

AGREEMENT FOR LOCUM TENENS COVERAGE

This AGREEMENT ("AGREEMENT") is executed on _____ (Effective Date") by and between **Staff Care, Inc.** ("AGENCY") and _____ ("CLIENT") for the purpose of AGENCY arranging for Locum Tenens provider(s) ("PROVIDER" or "PROVIDERS") to the CLIENT for the times and rates specified in one or more SERVICE ORDER(s) ("ORDER") issued under this AGREEMENT and incorporated herein by reference. This AGREEMENT shall commence on the Effective Date and shall continue until _____ (the "Initial Term"), unless terminated earlier as provided herein. At the end of the Initial Term, this AGREEMENT shall automatically be extended for additional one-year terms.

The terms and conditions of this AGREEMENT are set forth below:

A. DUTIES OF AGENCY:

- A.1 Use best efforts to identify Locum Tenens PROVIDERS acceptable to CLIENT;
- A.2 Screen and obtain references for all Locum Tenens PROVIDERS including verification of licensure;
- A.3 Arrange a complete travel and accommodation itinerary in conjunction with CLIENT;
- A.4 Arrange malpractice insurance coverage through AGENCY'S insurance carrier for Locum Tenens PROVIDERS;
- A.5 Pay PROVIDERS on behalf of CLIENT for services rendered by PROVIDERS and at rates agreed to by CLIENT and PROVIDER facilitated by AGENCY.

B. DUTIES OF CLIENT:

- B.1 Supply Locum Tenens PROVIDERS, according to the required specialty, with a (i) reasonable coverage schedule, (ii) reasonably maintained, usual and customary equipment and supplies, (iii) a suitable practice environment complying with acceptable ethical and procedural standards, and, as necessary, (iv) appropriately trained support staff, all so as to enable the PROVIDER to perform medical services in his or her specialty on comparable terms to other practitioners in the same specialty at CLIENT's facility;
- B.2 CLIENT and PROVIDER, not AGENCY, shall be responsible for determining PROVIDER'S fees, coverage assignments, schedule, number of hours provided, number of patients served and other requirements related to the performance of professional services by PROVIDER in accordance with the terms set forth in the ORDER;
- B.3 CLIENT shall bill for, collect and retain all professional fees generated by services rendered by PROVIDER;
- B.4 Once a PROVIDER is presented to CLIENT by AGENCY, CLIENT agrees to notify AGENCY within 48 hours of its intentions to accept or not accept the services of said PROVIDER;
- B.5 CLIENT shall pay AGENCY for all fees and costs of travel and housing en route or on assignment related to the PROVIDER's work assignment. These fees and costs may include, but are not limited to, airfare, local transportation, and lodging, as applicable;
- B.6 Comply with AMA, Federal, State and Local standards relating to patient care, the practice of medicine and related activities;
- B.7 Establish and pay for all fees associated with hospital privileges for PROVIDER;
- B.8 CLIENT agrees to pay AGENCY the fees and expenses specified in the ORDER for each PROVIDER. CLIENT agrees to reimburse AGENCY for the actual amount of any applicable state or local sales, gross or similar tax ("Taxes") imposed on Fees paid to AGENCY by CLIENT for provider coverage. Invoices are due upon receipt. Any invoice that is greater than 30 days past due shall bear interest at the rate of one and one-half percent (1 and 1/2%) per month. CLIENT agrees to pay AGENCY all collection costs and expenses incurred by AGENCY to enforce this agreement, including but not limited to attorneys fees, collection agency fees, costs and expenses;
- B.9 If a PROVIDER presented to CLIENT during the term of this AGREEMENT provides Locum Tenens coverage for CLIENT within two (2) years (a) after such presentation or (b) after such PROVIDER ceases to provide services to CLIENT hereunder, CLIENT agrees such services shall have been arranged through AGENCY. If these services are not arranged through AGENCY, AGENCY will consider CLIENT'S use of the PROVIDER'S services as "Reassignment," in which case Section B.10 below will be applicable in its entirety. It is understood that AGENCY is solely responsible for the introduction of a PROVIDER to CLIENT, unless CLIENT notifies AGENCY within 48 hours of such introduction of CLIENT'S prior knowledge of said PROVIDER'S availability. Should CLIENT directly refer PROVIDER to an affiliated organization for either permanent or Locum Tenens coverage, CLIENT will be billed for services rendered pursuant to this Section B.10 as applicable;
- B.10 REASSIGNMENT: CLIENT agrees to pay AGENCY a reassignment fee for the reassignment of each PROVIDER presented to CLIENT who becomes a permanent employee of CLIENT or any organization affiliated with CLIENT within two (2) years (a) after such presentation or (b) after such PROVIDER ceases to provide services to CLIENT under this AGREEMENT. The amount of the reassignment fee will be based on PROVIDER'S specialty type, and will be specified in the ORDER. Outstanding invoices shall be paid in full before permanent reassignment can be exercised. The reassignment fee is due as to any PROVIDER whose services or curriculum vitae were made available to CLIENT orally or in writing by AGENCY. For purposes of this AGREEMENT, an affiliate of the CLIENT includes, but is not limited to, an organization or person that has any form of direct or indirect business relationship with CLIENT, any entity comprised of one or more owners of CLIENT, or any successor to or assignee of CLIENT; CLIENT agrees not to discuss the fee structure set forth in the ORDER with third parties; CLIENT will not share or distribute credentials of any PROVIDER or potential PROVIDER with or to any third party without prior written authorization of AGENCY;

- B.11 CLIENT shall provide applicable orientation to PROVIDER of CLIENT's facility and required policies and procedures;
B.12 If there are any occupational safety hazards or events involving PROVIDER, or there is any sentinel event or actual or threatened claim arising out of or relating to the acts or omissions of PROVIDER, CLIENT shall provide AGENCY written notice of such claim immediately, and in no event, 30 days after CLIENT knew or reasonably should have known of such claim.

C. CANCELLATION

- C.1 AGENCY reserves the right to terminate this AGREEMENT in writing at any time. In the event such termination results from CLIENT'S misrepresentations herein or in the ORDER, including, without limitation, the nature of PROVIDER assignments, or from CLIENT'S breach of any obligations (including financial) herein, no prior notice will be necessary;
- C.2 CLIENT may terminate this AGREEMENT or the services of any scheduled PROVIDER at any time in writing, subject to the limitations included below in Section D.6, provided once CLIENT has accepted a PROVIDER through verbal or written communication, termination by CLIENT shall not be effective until 30 days after written notice of termination was received by AGENCY. CLIENT agrees to pay PROVIDER and will be invoiced, in accordance to the rates agreed upon in the ORDER, for all scheduled time through the effective date of termination. Upon termination, CLIENT also remains obligated for any and all fees and expenses that are due and owing to AGENCY and PROVIDER under this AGREEMENT, as well as any other fees, expenses or other charges in connection with services performed by AGENCY or a PROVIDER through the effective date of termination;
- C.3 If, at any time during the course of this AGREEMENT or any assignments or placements hereunder, CLIENT does not reasonably find the performance of any PROVIDER to be appropriate, CLIENT shall provide written notice of such determination to AGENCY, and AGENCY shall attempt to replace such PROVIDER. CLIENT shall be solely responsible for terminating PROVIDER due to a PROVIDER'S poor performance, including, but not limited to intentional or unintentional dereliction of duties, gross negligence, or loss of hospital privileges, as determined by CLIENT in its sole discretion. CLIENT may request that AGENCY on CLIENT'S behalf deliver a notice of termination to a PROVIDER, but under no circumstances shall AGENCY have the unilateral right or authority to terminate a PROVIDER'S assignment. CLIENT remains obligated to pay AGENCY and PROVIDER, as applicable, for the costs and expenses incurred through the date of CLIENT'S termination of PROVIDER'S assignment.

D. GENERAL PROVISIONS

- D.1 CLIENT shall exercise independent judgment as to the professional qualifications of PROVIDERS and whether they meet the requirements of their assignments. CLIENT shall only assign PROVIDERS to areas of practice within their clinical competence;
- D.2 AGENCY is not licensed to practice medicine and shall have no control as to the means or the quality of medical services furnished by any PROVIDER, nor shall AGENCY have any right or responsibility for making any determinations regarding PROVIDER'S professional service assignments, schedule or practice. AGENCY shall have no liability for any injury or any loss to any party relating to or in any way arising out of PROVIDER'S professional services at or on behalf of CLIENT;
- D.3 Each party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. Further, each party represents that to the best of its reasonable knowledge its currently practicing staff (to include for AGENCY its PROVIDERS and for CLIENT its physicians and applicable healthcare staff, hereinafter collectively "Staff"), are not currently excluded from participating in the Medicare or Medicaid programs or other government programs which are reported on the OIG or GSA lists. In the event an investigation of a party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the parties that the ability to verify if any Staff are currently debarred is dependent upon the accuracy of the information contained on the OIG and GSA lists of excluded persons and the representations of each individual Staff;
- D.4 CLIENT acknowledges that neither AGENCY nor its employees are engaged in any fashion in the practice of medicine;
- D.5 CLIENT acknowledges that PROVIDER is not an employee of AGENCY, the relationship of PROVIDER to AGENCY is that of an independent contractor, all payments made by AGENCY to PROVIDER are made on behalf of CLIENT and AGENCY acts only as a placement agency;
- D.6 CLIENT agrees that it will not seek to terminate a PROVIDER'S placement, nor will it refuse a PROVIDER'S services, for a discriminatory reason, including the PROVIDER'S race, sex, national origin, religion, age, disability, marital status, veteran status, or any other protected classification;
- D.7 CLIENT certifies that it will not use any information provided to it by AGENCY regarding PROVIDER in an unlawful manner or for any unlawful purpose;
- D.8 Each Party shall keep confidential all Confidential Information of the other party ("owning party"), and shall not use or disclose such Confidential Information either during or at any time after the term of this Agreement, without owning party's express written consent, unless required to do so by law, court order or subpoena in which case a party shall not disclose such information until it has provided advance notice to owning party such that owning party may timely act to protect such disclosure. For purposes of this provision, "Confidential Information" means non-public information about either party or its employees or agents that is disclosed or becomes known to the other party as a consequence of or through its activities under this Agreement, including, but not limited to, matters of a business nature, such as PROVIDER and prospective PROVIDER names and information, bill rates and the terms of this Agreement, requests for placement, costs, profits, margins, markets, sales, business processes, information systems, and any other information of a similar nature. CLIENT agrees to use appropriate security measures to protect AGENCY employee, client, and/or PROVIDER personal information from unauthorized access, destruction, use, modification or disclosure in accordance with all federal and state privacy laws.
- D.9 This Agreement and any of its terms may be amended, modified, or waived only by a writing acknowledged by the parties. If any provision herein is held to be contrary to law, such provision will be deemed valid only to the extent permitted by law, and all other provisions shall continue in full force and effect. AGENCY's failure to require performance of any provision shall not affect its right to require performance at any time thereafter, nor shall AGENCY's waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default.

- D.10 This AGREEMENT is enforceable pursuant to and in accordance with the laws of the State of Texas; any dispute arising out of this AGREEMENT shall be decided by a court of competent jurisdiction in Dallas County, Texas. This agreement is deemed accepted by Client in Texas;
- D.11 CLIENT hereby represents and warrants to AGENCY that it is lawfully organized and is in good standing in the State in which its principal office is located; the CLIENT'S name in the introductory paragraph of this AGREEMENT is CLIENT'S true, correct and complete legal name; and the person executing this AGREEMENT and any amendment has been or will be fully authorized to do so on behalf of and as a binding act of CLIENT;
- D.12 CLIENT expressly grants permission to AGENCY to send all facsimile communications to any CLIENT location.
- D.13 Sections B.8, B.9, B.10 and all of Section D shall survive the expiration or cancellation of this AGREEMENT.
- D.14 This AGREEMENT shall be binding upon and inure to the benefit of AGENCY and CLIENT and their respective successors or assigns.

IN WITNESS WHEREOF, this Agreement is executed effective as of the Effective Date.

STAFF CARE, INC.

COMPANY: _____

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

**5001 Statesman Drive
Irving, Texas 75063**

Address _____

