

## TEMPORARY SERVICE AGREEMENT

This Temporary Service Agreement ("Agreement") is entered into this 15<sup>th</sup> day of October, 2019 (hereinafter the "Effective Date"), between S.E.SCHER Corporation, d/b/a Acrobat Staffing with its principal place of business located at 14750 NW 77<sup>th</sup> Ct., Ste. 100, Miami Lakes, FL 33016-1507 (hereinafter referred to as "Agency") and Cedar Park Operator, LLC, d/b/a The Enclave at Cedar Park Senior Living (hereinafter referred to as "Community"), located at 3405 El Salido Parkway, Cedar Park, TX 78613.

### AGENCY RESPONSIBILITIES:

1. All kitchen staffing services rendered by the Agency to the Community pursuant to this Agreement (the "Services") shall conform to (i) all applicable federal, state and local laws and regulations; (ii) all applicable standards of accrediting agencies; and (iii) all applicable ethical and professional standards.
2. The Agency will use its best efforts to provide qualified supplemental temporary personnel ("Temporary Personnel"), in accordance with the Community's specifications, for temporary staffing for the Community. To the extent reasonably possible, the Agency will match the experience and/or skills of personnel presented to the Community to the specific needs and requirements of the Community. Except where otherwise agreed to by Community, all personnel presented to Community shall have had at least one year of current applicable experience.
3. The Agency shall provide the Community with the following background information for each Temporary Personnel prior to commencement of each assignment:
  - a. Skills Checklist (for skilled positions)
  - b. CPR certification
  - c. State license registration and/or certification (as applicable)
  - d. Criminal Background Check and drug screening
  - e. Pre-employment physical
  - f. TB skin test
4. The Agency agrees that it will, at all times, indemnify the Community and hold them harmless from any and all losses and claims that may result from the gross negligence and/or willful misconduct on the part of Temporary Personnel or the Services provided under this Agreement. The Agency agrees to notify the Community when any Temporary Personnel is involved in a quality issue that has been reported to the Agency, and Community shall be permitted access to any investigation, reports or other documentation of the investigation or handling of the incident by the Agency.
5. The Agency shall provide Community i) proof of all professional licenses, certifications or registrations as may be required to provide such services; ii) proof of a business or other

type of license that may be required for the local governmental authority in which the Community is located; iii) proof of general liability insurance of at least \$1,000,000 per occurrence/\$3,000,000 annual aggregate of claims, naming the Community, Spectrum Retirement Communities, LLC, SRC of Texas, LLC, d/b/a Spectrum Retirement of Texas, LLC and S-K Cedar Park Opportunity II, LLC as additional insureds; (iv) proof of professional liability insurance of at least \$1,000,000 per occurrence/\$3,000,000 annual aggregate of claims or proof of a self-insurance plan for funding payment of professional liability claims in an amount deemed reasonable to satisfy such claims at the discretion of the Community, and appropriate security for such fund used for payment in a form satisfactory to the Community, and (v) evidence of workers compensation insurance in at least the minimum amount required by the state in which the Community is situate or if no such minimum amounts are required under applicable state law, in such amounts as are customarily carried by similar agencies doing business in the state as determined by the Community

6. Agency shall be responsible for verifying that all Temporary Personnel meet all applicable licensing requirements. Agency will maintain direct responsibility as the employer for payment of wages and other compensation, and for any mandatory withholdings and contributions such as federal, state and local income taxes, social security taxes, worker's compensation, and unemployment insurance.
7. Community reserves the right to immediately dismiss any Temporary Personnel assigned to the Community by the Agency if, in the Community's sole judgment, the Temporary Personnel is incapable of performing the duties of the position, engages in substance abuse, violates ethical or professional standards or engages in other unprofessional conduct. Community agrees to notify Agency of such dismissal in writing.

#### **COMMUNITY RESPONSIBILITIES:**

1. Community shall provide Temporary Personnel with orientation and training sufficient to allow Temporary Personnel to effectively discharge their duties at the Community.
2. Community will not permit or require Temporary Personnel to exceed the scope of their experience and/or skills.
3. Community shall use its best efforts to request Temporary Personnel at least twenty-four (24) hour(s) prior to the reporting time. All information regarding reporting time and assignment for Temporary Personnel will be provided by Community at the time of the request.
4. Community shall pay Agency for Services provided hereunder in accordance with the rate schedule and terms set forth in Attachment A. The Agency reserves the right to change the rates at any time upon giving 30 days' prior written notice to Community. If Community rejects the change in rates, Community may terminate this Agreement without cause.

## **GENERAL TERMS:**

1. This Agreement shall commence on the Effective Date and continue for a term of one (1) year. Either party may terminate this Agreement at any time, with or without cause, upon 72 hours' prior written notice to the other party. Such termination will have no effect upon the rights and obligations resulting from any assignment occurring prior to the effective date of termination.
2. The Agency agrees to supply Temporary Personnel to the Community on an as needed basis and will use reasonable efforts to meet any and all requests of Community for supplemental staffing services, subject to the availability of qualified personnel to the Agency.
3. The Agency will invoice the Community for the Services in accordance with the rate schedule outlined in Attachment A. Agency will submit invoices to Community every week, with a copy to **Spectrum Retirement Communities, Spectrum Retirement Communities, LLC at AP@spectrumretirement.com**.
4. Notice Provision. All notices required under the provisions of this Agreement shall be given as follows to:

**Community:**

The Enclave at Cedar Park  
ATTN: Executive Director  
3405 El Salido Parkway, Cedar Park,  
TX 78613

**Agency:**

S.E. SCHER Corporation  
14750 NW 77<sup>th</sup> Ct., Ste 100  
Miami Lakes, FL 33016-1507

**With a Copy to:**

Spectrum Retirement Communities, LLC  
Attn: Phil Luebbers, Senior Vice President and  
David Neves, Vice President (for dining)  
4600 S. Syracuse St., 11<sup>th</sup> Floor  
Denver, CO 80237

Either party may amend its address for the purpose of this provision by giving written notice to the other party. Unless otherwise agreed in writing, said notices shall be sent by certified mail, return receipt requested, hand delivery, or overnight delivery service.

5. This Agreement shall be binding upon and inure for the benefit of the respective successors and assigns of each of the parties hereto. Agency shall not assign this Agreement in whole or in part without the Community's prior written consent.
6. Upon the occurrence of any event of default by the Community, Agency must give Community written notice of said default, and Community shall have seven (7) business days in which to cure such default. Upon the occurrence of any event of default by the Agency, Community may immediately and without further notice to Agency terminate all services hereunder. Agency will reimburse Community within 30 (thirty) days from the date of termination for any out-of-pocket expenses incurred by the Community relating to this Agreement. If Community terminates the Agency without cause, Agency is not responsible for reimbursement to Community for any out-of-pocket expenses. Neither party shall be entitled to any claims against each other for incidental, punitive or consequential damages arising out of or relating to this Agreement.
7. Any controversy or claim between the Parties shall, at the request of either party, be determined by arbitration. The arbitration shall be conducted in accordance with the United States Arbitration Act (Title 9, U.S. Code), notwithstanding any choice of law provision in this Agreement, and under the Commercial Arbitration Rules of the American Arbitration Association and the prevailing party shall be entitled to reasonable attorney fees, and costs of arbitration. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator(s). Judgment upon an arbitration award may be entered in any court having jurisdiction. In the event either party is required to obtain further legal assistance to enforce its rights under this Agreement, or to collect any monies due to such party for services rendered, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies. Notwithstanding the foregoing, any collection action taken by Agency under this Agreement shall not be subject to the mandatory arbitration provisions set forth in this Section 6 of the General Terms.
8. Agency and Community are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement.
9. This Agreement constitutes the entire contract between Community and Agency regarding the Services. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties.
10. This Agreement will be governed by and construed in accordance with the laws of the state in which the Community is located.

11. The Parties agree to keep the terms and conditions of this Agreement, and any information exchanged or obtained hereunder strictly confidential, and not to disclose such information and materials to any third party, except pursuant to a court order or applicable law, rule, or regulation.
12. Neither Agency nor Community will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, or any other category protected by law.
13. Agency and Community agree to at all times have procedures in place which comply with federal and state privacy laws. Each party to this Agreement will be responsible for training all Temporary Personnel on their respective company policies.

The Community and the Agency may, in order to fulfill their respective obligations under this Agreement, need to disclose to each other certain individual resident related medical information that may be deemed protected information pursuant to applicable Federal, and State laws, rules and regulations relating to medical information, insurance, certification and /or privacy ("Applicable Laws"). Each party agrees to comply with the requirements of the Applicable Laws as to such disclosure or exchange of protected health information.

In addition, during the course of this Agreement, each party may gain access to information other than protected health information that is confidential or proprietary information of the other party ("Confidential Information"). Following the termination of this Agreement, each party shall return to the other Party or destroy all Confidential Information of the other party held by it, including copies thereof. Notwithstanding, the foregoing sentence, each party may retain copies of its work papers and other information concerning performance under this Agreement to the extent necessary for that party to comply with Applicable Federal, State and local regulations.

The parties acknowledge that they have read this Temporary Service Agreement, understand it, and agree to be bound by all its provisions. This Agreement constitutes the complete and exclusive statement of the agreement between the parties and supersedes all prior and oral and written communications concerning the subject matter of this agreement.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURES TO FOLLOW]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the date shown below.

**COMMUNITY:**

**Cedar Park Operator, LLC**  
d/b/a The Enclave at Cedar Park Senior  
Living

By: Phillip Luebbers  
Name: Phillip Luebbers  
Title: Authorized Agent  
Date: 10/15/19

**AGENCY:**

**S.E. SCHER Corporation, d/b/a Acrobat  
Staffing**

By: Claudia Mark  
Name: Claudia Mark  
Title: Business Development - Texas  
Date: 10/14/19

## ATTACHMENT A

### Rate Schedule

#### Billing and Payment:

- A. All invoices, with supporting documentation, delivered to Community shall be due upon receipt and paid within thirty (30) days of work performed.
- B. Based on the time log for each pay period, which time log has been reviewed, approved and signed by an authorized staff member of the Community, the Agency shall deliver to Community all such invoices detailing the amounts owed by Community to the Agency. Such invoice amounts shall be calculated based on the time log multiplied by the appropriate hourly rates set forth below.
- C. Holidays will be billed at time and one-half of the appropriate hourly rates set forth below. Observed Holidays are New Year's Day, Martin Luther King Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day. Holidays begin at 11:00pm on the eve of the holiday and extend through all shifts starting on the day of the holiday. In addition, Assignments for Christmas Eve and New Year's Eve that begin at 3:00pm or later will be considered a Holiday and billed at the holiday rate.
- D. Overtime will be defined and invoiced as hours worked in excess of a forty (40) hour work-week. A work-week shall be defined as Monday through Sunday. Overtime hours will be billed at time and one-half of the hourly rates set forth below.
- E. The Agency will bill the Community weekly. For billing purposes, weekends end on Sunday.

#### Rate Schedule from Agency:

POSITION	HOURLY WEEKDAY RATE	OVERTIME HOURLY WEEKDAY RATE
Cooks	\$21.00	\$31.50
Dishwasher	\$17.40	\$26.10
Servers	\$21.00	\$31.50

Agency - Initial CM Date 10/16/19  
Community - Initial MM Date 10/15/19



# CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME: PHONE (A/C, No., Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED 1454945	S.E. SCHER Corporation dba Acrobat Staffing 665 Third St. Suite 415 San Francisco CA 94107	INSURER(S) AFFORDING COVERAGE INSURER A: Safety National Casualty Corporation INSURER B: Federal Insurance Company INSURER C: Lloyds of London INSURER D: Westchester Surplus Lines Insurance Co INSURER E: Navigators Specialty Insurance Company INSURER F:	NAIC # 15105 20281 10172 36056

## COVERAGES

CERTIFICATE NUMBER: 16360030

REVISION NUMBER: XXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X	COMMERCIAL GENERAL LIABILITY		Y	N	GLA4042607		10/1/2019	10/1/2020
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)
	X	SIR: \$250,000							\$ 500,000
	X	Liquor Liability							\$ XXXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:								\$ 1,000,000
	X	POLICY	PROJECT	LOC					\$ 2,000,000
		OTHER							\$ 2,000,000
									\$
A	AUTOMOBILE LIABILITY			N	N	CAF4042608		10/1/2019	10/1/2020
	X	ANY AUTO OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident)
	X	SCHEDULED AUTOS HIRED AUTOS ONLY		X	NON-OWNED AUTOS ONLY				BODILY INJURY (Per person)
									\$ XXXXXXXX
									BODILY INJURY (Per accident)
									\$ XXXXXXXX
									PROPERTY DAMAGE (Per accident)
									\$ XXXXXXXX
									\$ XXXXXXXX
B	X	UMBRELLA LIAB	X	OCCUR	N	N	79898226	10/1/2019	10/1/2020
		EXCESS LIAB		CLAIMS-MADE					EACH OCCURRENCE
		DED	RETENTION \$						\$ 5,000,000
									\$ 5,000,000
									\$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y/N	N	LDC4042609		10/1/2019	10/1/2020
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			N	N/A				X PER STATUTE
	If yes, describe under DESCRIPTION OF OPERATIONS below								OTH- ER
									E.L. EACH ACCIDENT
									\$ 1,000,000
									E.L. DISEASE - EA EMPLOYEE
									\$ 1,000,000
									E.L. DISEASE - POLICY LIMIT
									\$ 1,000,000
C	Prof Liab			N	N	CT1160019		10/1/2019	10/1/2020
D	Employment Practices Liab.					G71151724 002		10/1/2019	10/1/2020
E	Excess					NY19EXRZ033RWIC		10/1/2019	10/1/2020

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

The Enclave at Cedar Park Senior Living, 3405 El Salido Parkway, Cedar Park, TX 78613. The Enclave at Cedar Park Senior Living; S-K Cedar Park Opportunity II, LLC; Cedar Park Operator, LLC SRC' of Texas, LLC d/b/a Spectrum Retirement of Texas, LLC and Spectrum Retirement Communities LLC and its affiliates are included as additional insured as required by written contract.

**CERTIFICATE HOLDER**

## CANCELLATION

**16360030**  
Cedar Park Operator, LLC  
Spectrum Retirement Communities LLC  
4600 South Syracuse Street, Suite 1100  
Denver, CO 80237

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

SENATOR  
Michael R. Paladino