

SERVICE AGREEMENT

This Agreement ("Agreement") is made and effective as of February 27, 2023 ("**Effective Date**"), by and between (and replacing any prior agreements by and between, except as to services already provided thereunder for which payment remains due) Healthcare Hospitality Group, LLC DBA Onsite Healthcare ("**Contractor**"), a Delaware limited liability company, whose principal place of business is 6 Cadillac Drive, Suite 405, Brentwood, TN 37027, and Shaker Place Rehabilitation & Nursing Center ("**Client**"), whose principal office is located 100 Heritage Lane Albany, NY 12211.

1. **Scope of Services and applicable regulations; Additional Work Orders**

- 1.1. Client retains Contractor to perform, and Contractor agrees to perform, the scope of work described, and at the per person hourly rate, set forth in Schedule 1 ("**Services**"), subject to the terms and conditions contained herein.
- 1.2. Contractor shall provide only personnel properly trained and supervised in their compliance with all applicable laws, rules and regulations (including applicable state rules of the road). In addition, Contractor agrees to conform to and comply with all of Client's lawful rules, regulations, new employee requirements within 10 business days of being provided written notice of same by Client), that do not conflict with, add to the scope of the Services, or attempt to vary in any way, the terms of this Agreement
- 1.3. Client may request, from time to time, that Contractor perform additional services beyond the scope of Services set forth in Schedule 1 pursuant to one or more written work orders (each, a "**Work Order**"), which Contractor may choose to accept in its sole and absolute discretion. Each such Work Order shall be forwarded by Client to Contractor in writing, at the address below, and shall be deemed to be accepted by Contractor only if and at such time as Contractor chooses to perform any of the services set forth in the Work Order. All Work Orders shall be governed by the terms of this Agreement and shall be deemed to be incorporated into and made a part of this Agreement by this reference once accepted by Contractor.

2. **Start up costs and Downpayment; Payment.Terms**

- 2.1.1. Start-Up Costs. Client shall pay to Contractor, on or before the Effective Date, Contractor's costs for purchase of materials and equipment necessary to provide the Services, in the amount of \$9,290 ("**Start-Up Cost**"). The Start-Up Cost is due in full prior to the Effective Date, and Contractor reserves the right to withhold providing any of the Services until the Start-Up Cost is paid in full.

2.1.2. Equipment Costs. Contractor shall purchase an inventory of equipment in the aggregate of \$0.00 ("Equipment Cost") prior to the commencement of Services hereunder, and is due in full prior to the Effective Date.

2.2. Downpayment: Due on or before the Effective Date, Client shall pay to Contractor \$80,958, being 75% of one month of the anticipated charges, based on Schedule 1 in effect as of the Effective Date (the "**Downpayment**"). which amount Contractor shall credit against the final bill for the Services provided during the last month in which the Agreement is in effect..

2.3. Monthly Billing. Thereafter, Contractor shall provide to Client, on the first day of the month following the first full month of the Agreement, and on the first day of the month for each month thereafter, its invoice for Client's actual fee for the immediately preceding month, being a multiple of the actual hours worked in the preceding month multiplied by the rate as set forth on Schedule 1 Contractor will provide Client with documentation straight from Contractor's payroll system documenting the hours worked with each invoice presented. Payment of the invoices is due upon receipt, but in no event later than 10 days after receipt. Client agrees to.

2.4. Non Payment: In the event that Client does not make payments on or before the dates due under this Agreement, Client agrees to pay service charges on the outstanding balance at the rate of one and one-half percent (1.5%) per month (provided that if such rate exceeds the maximum permitted by law, then the highest lawful rate) of the amount due until Contractor receives payment in full, and Contractor may, at Contractor's option, terminate this Agreement at any time after giving seven (7) days' prior written notice to Client unless all overdue amounts are paid before the end of the notice period. In addition, Client agrees to pay any damages suffered by Contractor in connection with the collection of amounts due and/or termination of this Agreement, including but not limited to, any attorney fees and other collection related costs and expenses, and costs or any liability under the Worker Adjustment and Retraining Notification Act of 1988 (the WARN Act) or similar state or local laws.

3. Annual Rate Adjustment.

3.1. Annual Inflation Adjustment: Without limitation on the right to amend Schedule 1 when and as needed, the parties agree that on February 26th of each year this Agreement is in effect,, the parties shall amend the Contract to provide a new Schedule 1 to reflect changes in the Hourly Rate based on any increases in the Consumer Price Index over the preceding 12 months. Specially, Schedule 1 shall be increased by an amount equal to the percentage obtained from Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, Hospital Services, for the most recently published twelve (12) month period, as published by the U.S. Department of Labor, Bureau of Labor Statistics. Should the applicable inflation rate over the most recently

published twelve (12) month period decrease, the Annual Contract Price shall not change from the previous year.

3.2. Change in Tax Rates or Employer Required Health Care Laws: Likewise, Schedule 1 shall be amended from time to time as necessary to reflect changes to the Hourly rate as a result of a change in social security taxes or the federal or state unemployment taxes, or in the event of imposition of new federal, state or local payroll based taxes, or the implementation of new legislation that affects the hourly rate that Contractor has to pay its own employees or agents.

4. **Allocation of Costs Between the Parties**. Responsibilities for the cost of the materials, supplies and equipment necessary for Contractor to provide Services are indicated below (indicated by placing an "x" in the appropriate space).

	Contractor	Client
Supplies		X
PPE for contracted employees		X
Computer Tablets for Record Keeping	X	
Background Checks / Employee uniforms	X	

*All Client-required pre-employment testing including, but not limited to, drug screening, immunizations, titers, TB tests, and all other employee health requirements.

5. **Termination of Agreement**. Either party may terminate this Agreement in writing for any reason upon ninety (90) days prior written notice to the other party. Termination by Client shall not relieve Client of its obligation to pay for all Services rendered through the end of the month in which the termination becomes effective.

6. **Term**. Unless terminated earlier as set forth in Section 5, this Agreement shall remain in effect for an initial period of ____ full calendar months after the Effective Date. Thereafter, this Agreement will automatically renew each year for 12 months ("Renewal Term") unless either party provides written notice at least ninety (90) days prior to the expiration of the initial Term, or any Renewal Term, of its election not to renew this Agreement.

7. **7. Independent Contractor**. The parties agree that the relationship between Contractor and Client arising from this Agreement is that of independent contractor. Except for the rights retained by or granted to, and the obligations undertaken by each party pursuant to this Agreement, neither has any right or any authority to enter into any contract or undertaking in the name of or for the account of the other, nor shall the acts or omissions of either create any liability for the other. The parties shall conduct their business at their own initiative, responsibility and expense. All persons furnished by Contractor to perform the Services shall be considered

solely Contractor employees. Notwithstanding the foregoing, Client shall have the right to require, upon ten (10) day's prior written notice, require that Contractor providing Services on Client's premises whose continued presence, in the reasonable opinion of Client, is not in the best interest of Client, its customers or staff, provided that such request for replacement does not contravene statutes, regulations, ordinances and other legal requirements, to the extent applicable to the Services ("Applicable Laws"), is reasonably justified in writing, and Contractor is first given an opportunity to respond and address such issues consistent with this Agreement. Contractor's obligation to comply with any such demand shall also be subject to restrictions imposed upon Contractor by any collective bargaining agreement or other contract affecting such employee.

8. **Indemnification.** Except as limited by paragraph 9, below, each party shall indemnify, defend and hold harmless the other party and its directors, officers, agents and employees, with respect to any and all liabilities, losses, claims, suits, damages, taxes, charges and demands of any kind and nature by any party which the indemnified party may incur or suffer as a result of any cause of action relating to or arising out of the indemnifying party's negligent acts or omissions.

9. **Limitation of Liability.** Contractor's total liability for damages, or otherwise, resulting from its performance or nonperformance under this Agreement or with regard to any obligations/responsibilities herein shall not exceed the gross revenue received under this Agreement for the first year of this Agreement in damages in the aggregate over the term of this Agreement. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS REPRESENTATIVES FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OR PUNITIVE DAMAGES.

10.

11. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

12. **Insurance.** Each party shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain Worker's Compensation, General Liability, Automobile Liability, in the following amounts:

12.1. Commercial General Liability written on an occurrence coverage form, naming the other party as additional insured. The minimum limits are One Million Dollars (\$1,000,000.00) per each occurrence, One Million Dollars (\$1,000,000.00) aggregate.

12.2. Automobile Liability covering all owned, leased, or rented vehicles with property damage and bodily injury coverage with combined single limits of One Million Dollars (\$1,000,000.00).

12.3. Workers' Compensation (Statutory) and Employers' Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per accident.

12.4. Each party shall, at the other party's written request, provide a Certificate of Insurance evidencing this coverage.

13. **Notices.** All notices and communications concerning this Agreement are required to be in writing and shall be sent to the following addresses:

If to Client:

Shaker Place Rehabilitation and Nursing
Center
100 Heritage Lane
Albany, New York 12211

If to Contractor:

Healthcare Hospitality Group LLC
Attn: Greg Edwards, CEO
6 Cadillac Drive, Suite 405
Brentwood, TN 37027

or at such address as may be designated in writing to the other party.

Notices shall be sent by registered or certified U.S. Mail, or by commercial overnight delivery service and shall be deemed delivered to the recipient's address on the date of return receipt acknowledgment, in the case of notices sent via U.S. Mail; or on the next day after the date the notice was sent, in the case of notices sent by overnight delivery service.

14. **Force Majeure.** Contractor shall not be liable to Client for failure to perform when such failure is caused by unforeseeable force majeure circumstances, including any strike, lockout, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties or acts of God. The parties agree that under such conditions, Contractor will work with the Client in good faith to provide services and develop appropriate responses and courses of action, as is practical and reasonable under the circumstances.

15. **General Provisions.**

15.1. **Entire Agreement; Conflict in Terms.** This Agreement and the Schedules attached hereto constitute the entire and exclusive agreement between the parties pertaining to the subject matter hereof and supersedes all prior practice, agreements, understandings, negotiations and discussions with respect to the subject matter hereof, whether oral or written. In the event of a conflict in terms between the Agreement and the Schedules attached hereto, the Agreement shall control.

15.2. **Modifications.** No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by each of Contractor and Client's authorized representatives.

15.3. **Severability.** The invalidity or unenforceability of any provision of this Agreement or any covenant herein contained shall not affect the validity or enforceability of any other provision or covenant hereof or herein contained and any such invalid provision covenant shall be deemed to be severable.

15.4. **Governing Law and Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee, without regard to its conflicts of law rules, and the laws of the United States of America applicable to transactions within the

state of Tennessee. Any dispute related to this Agreement shall be initiated in the federal or state courts located in Davidson County Tennessee, to whose jurisdiction the parties consent. This provision is waivable only by Contractor.

15.5. Execution. This Agreement and any amendments thereto may be executed in one or more counterparts. Each counterpart shall be deemed an original, but all counterparts together constitute one and the same instrument.

15.6. Survival. Upon cancellation, expiration or termination, all rights and obligations under this Agreement will end (except for amounts due under the terms of this Agreement and the provisions of Sections 7, 8, 10 and 11).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their duly authorized representative on the date first written above.

Shaker Place Rehabilitation and Nursing Center

By: _____

Printed Name: _____

Title: _____

Date: _____

Healthcare Staffing Group, LLC DBA Onsite Healthcare

By: _____

Printed Name: _____

Title: _____

Date: _____

SCHEDULE 1
Specifications

1. Contractor shall provide support services that include:

a. Patient Sitter Services

Location	Number of Staff Members Per Shift	Service Hours	Days Per Week
Shaker Place	5	7:00 am – 3:00 pm	Monday - Sunday
Shaker Place	5	3:00 pm – 11:00 pm	Monday - Sunday
Shaker Place	5	11:00 pm – 7:00 am	Monday - Sunday

Estimated Annual Contract Price	Hourly Price
\$1,295,331	\$28.31