

AGREEMENT FOR LOCUM TENENS COVERAGE

This Agreement for Locum Tenens Coverage ("Agreement") is effective as of **September 3, 2020** (the "Effective Date") by and between **Staff Care, Inc.**, and its subsidiaries and affiliates, ("Agency") and **Quincy Anesthesia Associates** ("Client") for the purpose of Agency arranging for locum tenens provider(s) ("Providers") to Client for the times and rates specified in one or more service orders substantially in the form of Exhibit A attached hereto ("Orders") or in a Confirmation Letter which will outline the assignment of an individual Provider ("Confirmation Letter"), issued hereunder and incorporated herein by reference. For good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. AGENCY OBLIGATIONS. Agency shall:

1. Use best efforts to identify Providers acceptable to Client.
2. Screen and obtain references for identified Providers, including verification of licensure.
3. Arrange a complete travel and accommodation itinerary for Providers in coordination with Client.
4. Arrange malpractice insurance coverage for Providers. Client acknowledges and understands that the insurance Agency arranges under this Section A.4 for a Provider on an assignment with Client shall not apply to any professional services of Provider outside of a contemplated assignment with Agency. The terms set forth in this section shall not apply to locum tenens placements made in Kansas. For all assignments in Kansas for which Providers may be requested under this Agreement, it is understood and agreed that the Client shall provide professional liability insurance coverage to Providers and Agency shall have no responsibility to provide such coverage. Client shall be required to execute all additional documentation confirming the provision of such coverage as Agency may require.
5. Pay Providers on behalf of Client for services rendered and at rates agreed to by Client and Provider, as facilitated by Agency.

B. CLIENT OBLIGATIONS. Client shall:

1. Supply Providers, according to the required specialty, with (i) a reasonable coverage schedule, (ii) reasonably maintained, usual and customary equipment and supplies, (iii) a suitable practice environment complying with acceptable ethical and procedural standards, (iv) appropriately trained support staff, as necessary, and (v) any other customary support, in each case to enable Provider to perform medical services in Provider's specialty on comparable terms to other practitioners in the same specialty at Client's facility.
2. Determine with Provider, as facilitated by Agency, Provider's fees, coverage assignments, schedule, number of hours provided, number of patients served and all other requirements related to the performance of professional services by Provider in accordance with the terms set forth in the applicable Order. Client shall also provide to Provider an orientation of Client's facility and required policies and procedures.
3. Bill for, collect and retain all professional fees generated by services rendered by Provider.
4. Notify Agency within 48 hours of a Provider's presentation to Client whether it accepts or declines the services of Provider.
5. Reimburse Agency all applicable costs of travel and housing en route or on assignment related to Provider's assignment, including without limitation, roundtrip airfare, local transportation, lodging and meals. The parties acknowledge that a reimbursement arrangement exists between the parties with respect to housing and meals. The reimbursement amount is included in the fees paid for services by Client, and for which Agency will provide substantiation of the reimbursement amount. Amounts reimbursed by Client may be subject to tax deduction limitations.
6. Comply with AMA, federal, state and local standards relating to patient care, the practice of medicine and related activities.
7. Establish and pay for all fees associated with hospital privileges for Provider.
8. Pay invoices within thirty (30) days of invoice date, by check or EFT. Client shall also pay Agency the fees and expenses specified in the applicable Order or Confirmation Letter for Providers. Client shall reimburse Agency for the actual amount of any applicable taxes (except income taxes), including state or local sales, gross, excise or similar tax imposed on fees paid to Agency by Client for Provider coverage. Any invoice that is greater than 30 days past due shall bear interest at the rate of 1.5% per month. Client shall pay Agency all collection costs and expenses incurred to enforce this Agreement, including but not limited to attorneys' fees, collection agency fees and all related costs and expenses.
9. Promptly (and in no event more than 30 days after Client knew or reasonably should have known of such claim) provide Agency written notice of any occupational safety hazards or events involving Provider, or of any sentinel event or actual or threatened claim arising out of or relating to Provider.
10. Client agrees that it will review, approve and sign each Confirmation Letter within two business days. If Client does not sign, or provide notice of its disagreement with the terms of the Confirmation Letter within two (2) business days, Client agrees that it shall be deemed to have accepted the terms thereof.

C. REASSIGNMENT, CANCELLATION, TERM & TERMINATION OF AGREEMENT.

1. Client agrees that for a period of six (6) months after (i) the date of Agency's presentation of Presented Provider to Client, (ii) the cancellation, suspension, or conclusion of the credentialing process, or (iii) the date on which Provider ceases to provide services to Client, whichever is later (the "Exclusivity Period"), Client will not use the professional services of a Presented Provider for the Order, or for a position substantially similar to the position identified in the Order, whether as an employee, independent contractor, consultant or otherwise (and whether directly or through another locum tenens vendor), except as follows:

Client may temporarily or permanently employ or engage Presented Provider when the following three conditions are met: (i) Client provides Agency at least five days prior written notice of the employment or engagement of Presented Provider, (ii) Client pays all outstanding invoices due under this Agreement in full, and (iii) Client pays the reassignment fee ("Reassignment Fee") set forth in the applicable Order. If Client fails to provide the requisite notice or has not paid the Reassignment Fee, then all hours worked by Presented Provider for Client will be billed by Agency and paid for by Client as locum tenens services in accordance with the latest Order or Confirmation Letter until Client meets the three conditions.

For purposes of this Section C, (I) a **"Presented Provider"** means a Provider whose curriculum vitae or services was presented to Client by Agency before or during the term of this Agreement, it being understood that Agency shall be deemed to be solely responsible for the introduction to Client of any Provider satisfying the definition of Presented Provider.

2. Client shall not (A) discuss the fee structure in the Order with third parties; (B) share or distribute any Presented Provider's name, credentials, curriculum vitae or availability to work with or to any third party, in each case without Agency's prior written consent; and (C) Client shall not attempt to enter into an engagement with a Presented Provider without informing Agency and in no event in an attempt to circumvent the payment of the Fee or other amounts that Agency would otherwise be entitled to collect.
3. **Term & Termination.** This Agreement shall begin on the Effective Date and continue for one year (the "Initial Term"), after which it will automatically renew for additional one year terms, unless terminated earlier as provided herein. Notwithstanding the foregoing, Agency may terminate this Agreement in writing at any time upon 30 days prior written notice. If such termination results from Client's misrepresentations herein or in an Order or from Client's breach of any obligations, including failure to pay an invoice when due, no prior notice shall be required. Client may terminate this Agreement or the services of any scheduled Provider under an Order by providing 30 days' prior written notice to Agency. For the avoidance of doubt, Client shall be invoiced in accordance with this Agreement and any applicable Order(s) for all scheduled time of Providers through the effective date of termination. Upon termination, Client shall promptly pay all fees and expenses that are due and owing to Agency and Providers.
4. During any assignments or placements hereunder, 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, negligence, or loss of hospital privileges, as determined by Client in its sole discretion. Client shall notify Agency in writing of such determination, and Agency shall attempt to replace such Provider. Client may request that Agency, on Client's behalf, deliver a notice of termination to Provider. Agency shall not have the unilateral right or authority to terminate a Provider's assignment. Client shall pay for amounts due and owing under the applicable ORDER through the date of CLIENT'S termination of Provider's assignment. If Client terminates Provider (or refuses to use a Provider) as a result of any background check, drug test or other screening procedure conducted on Provider by Client, Client shall provide Agency with the results of such screenings unless otherwise prohibited by applicable law. Client shall not seek to terminate a Provider's placement, nor shall it refuse a Provider's services, for a discriminatory reason, including Provider's race, sex, national origin, religion, age, disability, marital status, veteran status, or any other protected classification.

D. GENERAL PROVISIONS.

1. Client shall exercise independent judgment of the professional qualifications of Providers and whether they meet the requirements of their assignments. Client shall assign Providers only to areas of practice within their clinical competence. Client acknowledges that neither Agency nor any of its employees is engaged in any fashion in the practice of medicine. Agency is not licensed to practice medicine and shall have no control as to the means or the quality of any Provider's medical services, 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 or any other of Providers acts or omissions.
2. **Exclusion.** 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. If 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. The parties understand and agree 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 member.
3. **Independent Contractor.** Client acknowledges that (a) Provider is not an employee, subcontractor or agent of Agency, (b) the relationship of Provider to Agency is that of an independent contractor, (c) all payments made by Agency to Provider hereunder are made on behalf of Client, and (d) Agency acts only as a placement agency.
4. **Confidentiality.** 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 employees', clients', and/or Providers' personal information from unauthorized access, destruction, use, modification or disclosure in accordance with all federal and state privacy laws. Client will not use any information provided to it by Agency regarding Provider in an unlawful manner or for any unlawful purpose.
5. **No Subcontractors.** Agency shall not use subcontractors to fulfill its obligations to attempt to locate Providers acceptable to Client without Client's prior consent, which shall not be unreasonably withheld, delayed or conditioned.
6. **Modification, Severability, & Waiver.** This Agreement may be amended, modified, or waived only by a writing signed 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. 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.
7. **Governing Law; Jurisdiction.** This Agreement shall be governed 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.
8. **Representations.** Each party represents and warrants that (a) it is lawfully organized and in good standing in the State in which its principal office is located; (b) its name in the introductory paragraph hereof is its true, correct and complete legal name; and (c) 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 such party.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties about the subject matter herein, supersedes all prior oral and written agreements between the parties hereto about the subject matter herein, and shall take precedence and control over any terms set forth in a group purchasing agreement under which Client may be a participating member.
10. **Survival.** Sections B.8, C.1 and C.2 and Section D shall survive the expiration or cancellation of this Agreement. 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.

BY: _____

PRINT NAME: _____

TITLE: _____

Quincy Anesthesia Associates

BY: Joseph V. Meyer MD

PRINT NAME: Joseph V. Meyer MD

TITLE: President QAA



This Order is a part of the Agreement for Locums Tenens Coverage (the "Agreement") dated September 3, 2020 between **Quincy Anesthesia Associates** ("Client") and Staff Care, Inc. and its subsidiaries and affiliates ("Agency") and upon execution hereof by Client shall be incorporated therein for all Provider placements under this Order. Unless the context indicates otherwise, capitalized terms used herein without definition have the meanings ascribed to them in the Agreement.

1. Rate Schedule. The rate schedules (each a "Rate Schedule") shall be as follows:

Anesthesiologist

Daily Rate: \$275-293/hour day
 Premium Rate: \$395/Hour (Client will be charged the Premium Rate for all hours worked beyond 8 a day)
 Weeknight Call: \$370/Night (Client will be charged the Premium Rate for all hours worked while on call)
 Weekend Call: \$2200-2350/per 24 hrs (Client will be charged the Premium Rate for all hours worked while on call)
 Administrative Services: \$45/Day

CRNA

Daily Rate: \$165-185/hour day
 Premium Rate: \$175/Hour (Client will be charged the Premium Rate for all hours worked beyond 8 a day)
 Weeknight Call: \$215/Night (Client will be charged the Premium Rate for all hours worked while on call)
 Weekend Call: \$1300-1400/per 24 hrs (Client will be charged the Premium Rate for all hours worked while on call)
 Administrative Services: \$45/Day

On the first anniversary of the Agreement, and each anniversary thereafter, a rate increase equal to the most recent published Medical Care Services National CPI index or three percent (3%), whichever is greater, shall be incorporated automatically into each Rate Schedule.

The fee for Administrative Services applies to each calendar day each Provider delivers services through either patient contact or call availability and includes the following services where applicable: arranging travel and accommodations, maintenance of medical malpractice insurance policy, referencing, verifying licensure, forwarding Client's verification forms to third parties and follow-up to help ensure completed forms are returned to Client in a timely manner.

Each Rate Schedule includes (i) the amounts payable by Client to Agency, and (ii) fees to be paid to Provider, as agreed to by Provider and Client. The portion of the rate payable to Agency will vary depending upon amounts payable to Provider from Client. Such variation will not affect the amounts reflected in the Rate Schedule. Should rates increase at any time for any other reason during the term of the assignment covered by this Order, Agency will give Client 30 days' notice prior to the effective date of the increase.

2. Holiday Premium. A rate of one-half of the Daily Rate will be charged for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, or any holiday that is recognized by Client ("Holidays") if Provider remains in the assignment community, whether or not services are actually provided on the applicable Holiday. If Provider is required to be on call at any time during a Holiday, Client shall pay the Daily Rate for Provider for the Holiday. If Provider has any patient contact or is required to report to Client's facility at any time on a Holiday, Client will pay the full Daily Rate for Provider plus the Holiday Premium. In addition, Client will be charged at the Premium Rate for all hours performed at any time on a Holiday.

3. Reassignment Fee. The Fee for reassignment for Physician Providers and Advanced Practice Providers is as follows (Hours worked do not include On Call hours):

Specialty	Reassignment Fee		
	0-900 hours worked	901-1700 hours worked	1701 or more hours worked
Physician	\$ 25,000	\$15,000	\$10,000
Advanced Practice	\$ 15,000	\$10,000	\$ 8,000

(Signature) _____

(Print Name) _____

(Title) _____

(Date) _____