



FLEX CAREGIVER RECRUITING AGREEMENT

This Agreement is made between Strategic Healthcare Solutions, LLC, ("CareWork") a Florida LLC and "Client" who completes signup form and agrees to these terms and conditions

1. CareWork:

- A) Agrees to conduct an ongoing candidate search for CNA's (Certified Nursing Assistants), caregivers, HHA's (Home Health Aides), and/or relevant state equivalent commencing upon completion of the onboarding process
- B) Manage Online Job postings within budgets determined by Client.
 - a. Review incoming new applicants within 24 hours (Monday-Friday, except for federal holidays)
 - b. Respond to every incoming applicant within 24 hours (Monday-Friday, except for federal holidays)
 - c. Screen every applicant to determine whether they are eligible for employment/registration with Client
- C) Perform interview bookings which include candidate vetting process, initiation of required documentation, and communication with Client recruiter of designated interview times.
- D) CareWork's efforts may result in caregivers successfully interviewing (defined as attending interview and meeting pre-agreed upon scheduling eligibility requirements).
 - a. Caregivers will be considered successful for the purpose of this contract once they have attended interview and met pre-agreed upon scheduling eligibility requirements.
 - b. Client may run further background or credit checks on caregivers at Client's own discretion, but this will not affect the caregiver's status of successfully interviewing for the purpose of this contract.
 - c. Caregiver's status of "successfully interviewing" for the purpose of this contract will **not** be altered based on events occurring after interview including whether or not caregiver submits all documents, attends orientation, finishes the registration process, actually works for Client, or if Client has shifts available for caregiver at time of interview. At this point the caregiver has already successfully interviewed with the Client and has been handed over to Client from Strategic.
- E) Send out weekly report with number of appointments booked (may be fulfilled by updating Airtable with all caregivers scheduled).
- F) Be available for meetings per customer request to discuss on-line marketing campaign; advise on current market factors impacting recruitment, changes to screening process for prospective candidates; best practices, changes in recruiting strategies etc.
- G) Agrees to maintain Client confidentiality regarding strategies for recruitment, budget for recruitment, caregivers on roster or applying, etc.
- H) CareWork will not refer applicants that responded to Client's online job ads to other companies. CareWork may work with caregivers on behalf of other companies if, and only if, that caregiver separately and of their own volition responded to an online job ad for another company who is a current customer of CareWork.
- I) CareWork will, from time to time, without advance notice, conduct an audit of scheduled caregivers to ensure results reported from Client are accurate. This may include contacting scheduled caregivers to verify whether or not they attended an interview and whether or not they were in further communication with Client.
- J) Agrees to send Client a weekly invoice for the successful interviews from the week prior and charge per successful interview according to the plan customer choose upon enrollment. In the event of a price change, Client will be notified a minimum of 30 days in advance and have the right to cancel service or continue at the new price point.
- K) CareWork reserves the right to cancel or suspend services

2. Client:

- A) Agrees to have CareWork conduct an ongoing candidate search for CNA's (Certified Nursing Assistants), caregivers, HHA's (Home Health Aides), and/or relevant state equivalent commencing upon completion of onboarding process
- B) Agrees to provide CareWork a minimum of 14 days' notice prior to canceling or suspending services.



- C) Agrees to pay an early cancellation fee equal to 5 successful interviews if service is cancelled or suspended without 14 days' notice. An invoice will be sent for the full amount and if the invoice is not paid by customer CareWork reserves the right to automatically charge Client's payment method on file.
- D) Agrees to have CareWork represent Client in conversations with caregivers and job platforms
- E) Agrees to pay promptly pay recruiting fees per successful interview by due date listed on invoice sent by CareWork through Stripe.
 - a. Understands that the interview fee is non-refundable once charged and is not based on whether or not the caregiver submits all documents, attends orientation, finishes the registration process, actually works for Client, or if Client has shifts available for caregiver at time of interview. At this point the caregiver has already successfully interviewed with the Client and Client will be charged accordingly
 - b. Client understands that unpaid or late invoices may lead to CareWork canceling service or pausing service with or without advance notice. Client will be notified at time of cancellation or pausing services.
- F) Agrees to pay client's own recruiting/advertising expenses, to include all cost associated with all online fees, within budgets set by clients, even if managed by CareWork (i.e. Indeed or other job platform's advertising costs)
- G) Agrees to be available for agreed upon times and dates for caregiver interviews.
 - a. Client will be responsible for rescheduling caregivers when client has a schedule conflict or change that was not communicated to CareWork in advance prior to of the scheduling interview.
 - b. Client acknowledges that recruiting efforts will be most successful when appointments can be scheduled at times most convenient for caregivers (as many appointments available as possible).
 - c. Client acknowledges that frequent rescheduling of caregivers may result in caregivers losing interest in their company and/or not attending interviews.
 - d. Client acknowledges that CareWork reserves the right to end or suspend recruiting services to Client if Client is unsupportive of recruiting efforts and negatively impacts recruiting efforts. This includes turning away caregivers who show up for scheduled interviews, frequently rescheduling interviews that were scheduled within previously agreed upon times, canceling interviews scheduled within previously agreed upon times, and any other activities that negatively impact the results of CareWork's efforts.
- H) Agrees to provide weekly reports on outcome of caregivers scheduled for appointments the previous week by End of Business Day Friday (5:00pm ET), or by 9:00pm ET Sunday for caregivers scheduled after 5:00pm ET Friday. (may be fulfilled by updating caregiver status on Airtable and leaving relevant notes)
- I) Will ensure that online job ads and screening tools (including screening questions) meet federal and state requirements.
- J) Acknowledges that results of the number of caregivers scheduled to interview, attending interviews, or choosing to work for Client's company cannot be guaranteed by CareWork. A variety of factors may result in a lower number of caregivers scheduled to interview or successfully interviewing than estimated. These factors include but are not limited to a lack of qualified applicants responding to online job ads, caregivers not attending scheduled interviews, caregivers not being interested in working for Client after interviewing, or Client not finding caregiver's background adequate.

3. Term and Termination

This agreement shall run from the date hereof and shall automatically renew for successive 1-month periods until either party provides written notice of non-renewal to the other party at fourteen days prior to the expiration of any such 1-month terms, provided however, that either party may terminate this Agreement on written or electronic notice of the other party if the other party declares bankruptcy or has breached any material term of this Agreement and has failed to cure such breach within 30 days of receipt of written notice of such breach.

4. Mutual Indemnification:

To the maximum extent permitted by law, Client and Strategic each agree to defend, indemnify and hold harmless the other party, its directors, officers and employees from and against any and all losses, claims, demands, costs, damages, liabilities, joint



and several, and expenses of any nature (including attorney's fees) incurred by the other party in connection with any and all claims, demands, actions, suits, arbitrations or proceedings in which the other party may be involved, caused by any act or omission of the indemnifying party to this Agreement. Nothing contained herein shall preclude an action between the parties to this Agreement based on a breach of this Agreement. Such liability that Client or Strategic does retain shall be limited to the amount paid under this Agreement, from the inception of this Agreement through the termination of this Agreement. Notwithstanding anything herein to the contrary, the maximum obligation under any party hereto under paragraph 4 herein shall be limited to the amount paid by the party seeking indemnification from the party not seeking indemnification.

5. Miscellaneous:

- A) Further Assurances – Client and Strategic hereto shall execute and deliver any and all additional papers, documents or other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder, to carry out the intent of Client and Strategic.
- B) Modifications or Amendments – No amendment, change or modification of this Agreement shall be valid unless in writing and signed by Client and Strategic.
- C) Entire Agreement – This Agreement constitutes the entire understanding and agreement of Client and Strategic with respect to its subject matter. Any and all prior agreements, understandings and representations with respect to its subject matter are hereby terminated and cancelled in their entirety and are of no further force and/or effect.
- D) Construction – Client and Strategic acknowledge that this Agreement is the product of joint drafting efforts and that no term, condition, ambiguity or omission shall be construed in favor of or against any particular party based on the manner in which the Agreement was drafted.
- E) Severability – If any provision of this Agreement is held to be or becomes invalid, illegal or unenforceable, such provision shall be fully severable, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- F) Legal Representation – Client and Strategic represent and warrant that they have been fully advised by their respective attorneys concerning their rights and have been further fully advised by their attorneys as to the terms of this Agreement.
- G) Applicable Law – This Agreement is subject to and shall be construed and enforced in accordance with the laws of the State of Florida, without regard to its conflict of law provisions.
- H) Venue and Jurisdiction – In the event it shall become necessary for Client and/or Strategic to take action of any type whatsoever to enforce the terms of this Agreement, venue shall lie exclusively in Duval County, Florida.