

Independent Healthcare Provider Services Agreement

Effective Date

(“Effective Date”), by and between

Contractor

(“Contractor”), a licensed physician or healthcare professional, and INTEGRITY HEALTHCARE LOCUMS, LLC, d/b/a INTEGRITY LOCUMS, a Delaware limited liability company (“Integrity”). **WHEREAS**, Integrity is a locum tenens professional staffing company that arranges temporary placement of licensed physicians and healthcare professionals with hospitals and other medical facilities (“Clients”); and **WHEREAS**, Contractor desires to have Integrity arrange his/her such temporary placement(s) with Clients under the terms and provisions set forth herein (the “Assignment”). **NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Contractor and Integrity agree as follows:

1. PROCEDURE

- a. Contractor shall provide Integrity with current copies of his or her curriculum vitae, all state licenses and certifications and credentialing, and at least three (3) written references that speak to his or her qualifications and clinical skill. Thereafter, Contractor shall provide any other information pertinent to this Agreement or to a specific Assignment requested by a Client or Integrity.
 - b. Contractor hereby consents to the performance of a drug screening and criminal background check and agrees that the results thereof may be shared with the Client.
2. Integrity shall present Contractor’s curriculum vitae and other pertinent information to appropriate Clients and, upon receiving written notice that Contractor is acceptable to a Client, shall so advise Contractor. Contractor shall confirm availability and provide verbal consent to Integrity. Contractor retains the right to decline placements offered, but verbal acceptance shall be binding upon Contractor.
3. Once Contractor’s verbal acceptance is received, Contractor will receive a Candidate Confirmation Letter (“Confirmation”) setting forth the dates and location of the Assignment, name of the Client, hourly rate of pay, the work schedule and other relevant information relating to the Assignment.

4. RELATIONSHIP OF THE PARTIES

- a. **Independent Contractor.** The relationship created by this Agreement is that of independent contractor. Neither party shall act as a partner, agent, representative or employee of, or in joint venture with, the other, and, except as specifically authorized by this Agreement, neither shall have the authority to bind the other contractually or otherwise.
- b. **Control over Method of Providing Services.** The parties acknowledge that Integrity will not participate in any manner in matters relating to Contractor’s patient care or the provision of his/her professional medical services and will not exercise any control of any nature over the means or manner by which Contractor provides services or reaches medical decisions, which decisions and provisions of care shall be made and provided solely and exclusively by Contractor and Client. Contractor shall exercise independent judgement and control over the provision of services.

5. SERVICES: The services of Contractor under this Agreement shall include:

- a. The provision of competent medical services in accordance with Contractor’s professional training and the application of his/her particular skill and knowledge, to Client(s) at Client(s)’ facilities as may be agreed upon and set forth in the Confirmation with respect to the particular Assignment, according to the standards of practice among members of the same health care profession in which Contractor is to perform services.
- b. Cooperate with reasonable Client requests in order to assure continuity of care and other medical protocols.
- c. Maintain appropriate records in accordance with the standards set forth by the Client, and fulfill all charting requirements within the required time, including all dictation, progress notes, histories, physicals, and other chart documentation relating to clinical care. Failure to complete and deliver records or timely chart as set forth herein shall be a material breach of this Agreement and Contractor expressly agrees and understands that time is of the essence with respect to these obligations. Contractor agrees that payments otherwise owed to Contractor hereunder may be withheld pending successful completion of these tasks. Contractor further acknowledges that if these tasks are not completed within a reasonable time, or if requested corrections are not made within a reasonable time, Contractor’s privileges may be terminated or revoked, which action could have significant impact on Contractor’s future credentialing and job opportunities.
- d. Complying with all Client billing requirements.
- e. Immediately notify Integrity in writing of any malpractice claim made, any issue or incident which has the potential to lead to a malpractice claim or a disciplinary action against the Contractor, or any other incident, claim or lawsuit or potential claim or lawsuit involving or potentially involving Contractor, irrespective of whether related to work performed pursuant to an Assignment hereunder or related to services or work otherwise performed by Contractor at anytime and anywhere.
- f. To otherwise abide by the terms and provisions of this Agreement and the Confirmation.
- g. To comply at all times with the Health Insurance Portability Act of 1996 (“HIPPA”) and any and all other applicable State and Federal Laws and Regulations.

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6. REPRESENTATIONS OF CONTRACTOR

- a. Contractor represents and warrants that his or her license(s) are current, active and in good standing. It is the Contractor's obligation to maintain his or her license(s) and credentials in good standing throughout the duration of each Assignment. If at any time during an Assignment, Contractor's license or credentialing is suspended, limited or revoked, Contractor shall immediately notify Integrity in writing of such occurrence.
- b. Contractor represents and warrants that the contents of his or her curriculum vitae and other personal information provided to Integrity are true and correct.
- c. Contractors represents and warrants that he or she is capable, competent, and qualified to provide services to be provided to a Client in an accept- ed Assignment.

7. PAYMENT

Integrity will pay Contractor for each week of the Assignment (the "Cycle") in accordance with the hourly rate set forth in the Confirmation, conditioned upon the following:

- a. With respect to regular time, Integrity must receive expense and time sheets signed by Contractor and approved by Client by the close of business on the Friday of the Cycle, and payment will be made for that Cycle on the next following Friday.
- b. With respect to overtime, it is understood that approval by the Client may have a longer turnaround time, and Contractor will be paid for such over-time on the Friday following the Friday of the week that the Client approval is received by Integrity.
- c. Should the Client cancel the Assignment within thirty (30) days in advance of the date on which the Assignment is to start, Contractor will not be entitled to any payments or other compensation hereunder.
- d. Given that Contractor is an independent contractor, Integrity does not pay or provide for social security, workers' compensation, unemployment insurance or health insurance.
- e. An IRS Form 1099 will be issued to Contractor for income tax reporting purposes. Contractor shall be responsible for the payment of income tax, social security, Medicare, self-employment tax, and all other federal, state, and local taxes due with respect to the compensation paid to Contractor hereunder. If, despite the fact that Contractor is an independent contractor, state or local law imposes withholding obligations on the payer, the parties will cooperate to ensure compliance with such laws.
- f. For States Requiring Withholding: Certain States, including but not limited to California, require the withholding of State income tax at a certain stated percentage of all compensation paid to nonresident independent contractors performing services in that State. The tax withholding and gross compensation paid on the assignments in a State requiring withholding will be reported in accordance with that State's reporting requirements to the Contractor and to the State.
- g. Contractor shall not collect any fees or other payments from patients. Client is entitled to all such fees generated as a result of Contractor's services. Contractor agrees to promptly cooperate with reasonable Client requests to facilitate payment to Client of such fees, and to provide reasonable documentation required by Client to effectuate assignment of billing rights.
- h. Integrity may, in its sole discretion, at any time and from time to time, set off and withhold from any amounts otherwise payable to Contractor pursuant to this Agreement any amounts withheld by Client due to dissatisfaction with Contractor or other reasons related solely to the Contractor and/or his or her performance, or as necessary to satisfy all or any portion of any outstanding obligations of Contractor to Integrity or to Client. Contractor understands and agrees that, should this occur, Contractor shall not have a claim against Integrity for its portion of the unpaid amounts.
- i. Should the arrangement between Client and Integrity provide for Client to pay Contractor directly, such agreement shall be set forth in the Confirmation and shall supersede the provisions herein. Such arrangement requires the written agreement of Integrity.

8. HOUSING AND TRAVEL

- a. Unless otherwise provided in the Confirmation, Integrity will provide, at cost, either by reimbursement to Contractor or direct payment or as otherwise made by arrangement with Client, the following to Contractor: (a) round trip transportation to the Assignment; (b) local transportation within the community where the Assignment is located, including reasonable gas charges; and (c) reasonable housing accommodations, which contemplates standard amenities and utilities. Contractor is responsible for all other personal expenses including telephone service, laundry and dry cleaning, meals and any other charges not agreed upon herein or in the Confirmation.
- b. Contractor agrees that his or her right to occupy housing provided hereunder is limited to the duration of an Assignment and agrees to promptly vacate such housing upon the conclusion or the termination of the Assignment.
- c. Reimbursement requests shall be submitted with backup receipts, bills, or invoices within thirty (30) days of the expense being incurred.

9. PROFESSIONAL LIABILITY INSURANCE

- a. Unless otherwise agreed as set forth below, Integrity shall facilitate professional liability insurance coverage for the Assignment(s) to Contractor in the amount of \$1,000,000 per claim with a \$3,000,000 annual aggregate, unless higher or lower limits are required by applicable state or local law for claims of medical malpractice that may occur as a result of Contractor's provision of services hereunder. The coverage will apply for each Assignment regardless of when a claim is made and will include an Extended Reporting Endorsement ("tail coverage") in the event of any lapse of cancellation of the policy. This coverage applies only to agreed-upon services provided during this Agreement and is subject to policy conditions.
- b. Integrity's obligation to facilitate professional liability insurance is conditioned upon Contractor providing complete and accurate information relating to licensing, credentials, capabilities, and other material information. If Integrity discovers any misrepresentations or omissions of material information by Contractor, Integrity shall have no obligation to provide coverage to Contractor.
- c. Contractor agrees to fully cooperate in the defense of any malpractice action.
- d. Should the Client wish to cover the Contractor under its professional liability insurance policy, that policy will be the primary, non-contributory policy and must include a waiver of subrogation.

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10. INDEMNIFICATION

Contractor is responsible for his or her own medical decisions and actions and hereby indemnifies Integrity, and holds it harmless, from any losses, damages, liabilities and expenses not covered by the professional liability insurance that are incurred due to, arising out of, or in connection with, the Contractor rendering or failing to render medical services during the term of this Agreement, including claims that Integrity's negligence in whole or in part caused the loss.

11. NON-COMPETITION

Contractor agrees that Integrity has provided a valuable service in locating and introducing Clients to Contractor and that it has legitimate business interests related thereto. Contractor agrees that during the term of this Agreement, and for a period of two (2) years thereafter, he or she:

- a. will not provide locum tenens or other temporary services to Clients for whom Contractor performed services at the same worksite facility, or to Clients to which he or she was introduced to perform services at that worksite facility by Integrity, unless such locum tenens services are furnished through Integrity or Integrity agrees in writing.
- b. will not accept any permanent position with a Client for whom Contractor performed services hereunder at the same worksite facility, unless Integrity agrees in writing thereto.
- c. It shall be a condition prerequisite to obtaining the agreement of Integrity as set forth in (a) or (b) above, that either Client or Contractor pays Integrity the required placement fee as set forth in the agreement between Client and Integrity.
- d. Contractor agrees to immediately advise Integrity upon the offer of a locum tenens, temporary or permanent position with a Client for whom Contractor performed services under this Agreement.

12. CONFIDENTIAL INFORMATION

Contractor shall not, either during the term of this Agreement or thereafter, disclose or deliver to anyone, or use in any way other than in Integrity's business, any confidential information or material relating to Integrity's business. In this context, confidential information is information and knowledge which is not available to the general public and includes but is not limited to Integrity's Clients list and Client contacts and other client related and billing related information.

13. TERMINATION OF AGREEMENT

- a. Integrity may terminate this Agreement, or any Assignment, at any time without notice or liability for the following reasons:
 - i. Contractor's breach of any duties or obligations under this Agreement or the Confirmation which cannot be cured or, if curable, which is not cured within five (5) days of the delivery of a notice of breach by Integrity.
 - ii. The denial, revocation, suspension, or surrender of Contractor's license or his or her privileges at any involved healthcare facility.
 - iii. Failure to complete the Integrity application process and provide all required documentation.
 - iv. Upon discovery that Contractor is not insurable under Integrity's professional liability insurance policy and/or does not otherwise meet Integrity's application standards.
 - v. Upon discovery that Contractor has provided incomplete or inaccurate information to Integrity.
 - vi. Any negative material changes in information relating to Contractor's fitness for the position or otherwise provided to Integrity for purposes of professional liability insurance or capability to perform.
 - vii. Any disciplinary actions brought against Contractor by any federal, state or local board or agency related to competence or his or her ability to perform services hereunder.
 - viii. Upon a Client's request for removal of a Contractor for a justified cause, including but not limited to issues relating to professional competence or integrity.
 - ix. Upon Integrity's reasonable determination that Contractor has conducted himself or herself in an unacceptable or unprofessional manner or has otherwise failed or refused to faithfully and/or diligently perform his or her duties in accordance with the highest professional and ethical standards.
- b. Contractor may terminate this Agreement or any Assignment at any time without notice or liability for the following reasons:
 - i. Integrity's failure to pay undisputed compensation or reimbursement owed to Contractor within a reasonable time.
 - ii. Contractor becoming incapacitated or otherwise physically unable to perform services required beyond reasonable short-term illness, a life-threatening medical condition to Provider or immediate family member. Integrity shall have the right to require written verification of Contractor's condition from a medical professional.
- c. Either Integrity or Contractor may terminate this Agreement for any reason by giving written notice thirty (30) days prior to the termination date.
- d. If Contractor terminates or cancels an Assignment other than as set forth in (b) and (c) above, Contractor shall be responsible for payment of any nonrefundable expenses and fees incurred by Integrity in connection with the terminated or cancelled Assignment, including but not limited to security deposits, nonrefundable airfare, penalties for early cancellations, as well as any loss of revenue resulting from that cancellation or termination.
- e. Upon termination or cancellation, Contractor shall be entitled to payment for services performed through the date of termination or cancellation. Integrity may, however, set off against such amounts any amounts due and owing from Contractor, as set forth in 7(f) and 13(d) above. Integrity shall not be obligated to pay Contractor for any scheduled services not actually performed by Contractor.

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14. DISPUTE RESOLUTION

- a. Any dispute or disagreement arising out of or relating to this Agreement or the relationship between Integrity and Contractor shall be resolved by binding arbitration conducted by American Arbitration Association ("AAA") in Dover, Delaware, under the Commercial Arbitration Rules. The award of the arbitrator may be entered and enforced in any court of competent jurisdiction.
- b. Other than as set forth above, each party hereby waives any claim for consequential or punitive damages. Damages awarded to Contractor shall not exceed three (3) days of compensation in accord with the hourly rate set forth in the Confirmation of the Assignment at issue.
- c. The prevailing party in arbitration and/or litigation proceedings hereunder shall be entitled to recovery of its attorneys' fees and costs incurred therein, including in any appeals.

15. GENERAL PROVISION

- a. **Notices.** Any notices required to be given under this Agreement shall be in writing and sent to Integrity at the address shown at the end of this Agreement, and to Contractor at the address shown on Contractor's application with Integrity.
- b. **Entire Agreement.** This Agreement, together with the Confirmation, constitutes the entire agreement between Integrity and Contractor, and may not be amended, altered, modified or revised except in writing signed by both parties.
- c. **Binding Effect.** This Agreement shall be binding upon the Parties, their heirs, personal representatives, successors and assigns.
- d. **Severability.** If any provision herein shall be deemed invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision of this Agreement.
- e. **Choice of Law.** This Agreement shall be construed under and in accordance with the laws of the State of Delaware.

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By signature below, the parties hereto agree to abide by the terms and conditions of this Agreement set forth above.

Contractor Signature:**Date:****Printed Name:****Federal Tax I.D. or Social Security #:****Integrity Locums Signature:****Date:****Printed Name/Title**