**LABOR CONSULTATION AGREEMENT**

THIS LABOR CONSULTATION AGREEMENT is entered into effective as of **April 17th 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. 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. 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 **\_400\_**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.

3.4 Subject to this agreement The Contractor shall require \_\_\_N/A\_\_\_for each day of work performed on site at THE CLIENT facilities.

**4. CONFIDENTIALITY**

4.1 The parties mutually agree that all aspects of this agreement and that any subsequent communications shall be kept between the parties. Furthermore, Contractor 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 THE CLIENT.

4.2 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 THE CLIENT in each particular instance.

**5. COOPERATION WITH OUTSIDE COUNSEL**

5.1 Contractor is not a law firm, nor does it provide legal advice.

5.2 THE CLIENT will utilize labor attorneys or other resources as it deems appropriate and as consistent with this agreement and shall not rely upon \_\_\_\_\_\_\_\_\_\_\_\_\_for legal advice.

5.3 Contractor shall cooperate with such counsel as required and as consistent with the terms of this agreement.

**6. TERMINATION BEFORE THE END OF TERM**

6.1 By Agreement. This Agreement may be terminated at any time pursuant to the written agreement of THE CLIENT and Contractor.

6.2 By Notice. Either THE CLIENT or Contractor shall have sole discretion to terminate this Agreement by giving each other a written notice of termination (“Termination Notice”) not less than seven (7) days prior to the intended date of termination, in which case this Agreement shall automatically terminate on the date that is seven (7) days after the Termination Notice is given.

6.3 Breach. If either THE CLIENT or Contractor commits a material breach of this Agreement, the non-breaching party (“Non-Breaching Party”) shall have the option to give the breaching party (“Breaching Party”) a written notice describing in reasonable detail the material breach that the non-breaching party believes has been committed (“Material Breach”), and the actions the non-breaching party believes must be taken to cure such material breach (“Notice of Material Breach”). If the Breaching Party has not 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.

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**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 enforce any of the provisions of this Agreement, or to require at any time the performance of any of the provisions hereof, shall not in any way be construed to be a waiver of such provisions or to affect either the validity of this Agreement or the right of any party to thereafter enforce each and every provision of this Agreement.

IN WITNESS WHEREOF, THE CLIENT and Contractor have executed this Agreement as of the Effective Date.

THE CLIENT

By:

Its:

CONTRACTOR

By: Ben Johnson

Its: President