

**5. REPRESENTATIONS AND WARRANTIES.** Consultant represents and warrants that its actions, rendering of services and work product in accordance with this agreement shall comply with all applicable laws, rules and regulations. Additionally, she represents and warrants to Mission Hospital that any services provided will be performed in a professional manner, with the care, skill and diligence, and in accordance with the applicable industry standards. Evelyn Fragoso further represents and warrants that neither it nor any of its current directors, officers, employees, principals or agents are debarred, suspended, proposed for debarment, declared ineligible, or excluded by any Federal or State department or agency from doing business with the Federal Government or a State Government.

Mission Hospital further acknowledge that no representation by Consultant or her representatives were relied on by you or any member of your company in entering this agreement, and that this document represents the full understanding of the parties. You also acknowledge and agree that we have informed you of the obligation to report any direct persuader activity performed on your behalf to the United States Department of Labor by both our firm and your firm and that failure to timely file these reports can subject your company criminal penalties. Your payment, in the absence of your signature below, indicates your acceptance of this project and the terms and conditions as stated herein. The terms and conditions on this proposal are good for 90 days from the date on this proposal unless specified otherwise.

**6. CONFIDENTIALITY**

The parties mutually agree that all aspects of this agreement and any subsequent communications shall be kept between the parties regarding reporting or as otherwise required by law. Furthermore, Quality Labor Solutions states that it shall not release, share, or disseminate any information in regard to this business agreement or any other information on the operations, trade secrets, business dealings or any other information deemed confidential by Mission Hospital.

Contractor shall not release any of the Services, the Works, or the Work Products into the public domain without notice and the prior written consent of Mission Hospital in each particular instance.

**7. TERMINATION**

This Agreement may be terminated at any time pursuant to the written agreement of Contractor and Mission Hospital. Additionally, Contractor or Mission Hospital shall have sole discretion to terminate this Agreement by giving each other a written notice of termination ("Termination Notice") not less than thirty (30) days prior to the intended date of termination, in which case the Agreement shall automatically terminate on that date that is thirty (30) days after the Termination Notice is given.

**8. ACCEPTANCE:**

**In Witness Whereof**, the parties have caused this Independent Contractor Services Agreement to be executed by their duly authorized representatives.

For Contractor

For Mission Hospital, NC

Evelyn Fragoso

Evelyn Fragoso

Date: 5.4.20

By: Raunie Haynes  
Date: 5-26-2020