

CLINIC EMPLOYMENT, LLC (AVANTIS HEALTHCAR) STAFFING AGREEMENT

This Healthcare Staffing Agreement (“Agreement”) is entered into by and between (collectively referred to herein as “Client”) and Avantis Healthcare. (collectively referred to herein as “Agency”), on for the purposes of using Healthcare Professionals to provide professional services at Client’s facility(ies).

1) **DESCRIPTION OF SERVICES.** Agency will use its best efforts to provide qualified Healthcare Professionals as requested by Client, and in accordance with Client’s specifications, for staffing of Client’s facility (ies). Exhibit A set forth these specific services to be furnished by Agency, together with current fees for these services.

2) **HEALTHCARE PROFESSIONAL QUALIFICATIONS.** Agency will provide Client with qualifications of the Healthcare Professionals presented as candidates including completed Agency application and Agency skills checklist.

3) **ASSIGNMENT DURATION.**

a. Contract Placement

Healthcare Professionals will be placed with Client for assignments of thirteen- (13) week’s duration, unless Client requests an assignment of another duration in advance of the Assignment. Client may extend an assignment by such period of time as may be mutually agreed to by the Healthcare Professional, Agency and Client. Healthcare Professionals confirmed for eight (8) or ten (10) hour shifts. Client will provide Healthcare Professionals a minimum of eighty (80) scheduled hours per each two-week payroll period. The calculation of the guaranteed minimum workweek includes regular and overtime hours but does not include any “on-call” time worked by a Healthcare Professional. In the event a Healthcare Professional does not complete his/her assigned eighty (80) regular hours per payroll period, Client shall make reasonable efforts to allow Healthcare Professional to make-up those hours prior to the end of the Healthcare Professional’s assignment at Client’s facility (ies).

b. Per Diem Staffing

For Per Diem Staff, Client agrees to give a two (2) hour notice of cancellation of shift via phone conversation (not voicemail) to the staffing coordinator or on-call coordinator. If employee is cancelled with less than a two (2) hour notice and arrives for their scheduled shift, Client agrees to keep them for four (4) hours.

c. Permanent Hire Staffing

It is agreed that the Agency will be entitled to a placement fee of twenty percent (20%) of first year salary for any candidate referred by the Agency and hired for any position by Client. All invoices are due within ten (10) days of the start date of the hired employee. Agency may impose a finance charge of eighteen percent (18%) per annum to all outstanding amounts unpaid for thirty (30) days or more. If this rate exceeds the maximum lawful interest amount, the interest due will be the rate permitted by state law. In the event that the must institute legal action to collect any outstanding amounts, Client agrees to pay all of the Agency’s costs of suit, including reasonable attorneys’ fees. The Agency will offer the following guarantee for each candidate presented to and employed by Client: If the candidate/employee service terminates for any reason (except for layoff due to lack of work) within thirty (30) days of date of hire and the terms of this agreement are met. The Agency will provide without charge, one qualified candidate for any original candidate hired. Our guarantee is valid only if we receive full payment of our service fee, within ten (10) days from the employee’s start date. Full refund will be provided should we not be able to provide said suitable candidate within thirty (30) days.

d. Set-Fee

It is agreed that the Agency will be entitled to a placement fee which has been previously negotiated for a set amount of _____ () for each placement request. All invoices are due

within ten (10) days of the start date of the hired employee. Agency may impose a finance charge of eighteen percent (18%) per annum to all outstanding amounts unpaid for thirty (30) days or more. If this rate exceeds the maximum lawful interest amount, the interest due will be the rate permitted by state law. In the event that the must institute legal action to collect any outstanding amounts, Client agrees to pay all of the Agency's costs of suit, including reasonable attorneys' fees. The Agency will offer the following guarantee for each candidate presented to and employed by Client: If the candidate/employee service terminates for any reason (except for layoff due to lack of work) within thirty (30) days of date of hire and the terms of this agreement are met. The Agency will provide without charge, one qualified candidate for any original candidate hired. Our guarantee is valid only if we receive full payment of our service fee, within ten (10) days from the employee's start date. Full refund will be provided should we not be able to provide said suitable candidate within thirty (30) days

4) **FIRST REFERRING AGENCY.** If Agency is the first staffing provider to submit a Healthcare Professional's profile (either verbal or written) to Client for consideration, Client will accept that Healthcare Professional for employment only through Agency. Client shall interview the Healthcare Professional within seventy-two (72) hours of notification and/or provide Agency with two (2) to three (3) dates and times at which Client can interview Healthcare Professional by conference call.

5) **RIGHT TO HIRE.** Following the completion of any Healthcare Professional's contract assignment or extension, Client may hire the Healthcare Professional on a contract to permanent basis per the fee structure described in Exhibit A.

6) **COMPENSATION TO AGENCY.** Client shall have an authorized representative report all hours worked per week by Healthcare Professionals, via timesheets or other agreed upon documentation, by fax or email to Agency no later than the next Monday at noon Eastern Standard Time. Agency will invoice Client for services rendered based on timesheets or other documents as agreed upon and signed by both Client and Healthcare Professional evidencing work performed under this Agreement in accordance with the Schedule of Rates outlined in Exhibit A of this Agreement, plus all applicable state and local taxes which may be payable by Agency, to include but not be limited to sales/use tax, excise tax and gross receipts tax. In cases where Client did not provide the minimum scheduled hours as required in Section 3 above, Agency is authorized to bill for the minimum scheduled hours. Agency may impose a finance charge of eighteen (18) percent per annum to all outstanding amounts unpaid for thirty (30) days or more. If this rate exceeds the maximum lawful interest amount, the interest due will be the rate permitted by state law. In the event that the Company must institute legal action to collect any outstanding amounts, Client agrees to pay all of the Company's costs of suit, including reasonable attorneys' fees.

7) **TERMINATION OF ASSIGNMENT.** Client recognizes that any Healthcare Professional, can only be terminated by Agency. The assignment of a Healthcare Professional will be terminated by Agency after the Client provides in writing, including appropriate documentation, that the Healthcare Professional committed an act of professional negligence, engaged in substance abuse or engages in other conduct that is a breach or neglect of duty. For any reasons other than those listed above, Client can terminate immediately for per diem staff. For 13 week contract assignments Client agrees to give one (1) month written notice of cancellation of any Healthcare Professional once a confirmation has been sent by the Agency. Should Client be unable to provide such one (1) month cancellation notice, Agency reserves the right to bill Client for one (1) month at the regular hourly billing rate. In event of a cancellation, including cancellations with proper notice, Client shall be responsible for any housing and travel costs incurred by Agency as a result of such cancellation. Client shall indemnify Agency for all costs associated with any cause of action claiming wrongful discharge by Client that is brought by any Healthcare Professional.

8) **MEDICARE ACCESS.** In compliance with Section 420.302 (b) of the Medicare regulations, until the expiration of four (4) years after the furnishing of the services provided under this agreement, Agency will make available to the Secretary, United States Department of Health and Hospital Services, the United States Comptroller General, and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of those services.

9) **RELATED ENTITY.** Client understands and acknowledges that Agency may designate additional subsidiaries and affiliates as parties to this Agreement upon provision of written notice to Client. Client further acknowledges and understands that Client shall only have recourse for any and all claims relating, directly or indirectly, to the Agreement, including but not limited to the services performed under this Agreement by a Healthcare Professional, against the particular Agency that is responsible for placement of the Healthcare Professional for the particular assignment of issue. 10) **FLOATING.** Client agrees to float Healthcare Professionals in rotation with Client's own staff and only in accordance with Client's own floating policies as well as the clinical experience of the Healthcare Professionals being asked to float and limited to the Client's facility of original assignment. Client confirms that Client's policies on floating comply with current JCAHO standards, including the provision of an appropriate orientation to the new unit.

11) **NONDISCRIMINATION AND SEXUAL HARASSMENT POLICY.** All parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against healthcare professional or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation or any other status or condition protected by applicable Federal, State or Local laws. Client agrees that it prohibits and will prohibit the sexual harassment of Healthcare Professionals placed pursuant to the terms of this Agreement.

12) **COMPENSATION OF HEALTHCARE PROFESSIONAL AND TIME REPORTS.** Agency has responsibility for all compensation of Healthcare Professionals working at Client's facility (ies) under this Agreement, including payment of wages, tax withholdings, worker's compensation premiums, Social Security and all other obligations imposed on employers by Federal, State and/or Local laws and regulations, as well as the comprehensive benefit program then offered by Agency. If a Healthcare Professional does not report to work for a scheduled shift due to illness or some other reason outside of Client's control, Client will not be billed for these hours. Agency will obtain and keep on file all documentation required by the United States Immigration and Naturalization Service to prove legal status of eligibility to work and reside in the United States.

13) **REGULATORY COMPLIANCE.** Client shall provide training and provisions for personal protective equipment (PPE), engineering, housekeeping and workplace controls, including but not limited to: PPE in appropriate sizes at accessible locations, accounting for hypoallergenic materials as needed, closable, puncture-resistant, leak proof containers readily accessible for sharps; readily accessible hand washing facilities, housekeeping, de-contamination of work sites, and laundering requirements; treatment of staff, to include Healthcare professional, in the event of exposure incidents.

14) **NON-SOLICITATION.** Client agrees, during the term of this Agreement, and for a period of twenty-four (24) months following the termination of this Agreement, they will not solicit, hire or offer employment to Agency's employees or representatives directly or indirectly or through another agency.

15) **INDEMNIFICATION.** Client and Agency agree to indemnify and hold each other harmless against any and all claims, losses, damage or expenses arising from the sole, negligent, or willful misconduct of their respective representatives.

16) **INSURANCE AND SAFETY LAWS.** At Client's request, Agency will provide certificates evidencing worker's compensation, general liability and professional liability insurance coverage. Client accepts responsibility for compliance with all relevant safety and health laws and regulations during the period a Healthcare Professional's assignment under Client's supervision. While Agency will give each Healthcare Professional a safety standards manual relating to safety, universal precautions, occupational exposure to blood borne pathogens, and other safety issues, Client will also provide each Healthcare Professional with all necessary site-specific training and orientation which may be required by Federal, State and/or Local laws or rules. Further, Client will only assign Healthcare Professionals to work in the clinical specialty areas in which they are professionally qualified and oriented to work.

17) **TERMINATION OF AGREEMENT.** Agreement will continue in effect until either party gives the other party thirty (30) days written notice of its desire to terminate. In that event, all Healthcare Professionals currently confirmed for an assignment, or at work on an assignment, will be permitted to

complete their assignments, according to the terms of this Agreement. This Agreement shall automatically renew on the one-year anniversary and the rates will be increased equal to or greater than the cost of living adjustment (equal to the National Consumer Price Index or equivalent index). At any point during the term of this Agreement rates may be renegotiated and must be accepted in writing by both parties.

18) **ASSIGNMENT AND TRANSFER.** Your rights and obligations under this Agreement shall not be transferable, by assignment or otherwise, by you and any purported assignment, transfer or delegation thereof by you shall be void. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, any purchaser of substantially all of Agency's assets, any corporate successor to Agency or any assignee thereof.

19) **DISPUTES.** Should any dispute arise regarding the interpretation or enforcement of the terms of this Agreement, which cannot be resolved to the satisfaction of both parties within thirty (30) calendar days of the initial discussion, such dispute shall be submitted to arbitration for resolution. The parties shall attempt to agree upon a neutral third party to arbitrate the dispute and, should that effort fail request a panel of arbitrators from the American Arbitration Association and select an arbitrator from that list by alternately striking names. A coin toss, or some other acceptable random method, shall be used to determine who shall have the first strike. The panel of arbitrators will be selected from Montgomery, Texas and the hearings will be held in Montgomery, Texas. The arbitration shall take place in accord with the usual rules and policies of the American Arbitration Association and the decision of the arbitrator shall be final and binding upon the parties. Fees of the American Arbitration Association, the Arbitrator's fees and the costs of a court reporter shall be split evenly by the parties. All other costs associated with the arbitration shall be borne by the party incurring the cost.

20) **ENTIRE AGREEMENT.** This Agreement and any attached Documents, represents the entire agreement and understanding of the parties and any modification thereof shall not be effective unless contained in writing signed by both Client representative and Agency CEO. No other document shall be deemed to modify any terms of this agreement unless explicitly stated in writing to do so and signed by both Agency CEO and Client representative. The Client represents they have read and understand the terms of this Agreement, has had an opportunity to ask questions and to seek the assistance of legal counsel, regarding these terms, and is not relying upon any advice from Agency in this regard.

AGREED AND ACCEPTED

[SIGNATURE PAGE]

[CLIENT]

Title _____ Date: _____

Signature _____

Printed Name _____

[AGENCY]

Title _____ Date: _____

Signature _____

Printed Name _____