

## **LABOR CONSULTATION AGREEMENT**

THIS LABOR CONSULTATION AGREEMENT is entered into effective as of **April 17<sup>th</sup> 2020** ("Effective Date"), between **Mission Health** ("THE CLIENT") and **Progressive Labor Solutions, LLC** ("Contractor")

THE CLIENT desires to engage Contractor pursuant to the terms of this agreement.

### **1. SERVICES**

1.1 Subject to the provisions of this Agreement, Contractor shall serve as labor relations consultant to THE CLIENT, and in such capacity shall provide various services and perform work as requested by THE CLIENT from time to time, including but not limited to:

1.1.1 Provide education sessions on NLRA for employees

1.2 During the term of this Agreement and while services are being provided Contractor shall maintain reasonable availability for the benefit of THE CLIENT.

### **2. FEES**

In exchange for services THE CLIENT shall pay to the Contractor fees as follows:

2.1 Contractor shall be compensated at a rate of **██████** dollars per hour with an 8 hour per day minimum work day when on location at THE CLIENT facilities. Contractor shall be paid a per diem of \$75 per day for meals and incidental expenses for any day Contractor is on-site.

2.2 Contractor shall invoice THE CLIENT on a weekly basis, and any fees and or expenses that are owed shall be paid within 21 days of receipt of each invoice. T

### **3. REIMBURSED EXPENSES**

3.1 THE CLIENT shall reimburse The Contractor for expenses incurred by The Contractor that are directly related to the performance of the Services and satisfy the following conditions:

3.2 Not later than ten (21) business days written receipts for the reimbursed expenses claimed by Contractor for such calendar month.

3.3 All reimbursed expenses claimed, and which satisfy the conditions hereof shall be reimbursed by THE CLIENT to Contractor not later than ten (21) business days after THE CLIENT receives the related expense documentation.

cured the Material Breach within five (5) business days after the Notice of Material Breach is given ("Material Breach Cure Period"), the Non-Breaching party shall have sole discretion to terminate this Agreement by giving a written notice of termination to the Breaching Party ("Material Breach Termination Notice"), in which case this Agreement shall automatically terminate as of the date such Material Breach Termination Notice is given.

## **7. NOTICES**

7.1 Any notice, demand or other communication required or permitted under this Agreement shall be deemed given and delivered when in writing and (a) personally served upon the receiving party, or (b) upon the third (3rd) calendar day after mailing to the receiving party by either (i) United States registered or certified mail, postage prepaid, or (ii) FedEx or other comparable overnight delivery service, delivery charges prepaid, and addressed as follows:

To THE CLIENT: ADDRESS

To Contractor:

Ben Johnson  
55 Biggs Street  
Barre, VT 05641

## **8. MISCELLANEOUS**

8.1 Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or invalid, then this Agreement shall continue in full force and effect without said provision. If this Agreement continues in full force and effect as provided above, the parties shall replace the invalid provision with a valid provision which corresponds as far as possible to the spirit and purpose of the invalid provision.

8.2 Entire Agreement. This Agreement and the documents and agreements contemplated herein constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all prior oral or written agreements, representations or warranties between the parties other than those set forth herein or herein provided for.

8.3 Modification; Waiver. No modification or waiver of any provision of this Agreement shall be binding upon the party against whom it is sought to be enforced, unless specifically set forth in a document signed by an authorized representative of that party. A waiver by any party of any of the provisions of this Agreement in any one instance shall not be deemed or construed to be a waiver of such provisions for the future, or of any subsequent breach thereof. The failure by any party at any time to