

LABOR CONSULTATION AGREEMENT

THIS LABOR CONSULTATION AGREEMENT is entered into effective as of September 29th, 2021 (“Effective Date”), between McLean Hospital (“THE CLIENT”) and Progressive Labor Solutions. (“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 educator THE CLIENT, and in such capacity shall provide various services and perform work as requested by THE CLIENT from time to time.
- 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 \$350 dollars per hour with an 8 hour per day minimum work day when on location at THE CLIENT facilities.
- 2.2 Contractor shall invoice THE CLIENT on a monthly basis, and any fees and or expenses that are owed shall be paid within 30 days of receipt of each invoice.

3. REIMBURSED EXPENSES

- 3.1 THE CLIENT shall reimburse Contractor for travel, parking, and lodging expenses incurred by Contractor that are directly related to the performance of the Services. Contractor shall supply documentation for all such expenses.
- 3.2 THE CLIENT shall reimburse The Contractor \$75 per diem for all meal and other incidental expenses for any day Contractor is on site for a minimum of four (4) hours.

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 Contractor 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 by either the Client or the Contractor. by

7. NOTICES

7.1

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

CONTRACTOR

By:_____

Its:_____