



EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into by and between Triage LLC, (“Triage”), and the undersigned employee (“Employee”), who wish to enter into this Agreement to set forth the rights and obligations of each with respect to Employee’s employment with Triage and contractual engagements for health care services.

1. Assignment

Triage shall designate an assigned healthcare facility (“Client”) at which Employee will provide medical services. Employee’s project assignment (the “Assignment”) is outlined in the Assignment Agreement. Employee agrees to devote their full time to patient care, proper medical processes, and service of the Client’s priorities. Additionally, Employee agrees to comply with all rules, regulations, policies, and procedures of Triage, the Client, and medical practices.

2. At-Will Employment

Employee understands and agrees that employment with Triage and under this Agreement is “at will” which means that Triage or Employee may terminate this Agreement and Employee’s employment with Triage at any time, with or without cause, and with or without notice except as agreed below. No offer, promise, guarantee, or definite term of employment is being given or implied by this Agreement.

3. Force Majeure

Employee understands that this Agreement will be honored to the fullest extent possible. Employee understands that circumstances may require renegotiation of this Agreement, even after it has been fully executed by both parties. These circumstances may include acts of God, changes of bill rate by Client, changes in law, default of contract by Employee or Client, and any other unforeseen act or event which may jeopardize financial solvency of Triage.

4. Assignments (Generally)

Employee understands that recruiter will be the liaison between Employee and Client. Employee understands that if they need to leave an Assignment prior to the designated end date, Employee must notify their Triage recruiter with as much advance notice as reasonably possible; provided, however, Triage requests as a professional courtesy that, to the extent possible, Employee provide at least two (2) weeks advance notice. Employee understands that if a situation should arise that could affect Employee’s ability to work a scheduled shift, Employee is responsible for contacting their Triage recruiter and immediate supervisor at Client prior to the scheduled start time of such shift.

Employee agrees to keep in contact with their Triage recruiter to discuss progress on an Assignment and address any issues Employee may have. Employee understands that any lack of accountability with Triage during an Assignment including, but not limited to, failing to report to an Assignment, complete an Assignment, or report to work as scheduled without proper notification, such conduct may be deemed a voluntary resignation by Employee (as determined by Triage in its sole discretion) resulting in the termination of the Assignment and employment with Triage.

At the conclusion of an Assignment, Employee agrees to keep in contact with their Triage recruiter at least one time per week to procure further Assignments. Employee understands that as a traveling healthcare professional, Employee must be open to work throughout the United States and may be required to work **[various shifts] or [one or more Assignments per year]** to remain employed by Triage.

Employee understands that the shift and hours listed in their Assignment Agreement are subject to change and are entirely based on the needs of Client to provide an adequate number of staff in their departments to provide a safe working environment.



Employee agrees that for a one-year period following the completion of each Assignment at a Client, Employee will not accept a contract assignment at such Client, except through Triage or with Triage's written consent, or accept employment with such Client, without the written consent of Triage.

5. Education/License/Certification

Employee warrants and represents that they can perform the type of services for which they are placed, and that their license is in good standing and is not currently suspended or revoked, nor has it ever been suspended or revoked.

Additionally, Employee understands and agrees that if hired, they will complete all educational courses and take all testing necessary to keep all licenses, professional credentials, and certifications current and valid, as required by Triage, Client, or local, state, or federal law or regulation. Employee agrees to make arrangements and cover any costs sustained in complying with this section unless Triage informs Employee otherwise.

Triage requires that all BLS, ACLS, and PALS certifications be endorsed by the American Heart Association, unless approved by Client. Employee may not be permitted to work upon failure to present or renew a required certification with AHA endorsement. After providing an AHA endorsed certification, Employee may be permitted to presume working at Triage's discretion.

The Employee is required to provide updated licensures, testing, and certifications to Triage prior to their expiration. Triage's Compliance Department will attempt to notify Employee of licensures, testing, and certifications that will be expiring during or prior to the start of an assignment. However, should Employee's license, testing, certification, or other required employment documents expire or become invalid while on assignment, Employee understands and agrees that it is solely their responsibility to advise Triage. Moreover, Employee understands and agrees that it is ultimately Employee's sole responsibility to maintain up-to-date licenses, testing, certificates, and any other required documentation. Failure to notify Triage and/or provide updated documentation may lead to discipline including, but not limited to, cancelled shifts, or immediate termination and enforcement of termination penalties against Employee by Triage (to the extent allowed by applicable law) and, if assessed, such termination penalties shall be a debt immediately due and owing to Triage.

6. Immigration Reform and Control Act of 1986

Employee acknowledges that employment with Triage is contingent upon proof of eligibility to work in the United States as required by the Immigration Reform and Control Act of 1986.

7. Drug Screens & Background Checks

Employee understands that this offer of employment is contingent upon a satisfactory drug screen. All drug screening will be conducted in accordance with applicable law.

A post-offer background check will also be conducted prior to the start of an assignment and as a condition of employment in accordance with applicable law. Prior to the background check being conducted, Employee will review a full disclosure regarding what information is included in the background check and be asked to complete a background check authorization. Information may include, but is not limited to: employment history, education, criminal conviction records, motor vehicle records, personal references, and any data provided on your application or during the interview process and/or your term of employment with Triage. Employee understands that Triage may contact previous employers and authorizes those employers to disclose to Triage all records and other information pertinent to employment with them in accordance with applicable law. This also applies to any state or facility mandated background check using fingerprints or live scan.

8. Client Requirements

Employee agrees and acknowledges that Client may have specific requirements, including but not limited to, receipt of background checks, drug screens and medical records, which Employee consents to provide to Client and



understands must be met by the Employee in form and substance and within time frame specified by the Client . If, for any reason, Employee fails to meet the Client's requirements to the satisfaction of the Client, in its sole judgment, such that the Client declines to schedule Employee, then this Agreement shall immediately become null and void and be of no further force and effect; provided, however, Employee shall remain liable to Triage for any advance payments made on behalf of Employee. By executing this Agreement, Employee further agrees and acknowledges that Employee has been made fully aware of the specific terms and conditions of the Client's requirements applicable to this Assignment.

9. Compensation/Payroll

Employee understands that they are employed by Triage, and not the Client. Accordingly, Triage will be solely responsible for all payment of income during Employee's Assignment. Employee's pay is subject to applicable taxes and withholding. Taxes will be withheld in accordance with state law in the state in which the Client is located unless Triage receives written notification from the Employee prior to the start date of the Assignment stating otherwise. Employee acknowledges and agrees that Employee's compensation, including hourly rate, is subject to adjustment by Employer at any time, including during an Assignment. Any pre-assignment training required by Client will be paid at \$20.00 per hour.

Employee understands that a work week with Triage will begin on Sunday at 12:00 am and end on Saturday at 11:59 pm. However, the work week may change depending on Client requirements. Employee understands that when they work overtime, as defined by applicable State or Federal laws, Employee will receive the legally required overtime rate for such actual overtime hours worked.

Employee understands that if Employee receives a Per Diem and/or Housing Stipend (as further described below), such payments may be exempt from tax withholdings to the extent the applicable Assignment for which such payments are received are performed at a location other than Employee's permanent tax residence. For such withholding exemption to apply, Employee acknowledges that they must complete the Triage Permanent Tax Residence Declaration included as part of the Assignment Agreement attached hereto and submit such form to Triage. Employee further understands and agrees that if Employee's permanent tax residence changes at any point in time, Employee will immediately notify Triage and complete an updated copy of the Triage Permanent Tax Residence Declaration form.

Employee agrees that they are responsible for accurately recording hours worked, as well as accurately recording meal periods as may be required by state law. All hours must be recorded and submitted to Triage no later than 1:00 PM EST on Monday following the week worked. Failure to submit hours prior to this deadline could result in a delay in timely being paid for all hours worked. Employee will be required to document hours by completing a Triage timecard, which must be emailed to timesheet@triagestaff.com. Employee understands that the timecard must include full name in both printed form and signature, the last 4 digits of social security number, dates of actual work to include start time, end time, meal periods taken, and on-call and call back hours if applicable, and the signature of a facility approved signer at the Client validating Employee timecard. Failure to receive Client approval may result in disciplinary action.

Employee understands that, they will be paid via direct deposit unless they make other arrangements with Triage. Employee understands that it is their responsibility to provide Triage with the correct bank account and routing information for deposit. Employee will be paid weekly. Employee understands that they are required to present Triage with a timely, accurate and properly validated timecard each week, as set forth above, and that Employee will not be paid for any hours not worked. Employee further understands that any Housing Stipend, airline travel, or rental car, if applicable, as may be defined and set forth in an Assignment Agreement, do not constitute compensation for any hours of service but are otherwise non-reimbursable expenses that are being reimbursed according to this Agreement.

10. Per Diem

Subject to the applicable Assignment Agreement, Employee may receive a Per Diem to reimburse Employee for costs incurred by Employee while working for Triage away from Employee's permanent tax home. Such costs may include, but are not limited to food, parking, laundry, and other similar necessary and ancillary expenses. Employee understands that any Per Diem will begin on the first day of the applicable Assignment and will continue through the last scheduled day of such Assignment unless the Assignment ends early for any reason. Per Diem payments are not made when Employee's day does not involve engagement in Triage business but instead allows Employee to utilize the day as Employee chooses. Employee understands that any additional necessary Assignment-related expenses and per diem expenses more than the IRS statutory maximum non-accountable expenses incurred while on an Assignment are subject to applicable taxes and withholding, and Employee will be required to provide valid receipts to Triage in advance of receiving payment. Employee agrees that they are only entitled to reimbursement of such items if Employee has obtained advanced consent for said necessary reimbursable expenditure from Triage prior to procuring the same. Employee understands that they must keep appropriate records of expenses if Employee desires to deduct such expenses to comply with IRS substantiation requirements.

11. Housing Stipend

Subject to the applicable Assignment Agreement, Employee may receive a Housing Stipend to reimburse Employee for costs incurred by Employee while working for Triage away from Employee's permanent tax home. Such costs may include, but are not limited to, the costs of rental and utilities. Employee understands that any Housing Stipend will begin on the first day of the applicable Assignment and will continue through the last scheduled day of such Assignment unless the Assignment ends early for any reason.

12. Triage-Provided Housing

Subject to the applicable Assignment Agreement, Employee understands that Triage may provide Employee with housing for an Assignment in lieu of providing a Housing Stipend. Any expenses that are paid by Triage for damages to Triage-provided housing shall be repaid by Employee if terminated and/or Employee fails to complete the applicable Assignment. Employee understands and agrees that they forfeit all rights to Triage-provided housing, if any, upon termination of the applicable Assignment by Triage, by the Client, or by Employee at any time for any reason, and Employee promises to vacate any Triage-provided housing within 48 hours of such termination or as otherwise provided by Triage. Failure to do so will constitute a trespass. Employee acknowledges that if the applicable lease for Triage-provided housing cannot be immediately cancelled or is subject to a cancellation fee, Employee shall be responsible for paying the continuing cost of such rent for the remainder of the time Employee was scheduled to utilize such Triage-providing housing and/or for paying the applicable cancellation fee.

If such rent or cancellation fee is paid by Triage, Employee agrees to reimburse Triage for the same amount. Employee further agrees that any such housing-related expenses that are paid by Triage shall be repaid if Employee is terminated and/or fails to complete the applicable Assignment. Employee understands that if they intend to bring pet(s) on an Assignment, Employee is solely liable for all actions of the pet(s) including but not limited to property damages caused by the pet(s). Employee further understands that if a pet is over 40 lbs. or an aggressive breed, it will be the Employee's responsibility to inform the Triage recruiter and assume liability for the housing rental by signing the lease in Employee's name. Employee understands that they are responsible for personal belongings, and neither Triage, the Client, nor any housing provider are liable for any loss or damage to Employee's personal belongings. Employee acknowledges the recommendation that Employee obtain renter's insurance at their own expense.

13. Missed Shifts

Employee understands that the Per Diem and Housing Stipend set forth in Sections 10 and 11 are reimbursements for expenses incurred by Employee while working for Triage away from Employee's permanent tax home and are calculated based on Employee working for Triage on a full-time basis, as defined in Employee's Assignment Agreement. Triage can only reimburse expenses incurred by Employee on behalf of Triage, and Employee is not



incurring a full week's worth of expenses on behalf of Triage when Employee misses/calls out on a scheduled shift. Accordingly, if Employee does not work all of their contracted shifts in a workweek, Triage will prorate the weekly Per Diem and Housing Stipend in proportion to the number of shifts missed by Employee, unless Employee provides Triage with documentation showing that the missed shift was due to a shift cancellation by the Client and Employee as otherwise ready, willing and able to work.

14. Travel reimbursements

Mileage

Employee understands that a Mileage Allowance may be provided for costs incurred traveling between Employee's permanent tax home and the assignment location at the beginning and end of an assignment subject to the applicable Assignment Agreement. Mileage reimbursements will be paid at the IRS Standard Mileage Rate at the time the mileage expense is incurred, with a maximum reimbursement up to \$400 each way. Any Mileage Allowance for travel to an Assignment will be split and paid in first and last paycheck of the Assignment.

Airline Travel

Employee understands that an Airline Travel Allowance may be provided for costs incurred traveling between Employee's permanent tax home and the assignment location at the beginning and end of an assignment, subject to the applicable Assignment Agreement. If airline travel is required for an Assignment, Triage will be responsible for setting this up and paying this cost directly; however, any fees incurred associated with baggage or changes to the original reservation will be considered an unnecessary expenditure and will not be reimbursable by Triage. Employee understands that if they are not able to work through the scheduled end date for a particular Assignment, Employee will be responsible for the full cost of roundtrip travel and any additional fees incurred by Triage because of such expenses. Employee agrees to reimburse Triage in the event of such early termination of Assignment, to the extent permitted by applicable law.

15. Car Rental

Employee understands that an Avis or Budget rental car may be provided. Subject to the applicable Assignment Agreement Employee understands that if a rental car is being provided for Employee use during an Assignment, insurance coverage will be the Employee's responsibility and will be required to show proof of insurance at the time of renting the vehicle. Employee understands that their insurance will be primary for any accidents that they are involved in during any Assignment. Employee acknowledges that Triage maintains a supplementary rental car insurance policy to cover claims incurred by Employee to the extent not covered by Employee's individual insurance. To the extent that Employee's insurance coverage does not cover a claim incurred because of an accident during an Assignment and such claim is covered by Triage's supplementary insurance policy, Employees agree to pay the applicable insurance deductible under such policy, to the extent permitted by applicable law. Employee understands that such insurance coverage is only valid when the Employee is the driver of the vehicle, and Employee is not authorized to allow other drivers to operate the vehicle. Employee understands that they will be personally liable and responsible for any loss associated with 1) the abuse of the car or violation of rental agreement conditions; 2) driving recklessly or while under the influence of alcohol or a controlled substance, which is strictly prohibited; 3) failure to immediately report an accident to the police and complete an accident report; 4) fraudulent misrepresentation of Employee to obtain the car; 5) use of the car for an illegal purpose; and 6) any other damages not covered by the insurance listed above. Employee understands that they are to return the vehicle with the amount of fuel specified by the rental company under the terms of the rental agreement and that such conduct shall be considered misconduct and Employee agrees to reimburse Triage to cover any losses and/or expenses associated with items 1-6, tolls, parking tickets, speeding tickets or additional fueling expenses when the terms of the rental agreement are not met. Employee understands that if Triage is billed or pays for any additional fees or damages due to early termination of an Assignment for any reason, losses and/or expenses associated with items



1-6 above or termination of my Assignment, Employee shall be responsible for reimbursing Triage for the full cost of such losses and/or expenses. Rental cars must be returned to the same location as pickup with two (2) days of the last day worked.

16. Holidays

Holidays will be paid in accordance to the agreed upon holiday rate listed on Assignment Agreement for any hours worked between 12:00AM and 11:59PM on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

17. Benefits

Employee understands that during employment with Triage, Employee may be eligible for insurance benefits beginning on assignment start date. Employee must be actively employed with Triage on effective date and have completed and returned the appropriate enrollment forms. Employee must accept or waive these benefits in whole or in part. To remain eligible after insurance is effective, Employee must work an average of 30 hours or more per week for any rolling 12-week period. At the completion of assignment, if Employee starts another job within 26 days their insurance will remain active. After 26 days without starting an assignment, insurance end date will be reflective of the last day worked. If, after insurance is effective, hours worked fall below 30 hours per week, or employment terminates, insurance coverage will end on the last day worked. If Employee has a reduction in hours worked or employment terminates prior to the date of insurance becoming effective, Employee will have no insurance coverage benefits.

For new employees, insurance enrollment information will be included in the new hire packet along with this Assignment. If the insurance information is not included, it is the Employee's responsibility to request an additional packet. If Triage does not receive the completed enrollment forms within the eligibility window, Employee understands that they will not be eligible until the next open enrollment period which is December of each year for benefits to be effective January 1st.

Employee understands that the appropriate insurance premiums will be deducted from paycheck on a weekly basis.

Triage employees working in states with state-mandated sick leave, will accrue sick leave in accordance with applicable state law.

18. Professional Responsibilities

Employee understands and agrees that they are accountable relative to work performance, work conduct, and compliant with all applicable rules, regulations, and standards set forth by the Joint Commission, OSHA, HIPAA, CMS, licensing agency, and those of the applicable Client. Employee understands that these policies and procedures will be provided by the Client, either during orientation at the client site, or prior to performing an applicable task or procedure that would require the Employee to be compliant with a specific policy or procedure. Employee agrees to use professional judgment and ask for assistance and guidance if they have any questions or if asked to perform a task that they have not been trained on and if they are not able to locate someone that can help, Employee will not perform the assigned task until these concerns have been adequately resolved. Employee agrees to immediately notify their Triage supervisor if: Employee is being asked to perform any tasks beyond the scope of training, if Employee notices that activities around them compromise the quality of patient care or patient rights, or if Employee is working in an environment that poses a safety risk to them, patients, or others. Employee understands that they are required to report to their Triage supervisor and Client supervisor of any incident that they are involved in where there is a risk to patient safety or the quality of care.

Should Employee have concerns about safety or patient care standards at a Client Facility that cannot be resolved through recruiter or Triage, Employee is encouraged to contact the Joint Commission. Employee understands that no punitive or disciplinary action will be taken against Employee for reporting any concern to the Joint Commission.

To report any concerns or register a complaint about a Joint Commission certified organization please call the Joint Commission Office of Quality Management by calling (800)-994-9910 or emailing complaint@jointcommission.com.

Employee likewise agrees that the applicable Client of an Assignment shall provide to Triage, during such Assignment, periodic evaluations, and Employee consents to the provision of same. If Employee engages in gross misconduct, Employee understands and consents to Triage's obligation to report this information, Employee name, and the incident to applicable licensure or certificate associations or as otherwise deemed appropriate by Triage.

19. Radiation Monitoring Devices

Employee understands that Triage will provide a radiation-monitoring device for a position where they may be exposed to radiation. Employee understands that they will receive a replacement badge at the end of the designated wear period (usually quarterly) and it is Employee's responsibility to return the previously worn badge promptly to Triage. Employee understands and agrees that they will be required to reimburse Triage in the amount of \$25 for failure to return a badge at the end of the wear period. This fee will also apply to replacement and lost badges. Employee authorizes Triage to execute a payroll deduction in the event of the above.

20. Prior Employment

Employee warrants and represents to Triage that Employee's entering into this Agreement will not violate any enforceable contractual obligation to which Employee is subject. Employee agrees to indemnify and hold Triage and its affiliates harmless from and against any and all claims, liabilities or expenses incurred by Triage or its affiliates as a result of any claim made by any prior employer arising out of this Agreement or Employee's employment by Triage.

21. Termination

Although Employee's employment is at-will, Employee agrees to provide Triage with the courtesy of at least two (2) weeks advance notice of Employee's decision to resign from employment.

22. Authorized Deductions

Employee understands and agrees that any amount that Employee owes Triage at the time of employment termination will be deducted from Employee's final paycheck in accordance with applicable law. Employee further understands and agrees that Triage will make deductions after any federal or state requirements and any benefit programs in which Employee has enrolled and is eligible to participate. Employee agrees, to the extent the final paycheck is insufficient to repay the entire amount of the authorized deductions, that Employee will immediately pay the outstanding amount to Triage via personal check or any other form of payment acceptable to Triage.

23. Modification

Triage may modify any provision of this Agreement, which shall become effective upon notice to Triage employees of such modification as defined below. If Employee continues to work for Triage after the effective date of the modification, employment shall be under the new terms of employment with the same force and effect as if it had executed the Agreement as so modified. Should any provision of this Agreement conflict with any policy of Triage, the provisions of this Agreement shall prevail.

24. Notice

All notices and other communications required or permitted under these terms shall be in writing, and shall be deemed to have been given, if: (a) delivered personally, (b) delivered to personal email address provided by Employee, (c) mailed, postage prepaid, registered mail, return receipt requested, to the party at the address provided.

If to Triage:

If to Employee:

Triage, LLC



12020 Pacific St, Omaha, NE
68154

At the most recent Permanent Tax Address provided to Triage by
Employee

25. Entire Agreement; Assignability

This Agreement and its Assignment Agreement represent the entire agreement between the parties with respect to the subject matter covered by this Agreement. This Agreement supersedes all prior agreements or understandings, oral or written, between the parties hereto pertaining to the subject matter covered by this Agreement. Employee consents and agrees that Triage may assign this Agreement to any subsidiary, parent, affiliate, or successor of Triage. Employee may not assign this Agreement.

26. Employment Indemnification

As an employee of Triage, Employee shall indemnify and hold Triage harmless against any and all liabilities and defense costs (including reasonable attorney fees), from claims and damages to persons or property, demands, government fines or penalties, and lawsuits, brought against Triage by a third party or a Client Facility, arising out of failure to comply with obligations under this Agreement or out of negligence or intentional wrongdoing by Employee.

27. Attorney's Fees

In any action to enforce the rights set forth in this Agreement, the prevailing party shall be entitled to recovery of reasonable attorney's fees and costs to the extent permitted by law.

28. Governing Law and Venue

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska. Each party agrees that any action by either party to enforce this Agreement shall be subject to that certain Mediation and Arbitration Agreement by and between Employee and Triage.

29. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provisions hereof, and this Agreement shall be construed in all respects as if any such invalid provision were omitted.

30. Counterparts

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but which taken together shall constitute the same agreements. Counterparts may be delivered via electronic mail or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

31. Signature Terms

By Employee's signature below they certify that all of the information that Employee provided and has provided on the application and in interviews has been true and accurate. In addition, by Employee's signature below, they certify that they have read and understands the above terms and agrees to be bound by them as a condition of employment with Triage. The parties hereto understand that this Agreement shall remain in effect notwithstanding any job change or job assignment by Employee within Triage or its organization.