

RECRUIT WELL

AGREEMENT FOR LOCUM TENENS SERVICES

U.S. LOCUMS, LLC, d/b/a RecruitWell, a Florida limited liability company ("Company"), agrees to provide locum tenens staffing pursuant to the terms and conditions of this Agreement for Locum Tenens Services ("Agreement") and its applicable Confirmation letters. This Agreement is executed on 8/26/2022, which shall be recognized as the effective date.

Client: County of Monterey ("County") owns and operates Natividad Medical Center ("Client"), a general acute care teaching hospital facility located in Salinas, California.

Address: 1441 Constitution Blvd. Salinas, CA 93906

Collectively, the County and Company are referred to as the "Parties."

I. Duties and obligations of Company.

- A. Company will use its best efforts to identify Locum Tenens Contract Providers ("Contractors") acceptable to Client and present Client with detailed information about the available Contractors.
- B. If requested by Client, assist in facilitating interviews with the prospective Contractors.
- C. Company agrees to use its best efforts to assist Client with all Client pre- placement procedures including but not limited to drug test, background checks and certification verification.
- D. Upon verbal acceptance of Contractors by Client, Company shall provide Client with a Client Confirmation Letter ("Confirmation") detailing all aspects of the assignment (the "Assignment"), including dates of coverage, rates and fees to be paid, work site location and other pertinent details. The Confirmation shall be considered an addendum to this Agreement and shall be binding on Client and Company without the need for signature.
- E. In conjunction with Client, arrange travel (airfare, rental car, local transportation) and housing accommodations for the Contractor, to be reimbursed by Client.
- F. Evidence of Coverage.

Prior to commencement of this Agreement, Company shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition Company upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County of Monterey's Contracts/Purchasing Department, unless otherwise directed. Company shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by County of Monterey. This approval of insurance shall neither relieve nor decrease the liability of Company.

Qualifying Insurers. All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County of Monterey's Purchasing Officer.

Insurance Coverage Requirements. Without limiting Company's duty to indemnify, Company shall maintain or cause to be maintained in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover Company and all referred locum tenens Physicians for liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, Company shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Other Insurance Requirements.

All insurance required by this Agreement shall be placed with a company acceptable to County of Monterey and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date Company completes its performance of services under this Agreement.

Each liability policy shall provide that County of Monterey shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Company and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Prior to the execution of this Agreement by County of Monterey, Company shall file certificates of insurance with County of Monterey's contract administrator and County of Monterey's Contracts/Purchasing Division, showing that Company has in effect the insurance required by this Agreement. Company shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Company shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County of Monterey, annual certificates to County of Monterey's Contract Administrator and County of Monterey's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County of Monterey shall notify Company and Company shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Company to maintain

such insurance is a default of this Agreement, which entitles County of Monterey, at its sole discretion, to terminate this Agreement immediately.

- G. If requested by Client, consult and assist Client regarding hiring and compensation package negotiations

Duties and Obligations of Client. Client shall:

- H. Provide a reasonable and accurate job description and work schedule and suitable practice environment for each Assignment. Client agrees to provide clinical and professional direction and oversight over the Contractor.
- I. For each Assignment request (which for purposes of this Agreement shall mean each job request at each Client facility), Agency shall submit Contractors for consideration who have given Agency prior authorization to submit their names to Client for the Assignment. Client shall provide Agency with written proof if Contractor is already known to Client within twenty-four (24) hours of the Contractor's information being provided to Client by Agency, otherwise the Contractor will for all purposes be considered a Company Contractor. For purposes of this Agreement, "already known" shall be limited to circumstances where a Contractor, in the one (1) year preceding Agency's submission for name clearance, had active two-way communication with Client.
- J. Client agrees and understands that it is solely responsible for reviewing the qualifications, experience, malpractice history, credentials and background of Contractor(s) and confirming and evaluating the accuracy of the Contractor(s) qualification, including determining the acceptability and competence of Contractor(s). The ultimate decision to hire the Contractor(s) based on credentials, background and qualifications belongs to Client.
- K. Notify Company within two (2) business days of its acceptance or rejection of a Contractor.
- L. Maintain strict confidentiality of all terms of this Agreement and the Confirmation, including rate structure and fees to any third-party including Contractor presented to Client.
- M. Assist the Contractor in obtaining hospital privileges, with all application and licensing fees and all other costs associated with obtaining hospital privileges to be paid by the Client, including cost of medical testing, drug testing, CRS screenings, DEA Certification and DEA address changes.
- N. Provide appropriate on-boarding, orientation and training to the Contractor as part of paid time prior to the Contractor performing services or seeing patients. Such training shall include, but not be limited to:
 - 1) Training and provision of support resources for client specific on-site and on-line billing, coding and documentation;
 - 2) Orientation and training as to all software and IT systems to be used by Contractor, and identification of Client IT support contacts both during and after regular hours;
 - 3) Electronic Health Records (EHR) orientation;

- 4) Identification of Client contacts for questions or issues that arise during the assignment in any respect;
 - 5) Human Resources/Medical Staff Services orientation, including provision of security codes/instructions needed to access Client facilities, provision of necessary ID badges, instructions on designated parking areas; and general information relating to any rules, regulations or procedures to be followed by Contractor; and
 - 6) On assignments involving oversight (such as Advanced Practice), provide Company delineation of all requirements and expectations relating to any supervisory duties to be assumed by the Contractor.
 - 7) Client must notify Company immediately, and no later than five (5) days after the Contractor's completion of work each week, of any issues relating to that work week, including but not limited to billing and/or coding deficiencies, and must at that time provide Company appropriate MIS and Billing contact information to facilitate any necessary corrective action. Failure by Client to provide the required on-boarding orientation and training to the Contractor, or failure to notify Company within the required five (5) days set forth above, shall waive the Client's ability or right to withhold any payments due to RecruitWell.
- O. Immediately notify Company in writing with respect to any problems experienced with the Contractor during the Assignment and any potential issues that may result in the Assignment being cancelled.
- P. Immediately report to Company in writing of any incident which may lead to a malpractice claim or a disciplinary action taken against any Contractor whom Company has assigned under Agreement.
- Q. Participate in all quality assurance/risk management efforts by Company including completing Contractor evaluation forms when requested.

II. **Cancellation of Assignments.**

- A. Client must provide company with written notice of an intention to cancel any assignment at least (30) days in advance of any date on which the Contractor has been confirmed to work per the confirmation letter. If less than thirty (30) days' notice is provided by Client, Client shall be responsible for payment of the total fees due for the period covered by the Assignment up to a maximum of thirty (30) days, together with any fees and charges that may result from the cancellation, including lost rent/security deposits, nonrefundable airfare and other transportation costs, and any applicable licensing fees.
- B. If, during an Assignment, Client requires the immediate removal of a Contractor for cause, Client shall notify Company in writing and specify factually any breach and

provide Company an opportunity to cure. Client agrees this information may be shared with the Contractor. Cause shall be limited to validate clinical competence issues with the Contractor. If the Contractor is terminated for cause, Client agrees to allow Company the opportunity to replace Contractor for the duration of the assignment. Upon such termination, Client shall pay all fees and expenses that have been incurred or earned in connection with the performance of services through the effective date of such termination.

- C. If payment is not made to Company when due under the terms of this Agreement and the Confirmation, Company has the right to immediately cancel the Agreement and remove the Contractor from the Assignment.

III. **Term.**

- A. This Agreement shall begin on the Effective Date and the Agreement shall expire on August 25, 2023.
- B. The Agreement may otherwise be terminated without cause, upon 60 days' written notice to the other party.

IV. **Rate and Fee Schedule.**

- A. Rates and fees are set forth on "Schedule A" to this Agreement, as well as in the Confirmation. Actual rates and fees may vary based upon the practice requirements, specialty, industry standards, patient census and the Contractor's experience. All daily, on-call, holiday, and premium rates and other compensation for each Assignment will be negotiated and agreed to by the Contractor and Client exclusively through RecruitWell.
- B. Client agrees to pay Company 1.5 times the rate for work performed by a Contractor on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day, or another holiday recognized by the Client. For any shift commencing or ending on a holiday, the entire shift shall be billed at the holiday rate.
- C. All rates include the cost of professional liability/medical malpractice insurance, as set forth below.

V. **Payment Terms.**

- A. Client is to review and approve all Contractor time sheets each week in a timely fashion, but no later than two (2) business days after receipt. Company will invoice Client in accordance with the rates and fees as set forth in Schedule A and the Confirmation on receipt of the approved Contractor's time sheets.
- B. A signed time sheet indicates that the Contractor has satisfactorily performed the hours/or days reported.

- C. Should any orientation/training be required of the Contractor other than that provided by Client, Client agrees to pay Company industry standard rates for such orientation/training.
- D. Payment terms associated with these invoices shall be Net sixty (60) days from receipt of a certified invoice by the County of Monterey Auditor-Controller. These payment terms are subject to completion of credit review by RecruitWell. Should it become necessary to retain counsel and pursue legal action to collect outstanding fees, Client shall be responsible to pay all costs of collection, including reasonable attorney's fees.
- E. The total amount of this Agreement shall not exceed \$100,000. The Parties may opt to increase this amount via a written amendment signed by both Parties upon mutual agreement to do so.

VI. **Recruitment**

Client agrees that during the term of this Agreement neither Client or any Client affiliates facility or organization associated with the client through a group, hospital system, or other similar arrangement or individual or entity affiliated with Client as an employee, shareholder, partner, member, owner, or independent contractor) will contract with, solicit, recruit or hire directly or indirectly any Provider submitted for consideration of a Client assignment/or assignment under this agreement for a period of two (2) years after the last date of the Provider's services pursuant to this agreement (or if no assignment, for a period of one (1) year after the date of submittal). If Client chooses to work outside of the terms of what is stated in this Section VII, Client shall pay Company the associated transition fee on Schedule A. If no Placement Fee is listed on Schedule "A" or the Confirmation for the Contractor or specialty, the default Placement Fee shall be \$30,000. Upon receipt by RecruitWell, Client will be relieved of the terms within this section as it pertains to the Contractor of matter. This section shall survive any termination of this agreement by either party.

VII. **Nature of Relationship.**

- A. Client acknowledges that neither Company nor its employees are engaged in the practice of medicine or any other healthcare related field. The Contractors referred by Company to Client perform services as independent contractors and are not employees or agents of Company for any purpose. Contractors are highly trained professionals, and Company shall have no control as to the means or methods of healthcare services provided by Contractor or Client, and those determinations are the sole responsibility of Contractor and Client. Company is not engaged in the practice of medicine and does not exercise authority or control over Contractors provision of medical services. Company shall have no liability to any party for professional services rendered by Contractor or Client.
- B. Contractors have no authority to bind Company in any way or to enter into any agreements on its behalf. Because Contractors are not an employee, Company does not furnish worker's compensation, unemployment insurance, or health insurance coverage to the Contractors, who are also responsible for the payment of their own federal, state and local taxes, Social Security and Medicare.

VIII. **Contractor Billing.**

Company is not providing any medical services. Company and Client acknowledge that all rights and responsibilities for billing patients and/or third parties for the reimbursement for the services provided by the locum tenens Contractor belong to Client. Company will execute all necessary forms or applications to permit Client to bill for the services Client and Contractor provide.

IX. **Representations/Disclaimers**

- A. Company makes no warranties regarding the Contractors referred to Client. Client shall have the sole and absolute responsibility of checking the Contractor's background and qualifications. Client shall have no claim against RecruitWell, and Company shall have no liability for, any issues relating to the Contractor and his placement with Client pursuant to this Agreement.
- B. Client represents and warrants to Company that Client is lawfully able to contract or employ Contractors to engage in the practice of medicine, advanced practice nursing, or any other health profession for which Contractor is retained. Client agrees to comply with applicable OSHA & HIPPA regulations.

X. **Indemnification.**

A. Company shall indemnify, defend, and hold harmless County of Monterey, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with Company's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County of Monterey. "Company's performance" includes Company's action or inaction and the action or inaction of Company's officers, employees, agents and subcontractors.

B. Indemnification for Timely Payment of Tax Contributions. It is expressly agreed by the Parties hereto that no work, act, commission or omission of Company or any locum tenens Physician shall be construed to make or render Company or any locum tenens Physician the agent, employee or servant of County. Company and each locum tenens Physician agrees to indemnify, defend and hold harmless County and Client from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against County or Client based upon any claim that Company has failed to make proper and timely payment of any required tax contributions for itself, its employees, or its purported agents or independent contractors.

C. Survival of Obligations. The Parties' obligations under this Section XI shall survive the expiration or termination of this Agreement for any reason.

XI. **Dispute Resolution.**

Any dispute arising from or related to this Agreement shall be resolved by binding arbitration before the American Arbitration Association under their Commercial Arbitration Rules.

XII. **General Provisions.**

- A. **Notices.** Any notices required to be given under this Agreement shall be in writing and sent to the parties at the addresses shown at the end of this Agreement.
- B. **Entire Agreement.** This Agreement, together with the Confirmation, constitutes the entire agreement between Company and Client, 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. **Force Majeure.** No default, delay, or failure to perform on the part of Company, shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a reasonable period of time to accommodate such force majeure.

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

CLIENT:

RecruitWell

5588 Broadcast Court

**County of Monterey for
services at Natividad Medical
Center**

1441 Constitution Blvd. Salinas, CA, 93906

Sarasota, FL 34240

By:

Charles R Harris / Chief Executive Officer

Printed Name / Title

Date:

8/26/22

By:

Mike Marcus / Managing Partner

Printed Name / Title

Date: 08/26/2022

Reviewed and approved as to form:

Chief Deputy County Counsel, 8/25/2022

Reviewed and approved for Fiscal Terms

8/26/2022

Chief-Deputy Auditor-Controller

Schedule A

Specialty	Daily or hourly rate (as noted below)	Night call (Flat rate per night)	24-hour call rate (includes 4 hrs.)	Hourly overtime rate (additional hours not included in daily rate)	Transition Placement Fee
Urology	\$2800-\$3200	\$450/hr	\$3000-\$3500/24 hour	\$450/hour	\$30,000.00

*These are general rate ranges per specialty and subject to change based on the specific requests of the Candidate

*Beeper fees are generally associated with any clinic day that also includes call coverage