

STAFFING AGREEMENT

This Staffing Agreement ("**Agreement**"), dated as of September 17, 2024 (the "**Effective Date**"), is by and between VieMed Healthcare Staffing LLC, a Louisiana limited liability company, with offices located at 625 E. Kaliste Saloom Rd., Lafayette, La 70508, on behalf of itself and its affiliates and subsidiaries ("**VHS**") and Oklahoma County Criminal Justice Authority, with offices located at 201 N. Shartel Ave, Oklahoma City, OK 73102 (the "**Client**"). VHS and Client shall hereinafter be referred to as the "parties," with each a "party."

RECITALS

WHEREAS, VHS is engaged in the business of providing workers to perform services for clients on a temporary basis; and

WHEREAS, Client desires to engage VHS to provide such services (the "Services").

THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. VHS Duties and Responsibilities.

1.1 Upon receiving a request from Client, and subject to the availability of such individuals, VHS will provide the requested number of individuals ("Personnel") as supplemental staffing for Client's operations. Personnel may consist of licensed healthcare providers ("Clinical Personnel") and/or non-clinical personnel ("Non-Clinical Personnel").

(a) Subject to the terms of this Agreement, if VHS is unable to provide the type of provider requested by Client, VHS will offer Client the opportunity to obtain the services of a provider with a higher level of skill or qualification. Client will, in such circumstances, pay the applicable rate for the higher-skilled provider.

(b) VHS will ensure that all Personnel are legally authorized to work in the United States (including Form I-9 verification), have been subject to a criminal background check, and meet the following criteria;

- (i) Work history with relevant experience.
- (ii) Written skills evaluation.
- (iii) Training, to include OSHA and HIPAA training.
- (iv) Current state license or certification.
- (v) CPR certification, if applicable.
- (vi) Physical examination, if applicable.

(vii) Pre-employment screening, to include tuberculosis screening (if applicable), drug screening (if applicable), and other items to be specifically requested by Client and agreed to by the parties.

1.2 VHS represents and warrants that Personnel will have the qualifications specified by Client. If Client finds that the qualifications or general work-related behavior of any Personnel is lacking, it shall advise VHS promptly. VHS will make reasonable efforts to replace the Personnel as soon as practicable.

1.3 At all times during the term of this Agreement, VHS shall, at its sole cost and expense, cover its staffing operations for Client with at least the following types and limits of insurance or other coverage, and shall provide Client with proof of such coverage on Client's request:

(a) general liability insurance with limits of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate;

(b) professional liability insurance with limits of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate.

1.4 VHS may use subcontractors or independent contractors to provide the Services upon obtaining written consent from Client. For purposes of this subsection, an email from Client's designated contact will suffice as consent. VHS will ensure that its subcontractors, independent contractors, and any Personnel they supply will comply with all applicable terms of this Agreement.

1.5 VHS or its subcontractors shall have direct responsibility as employer for the payment of all wages and other compensation, for any mandatory withholdings or contributions (e.g., federal and state taxes), and for the payment of worker's compensation and unemployment insurance.

2. Client Duties and Responsibilities.

2.1 Client shall:

(a) Client shall provide any necessary orientation and Client-specific training to Personnel. This shall include, but not be limited to, confidentiality/patient privacy, exposure control, and any OSHA requirements at Client's site(s).

(b) For a period of twelve (12) months following the date on which any particular VHS Personnel last worked a shift for Client, Client agrees that it will take no steps to recruit, hire, or employ that Personnel as its own employee or as a contractor. Client acknowledges that VHS provides temporary services and has made a substantial investment in recruiting, training, employing, and providing Personnel. Such costs include, but are not limited to, advertisement, recruitment, interviewing, evaluation, reference checks, training, supervision, and other associated services. The obligations set forth in this Section shall survive termination of this Agreement.

(i) Notwithstanding Section 2.1(e), Client may hire any Personnel who have completed the minimum number of hours of work for Client through VHS by paying the conversion fees set out below.

Hours Worked for Client in Past 12 Months	Conversion Fee
Between 0 and 1040 hours	12% of annualized starting salary
Between 1041 and 2080 hours	6% of annualized starting salary
2080 hours +	0% of annualized starting salary

(c) If Client concludes that Personnel have engaged in misconduct or have been negligent, Client may require Personnel to leave the premises. Client will notify VHS immediately in writing and provide reasonable detail the reasons for such dismissal. Client will compensate VHS only for those hours actually worked, and VHS will not assign that individual to Client in the future without prior approval in writing.

(d) Client may request the dismissal of any VHS Personnel for serious breaches of Client’s standards. Client will notify VHS promptly in writing of any such dismissal, and provide reasonable detail regarding the reasons, if any, for such dismissal. Client will compensate VHS for hours worked prior to dismissal. The parties will reasonably cooperate to coach or counsel any VHS Personnel who, in the parties’ reasonable opinion, may continue to perform Services for Client after such coaching or counseling.

(e) The parties will agree to cooperate reasonably in the instance that Client requests that Personnel work in departments, units, or facilities other than the one initially requested or assigned. In the event of such reassignment, unless the parties agree otherwise, Client agrees to pay the rate of the higher-paid assignment—whether the original assignment or the new assignment.

(f) Client shall report to VHS any incident involving any Personnel that may have an adverse effect on Client or VHS. For illustration, such incidents may include errors by Personnel, unanticipated patient deaths, unanticipated patient-related events or injuries known to be attributable to Personnel, and safety hazards known to be related to the services provided by Personnel.

(g) Client shall properly safeguard and control its premises, processes, or systems, and shall limit permit Personnel to operate Client's vehicles or mobile equipment, or entrust them with unattended premises, property, or other valuables,

without VHS's express prior written approval or as required by the job described in Exhibit B; and

(h) provide Personnel with a safe worksite and provide appropriate information, training, and safety equipment which will be provided by the Oklahoma County Criminal Justice Authority.

2.2 Client shall not:

(a) include Personnel in Client's benefits plans, policies, or practices, or make any offer or promise relating to Personnel compensation or benefits; or

(b) change Personnel's job duties without VHS's express prior written approval.

3. Payment for Services.

3.1 VHS shall invoice Client for services provided in accordance with this Agreement on a weekly basis at the rates set forth in Exhibit A. VHS shall send invoices to the address listed in Exhibit A. Payment on all undisputed invoices is due within thirty (30) days of receipt of the invoice. The parties agree to cooperate to resolve any disputes regarding invoices within forty-five (45) days of the receipt of the invoice.

3.2 Client agrees to pay late charges on any unpaid balances after forty-five (45) days from the date of receipt of the invoice at the rate of one and one-half percent (1.5%) per month or the maximum legal rate, whichever is less.

4. Bankruptcy. Client agrees that, in the event Client files for bankruptcy, (i) to the extent VHS pays the salary and other direct labor costs of VHS Personnel it provides to Client and such amounts incurred within one-hundred eighty (180) days prior to bankruptcy are not paid by Client to VHS prior to bankruptcy, and/or (ii) Client is the assignee of claims held by such VHS Personnel against Client for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then VHS has a claim against Client in bankruptcy for the amount of such salary and other direct labor costs, which is entitled to priority under 11 U.S.C. §507(a)(4). Client releases and agrees to release and hold harmless VHS with respect to all pre-bankruptcy conduct, including amounts due and actions related to payment that could be brought by Client.

5. Assignment Confirmation.

5.1 Each assignment will be confirmed in writing with the specific hourly rates to be charged for specific Personnel to work a specific assignment. Assignment Confirmations (in a form agreeable to both parties) will be sent via electronic mail, facsimile, or reliable carrier as agreed upon by the Client and VHS. In the event that Client fails to respond to the Assignment Confirmation within two (2) business days (measured as the close of business, Central Time, two full business days after receipt of the Assignment Confirmation), the Client will be deemed to have accepted the terms in said Assignment Confirmation and Client will assume responsibility for any applicable payment terms as outlined in the

Assignment Confirmation. Should a dispute arise, the Assignment Confirmation shall supersede any and all prior oral and written understandings.

5.2 Client agrees that any Assignment Confirmation(s) and/or Attachment(s) attached hereto or agreed to in the future are incorporated herein by reference and form a part of this Agreement. If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) and/or Attachment(s) will govern.

6. Relationship of the Parties. The services that VHS renders to Client under this Agreement will be as an independent contractor with respect to Client. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between VHS and Client.

7. Indemnification.

7.1 VHS shall defend, indemnify, and hold harmless Client and its officers, directors, employees, agents, successors, and permitted assigns (each, a "**Client Indemnitee**") from and against all claims, losses, and liabilities, including reasonable attorneys' fees arising out of or resulting from:

(a) bodily injury, death of any person, or damage to real or tangible personal property resulting from the willful, fraudulent, or negligent acts or omissions of VHS or VHS Personnel; and

(b) VHS's material breach of any representation, warranty, or obligation of VHS set forth in this Agreement.

7.2 VHS shall defend, indemnify, and hold harmless Client Indemnitees from and against all losses awarded against a Client Indemnitee in a final judgment based on a claim that any of the work product ("**Deliverables**") or Client's receipt or use thereof infringes any Intellectual Property Right of a third party arising under the Laws of the United States; *provided, however*, that VHS shall have no obligations under this Section with respect to claims to the extent arising out of:

(a) any Client instruction, information, designs, specifications, or other materials provided by Client in writing to VHS;

(b) use of the Deliverables in combination with any materials or equipment not supplied to Client or specified by VHS in writing, if the infringement would have been avoided by the use of the Deliverables not so combined; or

(c) any modifications or changes made to the Deliverables by or on behalf of any person other than VHS or VHS Personnel.

7.3 Except for any obligation that has not yet arisen, the party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any claim, suit, action, or proceeding and cooperate with the indemnifying party at the

indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such claim, suit, action, or proceeding and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any claim, suit, action, or proceeding in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section shall not relieve the indemnifying party of its obligations under this Section except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own expense.

7.4 The parties agree that this Section 7 constitutes the complete agreement between the parties with respect to indemnification and each party waives its right to assert any common law indemnification or contribution claim against the other party.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Confidential Information. Both parties may be given access to or acquire information which is proprietary or confidential to the other party and its affiliated companies, clients, and customers. Any and all such information obtained by either party or the Personnel shall be deemed to be confidential and proprietary information. 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 purposes whatsoever other than the providing of services under this Agreement. VHS agrees to require Personnel to keep such information confidential.

10. Compliance with Law.

10.1 Both parties represent and warrant to each other that they are in compliance with all applicable laws.

10.2 Client and VHS affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. Client and VHS agree not to harass, discriminate against, or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any Personnel, Client and VHS agree to cooperate in the prompt investigation and resolution of such complaint.

10.3 Client and VHS affirm and agree that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local law, Client and VHS shall cooperate in compliance with any such requirements.

10.4 As Client controls the facilities in which Personnel work, Client agrees that it is primarily responsible for maintaining a safe worksite in compliance with the Occupational Safety and Health Act and comparable state laws and regulations thereunder, to the extent those laws apply to Personnel assigned to Client's worksite, except as may be otherwise agreed in writing signed by the parties hereto. Any such agreement shall be included as an addendum to this Agreement.

10.5 Each party and its respective staff shall comply with all federal state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of patient information.

11. Cooperation. Client and VHS agree to cooperate fully and to provide assistance to one another in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or involve any of the Personnel.

12. Term and Termination.

12.1 This Agreement shall commence as of the Effective Date and shall continue thereafter for a term of two (2) years, unless sooner terminated. Thereafter, this Agreement shall automatically renew for successive terms of two (2) years, until terminated under the terms of this Agreement.

12.2 This Agreement may be terminated by either party for any reason or no reason upon thirty (30) days' written notice to the other party.

12.3 Notwithstanding the above Section 12.2, either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party:

(a) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; or

(b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

12.4 The terms and conditions of this clause and the Articles and Sections that, by their nature, should survive the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

13. Governing law, jurisdiction, and venue. This Agreement and all related documents including all exhibits and attachments attached hereto, and all matters arising out of or relating to this Agreement and the services provided hereunder, whether sounding in contract, tort, or statute, for all purposes shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any conflict of laws principles that would cause the laws of any other jurisdiction to apply. Any action or proceeding by either of the parties to enforce this Agreement shall be brought only in any state or federal court located in the State of Louisiana, Parish of Lafayette. The parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

14. Non-Solicitation. Subject to Section 2.1(e) of this Agreement, Client and VHS agree not to directly or indirectly solicit or induce for employment, or employ or engage as an independent contractor, any personnel of the other party during the term of this Agreement and for a period of twelve (12) months thereafter without the prior written consent of the other party. Any party violating this paragraph will pay to the other party a fee in the amount of seventy-five percent (75%) of the employee's annualized compensation with the new employer. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for purposes of this Section, and the hiring of any such employee or independent contractor who freely responds thereto shall not be a breach of this Section. The remedy provided in this Section shall be cumulative with any other remedies available under this Agreement.

15. Force Majeure.

15.1 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation:

- (a) acts of God;
- (b) flood, fire, earthquake, or explosion;
- (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or act, riot, or other civil unrest;
- (d) actions, embargoes, or blockades in effect on or after the date of this Agreement;
- (e) national or regional emergency;

- (f) compliance with any law or governmental order, rule, regulation, or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota, or other restriction or prohibition, or failing to grant a necessary license or consent;
- (g) strikes, labor stoppages or slowdowns, or other industrial disturbances;
- (h) shortage of adequate power or telecommunications or transportation facilities; or
- (i) any other event which is beyond the reasonable control of such party

(each of the foregoing, a "**Force Majeure Event**"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party within two (2) days of the Force Majeure Event, stating the period of time the occurrence is expected to continue.

15.2 During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance.

15.3 The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause.

16. Miscellaneous.

16.1 Each party shall, upon the reasonable request of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

16.2 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

16.3 Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement without the prior written consent of the other party. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

16.4 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of

any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16.5 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16.6 This Agreement, together with all Schedules, Exhibits, and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. Except in the case of an Assignment Confirmation for Travel Services, which shall take precedence over all other provisions, in the event of any conflict between the terms and provisions of this Agreement and those of any Schedule or Exhibit, the following order of precedence shall govern:

- (a) first, this Agreement, exclusive of its Exhibits and Schedules; and
- (b) second, any Exhibits and Schedules to this Agreement.

16.7 This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules, Exhibits, and any other documents incorporated herein by reference shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

16.8 Captions and headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

16.9 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email [, facsimile or other means of electronic transmission] shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

VieMed Healthcare Staffing LLC

By _____

Name:

Title:

Client Name

By _____

Name:

Title:

EXHIBIT A

NATURE AND LOCATION OF WORK; BILL RATES

Charges will be based on the below hourly rate schedule, effective as of September 17, 2024. Additional Services and rates may be appended to this if acknowledged by both parties.

<u>Services</u>	<u>PRN Rate</u>
Medical Secretary	\$34.00
Licensed Practical Nurse (LPN)	\$58.00
Registered Nurse (RN)	\$76.00
Nurse Practitioner (NP)	\$114.00

Orientation. Rates listed above will be charged for all time spent in required Client orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have Client supervisory approval. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

Holidays. Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

2024 and 2025 Holidays

In accordance with the provisions of Title 19 O. S. 1991, Section 350, the following dates will be observed as **holidays** by Oklahoma County in 2024 and 2025:

Columbus Day	Monday, October 14, 2024
Veteran's Day	Monday, November 11, 2024
Thanksgiving	Thursday & Friday, November 28 and 29, 2024
Christmas	Tuesday & Wednesday, December 24 and 25, 2024
New Year's Day	Wednesday, January 1, 2025
Martin Luther King, Jr. Day	Monday, January 20, 2025

President's Day	Monday, February 17, 2025
Memorial Day	Monday, May 26, 2025
Juneteenth Day	Thursday, June 19, 2025
Independence Day	Friday, July 4, 2025
Labor Day	Monday, September 1, 2025
Columbus Day	Monday, October 13, 2025
Veteran's Day	Tuesday, November 11, 2025
Thanksgiving	Thursday & Friday, November 27 and 28, 2025
Christmas	Wednesday & Thursday, December 24 & 25, 2025

The above dates are subject to change by Legislative action and / or a proclamation by the Governor of the State of Oklahoma.

Acknowledged by:

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Client</p>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <p>VHS</p>
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EXHIBIT B – JOB DESCRIPTION