CLIENT STAFFING AGREEMENT

This Agreement (the "Agreement") entered into this 17th day of August, 2016 ("Effective Date"), is by and between RO HEALTH, INC. ("RO HEALTH"), a Delaware corporation with its corporate office located at 4027 21st Avenue West Suite 207, Seattle, WA 98199, and San Leandro Unified School District (hereinafter referred to as "CLIENT") located at 14735 Juniper Street, San Leandro, CA 94579.

WHEREAS, RO HEALTH operates a staffing agency and employs personnel to provide services to CLIENT.

WHEREAS, CLIENT operates a School District and CLIENT desires that RO HEALTH shall supply contract personnel to CLIENT.

NOW THEREFORE, in consideration of the mutual promises and covenants between RO HEALTH and CLIENT, (jointly hereinafter referred to as "Party/Parties"), the Parties hereby agree:

1. TERM.
The term of this Agreement will commence on the date of the last signature and will continue for one (1) year unless terminated prior thereto in accordance with the terms of this Agreement.

2. TERMINATION.
Either Party may terminate this Agreement at any time, by providing 30 days advance written notice. Said termination will not affect the rights or responsibilities subsequent to transactions occurring prior to the effective date of termination.

3. PERSONNEL.
RO HEALTH shall provide CLIENT with personnel that comply with all pertinent terms and conditions of licensure and credentials including, but not limited to, the following list:

3.1 Proof of current licensure, registration and or certification (if applicable).

3.2 Written or verbal verification of two references.

3.3 Written verification of worker's unrestricted credential (if applicable).

3.4 Written verification of current cardiopulmonary resuscitation certification.

3.5 Possess proof of an annual tuberculosis test or chest X-ray.

3.6 Criminal Background Check and disclosure statement.

4. PROVISION OF PERSONNEL.

4.1 At the request of CLIENT, RO HEALTH will recruit, interview, screen, select, hire and assign RO HEALTH employee(s) who, in RO HEALTH's judgment, are best qualified to perform the services requested by CLIENT as outlined in this agreement.

4.2 Upon CLIENT request, RO HEALTH shall provide documentation as required in this agreement relating to the qualifications and training of RO HEALTH employees.

5. CLIENT ORIENTATION.

CLIENT will provide RO HEALTH personnel with an orientation to CLIENT specific policies and procedures and processes necessary to equip RO HEALTH personnel with the knowledge necessary to meet CLIENT expectations for personnel.

6. URGENT PERSONNEL REQUESTS.

If CLIENT requests personnel less than two (2) hours prior to the start of the shift, RO HEALTH shall bill CLIENT for the entire duration of the shift, as long as RO HEALTH personnel report for work within a reasonable period of time.

7. SCHEDULED PERSONNEL CANCELATION.

If CLIENT modifies or cancels an order less than (2) hours prior to the start of a shift, RO HEALTH will bill CLIENT for four (4) hours at the established hourly rate.

8. CONVERSION FEE.

CLIENT agrees that it will take no steps to recruit, hire or employ as its own employee or as a contractor any personnel provided by RO HEALTH. CLIENT further acknowledges that RO HEALTH incurs substantial costs associated with recruiting, training, and managing RO HEALTH personnel. In the event CLIENT, or any affiliate, subsidiary of CLIENT solicits, hires or employs RO HEALTH personnel, CLIENT agrees to either: (1) provide written notice of intent to hire or employ RO HEALTH personnel twelve (12) months prior to the RO HEALTH employee's commencement as a CLIENT employee or contractor; (2)provide written notice to RO HEALTH of intent to hire RO HEALTH employee and continue to employ RO HEALTH employee for a period not less than one thousand and forty (1,040) hours; or (3) pay RO HEALTH a placement fee equal to the sum of twenty-five percent (25%) of such personnel's annualized salary (calculated as hourly pay rate multiplied by 2080 hours multiplied by twenty-five percent (25%).

9. RESPONSIBILITY FOR PATIENT CARE.

CLIENT retains responsibility for management of care of each of its patients and for ensuring that services provided by RO HEALTH personnel under this agreement are furnished in accordance with applicable standards.

10. INSURANCE.

RO HEALTH shall purchase and maintain during the duration of this Agreement general and professional liability coverage of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to the liability for services provided under this Agreement.

11. TAXES.

RO HEALTH will maintain responsibility, as employer, for the payment of wages, and other compensation, and for any mandatory withholdings and contributions.

12. PAYMENT FOR SERVICES.

RO HEALTH will submit invoices to CLIENT at the rates established in Exhibit A every week for personnel provided to CLIENT during the preceding week.

12.1 Payment.

Full payment for invoices is due within thirty (30) days from the date of invoice. CLIENT shall send all payments electronically. In the event CLIENT is unable to make payments electronically, CLIENT shall remit payments to the address set forth on the invoice.

12.2. Late Payment.

Payments not received within thirty (30) days from the invoice date will accumulate interest, at the rate of one percent (1%) per month on the unpaid balance, equating to an annual percentage rate of twelve percent (12%), or the maximum rate permitted by applicable law, whichever is less.

13. GOVERNING LAW.

This Agreement, and all matters relating to it shall be governed by the laws, rules and regulations of the State of Delaware, as are now in effect or as may be later amended or modified, without reference to the choice of law rules on any state. In the event that any provision of this agreement conflicts with or is inconsistent with provisions of those laws, rules or regulations, the provisions of the laws, rules, and regulations shall govern and supersede.

14. INDEMNIFICATION.

CLIENT agrees to indemnify and hold harmless RO HEALTH, its officers and employees from all actions asserted in connection with the negligent performance of CLIENT, its officers and employees.

15. DAMAGES.

In no event shall either party be liable for any incidental, consequential, exemplary, special or punitive damages or expenses or lost profits, even if such party has been advised of the possibility of such damages, under or in connection with this agreement, regardless of the form of action.

16. SEVERABILITY.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any waiver by a Party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

IN WITNESS WHEREOF, this agreement has been signed by duly authorized representatives of the Parties on the day and the year first before written.

CLIENT	**RO HEALTH**
Mike McLaughlin	Jeff Widmyer
Printed Name	Printed Name
	DocuSigned by: Jeff Widmyer 6B6E1054A7754AF...
Signature	Signature
	8/17/2016
Date	Date

EXHIBIT **A**

PERSONNEL HOURLY RATES FOR CLIENT

Nursing	
LVN	$47.50/hour
RN	$58.50/hour
ESA Certified RN	$68.50/hour

WORKWEEK. RO HEALTH's calendar work week is Monday through Sunday.

WEEKEND. RO HEALTH shall bill CLIENT an additional $2.00 per hour weekend differential rate. Weekend rates start Friday at 10:00 p.m. through Monday at 6:00 a.m.

OVERTIME. RO HEALTH shall bill CLIENT a time and one-half (1.5) rate for all hours worked in excess of forty (40) per week or according to applicable state law.

ORIENTATION. Personnel hourly rates will be billed for all time spent in CLIENT orientation.

MILEAGE. If RO HEALTH employee travels greater than 60 miles roundtrip, RO HEALTH shall bill for each mile traveled at the current POV Mileage reimbursement rate established by the U.S. General Services Administration.

HOLIDAYS. A time and one-half (1.5) rate will be billed on holidays recognized by the U.S. Office of Personnel Management. Holiday rates will apply to shifts beginning at 10:00 p.m. before the holiday through 10:00 p.m. during the holiday.

CLIENT

Printed Name

Mike McLaughlin

RO HEALTH

Printed Name

Jeff Widmyer

DocuSigned by:
Jeff Widmyer
8B8E1054A7754AF...

Signature

Signature

8/17/2016

Date

Date

CONTRACT SUPPLEMENT

Dear Staffing Partner,

Ro Health is a Joint Commission certified healthcare staffing company. We appreciate our partnership and are taking steps to improve the level of service we are able to deliver. In compliance with our Joint Commission certification, we are including this contract supplement to notify you about important aspects of our business relationship.

Employee Performance Evaluation

Ro Health seeks to provide its clients with exceptional healthcare providers. To ensure that our providers are delivering exceptional patient care mixed with excellent customer service, we seek feedback from client supervisors on an annual basis through a web-based digital evaluation. We appreciate your cooperation with providing accurate feedback that will help our providers meet your needs.

Company Performance Evaluation

Ro Health seeks to provide its clients with exceptional service. We strive to provide our clients with timely and accurate communication, collaborative and informed problem solving, clear and accurate invoicing, and warm and friendly customer service. To ensure that end, we conduct annual company evaluations through a web-based digital evaluation. We appreciate your cooperation with providing accurate feedback that will help Ro Health support staff meet your needs.

STATstaff™

Ro Health takes steps to prepare its providers to deliver exceptional patient care before they arrive at your site. This means, we gather important information about you that will allow new providers to familiarize themselves with the nuances of your site before they commence work. Ro Health uses STATstaff™ to track and communicate that important information to its providers so that they are prepared to meet your expectations. We appreciate your cooperation gathering information about your site so we can help ensure our providers are comfortable and perform well in their assignments.

Office Hours

Ro Health is available 24x7x365 by phone at 888.552.9775. Ro Health's office hours are Monday through Friday from 8:00 a.m. to 5:00 p.m..

Incident Report Process

In the event a Ro Health provider is involved in an incident, error, near miss or sentinel event, Ro Health will act swiftly to address the event appropriately. A Ro Health HR person will supply both the Ro Health provider and the client supervisor with an incident report form, and we may ask the Ro Health employee to take a drug test. We appreciate your cooperation gathering information so we can address events in the most appropriate manner necessary. If you would like us to orient Ro Health Providers to your policies and/or procedures related to an incident, please contact Ro Health Human Resources at hr@rohealth.com.

In the event there is an occupational safety hazard or event that involves a Ro Health provider, the event should be communicated as soon as practicable to the Ro Health Human Resources at hr@rohealth.com.

Complaint/Grievance Process

Ro Health actively solicits feedback from all its stakeholders on a continuous basis. In the event Ro Health receives a complaint, a Ro Health HR person will swiftly commence an investigation and follow up within 72 hours.

Ro Health Employees

Ro Health does not use subcontractors. Providers are employees of Ro Health.

Competency

Ro Health takes steps to ensure that it provides competent providers. All providers are thoroughly screened to ensure that they are comfortably able to deliver patient care within their areas of clinical competence. Ro Health aims to only place providers in areas of practice within the scope of their license, registration, certification, or clinical competence.

Thank you again for the opportunity to work together. We look forward to growing our partnership.