of a good faith complaint.
37. Background Checks & Drug Screening Results. In the event that the Client requires results from the Assigned Employee's drug screening, background checks or any applicable screening; Client must directly provide notice to GQR to the following contact: clinicalcredentialing@gqrgm.com. Due to privacy compliance, both at the State and Federal levels, GQR must prescribe and provide information upon authorization from Assigned Employee prior to any dispatch of results, and within applicable laws and guidelines.
38. Cancellation Fee. Unless an Exhibit A or Exhibit B provides for a different Cancellation Fee ("Cancellation Fee"), the below Cancellation Fee(s) will apply:
 - 3.8.1. Client may cancel an individual shift for an Assigned Employee at least four (4) hours prior to the start of a shift. If less than four (4) hours' prior notice is provided, Client will pay for four (4) hours at the designated shift and daily.
 - 3.8.2. Prior to the Start Date, Client may cancel an Assignment or Assigned Employee for any reason within fourteen (14) days' written notice. If Client cancels an Assignment with less than seven days' written notice prior to the Start Date for any reason or cancels an Assignment after the Start Date for cause, Client shall be liable to pay the Agency a Cancellation Fee equal to forty (40) hours times the applicable billing rate for each Assigned Employee cancelled. If Client cancels, without cause, an Assignment after the Start Date, Client must provide Agency with fourteen (14) days' written notice before the requested cancellation date. Client may either a) pay a Cancellation Fee equal to fourteen (14) days of the Assignment; b) utilize Assigned Employees for the entire fourteen-day period following delivery of the written notice of cancellation and pay Agency for such work consistent with the Agreement; or c) a combination Assigned Employees and the Cancellation Fee which equals the work and fee of fourteen (14) days of the Assignment.

4. MUTUAL DUTIES

41. Cooperation. To the extent not prohibited by law, the parties agree to cooperate fully and to provide assistance to each other in the investigation and resolution of any complaints, claims, actions, or proceedings which may be brought by or involve any Assigned Employee or Candidate.
42. Safety and OSHA Compliance. Client will provide all on-Site Assigned Employees with a safe worksite and will provide information, training, and safety equipment with respect to any hazardous substances or conditions to which Assigned Employees may be exposed at the worksite, whether or not required by law. Without limiting the generality of the foregoing, because Client controls the facilities in which Assigned Employees work, it is agreed that Client is primarily responsible for compliance with the Occupational Safety and Health Act and comparable state laws and regulations thereunder, to the extent those laws apply to Assigned Employees working at Client's facilities. GQR will, at the request of Client, instruct its employees on general safety matters in accordance with information provided to GQR by Client.
43. Confidentiality. Both parties acknowledge that they may receive information that is proprietary or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing hereunder or as required by law. All information relating to a Contractor is confidential and where that information relates to an individual, it is further subject to any applicable statutory or regulatory provisions in force from time relating to the protection and transfer of personal data, and such personal data is provided solely for the purpose of providing the Services to Client. Such personal data must not be used for any other purpose and Client undertakes to abide by the provisions of any statutory or regulatory obligations when receiving and processing the information at all times. Each party agrees that

monetary damages may not be an adequate remedy for improper disclosure or use of any confidential information and that the disclosing party hereunder shall be entitled, upon breach of this confidentiality obligation, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without waiving any other right or remedy, without posting a bond, and that the receiving party shall not resist an application for relief, on the ground that the disclosing party has an adequate remedy at law.

44. Compliance with Law. GQR shall comply with all applicable federal, state, and local laws and regulations governing the provision of Staffing Services, including with respect to the provision of such services in the healthcare industry, and GQR's business generally. Client shall comply with all applicable federal, state, and local laws and regulations governing the work product, performance of work by Assigned Employees and the Client's business generally. GQR will maintain in effect during the term of this Agreement any and all federal, state and/or local licenses and permits that may be required of staffing employers generally, and staffing employers that provide registered nurses and allied health professionals to healthcare organizations and facilities. Client will maintain at its expense such licenses and permits as may be required by applicable authorities in order to engage in Client's business, and if GQR is requested to obtain these types of permits and/or licenses on behalf of Client, the cost thereof will be billed to Client. The parties agree to comply with all applicable Data Protection Laws.
45. Equal Opportunity. Agency is an Equal Opportunity Employer. It shall be the policy of both Agency and Client to provide equal opportunity without regard to race, color, religion, sex, national origin, age, handicap, or veteran status. Agency understands that Client does not discriminate in employment or hiring based on race, color, creed, sex, age, national origin, religion, handicap, sexual orientation, marital status, veteran status, or any other basis prohibited by applicable law.
46. COVID-19 Vaccination; Liability for Traveling Assigned Employees & Testing. All Assigned Employees are required to meet Client's requirements for COVID-19 vaccine prior to the start of their services and comply with Client's COVID-19 policies and procedures, including but not limited to daily monitoring and reporting. No Assigned Employee will be allowed to work who shows signs or symptoms of a contagious disease that may endanger the residents, patients, or other employees at the Site. This includes, but is not limited to, COVID-19. Any Assigned Employee who tests positive for COVID-19, and who showed signs or symptoms prior to arriving on-Site, will be denied work and GQR will be responsible for the costs of their quarantine and return travel. In the instance where the Assigned Employee showed no symptoms of COVID-19, arrived on-Site, and tested positive for COVID-19 or tested positive for COVID-19 for anytime during the Assignment, Assigned Employee shall quarantine as required by Client policy and Client will pay up to forty (40) hours of time at the Assigned Employee's rate. Any Assigned Employee who contracts COVID-19 during the course of an Assignment will be removed from the Assignment and cost of lodging for up to five (5) days of quarantine and return travel will be paid by Client, GQR will use reasonable efforts to identify a replacement for any such Assigned Employee that is unable to work due to a COVID-19 positive test result. Client is to notify GQR of any Assigned Employee unable to work due to positive test results immediately and in good faith. GQR shall request any authorization or consent from Assigned Employees permitting Client to disclose positive test results. This is specific to Assigned Employees who are on contract and are traveling to Site, and only if applicable.

5. PAYMENT

- 5.1. Payment. Client agrees to pay GQR for its performance hereunder at the rates set forth on Exhibit A, and also agrees to pay any additional costs or fees set forth in this Agreement or Exhibit A or B. Client understands and acknowledges that such rates include payroll costs, which represent the allocated share of estimated Employer Obligations as defined above. GQR will invoice Client weekly via electronic mail invoices@gqrgm.com or ar@gqrgm.com. It is best practice to confirm invoices are legitimate as payments made from invoices sent from alternative email addresses do not constitute a valid submission by GQR or acceptable payment by Client. Payment will be due within 30 days upon receipt of invoice. Amounts invoiced for work performed by Assigned Employees will be calculated on the basis of hours shown on GQR time slips. Client or Client's designated representative will approve GQR time slips, certifying that the hours shown are correct and authorizing GQR to bill Client for the hours worked by the named Assigned Employee. If Client or Client's designated representative are unavailable to approve time slips, GQR is authorized to approve such time slips and such signed time slips will be conclusive as to the number of compensable hours worked by each Assigned Employee for that workweek, provided that Client will have thirty (30) days to contest any inaccuracies in such time slips. Client agrees that it will not request or require that Assigned Employees work any hours not recorded on a time slip.
- 5.2. Interest on Late Payments. The Agency reserves the right to charge interest on invoiced amounts unpaid by the due date at a rate equal to the lesser of (a) 5% per annum above the Wall Street Journal Prime Rate in effect as of the due date for such invoiced amounts or (b) the maximum interest rate permitted under applicable law, from the due date until the date of payment
- 5.3. Additional Payment Terms.
 - 5.3.1. Rate Increases. If GQR is required to increase wage and/or payroll costs at any time during the term of this Agreement as the direct result of any determination, order, or action by any applicable federal, state, or

local governmental authority including prevailing wage and benefit requirements, or in order to meet Employer Obligations, Client will reimburse GQR at cost for any such increase or equitable adjustment. Client agrees to notify GQR immediately whenever any Assigned Employee will perform work pursuant to a government contract covered by the Service Contract Act of 1965, the Davis Bacon Act and Related Acts or any applicable federal, state, or local governmental requirement and to pay GQR the price differential or equitable adjustment associated with any wage determinations under such government contract.

5.3.2. Payment for Overtime. If Assigned Employees work overtime under applicable federal or state law, Client agrees to pay GQR for the additional overtime hours at a rate of one and one-half times the Assigned Employee's Regular Rate. In jurisdictions in which other overtime or double-time obligations are imposed by statute or regulation, GQR will bill at the bill rate for overtime that GQR is required to pay its employees pursuant to applicable law. Any hours required to be paid at premium rates will be included on GQR time slips and approved in accordance with Section 5(a) above.

5.3.3. Payment for Orientation. In the event an Assigned Employee is required to attend Client mandated new hire orientation, the rate shown on Exhibit A shall apply, and such orientation rates will be paid by GQR and reimbursed to GQR by Client at GQR's actual cost. New hire orientation must be related to an Assigned Employee's Assignment with Client and scheduled during normal business hours.

5.3.4. Sales Tax. Any sales, use, excise, or other such tax levied as a result of performance hereunder will be paid by Client.

5.3.5. Rate Sheets. A rate sheet may be provided, as highlighted in Exhibit B. As per negotiations, rates may increase, and may be administered and only upon written agreement between both parties. Any changes will be highlighted and enforced as part of this Agreement.

5.3.6. COVID-19 Leave. The health of the Assigned Employee is of utmost importance, and as such GQR will be administering leave as per state compliance. Notice must be given by Assigned Employee to both Client and GQR with details on leave. In the event an Assigned Employee is exhibiting symptoms or tested positive in relation to Covid-19 and is required to quarantine, GQR shall keep the Client up to date. GQR will be in touch upon any changes with leave as communicated by Assigned Employee.

54. Conversion. In the event Client hires any Assigned Employee as Client's employee, engages any Assigned Employee as an independent contractor, or permits any Assigned Employee to transfer to another entity's payroll in order to perform work for Client or at Client's facilities, Client will pay a conversion fee to GQR, within 30 days from receipt of invoice. Unless otherwise specified in Exhibit A or Exhibit B, the conversion fee is calculated on a sliding scale as follows; if hired before 26 weeks of the start date of the most recent Assignment, the conversion fee shall equal 20.00% of Assigned Employee's gross base salary, wages or fees, guaranteed or anticipated bonus, or any other incentives or compensation for the first 12 months after conversion date; if hired 26 weeks after the start date of the most recent Assignment, the conversion fee shall equal 0.00% of Assigned Employee's gross base salary, wages or fees, guaranteed or anticipated bonus, or any other incentives or compensation for the first 12 months after conversion date.

6. TERM AND TERMINATION

61. Term. This Agreement will be for a term of one (1) year from the Effective Date of this Agreement. This Agreement will automatically renew for successive one (1) year terms, unless either party provides notice not later than thirty (30) days prior to expiration of the then-current term of its intent to no longer renew this Agreement.

62. Termination for Cause. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement immediately in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, materially breaches this Agreement, or fails to make any payments within the time periods specified in this Agreement.

63. Effect of Termination. Upon termination of this Agreement, GQR will promptly provide an invoice to Client for all fees incurred by Client under this Agreement. Client will pay all amounts set forth on the invoice within 30 days of receipt. Unless expressly stated otherwise in this Agreement, all rights granted to either party under this Agreement shall accrue and remain in effect until the termination of this Agreement.

64. Client Options upon Termination. Notwithstanding any other provision of this Agreement, if Client terminates this Agreement but desires to have any Assigned Employees continue to provide services at Client's Site(s), Client may elect one of the following two options on or before the effective termination date:

- 6.4.1. To pay GQR no later than ten (10) days after the effective termination date the conversion fee set forth on Exhibit A for each Assigned Employee then assigned to Client, with the understanding that such Assigned Employee will be engaged by Client as an independent contractor, hired directly by Client, or transferred to or placed on the payroll of any other firm or person and who continues to perform services for Client or at Client's facilities; or
- 6.4.2. Upon GQR's written consent, to continue to pay GQR in accordance with the payment procedures in Section 5 for such Assigned Employee's services at GQR's billing rate in effect at the time of the termination for any services performed by such Assigned Employee for a one-year period following the effective termination date of this Agreement.
- 6.4.3. If Client does not elect one of the following options on or before the effective termination date, then GQR in its sole discretion will bill the Client the greater of the two elections.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 7.1. To the extent permitted by law, GQR agrees to defend, indemnify, and hold harmless Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees of and from any and all claims, losses and liabilities to the extent caused by the acts or omissions of GQR or GQR's officers, employees, or authorized agents, or by GQR's material breach of this Agreement.
- 7.2. To the extent permitted by law, Client agrees to defend, indemnify and hold harmless GQR and its parent, subsidiaries, directors, officers, agents, representatives and employees ("GQR Indemnitees") against any and all claims, losses, liabilities, expenses, taxes and penalties, to the extent caused by the negligence, gross negligence, recklessness or willful misconduct of Client or Client's officers, employees or authorized agents or by Client's material breach of this Agreement and further agrees, notwithstanding any indemnification obligation under subsection (a) above, to defend, indemnify and hold any GQR Indemnitee harmless against any and all claims, losses and liabilities, including any incidental, consequential, exemplary, special or punitive damages, including lost profit, regardless of how characterized, that arise from (1) infringement of any intellectual property right, except with respect to any intellectual property owned and independently developed by GQR, (2) the acts or omissions of any Assigned Employee taken at Client's direction, or (3) Client's failure to supervise Assigned Employees in accordance with its obligations under Section 3(a).
- 7.3. UNLESS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).
- 7.4. The parties agree that this Section 7 is the complete agreement between them with respect to any possible indemnification claim and waive their right to assert any common-law indemnification or contribution claim against the other. The parties each agree to promptly inform the other after its receipt of any claim, demand, or notice for which indemnification hereunder may be sought, and to cooperate in the investigation and defense of any such claim, demand, or notice, provided, however, that the indemnitee shall have the right to approve the indemnitor's selection of counsel, such approval not to be unreasonably withheld.

8. INSURANCE

- 8.1. GQR Insurance. After the execution of this Agreement, and upon Client's request, GQR will deliver to Client copies of certificates of the insurance policies described below. GQR will maintain all such insurance policies in full force and effect at all times during the performance of this Agreement.
 - 8.1.1. Workers' Compensation Insurance with statutory limits and Employer's Liability Insurance with limits of at least \$1,000,000 for each accident or disease.
 - 8.1.2. Comprehensive General Liability and Property Damage Insurance, including coverage for products and completed operations, with limits of at least \$1,000,000 for each occurrence. Client shall be named as an additional insured on such policy. GQR shall furnish a Certificate of Insurance demonstrating Client's status as an additional insured under the Comprehensive General Liability and Property Damage Insurance policy.
 - 8.1.3. Specified Medical Professions Professional Liability Insurance – Claims Made Coverage with limits of at least \$2,000,000 per claim, and at least \$4,000,000 aggregate.
 - 8.1.4. Umbrella Coverage with limits of at least \$5,000,000 per occurrence following the forms of the underlying insurance policies. Client shall be named as an additional insured on such policy. GQR shall furnish a Certificate of Insurance demonstrating Client's status as an additional insured under the Umbrella

8.1.5. Insurance policy.

82. Insurance of GQR Subcontractors. GQR will require all its secondary vendors to carry, at a minimum, Worker's Compensation Insurance as required by the states in which they operate, Comprehensive General Liability and Property Damage Insurance, and Excess or Umbrella Coverage, in accordance with GQR's sub-vendor program requirements. In the event that Client requires GQR to use a designated subcontractor, GQR shall not be responsible for any liability.

9. LIMITED WARRANTY

91. Limited Warranty. GQR provides Staffing Services as described above and not the work product or deliverables provided by its Assigned Employees or Candidates. The Limited Warranty described above in Section 2(d) shall be GQR's sole obligation to Client and Client's exclusive remedy with respect to any nonconformity of or deficiency in services or work furnished to Client.
92. Disclaimer. THE LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WRITTEN, ORAL OR IMPLIED; AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

10. MISCELLANEOUS

101. GQR Employee Engagement. Client will not directly or indirectly solicit, hire, or otherwise Engage any current or former employee of GQR. Should Client violate this provision, Client will pay GQR a Fee of the greater of a) 50% of Client's total Fees paid under the Agreement, b) the total amount of employee's last 12 months of billings, or c) the previous 12 months of employee's total Compensation. Client acknowledges that the loss of GQR's employees is significant and that this Fee reasonably and fairly calculates the damages for a violation of this provision.
102. Use of Marks. For the purposes of this Agreement, Client hereby grants to GQR a non-exclusive, non-transferable, royalty free, revocable license to use Client's trademarks, trade names and service marks, agency seals or similar logos used and/or owned by Client with respect to the Product (collectively, the "Marks"). The Marks shall be used by GQR solely in its discretion in connection with its activities conducted under this Agreement or advertising and promotion of its business by placing on its corporate website, the Mark of the Client, which shall function as an uninterrupted hyper-link to Client's corporate web site home page (or other page designated the Client), in each case solely in accordance with the terms hereof. The ownership of and goodwill in all Marks shall remain the sole and exclusive property of Client and inure exclusively to Client's sole benefit, both during the Term and thereafter. GQR agrees that nothing in this Agreement shall give GQR any right, title, or interest in or to the Marks other than the right to use the same in the manner contemplated by this Agreement.
103. Press Release & Publicity: Prior to any issuance of any press release announcing the partnership, GQR shall obtain confirmed authorization and consent of Client. Neither Party shall make any public announcement or statement that is inconsistent with or contrary to the terms of this Agreement. All Press Material will be done in good faith and will only be issued upon written consent and review by either Party, the consent of which will not be unreasonably withheld.
104. Survival of Certain Provisions. Except as expressly set forth herein, those provisions of this Agreement which by their nature or terms extend beyond the termination or non-renewal of this Agreement will remain in full force and effect and survive such termination or non-renewal.
105. Severability. Each provision of this Agreement will be considered severable such that if any one provision or clause conflicts with or may not be given full effect because of existing or future applicable law, this will not affect any other provision which can be given effect without the conflicting provision or clause.
106. Entire Agreement. This Agreement and the Exhibits attached hereto contain the entire understanding between the parties, and supersede all prior agreements and understandings relating to the subject matter hereof. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing signed by both parties. Client represents that in executing this Agreement, Client did not rely on any inducements, promises or representations by GQR other than the terms specifically set forth in this Agreement.
107. Exhibits. All exhibits attached to this Agreement will be deemed a part of this Agreement and incorporated herein by reference. The term "Agreement" includes the exhibits attached to this Agreement. The terms, which are defined in this Agreement and used in any exhibit, will have the same meaning in the exhibit as in this Agreement. In the event of any conflict between any exhibit and this Agreement, this Agreement will control.
108. Headings. The headings of the Sections of this Agreement are inserted solely for the convenience of reference. The headings will in no way define, limit, extend or aid in the construction of the scope, extent, or intent of this Agreement,

- 10.9. Waiver. The failure of a party to enforce the provisions of this Agreement will not be construed as a waiver of any provision or the right of such party thereafter to enforce any provision of this Agreement.
- 10.10. Assignability. Client may not, directly, or indirectly, in whole or in part, neither by operation of law or otherwise, assign or transfer this Agreement or delegate any of its obligations under this Agreement without the prior written consent of Agency, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment, transfer, or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Client of any of its obligations hereunder. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective and permitted successors and permitted assigns.
- 10.11. Subcontracting and Service by Franchises. GQR may subcontract any of its obligations hereunder to secondary vendors. GQR franchises may perform a part of GQR's obligations hereunder.
- 10.12. Ambiguities and Advice. The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning or interpretation of any provision of this Agreement. Client acknowledges that GQR does not provide legal or tax advice.
- 10.13. Books and Records. As applicable, and consistent with Section 420.302(b) of the Medicare regulations or other inspection state or federal laws, until the expiration of four years after the furnishing of the services provided under this Agreement, Agency will make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of those services.
- 10.14. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronically by the parties or the parties' respective attorneys, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronically will be deemed to be their original signatures for any purpose whatsoever.
- 10.15. Independent Contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, partnership, joint venture between GQR and Client. Neither party has the authority to bind the other party or to incur any obligations on behalf of the other party without the other party's prior written consent
- 10.16. Notices. All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally, or by certified mail, postage prepaid, or email. Any such notice shall be deemed to have been served: if by hand, when delivered, if by certified mail, 48 hours following the mailing date and, if by email, when that email is sent. Such communications must be sent to the respective parties at the following addresses (or any other address that a party has notified the other party of in writing)

If to GQR:	ATTN: Legal & Compliance Department terms@gqrgm.com Westview, 316 W 12th Street, Suite 210, Austin, TX 78701
If to the Client:	to the address stated in the Preamble of this Agreement.

- 10.17. Force Majeure. Neither party will be responsible for failure or delay in performance hereunder if the failure or delay is due to labor disputes, strikes (including but not limited to strikes of Client and/or GQR), fire, riot, war, terrorism, pandemic, acts of God or any other causes beyond the control of the non-performing party.
- 10.18. Choice of Law and Venue, Attorneys' Fees. This Agreement will be governed in all respects, including validity, construction, interpretation, and effect by the laws of the State of Texas without regard to its conflicts of law principles. Any claim or action brought by one of the parties in connection with this Agreement will be brought in the appropriate Federal or State court located in the County of Travis, and the parties irrevocably consent to the exclusive jurisdiction of such court. In the event that either Agency or Client institutes any legal suit, action, or proceeding, including arbitration against the other to enforce the covenants contained in this Agreement, or obtain any other remedy in respect of any breach of this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled,

the costs incurred by such party in conducting the suit, action, or proceeding, including actual attorneys' fees and expenses and court costs.

10.19. Due Authority. Each party hereto represents and warrants that it has all necessary authority, power and right necessary to enter into and bind it, its principals, agents, and employees to the terms of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by authorized signatories of GQR and Client on the dates set forth below.

Union County Educational Services Commission

Wynden Stark LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _

Date: _____

Date: _

SAMPLE EXHIBIT A
INDIVIDUAL ASSIGNED EMPLOYEE

This “Exhibit A” is entered into on by and between Wynden Stark LLC d/b/a GQR Global Markets with its principal place of business located at Westview, 316 W 12th Street, Suite 210, Austin, TX 78701, and applicable subsidiaries and affiliates (“GQR”) and Union County Educational Services Commission (“Client”) (collectively, the “parties”). In consideration of the mutual covenants contained herein, and in the Registered Nurse & Allied Health Professionals Staffing Services Agreement (the “Agreement”), the parties agree to the additional terms and conditions set forth below. All defined terms used in this Exhibit A and not otherwise defined shall have the same meaning as set forth in the Agreement.

1.0 REQUIRED DELIVERABLES, SERVICES & APPLICABLE FEES:

GQR agrees to provide Assigned Employees for, and Client agrees to pay, the rates listed below in Table #1.1.

#1.1	Corresponding Fee
Straight time bill rate	\$(RATE).
Overtime bill rate	[1.5]x “straight time bill rate” for any overtime worked

2.0 DESCRIPTION OF SERVICES:

Name of Assigned Employee:

Job Role:

Location:

Start Date:

End Date:

Bill Rate: confirmed above

Supervisor Contact Details:

(If applicable) Weekly Non-Taxable Living Allowance:

This allowance will be pro-rated based on days worked for the first and last week of the contract term herein.

3.0 ADDITIONAL EXPENSES:

3.1 General Rule

As a general rule, the parties expect and agree that all expenses and costs of GQR are accounted for, and included within, the fees listed above.

3.2 Travel Expenses & Additional Requirements

In the event that an Assigned Employee is required to incur travel and/or lodging expenses in connection with an Assignment, such expenses will be paid by GQR, and reimbursed to GQR by Client.

3.3 Background Checks & Additional Screening



GQR's costs for requested and/or legally mandated drug-testing, background, and security checks for GQR employees as they relate to Services to be performed under the Agreement will be absorbed by GQR, and upon written request by Client.

Where applicable, please refer to the Credentialing Appendix to the Agreement for any alternative requirement to GQR's baseline requirements as proposed by Client, and confirmed by both Parties in compliance with Section 2 (c) of the Agreement and the Appendix.

4.0 CONVERSION FEES:

In the event that a Client hires any Assigned Employee as Client's employee, engages any Assigned Employee for services as an independent contractor, or permits any Assigned Employee to transfer to another entity's payroll in order to perform work for Client or at Client's facilities, Client will pay to GQR, within thirty (30) days from receipt of invoice, a conversion fee equal to [INSERT].

SIGNATURES:

IN WITNESS WHEREOF, the parties to the above-referenced Agreement have caused this Exhibit A to be executed by their authorized representatives.

Wynden Stark LLC

Union County Educational Services Commission

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B
RATE SHEET

This “Exhibit B” is entered into on by and between Wynden Stark LLC d/b/a GQR Global Markets with its principal place of business located at Westview, 316 W 12th Street, Suite 210, Austin, TX 78701, and applicable subsidiaries and affiliates (“GQR” or “Agency”), and Union County Educational Services Commission (“Client”) (collectively, the “parties”). In consideration of the mutual covenants contained herein, and in the Registered Nurse & Allied Professionals Staffing Services Agreement (the “Agreement”), the parties agree to the additional terms and conditions set forth below. All defined terms used in this Exhibit B and not otherwise defined shall have the same meaning as set forth in the Agreement.

1. Definitions.

Base Hourly Rate	Means Regular Rate.
Critical Need Rate	Means a rate increase to staff an Assigned Employee to work a certain shift or Assignment when the Site has an immediate or critical need to staff or a higher rate is needed to fill the Assignment.
Holiday	Means New Year's Eve Day, New Year's Day, Easter Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day After Thanksgiving, Christmas Eve Day, Christmas Day, and any additional holidays for Client employees (e.g. Good Friday). A holiday begins at 12:00 a.m. on the day of the holiday and ends at 11:59:59 p.m. on the day of the holiday.
Hourly Rate	Means the bill rate confirmed for the hour to GQR, who is the Agency in this transaction, which may include Base Hourly Rate increases for certain rates (e.g., Incentive Rate and/or Supervisor Rate) or Base Hourly Rate decreases for certain rates (e.g., On Call). This hourly rate is inclusive of workers' compensation and insurance rates.
Hours Worked	Means the greater of the number of hours scheduled to work or the hours actually worked within GQR's systems or actual hours worked whichever is greater, and includes paid meal and rest breaks. An Assigned Employee's hours for Paid time off or paid sick leave (e.g. COVID quarantine) are not counted in Hours Worked; however, where applicable in this Agreement are still billed to Client by Agency.
Incentive Rate	Means a rate increase to incentivize an Assigned Employee to work a certain shift or Assignment.
Overtime	Means more than forty (40) Hours Worked in one week or any amount greater as may be required by state or local law or as the Agreement provides to pay overtime to Assigned Employees. Paid holidays, paid time off, or sick leave are not counted in computing overtime hours.
Regular Rate	Means the default rate for an Assignment. The Base Hourly Rate will be the Regular Rate unless an Assignment or Assigned Employee's rate requires a Critical Need Rate or Incentive Rate.
Week or Workweek	Means Monday from 12:00 a.m. – Sunday 11:59:59 p.m.

2. Rates.

- a. General Rate. GQR agrees to provide Assigned Employees for, and Client agrees to pay, the rates listed below in the Table.
- b. Overtime Rate. Client agrees to pay 1.5 times the applicable rate set forth above for all hours worked by Assigned Employees that are more than 40 hours in a Workweek or any amount greater as required by applicable state or local law to pay overtime to Assigned Employees.
- c. Holiday Rate. Client agrees to pay 1.5 times the applicable Hourly Rate for all Holiday hours worked.
- d. Supervisory Rate. If Assigned Employee is required to perform supervisory or team lead duties during an Assignment, Client agrees to pay an additional \$25.00/hr. above the applicable rate to the Assigned Employee.
- e. On Call or Call Back Rate. Client agrees for hours where Assigned Employee is not required to stay on the Client's site but has



uncontrolled on call hours (“On Call”) to pay GQR at a rate of \$12.00 per hour. If an Assigned Employee who is On Call is called back to the Client’s site, the On Call rate ends upon such call back, and the Client agrees to pay GQR a minimum of two hours and a maximum of all hours worked for that Assigned Employee’s shift at a rate of pay of 1.5 times the applicable rate set forth above. Client agrees for hours where an Assigned Employee is required to stay on at a Site, the applicable rate is the Base Hourly Rate plus any applicable increases for all hours the Assigned Employee is on Site.

- f. Minimum Work Hours: For Assignments that are confirmed to have for eight, ten, or any combination of eight, ten, and twelve-hour shifts, Client shall provide such Agency a guaranteed minimum of 40 scheduled hours per each weekly payroll period for each Assigned Employee at his or her applicable rate above. For 12-hour shifts, Client shall provide Agency a guaranteed minimum of 36 scheduled hours per each weekly payroll period for each Assigned Employee at his or her applicable rate above. This guaranteed minimum work week applies to all work weeks, including but not limited to weeks where a unit may have a partial week closure. The calculation of the guaranteed minimum work week includes all hours planned for each Assigned Employee except for On Call time.

3. Additional Expenses.

- a. General Rule. As a general rule, the parties expect and agree that all expenses and costs of GQR are accounted for, and included within, the fees listed above.
- b. Additional Requirements. In the event that an Assigned Employee is required to incur travel and/or lodging expenses in connection with an Assignment, such expenses will be paid by GQR, and reimbursed to GQR by Client at GQR’s cost.
- c. Background Checks. GQR’s costs for requested and/or legally mandated drug-testing, background, and security checks for GQR employees as they relate to Services to be performed under the Agreement will be absorbed by GQR, and upon written request by Client.

IN WITNESS WHEREOF, the parties to the above-referenced Agreement have caused this Exhibit B to be executed by their authorized representatives.

Wynden Stark LLC

Union County Educational Services Commission

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____