

Quality Labor Solutions, LLC

This Agreement is made as of the Effective Date listed on the signature page below (the “**Effective Date**”) by and between Mission Hospital (“**Mission Hospital**”) and Evelyn Fragoso independent contractor (“**Contractor**”).

2. ENGAGEMENT OF SERVICES. Mission Hospital may from time to time submit a Statement of Work to Contractor substantially in the form of Exhibit A to this Agreement (each a “**SOW**”). Subject to the terms of this Agreement, Contractor will provide the services set forth in each SOW accepted by Contractor (the “**Project(s)**”). The manner and means that Contractor chooses to complete the Projects are in Contractor’s sole discretion and control, provided however that Contractor will not use the services of any third party in connection with a Project without the prior written consent of the Mission Hospital. Contractor shall perform the services necessary to complete the Projects in a timely and professional manner consistent with industry standards and at a location, place and time that Contractor deems appropriate.

3. FACILITIES. In completing the Projects, Contractor agrees to provide its own equipment, tools, and other materials at its own expense; however, Mission Hospital may make its facilities and equipment available to Contractor when necessary.

4. COMPENSATION

4.4 Fees. Mission Hospital will pay Contractor the fee specified in SOW as Contractor’s sole compensation for the Project, provided such Project meets the terms of the SOW and this Agreement and is of a quality consistent with industry standards. Contractor shall be responsible for all expenses incurred in performing services under this Agreement, except as set forth in the SOW. Upon termination of this Agreement for any reason prior to completion of an SOW, Mission Hospital will pay Contractor fees and expenses on the basis stated in the SOW for work which is then in progress, within thirty (30) days of the effective date of such termination.

4.5 Invoicing. Unless otherwise provided in the applicable SOW, (a) payment to Contractor of undisputed fees will be due fifteen (15) days following Mission Hospital’s receipt of an invoice which contains accurate records of the work performed sufficient to document the invoiced fees; and (b) Contractor will submit invoices to Mission Hospital upon completion of the milestones specified in the applicable SOW or, if no such milestones are specified, on a monthly basis for services performed in the previous month. Any additional expenses incurred by consultant will be billed and Mission Health agrees to pay those invoices upon receipt, and you agree to settle those statements within 30 days. Mission Hospital agree and acknowledge that failure to pay fees or expenses associated with this project under these terms will result in reassignment of consultant(s), a penalty of the maximum allowable interest rate per month plus any costs incurred to collect an outstanding balance, until all outstanding invoices are paid in full.

4.6 INDEPENDENT CONTRACTOR RELATIONSHIP. Contractor’s relationship with Mission Hospital will be that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Contractor (a) is not an agent of Mission Hospital; (b) is not authorized to make any representation, contract, or commitment on behalf of Mission Hospital; (c) will not be entitled to any of the benefits that Mission Hospital makes available to its employees, such as group insurance, profit-sharing or retirement benefits (and waives the right to receive any such benefits); and (d) will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state, or local tax authority with respect to Contractor’s performance of services and receipt of fees under this Agreement. If applicable, Mission Hospital will report amounts paid to Contractor by filing Form 1099-MISC with the Internal Revenue Service, as required by law. Contractor agrees to accept exclusive liability for complying with all applicable state and federal laws, including laws governing self-employed individuals, if applicable, such as laws related to payment of taxes, social security, disability, and other contributions based on fees paid to Contractor under this Agreement. Mission Hospital will not withhold or make payments for social security, unemployment insurance or disability insurance contributions, or obtain workers’ compensation insurance on Contractor’s behalf. Contractor hereby agrees to indemnify and defend Mission Hospital against / such taxes or contributions, including penalties and interest. Contractor agrees to provide proof of payment of appropriate taxes on any fees paid to Contractor under this Agreement upon reasonable request of Mission Hospital.