



MASTER SERVICE AGREEMENT

Master Service Agreement ("Agreement") made effective as of 9/3/20 between CMG
CIT Acquisition, LLC d/b/a CoreMedical Group ("CoreMedical") and

Quincy Anesthesia Associates	("Client") with offices at
1005 Broadway	(Address)
Quincy, IL 62305	(City, State, Zip)

WHEREAS, CoreMedical is engaged in the business of recruiting and placing physicians and advanced practice providers (the "Professionals") for temporary contract assignments with various customers and clients; and

WHEREAS, the parties hereto now desire to have CoreMedical provide, on a non-exclusive basis to Client, services for the recruitment and placement of the Professionals in contract assignments for Client upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements herein contained CoreMedical and Client hereby agree as follows:

1. SERVICES.

1.1 **Scope of Services.** Client and its subsidiaries and affiliates may, from time to time, refer to CoreMedical openings for the contract placement of Professionals for Client's projects. Upon receipt by CoreMedical of any such referrals from Client or its subsidiaries and affiliates, CoreMedical shall use its reasonable efforts to recruit, employ, and provide suitable Professionals for such contract assignment. Client shall interview and select, based upon its evaluation of potential candidates, appropriate Professionals for the contract assignments.

In the event that any of the Professionals recruited by CoreMedical shall be placed in contract assignments for the provision of services for Client and/or its subsidiaries and affiliates, Client and CoreMedical shall execute and deliver an Assignment Confirmation with respect thereto, in substantially the form attached hereto as Exhibit A. As appropriate, the Assignment Confirmation shall describe the services which are the subject of the contract assignment, the cost, the start date, the particular Professionals to be provided and the estimated length of the contract assignment. The absence of an executed Assignment Confirmation shall not relieve Client of its obligations to pay CoreMedical for the services of a Professional under this Agreement.

During the term of any contract assignment, the Professionals shall be independent contractors engaged by CoreMedical, and CoreMedical shall be responsible for all compensation for the Professionals. The parties hereto specify and intend that the relationship of CoreMedical to the Client is that of independent contractor, and nothing contained in this Agreement shall in any manner be construed so as to constitute CoreMedical and Client as joint venturers, partners or affiliates or as to make either party liable for the obligations or debts of the other. Each Professional provided hereunder shall be an independent contractor engaged to provide services on a temporary basis to Client and no Professional shall have any authority of any nature to bind, or make any commitment on behalf of, CoreMedical by any act, omission, representation, agreement or otherwise. Client acknowledges that each Professional is not an employee of CoreMedical, that the relationship of each Professional to CoreMedical is that of an independent contractor, and that all payments made by CoreMedical to each Professional are made on behalf of Client and CoreMedical acts only as a placement agency.

CoreMedical's sole obligation hereunder shall be to recruit and provide the Professionals to the Client in accordance with any Assignment Confirmation executed by the Client and CoreMedical pursuant hereto. If any Professional fails or refuses to perform the services specified in the Assignment Confirmation or the Client determines that the Professional has failed to perform such services in a manner satisfactory to the Client, the Client's sole remedy shall be the removal of the Professional by CoreMedical at the Client's direction in the manner set forth herein, and, CoreMedical shall use its reasonable efforts to locate a replacement for the removed Professional if so requested by the Client.



1.2 **Assigned Professionals.** The daily activities of CoreMedical's Professionals assigned to provide services to Client in accordance with the requirements set forth in an Assignment Confirmation shall be directed and supervised by the Client. Client may at any time request the removal of one or more of CoreMedical's Professionals from a project covered by any Assignment Confirmation in accordance with the provision set forth below. Client shall be responsible for promptly reporting to CoreMedical any deficiencies in the Professional's services, any claim or disciplinary action or proceeding involving any Professional or any failure of any Professional to have appropriate credentials or documentation.

1.3 **Contract Assignment Commitment.** The assignment of any of the CoreMedical's Professionals under an Assignment Confirmation may be terminated as follows:

(a) At Client's election in the event that the Professional fails or refuses to perform the services specified in the Assignment Confirmation (provided that Client agrees that it will not seek to terminate a Professional's placement, nor will it refuse a Professional's services, for any discriminatory reason, including the PROVIDER'S race, sex, national origin, religion, age, disability, marital status, veteran status, or any other protected classification; or

(b) At CoreMedical's election in the event Client shall fail to pay for the services of the Professional in accordance with the terms hereof; or

(c) Upon completion of the services to be provided by the Professional under the Assignment Confirmation; or

(d) By mutual agreement of CoreMedical and Client at any time.

1.4 **Working Arrangement.** Professionals recruited and placed by CoreMedical with Client shall, without charge, have the same access to resources as Client's physicians performing similar tasks. This access shall include, but not be limited to:

(a) Reasonable coverage schedules, and facilities, properly trained support staff, supplies and resources necessary for the assigned Professional to perform his/her responsibilities required under the applicable Assignment Confirmation;

(b) Determining each Professional's fees, coverage assignments, schedule, number of hours provided, number of patients served and other requirements;

(c) Billing and collecting all professional fees for all services provided by each Professional under the applicable Assignment Confirmation.

(d) Compliance with all federal, state and local laws, rules and regulations relating to the provision of services by each Professional and relating to the billing and collection of professional fees for each such Professional's services.

Client agrees to provide a safe and suitable place of work for the Professionals recruited and placed by CoreMedical hereunder and to designate members of Client's staff who will act as liaison and who will orient CoreMedical's Professionals to all applicable Client procedures. Client acknowledges that neither CoreMedical nor its employees are engaged in any fashion in the practice of medicine and that CoreMedical and its employees are not licensed to practice medicine and shall have no control as to the means or the quality of medical services furnished by any Professional, nor shall CoreMedical have any right or responsibility for making any determinations regarding any Professional's assignments, schedule or practice. CoreMedical shall have no liability for any injury or any loss to any party relating to or in any way arising out of a Professional's services at the Client's facility or on behalf of Client.

CoreMedical shall not be responsible for workers' compensation insurance coverage for the Professionals nor for claims of any nature by any Professionals for benefits, compensation, damages, contributions or penalties under any employee benefit plans sponsored and maintained by Client, whether or not Client's plans exclude such Professionals from coverage



1.5 **Insurance.** CoreMedical will provide medical professional liability insurance coverage to assigned Professionals with limits of \$1,000,000 per incident and \$3,000,000 in the aggregate, or such higher limits as mandated by state law in the state of the assignment, covering incidents/claims which occur during the term of the Professional's contract assignment. Coverage hereunder is subject to the terms of the applicable policy.

2. FEES AND EXPENSES.

2.1 **Service Fee.** Client shall pay CoreMedical for Services provided by any Professional placed by CoreMedical under an Assignment Confirmation at an individual rate per hour worked per individual furnished by CoreMedical. The hourly rates for each Professional shall be set forth in each Assignment Confirmation. "Hours worked" shall mean actual hours spent engaged in providing the Services contemplated by an Assignment Confirmation at Client's facilities or elsewhere or actual hours spent engaged in providing any medical or related services necessary for the performance of the responsibilities defined in the Assignment Confirmation. Hours shall be determined by weekly time cards maintained and certified by each Professional. Client's sign-off on any time card shall constitute client's acceptance of the hours worked by the Professional. If Client's authorized representative does not sign-off on a time card, or object in writing to the time card, within five (5) days of submission of the time card to Client for verification, the time card will be deemed to be accurate and accepted by Client, and Client agrees to pay for the time evidence by such time card.

2.3 **Travel and Other Expenses.** Client shall reimburse CoreMedical for all reasonable travel and other expenses (over and above normal daily expenses of working and commuting) in connection with services furnished by any of CoreMedical's Professionals under an Assignment Confirmation.

2.4 **Invoices.** CoreMedical shall submit weekly invoices to Client for the Services furnished and for travel and other expenses incurred under an Assignment Confirmation during the preceding weekly period. The invoices will indicate name of Professional, rate, hours worked, fee for the period and applicable expenses, if any. **Client shall make payment to CoreMedical within fifteen (15) days after receipt of the applicable invoice.** In the event that Client shall fail to pay any invoice in a timely manner, Client shall pay interest on the unpaid balance of any invoice at a rate of the lesser of (i) eighteen (18%) percent per annum or (ii) the maximum interest rate allowed by applicable law from the date due of any amounts invoiced by CoreMedical hereunder. Client shall further be responsible for reimbursing CoreMedical for any and all costs, including reasonable attorney's fees, incurred by CoreMedical in connection with the collection of any amounts due from Client under this Agreement. CoreMedical may suspend the assignments of any Professionals during any period that any amounts due from client are not paid by their due date and remain outstanding. In the event CoreMedical presents a candidate to Client for any position, Client agrees to pay CoreMedical a placement fee equal to \$25,000.00 if that candidate is hired or engaged in any capacity by Client, either directly or through any other placement or staffing agency, at any time within the two (2) years immediately following the date of submission by CoreMedical.

Client agrees not to disclose CoreMedical's fees to CoreMedical's Professionals or to any of Client's personnel not responsible for financial decisions.

3. **SOLICITATION OF EMPLOYMENT.** During the term of any Assignment Confirmation, and for a period of two (2) years after the end of the Assignment Confirmation, Client agrees not to, directly or indirectly, either on its own behalf or through any other placement agency, solicit or attempt to solicit for employment, or hire or engage in any manner any Professional provided by CoreMedical hereunder or to solicit or influence any Professional to terminate or curtail his or her relationship with the CoreMedical unless CoreMedical shall consent to the same in writing. In the event that Client hires any Professional in violation of this Section 3, Client shall immediately, on demand, pay CoreMedical a reassignment fee in the amount of \$25,000.00. This Section 3 shall survive any termination of this Agreement.

4. **TERM/TERMINATION.** This Agreement shall be effective when signed by both parties and thereafter shall remain in effect until terminated by either party by providing thirty (30) days prior written notice (as provided herein). Each Assignment Confirmation shall be effective when signed by both parties, and thereafter shall remain in effect until terminated (i) as provided in the applicable Assignment Confirmation, or (ii) as provided in paragraph 1.3. Termination of this Agreement shall in no way relieve either party of its duties or obligations incurred pursuant to such Assignment Confirmation prior to termination thereof. Either party shall further have the right to terminate this Agreement upon written notice to the other party if the other party breaches or is in default of any obligation hereunder which default is incapable



of cure, or which, being capable of cure, has not been cured within thirty (30) calendar days after receipt of written notice of such default or such additional cure period as the non-defaulting party may authorize in writing. Either party may also regard the other party in default of this Agreement and may terminate this Agreement by written notice to the other in the event such other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition for bankruptcy, suffers or permits the appointment of a receiver for its/her business or assets or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign. In the event of any failure to pay any amounts due hereunder or other breach of this Agreement by Client, CoreMedical may suspend the performance of services by any or all Professional(s) until Client has cured such default.

5. **TERMINATION OF PROFESSIONALS.** Client agrees that CoreMedical will not be liable to Client for any loss, damage or cost incurred by Client as a result of the failure of CoreMedical's Professionals to complete any Assignment Confirmation. CoreMedical shall not be responsible for any failure or delay in providing, or continuing to provide, Professionals to Client under this Agreement if such failure or delay is due to labor disputes, strikes, fires, riots, war, acts of God, voluntary termination by such Professionals, or any other acts, causes, or occurrences beyond the control of CoreMedical. Except for claims covered by insurance maintained by Core Medical hereunder for which Core Medical's liability shall be capped at the amount of the available coverage for the claim, CoreMedical's liability for damages with respect to any Assignment Confirmation, regardless of the form of action, shall not exceed the total amount paid to it for services rendered by CoreMedical's Professionals pursuant to such Assignment Confirmation. CoreMedical shall not be liable for any lost profits, loss of opportunity, loss of data, or for any special, indirect, or consequential damages, nor for any claim or demand against the Client by any other party. No action, regardless of form, arising out of the services under this Agreement or with respect to any Assignment Confirmation, may be brought by either party more than one (1) year after the cause of action has accrued, except that an action for non-payment may be brought within one (1) year of the date of the last payment.

6. **INDEMNITY.** To the fullest extent permitted by law, Client and CoreMedical agree to indemnify, defend and hold each other harmless including its stockholders, officers, directors, employees, managers, members, agents, affiliates and subsidiaries from and against any and all claims, losses, damages and expenses of any nature, including but not limited to, attorney's fees and other costs, arising out of or resulting in whole or in part from (i) any violation or breach of this Agreement by Client or its officers, directors, managers, employees, servants or agents; (ii) the relationship by and between the Client and the each Professional assigned to Client under this Agreement; and (iii) the act, failure to act, omission or conduct of any Professional assigned to Client hereunder.

7. **CONFIDENTIALITY.** Each of Client and Core Medical acknowledges and agrees that the terms and conditions of this Agreement, including, without limitation, CoreMedical's rates and fees, are confidential, and each of client and CoreMedical agrees to treat and cause to be treated the same as confidential information, shall limit access to such confidential information to their employees who reasonably need to have access to such information, and shall, except as required by applicable law or lawful subpoena or other order of a court or governmental agency, neither disclose the same to any third party nor use such confidential information, except at the direction of to the extent necessary under this Agreement. Client specifically covenants and agrees not to disclose any of Core Medical's rates to any other party including, without limitation, any other healthcare facility or Professional assigned hereunder.

8. **NOTICES.** For purposes of this Agreement, notices and communications provided for and permitted to be given hereunder shall be deemed to be duly given if sent by (i) email, telex, telecopier, facsimile transmission, (ii) overnight courier or (iii) mailed by the U.S. Post Office via Certified Mail Return Receipt Requested, postage prepaid, to the parties at their addresses set forth below or at such other address as either party may designate in writing as its address from time to time:

If to CoreMedical, to:
CoreMedical Group
Attention: Jo A. Newell
355 South Willow St Suite 128
Manchester, NH 03103
Fax: 866-420-1055

If to Client, to:



9. **NO WAIVER.** Any failure by either party hereto to enforce at any time any term or condition under this Agreement shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition of this Agreement.

10. **ENTIRE AGREEMENT.** This Agreement and the Assignment Confirmations constitute the entire Agreement between CoreMedical and Client; and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

11. **TITLES.** The titles to the paragraphs of this Agreement are solely for the convenience of the parties, and are not an aid in the interpretation of this Agreement.

12. **GOVERNING LAW, JURISDICTION, AND VENUE.** This Agreement is governed by the law of the State of New Hampshire regardless of the choice of law rules of that state or any other state. Each of Client and CoreMedical agree that each of them is subject to personal jurisdiction in the State of New Hampshire, and each hereby waives any right to assert that it is not subject to jurisdiction in that state. Each of client and CoreMedical also agrees that the sole and exclusive jurisdiction and venue for any action arising out of or related in any way to this agreement is in the state or federal courts sitting in the State of New Hampshire.

IN WITNESS WHEREOF, the undersigned, by their authorized representatives, have executed this Agreement as of the day and year first set forth above.

For and on behalf of:

CMG CIT Acquisition, LLC d/b/a CoreMedical Group

Address: 655 South Willow St. Suite 128 Manchester, NH

By: Aram Hampoian

Title: CEO

Date: _____

Signature: _____

For and on behalf of:

Client Name: Quincy Anesthesia Associates

Address: 1005 Broadway

Quincy, IL 62305

By: Joseph V. Meyer, MD

Title: President QAA

Date: 9/3/20

Signature: Joseph V. Meyer, MD



EXHIBIT A
FORM OF ASSIGNMENT CONFIRMATION

Pursuant to that certain Master Service Agreement (the "MSA") between CMG CIT Acquisition LLC d/b/a CoreMedical Group ("CoreMedical") and _____ ("Client"), dated as of _____, 20____, this Assignment Confirmation sets forth the agreement of CoreMedical and Client for the assignment of the following Professional to work at Client's facility located at _____ on the terms set forth below. This Assignment Confirmation and the assignment hereunder shall be governed solely by the terms and conditions set forth in the above referenced MSA:

ASSIGNMENT SPECIFICS:

Name of Professional: _____

Assignment Terms: _____

Shift Assignment(s): _____

Client Facility Location(s): _____

Description of Services to be provided: _____

Rate Schedule:**	Hourly Rate
Regular Rate Weekday	\$XX.XX
Regular Rate Weekend	\$XX.XX
Overtime Rate Weekday	\$XX.XX
Overtime Rate Weekend	\$XX.XX
Holiday Rate Weekday	\$XX.XX
Holiday Rate Weekend	\$XX.XX
On Call Rate Weekday	\$XX.XX
On Call Rate Weekend	\$XX.XX

****Note: Regular Rates (Day refers to a/an x hour day)**

EXPENSES: For this assignment, the following outlines the authorized expense arrangements for which CoreMedical will coordinate with the Client and make on behalf of the physician:

- ___ Airfare (Roundtrip Coach Level Fare)
- ___ Hotel (Hampton Inn or equivalent)
- ___ Housing (Describe _____)
- ___ Rental Car (Midsize/Standard as local transportation)
- ___ Tolls/Parking/Other
- ___ Mileage (at IRS Approved Reimbursement rate if Physician uses personal vehicle)

SPECIAL CONDITIONS OR TERMS:

CONFIDENTIALITY: The terms set forth herein and the agreement, including but not limited to the regular rates, overtime rates, holiday rates, on call and call back rates are confidential. Client shall not disclose this information to any other party including the Assigned physician or any other facility.

The client has read, understands and agrees to the terms and conditions set forth in this confirmation. Please sign below and fax to CoreMedical Group at 866-420-1055