



Agreement for Medestar Contracted Providers

This agreement (“**Agreement**”) between THMED, LLC d/b/a Medestar (“**Medestar**”), a Delaware Limited Liability Company and _____ (“**Provider**”) shall be effective as of _____ (“**Effective Date**”).

WHEREAS; Medestar contracts with third party healthcare facilities (“**Client**”) to arrange for medical services to be provided on a Locum Tenens basis; and,
WHEREAS; Provider desires to provide medical services to Medestar’s Clients on a Locum Tenens basis (“**Assignment**”); therefore,

In exchanged for good and valuable consideration, the sufficiency of which is acknowledged by Medestar and the Provider (“**Party**” or “**Parties**”) the parties agree as follows:

Payments and Expenses:

- 1.1 Provider Rates:** Medestar will act as a staffing agency to facilitate the negotiation of hourly rates between Provider and Client and for each. Rates may include any of the following, but none are guaranteed on any given assignment, Daily Rate, Hourly Rate, Overtime, Call Back, Pager, Holiday, or others as agreed. Medestar shall confirm all Rates in a confirmation letter sent to the Provider prior to an assignment beginning. Provider shall notify Medestar, according to the timeline stated in the confirmation letter, of any perceived error in the rates in the confirmation letter. If no such notice is given by the Provider, the rate in the confirmation letter will be deemed accepted when the Provider starts the assignment.
- 1.2 Timesheets:** Provider will submit a timesheet, which has been signed by the Client, to Medestar by the deadline stated in the confirmation letter. If the Provider submits a timesheet after the deadline for submission, Medestar will issue the payment during the next regularly scheduled payroll cycle.
- 1.3 Transportation:** Medestar will use its best efforts to ensure the Client provides round trip travel for each assignment, including local transportation for the duration of assignment. Medestar shall not be obligated to reimburse for travel expenses which are not approved by Client prior to the Provider’s purchase, or that the Provider arranges other than through Medestar.
- 1.4 Housing:** When required, and when not included in an all-inclusive rate, Medestar will provide reasonable housing accommodations on behalf of Client while Provider is either on, or en route to an assignment, in accordance with the terms stated in the confirmation letter. Provider will be responsible for all personal expenses including but not limited to meals and incidental expenses. If an all-inclusive rate has been negotiated by Provider and Client, Provider and not Medestar shall pay for housing.
- 1.5 Release and Authorization:** Provider shall review and sign Medestar’s Release and Authorization which permits Medestar to release any information required for privileges relating to an assignment, including potentially confidential and protected information. Medestar will use good faith efforts to prevent any errors in reproduction, presentation, and disclosure of all such information. Provider shall release and hold Medestar harmless from all liability for any such errors made without willful misconduct on the part of Medestar, its Agents, Employees, or Clients.
- 1.6 Hospital Privileges and Licensure:** Provider agrees to provide accurate information in a timely manner to Medestar and Client to complete required privileging and/or state licensure applications. Medestar shall assist Provider in obtaining necessary documentation. As a part of hospital privileges, Provider may be required to submit to drug screening. Provider will not be required to pay for any costs relating to obtaining necessary privileges relating to an assignment.

Provider Duties:

Provider Initials _____

- 2.1 Insurance:** During the Term of this agreement, Medestar shall facilitate at its expense, professional liability insurance for professional services rendered by the Provider under this agreement in the amount of at least \$1,000,000 for each occurrence with a per annum aggregate limitation of \$3,000,000 unless Provider is eligible and enrolled in a State Compensation fund that mandates lower limits of liability. Medestar has secured and will continue to secure claims-made coverage and prior acts coverage. Medestar will purchase tail coverage in the event of any lapse or cancellation of the policy. The insurance facilitated by Medestar applies only to agreed-upon services provided by Provider during an Assignment. Medestar will not facilitate liability insurance for these limits unless and until Provider has signed and returned this Agreement to Medestar. Provider further acknowledges that Medestar will not provide malpractice insurance coverage for any assignment that is not preapproved and arranged by Medestar, including dates at a Client where the Provider has previously provided services for Medestar.
- 2.2 Standard of Care:** Provider shall provide medical services to patients of Client according to the bylaws and standards of practice among members of the same health care profession with similar training and experience in the community in which Provider performs services.
- 2.3 Billings:** Provider shall assign all billings for services rendered by Provider to the Client for which Provider performs services, and agrees that all billings for services rendered shall be processed, handled, and remain the property of any such Client. Provider agrees to assist Client in billing and collection procedures including but not limited to furnishing all information requested by Client. Provider agrees to grant the Client authority to endorse and deposit all checks and other items related to billing that may be made payable to Provider with respect to services rendered by Provider. Provider agrees to deliver to any bank or other financial institution designated by any such Client written evidence of the endorsement authority granted herein.
- 2.4 Records:** Provider shall maintain appropriate medical records in accordance with the standards and the time period set by the medical facility for which Provider renders services under this agreement and agrees that such records shall remain the property of such facility. Provider agrees to complete all dictation for all progress notes, histories, physicals, and chart documentation prior to leaving the assignment as required by Client, and to comply with all other applicable policies and procedures of Client. Provider understands and agrees that the Client has, at its discretion, the right to hold payment if such documentation is not completed upon assignment's end.
- 2.5 Services:** Provider agrees to devote full professional efforts while on assignment to provide medical services for Client. Provider shall not compete with Medestar's interests while on assignment. If Provider is requested to perform additional responsibilities for Client, affiliate of Client, or worksite of Client not covered under specific assignment, or Client refers Provider to any other facility for the benefit of the Client, Provider will not accept such additional dates or responsibilities without prior authorization from Medestar. If Provider accepts such assignment without prior approval from Medestar, Provider agrees that the assignment will be deemed to have been arranged by Medestar, and that Medestar shall be entitled to collect the recruitment fee as stated in Section 3.4 herein.
- 2.6 Limitations:** Neither party shall be liable for damages or default in performing its respective obligations under this agreement if such is out of either parties control, including government restrictions, flood, fire, strikes, or acts of thirds parties. Each party shall keep the other informed at all times concerning matters causing the delay or work stoppage.
- 2.7 Confidentiality:** Provider agrees that the terms of this agreement are confidential and shall not be disclosed to third parties.
- 2.8 Notification of Disciplinary Action:** Provider agrees to notify Client and Medestar immediately of any disciplinary or quality assurance proceedings involving Provider, including but not limited to: licensing boards, quality assurance committees, hospitals or other medical entities, medical societies, or claims of suits. Provider shall immediately notify Client and Medestar in the event any such proceedings are pending or are instituted, regardless of whether Client or Medestar may be identified as parties to the suit at any point.
- 2.9 Notification of Litigation:** Provider shall immediately notify Client and Medestar in writing of any potential or actual malpractice claims involving Provider, whether such claim took place before or during this agreement or related to services in connection with this agreement. Provider shall notify Client and Medestar immediately and in writing of any situation relating to services provided under this agreement that Provider has any reason to believe may lead to a malpractice claim. Provider understands and accepts that failure to comply with these

Provider Initials _____

terms may invalidate the malpractice liability insurance provided under this agreement. Such failure to notify could lead to Provider being eliminated from Medestar's eligible roster.

2.10 Notifications: All notices by Provider shall be in writing to Medestar via certified mail, or by another method mutually agreed to by each party for the specific communication contemplated.

General Terms

3.1 Term: This agreement shall begin on the effective date and shall continue until terminated as set forth in this agreement or until a new agreement is entered into between Provider and Medestar.

3.2 Termination: Either party may terminate this agreement and Provider or Client may terminate any assignment with or without cause by providing at least a 30 day written notice prior to the cancellation of assignment. Provider agrees to provide Locum Tenens services at the location designated by Client during the entire notice period. Neither Medestar nor Client shall be obligated to pay Provider for any scheduled period for services not actually performed by Provider during such period.

3.2.1 This agreement may be terminated by Medestar, at its discretion, without prior notice to Provider upon the occurrence any of the following events:

- a) Provider becomes disqualified to practice medicine in any state or Provider's license or hospital privileges are revoked, suspended, or restricted, whether voluntarily or involuntarily.
- b) Client in which Provider provides services requests that provider be removed for reasons alleged or actual, relating to competence or professional conduct.
- c) Provider fails to qualify or becomes ineligible for coverage under the terms of Medestar's malpractice insurance policy.
- d) Provider fails to perform the duties required by this agreement, violates its terms, or refuses to cooperate with Medestar.
- e) Medestar determines that Provider provided false or misleading information, or omits relevant information on Provider application materials.

3.2.2 If Client fails to meet financial obligations to Medestar for services performed by Provider, Provider understands that assignments may be canceled. Under no circumstances will Medestar be obligated to pay for services for which Medestar has not received payment from Client. Provider will not be entitled to payment for any scheduled services not actually performed; however, Medestar will use its best efforts to collect amounts due to Provider for up to thirty days of a canceled assignment when a Client does not provide a minimum thirty day notice of cancellation, other than for cause.

3.3 Non-Solicitation: During the term of this agreement and for a period of 2 years after this agreement is terminated for any reason, Provider shall not solicit or make any offer to become employed by, involved or affiliated with, directly or indirectly, any Client of Medestar whose need for coverage was disclosed to Provider by Medestar or to facility Provider provided services pursuant to this agreement unless otherwise agreed to in writing by Medestar.

3.4 Recruitment: If during the 2 year period after the later of the date that Medestar presents an opportunity with a Client to Provider; or, Provider ceases to provide services to Client under this agreement, Provider shall notify Medestar within ten days if Provider accepts a permanent position or locum tenens assignment with Client, Client affiliate, or Facility where Provider's service was performed, or to whom Client refers Provider for the Client's benefit, Provider agrees that the Client shall be responsible for paying a reassignment fee and in the event the Client or another responsible third party refuses to pay such reassignment fee, Provider will either refuse the offer, or pay a reassignment fee of \$30,000 to Medestar plus any attorneys fees incurred in the collection of such amounts.

3.5 Independent Contractor Status: Medestar acts as a staffing agency for Client and Provider and is not an agent or employee of either party. Medestar is not licensed to practice medicine and shall not influence or direct Provider's professional medical judgment. Provider is an Independent Contractor of Medestar and shall exercise independent professional judgment within the scope of their abilities and shall notify Medestar and the Client if at any time they are being requested to work beyond the scope of their professional skills. Medestar and the Client will cooperate to have the Provider reassigned to an area that is appropriate for their skills, but if such reassignment is not available, the assignment may be cancelled without requiring a thirty day notice or additional compensation to the Provider. Providers can report any concerns with the scope of their practice, or reassignment to Medestar according to the Medestar's Complaint Reporting Policy.

Provider Initials _____

- 3.6 Taxes and Benefits:** As an Independent Contractor, Provider shall not have any claim against Medestar or a Client, and neither Medestar nor a client shall provide health insurance, worker's compensation or unemployment benefits to Provider. Additionally, Medestar shall not make or withhold state or federal tax payments unless required to do so by law. Medestar shall deliver Form 1099 to Provider annually within the time required by law.
- 3.7 Indemnification:** Provider hereby indemnifies Medestar, and shall hold Medestar harmless from any losses, damages, liabilities, and claims not covered, paid, or reimbursed by Medestar's medical malpractice policy that are incurred by Medestar arising out of, or as a result of, Provider rendering or failing to render medical services during the term of this agreement.
- 3.8 Governing Law:** This agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. Exclusive jurisdiction and venue of any dispute or legal action relating to this agreement shall lie in the state or federal courts of Dallas County, Texas.
- 3.9 Amendments:** Any and all changes to agreement shall be agreed to, approved, and signed by both parties including both party's signatures.
- 3.10 Severability:** Each party acknowledges and agrees that each provision of this agreement shall be enforceable independently of the other. In the event, any provision is determined to be unenforceable for any reason, the parties agree to substitute a comparable provision dealing with the same subject matter that mimics the effect and intent of the unenforceable provision to the maximum extent of permissible law.
- 3.11 General Policies:** Provider agrees that performance under this agreement shall be performed in accordance with Medestar's Code of Conduct and applicable HIPPA regulations and guidelines. These are available from Medestar on request.

In witness whereof, the parties have executed this agreement as of the effective date.

Medestar

By: _____
 Medestar
 1603 Lyndon B. Johnson Freeway
 Suite 700
 Dallas, TX 75234

Provider

 Name

 Signature

 SSN or Tax ID

Provider Initials _____