

MEDICAL STAFFING AGREEMENT

THIS CLIENT SERVICE AGREEMENT (the “Agreement”) is made and entered into the 12th day of November, 2021 (the “Effective Date”) by and among EIEIO Healthcare, INC. d/b/a BrightStar Care of Dublin – Castro Valley with its principal place of business at 7080 Donlon Way, Suite 220 Dublin, CA 94568 (“BrightStar”) and Chabot College Las Positas Community College District with its principal place of business at 7011 Koll Center Pkwy, Pleasanton, CA 94566 (the “Client”). The Client and BrightStar are hereinafter referred to collectively as the “Parties” and individually as a “Party”.

1.0 Representations and Warranties of BrightStar.

1.1 BrightStar represents and warrants that all Personnel assigned to the Client (i) shall possess all licenses, certificates or other applicable permits from all relevant governmental authorities that are legally required for the provision of the nursing services they are assigned to perform; (ii) all such licenses, certificates or permits are valid and in full force and effect; (iii) they are not in material violation of the terms of any such license certificate or permit; (iv) have been subject to a background check upon hiring; and (v) they otherwise do not have knowledge that any governmental authority is considering limiting, suspending, modifying or revoking any such applicable license, certificate or permit. If any such license, certificate or permit is suspended or revoked during the term of this Agreement, BrightStar will notify Client in writing and will promptly replace the affected BrightStar Personnel.

1.2 Scheduling/Substitution and Supervision of Employees: BrightStar reserves the right to substitute employees at its discretion and to make supervisory visits. Every effort will be made to provide requested Staff; however, BrightStar cannot guarantee scheduling. BrightStar conducts a criminal background check on all employees. I understand this process will be conducted during the first 30 days of employment. **All schedule and changes must be arranged through the office** (not directly with the BrightStar Care Employee).

1.3 Client/Responsible Party understands that BrightStar is an Equal Opportunity Employer and agrees to treat all caregiver(s) selected to provide service respectfully. Respectful treatment includes, but is not limited to: no verbal, sexual, or other harassment of any kind. Should Client, Client Responsible Party or anyone visiting the Client violate this provision, BrightStar reserves the right to terminate this Agreement immediately. If any BrightStar employee reports mistreatment of any kind, BrightStar will do a prompt, thorough and impartial investigation, and will make appropriate determinations in order to ensure that its employees enjoy a harassment, discrimination and retaliation-free workplace at all times.

2.0 Representations and Warranties of Client.

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

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

3.0 Compensation for Services.

In consideration for BrightStar provision of BrightStar Personnel to perform Services, Client shall pay BrightStar for the provision of the BrightStar Personnel and the Services they provide at the hourly rates specified in **Exhibit A** subject to the terms and conditions of this Agreement:

3.1 The number of compensable hours worked each week by BrightStar Personnel assigned to Client will be determined by authorized electronic time sheets submitted to BrightStar by BrightStar Personnel on a weekly basis. Time sheets submitted to BrightStar bearing the electronic signature of an authorized signatory shall be conclusive of the number of compensable hours worked by BrightStar Personnel assigned to Client each week.

EIEIO Healthcare INC d/b/a BrightStar Dublin – Castro Valley will invoice Client on a weekly basis for Services. Invoices will be processed directly to a credit card or ACH transfer. Hard copy Invoices will be sent to Client at the following address:

Billing contact information (Client):

Chabot College Business Office

25555 Hesperian Blvd.

Hayward CA 94545

ATTN: Billy delos Santos

Billing Contact(s) 2 contacts:

- Billing Contact 1: Billy delos Santos
- Email: bdelossantos@chabotcollege.edu
- Phone number: 510-723-7681

- Billing Contact 2: Philomena Frano
- Email: pfranco@chabotcollege.edu
- Phone Number: 510-723-7285

3.2 Payment for all Services is due within 14 days of the receipt of the invoice from BrightStar. Payments are collected through Credit Card payment; Payment information is collected in this document at the time of signature (purchase order). Any payments not received by BrightStar within the invoice terms will be subject to a late charge of 2%. Unless otherwise prohibited by the laws of the State where this engagement occurred, should Client fail to pay all amounts owed, BrightStar will pursue legal remedy, and in addition to the amounts owed, the Client shall be liable for all costs incurred by BrightStar as a result of these collection efforts, including, but not limited to, collection agency costs, and/or attorney fees as a result of Client's non-payment.

3.3 The parties acknowledge that the hourly rates set forth in the table on Exhibit A apply only to the first forty (40) hours worked by non-exempt BrightStar Personnel in any Workweek. For the purposes of this Agreement, a “Workweek” is defined as a calendar week beginning on a Monday and ending on a Sunday. For any hours worked by individual BrightStar Personnel assigned to Client in excess of forty (40) hours in a Workweek, or (8) eight hours in a “workday” such hours in excess of forty (40) hours or (8) eight hours (“Overtime Hours”) shall be subject to an “Overtime Pay Rate” as follows: hours up to (8) eight are billed at hourly rates, hours (9) through (12) twelve are billed at hourly rates and fifty percent (150%) of the hourly rates, hours (13) and greater are billed at the hourly rate and (200%) two hundred percent of the hourly rates set forth in the table on Exhibit A. Client agrees to pay for such Overtime Hours at the Overtime Pay Rate. Overtime Hours shall be evidenced by the time sheets as described in Section 3.1

3.4 Hours worked by BrightStar Personnel assigned to Client on holidays (“**Holiday Hours**”) are equal to one hundred and fifty percent (150%) of the hourly rates set forth in the table on **Exhibit A “Holiday Pay Rate”**. Holidays subject to the Holiday Pay Rate set forth in this Section are identified on **Exhibit A**. Client agrees to pay for such Holiday Hours at the Holiday Pay Rate. For any hours worked by individual BrightStar Personnel assigned to Client on holidays in excess of eight hours per day (“**Holiday Overtime Hours**”) shall be subject to an “**Holiday Overtime Pay Rate**” equal to one hundred and fifty percent (150%) of the Holiday Pay Rate. As an example, the 9th hour worked on a holiday would be billed as followed for a bill rate of \$100: \$100 x 1.50 (holiday rate) x 1.50 (overtime rate) or \$225/hour. Holiday Hours will be performed only at the specific request of the Client, and shall be evidenced by the time sheets set forth in Section 3.1.

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

3.6 Client acknowledges that the hourly rates set forth in the table on **Exhibit A** do not include State or local sales tax that may be assessed on the Services provided under this Agreement and agrees to pay, in addition to the hourly rates set forth in the table on **Exhibit A** and any other amounts due under this Agreement. Any such State or local sales taxes will be included on the weekly invoices for Services provided to the Client by BrightStar and shall be payable according to the terms set forth in Section 3.2.

3.7 Cancellation Policy for BrightStar requires Client to provide no less than forty -eight hours' (48) notice for cancellation. If Client cancels with less than twenty-four hours' notice, Client shall pay for the full amount of the canceled shift. The Parties expressly agree that BrightStar's cancellation policy shall be in full force and effect throughout the term of this Agreement.

4.0 Term and Termination.

4.1 This Agreement shall be for a term of one year and will commence on the first day following the **Effective Date ("Term")**, and unless earlier terminated as provided in this Section 4. This Agreement shall automatically renew for one-year Terms unless either Party notifies the other in writing thirty days prior to the end of the current Term.

4.2 Client and Client Responsible Billing Party understand and acknowledge that each of them is fully responsible to comply with and honor ALL provisions of this Agreement.

4.3.1 Agreement may be terminated at any time during the Term as follows: 4.3.1 By either Party upon providing written notice to the other if the other Party should fail in any material respect to comply with the terms of this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof has been given by the non-defaulting Party; or

4.3.2 In the event of termination hereunder the total sums payable by Client pursuant to this Agreement shall be payable in full upon receipt of the final weekly invoice for Services, subject to the provisions of Section 3.2.

4.4 **Property Damages:** In consideration for the health treatment being provided to me by BrightStar, I hereby release BrightStar, its subsidiaries and affiliates from any and all claims, demand, and causes of action involving any and all damages to my property except that caused solely by the negligence of BrightStar agents or employees acting within the scope of their employment. **Advance Directives:** I have received and reviewed Advance Directives information specific to the state. I certify that I have read and received a copy of the Patient Rights and Advance Directives information specific to my state of residence and that I am the client/patient, or am acting in the client's/patient's behalf, and accept their terms.

4.5 **Medication Management** is outside the scope of practice of non-licensed caregivers. BrightStar Healthcare is not responsible for Client's condition or any issues, events or circumstances that may arise at any time before or after scheduled shift times. Client and/or Client Responsible Party understand and acknowledge that any such issues are the responsibility of Client and/or Client Responsible Party. Additional shifts may be scheduled should Client need additional support.

4.6 Client must bear weight during transfers or must use appropriate assistive device provided by client. Lifting is outside the scope of practice of non-licensed caregivers.

5.0 Non-Solicitation.

Client acknowledges that employees of BrightStar represent our inventory of skilled professionals and their continued employment represents a valuable asset of BrightStar. During the term of employment of individual BrightStar Personnel with BrightStar and for a period of twelve months following the termination of the individual BrightStar Personnel's employment with BrightStar, Client shall not, directly or indirectly through another entity, induce or attempt to induce any employee of BrightStar to leave the employ of, or terminate services to, BrightStar, or in any way interfere with the relationship between BrightStar and any employee or Client thereof; provided, however, that BrightStar may waive the forgoing provision, at its sole discretion, and permit Client to hire, or cause to be hired, any BrightStar Personnel upon receipt of payment by Client of a fee in the amount of thirty percent (30.0%) of the full-time annual salary of such employee.

6.0 Insurance.

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

6.1.1 BrightStar agrees to maintain in effect throughout the duration of this Agreement Workers' Compensation and Occupational Disease Insurance as required by applicable State and Federal laws, and Employer Liability Insurance with a limit of liability of at least \$1,000,000.

6.1.2 Commercial General Liability/Professional Liability Insurance on an occurrence basis with a combined Bodily Injury and Property Damage coverage of at least \$1,000,000 per occurrence and \$3,000,000 per project aggregate. Client agrees to maintain in effect during this Agreement appropriate insurance coverage including but not limited to, professional liability coverage and premise liability coverage.

7.0 Indemnification.

7.1 BrightStar agrees to indemnify and hold harmless Client, its agents, employees, successors and assigns for all claims for Workers' Compensation Benefits asserted against Client by any BrightStar Personnel assigned to Client under this Agreement or by the heirs, estate or personal representative of any deceased former BrightStar Personnel who was assigned to Client under this Agreement. Such indemnification is limited to the extent of benefits available under BrightStar's Workers' Compensation Insurance policy as set forth in Section 7.1.

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

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

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

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

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

8.0 Notice.

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

If to Client:

Chabot College Business Office

25555 Hesperian Blvd.

Hayward CA 94545

Attn.: Angela Castellanos

If to BrightStar:

EIEIO Healthcare INC. d/b/a BrightStar Care of Dublin – Castro Valley

7080 Donlon Way

Suite 220

Dublin Ca 94568

Attn.: Eric Eisenberg

9.0 Waiver

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

10.0 Governing Law

This Agreement will be governed by the laws of the State of California without regard to conflict of law principles.

11.0 Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, that provision will be removed from this Agreement and this Agreement will be interpreted and enforced as if the illegal, invalid, or unenforceable provision had never been a part of this Agreement

and the remaining provisions will remain in effect and will not be affected by the illegal, invalid or unenforceable provision or its removal. Instead of the illegal, invalid or unenforceable provision, there will be added, as part of this Agreement, a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

12.0 Entire Agreement

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

13.0 Assignment: Binding Effect.

Client shall not assign this Agreement or any part hereof without the prior written consent of BrightStar. BrightStar may, without Client's consent, assign or extend this Agreement, including all rights and obligations hereunder, at any time to any entity acquiring substantially all of BrightStar's assets to which this Agreement relates. Subject to this Section 14, this Agreement is binding upon, and is for the benefit of, the Parties and their respective successors and assigns.

14.0 Force Majeure.

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

15.0 Counterparts.

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

16.0 Headings.

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



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

Client:
Chabot College Las Positas Community College District:

BrightStar:

By: _____

By: _____

Print Name Jonah R. Nicholas

Printed Name Eric Eisenberg

Title: Vice Chancellor, Business Services

Title: President / Owner

Date: _____

Date: _____

EXHIBIT A

Per-Diem Staffing Rates

In exchange for Services described in this Agreement, Client shall compensate BrightStar as follows:

II. Compensation.

(a) Bill Rates:

| Position | Staffing Only |
|--|--|
| <i>CNA / Caregiver / Administrative</i> | \$45 per hour, 4 Hour Minimum, holiday and overtime rates apply (see section 3.3 and 3.4). Additional 25% applied to hourly rate for hours billed on weekends (Saturday and Sunday) and after business hours Monday through Friday (5:00 PM PST). |
| <i>LVN</i> | \$85 per hour, 2 Hour Minimum, holiday and overtime rates apply (see section 3.3 and 3.4) Additional 25% applied to hourly rate for hours billed on weekends (Saturday and Sunday) and after business hours Monday through Friday (5:00 PM PST). |
| <i>RN / RN Infusion</i> | \$130 per hour, holiday and overtime rates apply rates apply (see section 3.3 and 3.4). Additional 25% applied to hourly rate for hours billed on weekends (Saturday and Sunday) and after business hours Monday through Friday (5:00 PM PST). |
| <i>Mileage and travel time</i> | Mileage billed for round trip travel at the current federal rate for all miles traveled from assigned employee home, round-trip travel and destinations between: where service is performed on shift, shadowing and training events. Overtime and holiday rates apply (see section 3.3 and 3.4). Travel time billed in 15-minute increments: rates are as follows: Caregiver / CNA: \$11.25 per 15-minute increment LVN: \$21.25 per 15-minute increment RN: \$32.50 per 15-minute increment |

Holiday Pay: If an employee works on a holiday the rate will be charged at one and one-half times the above rate. The following days are considered holidays: New Year's Eve, New Year's Day, Presidents Day, Veteran's Day, Memorial Day, observed date for July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, Easter Sunday.

Orientation: For each BrightStar Care employee assigned, there will be a two (2) hour orientation at Client expense. If additional training is needed, BrightStar and Chabot College Las Positas Community College District will discuss and negotiate training expenses.

Cancellation: In the event Client cancels a confirmed shift less than 48 hours before the shift start time, Clients agree to pay the hourly bill rate for the full confirmed shift.

COVID – 19 requirements:

By signing this agreement, Chabot College Las Positas Community College District agrees to the following Terms regarding COVID-19 notification process:

Notification:

- Chabot College Las Positas Community College District will notify EIEIO Healthcare INC. d/b/a BrightStar Care of Dublin – Castro Valley of known active COVID-19 infections via email AND phone calls to below designated contacts prior to starting shifts.

- Chabot College Las Positas Community College District will notify EIEIO Healthcare INC. d/b/a BrightStar Care of Dublin – Castro Valley of COVID-19 exposure of the BrightStar Care employee during a prior shift and of positive COVID-19 test result. Notification inclusive of date of testing and date positive test result. The communication will take place via email AND phone calls to below designated contacts.

Designated Contacts:

BrightStar Care of Dublin – Castro Valley 925-833-9770

Electronic mail:

Eric.Eisenberg@brightstarcare.com

Danette.Williams@brightstarcare.com