

The
Locums
Company

AGREEMENT FOR LOCUM TENENS COVERAGE

This agreement dated March 29, 2016 entered between **The Locums Company, LLC**, hereinafter referred to as TLC address at 300 N. Green Street, Suite 210, Morganton, NC 28655, and Yadkin County Medical Clinic hereinafter referred to as Client with address as shown on Client Fee Schedule.

1. LOCUM TENENS SERVICE: TLC is in the business of providing locum tenens physician(s) (hereinafter referred to as Physician) as independent contractors to medical facility Clients on a locum tenens basis. Client requests that TLC arrange for such Physician to provide locum tenens coverage to Client. TLC agrees to make arrangements for such coverage to be provided to Client upon the terms and conditions set forth in this Agreement. Under no circumstances shall TLC be deemed or required to do any acts or services which would constitute the practice of medicine.

The daily work schedule will be set during the term of this agreement by mutual consent between Client and TLC.

2. DURATION: This agreement shall be in effect during the period defined in Client Fee Schedule and is automatically renewable for succeeding one (1) year periods unless otherwise canceled in accordance with paragraph 4 herein. Each coverage period subject to the terms of this agreement is set forth in Client Fee Schedule attached hereto and incorporated herein by reference.

3. PAYMENT: Payment is due upon receipt of invoice.

If Client fails to make any of the above stated payments when due or to perform any of its obligations under this agreement, then TLC, may declare this agreement to be immediately cancelled by written notice to Client, and TLC shall be released from all obligations to continue performance under this agreement, TLC shall be entitled to retain any fees for services as partial damages and shall further be entitled to payment from Client of any additional sums due. Client shall be responsible for all expenses and costs including interest and attorney fees, which TLC may incur in enforcing the provisions of this agreement.

All obligations created under this agreement shall bear interest at the rate of 1.5% per month from the date due. TLC reserves the right to change its rate schedule at its discretion and shall give Client at least thirty (30) days notice of any such change.

4. CANCELLATION: If Client has requested that TLC arrange for locum tenens coverage to be provided for a specific period and then cancels the requested coverage, Client shall give TLC written notice of such cancellation at least thirty (30) days before the coverage period was to begin. Written notice will be deemed to be given upon receipt by TLC. If Client cancels with at least thirty (30) days advance written notice, the Client shall be entitled to a refund of any fees incurred for services except those services which have been performed in connection with this Agreement.

If Client's cancellation of requested coverage is without cause and without thirty (30) days written notice, or if Client dismisses Physician without cause after he has worked a portion of the scheduled period, client is liable to pay a cancellation fee. This cancellation fee shall be equal to the amount to have been paid for the services that had been scheduled to be performed during the thirty (30) days following the cancellation date. This fee shall not exceed the amount that would have been charged for twenty-two (22) full days of services. Client shall also pay any airfare, travel and lodging expenses incurred by a Physician who reports to work but is dismissed.

5. TLC AGREES TO: (a) Use best effort to provide Physician(s) acceptable to Client

(b) Pay for professional liability insurance coverage through TLC's insurance carrier for all Physicians provided by TLC to Client.

(c) Pay for and be responsible for obtaining necessary licensure for Physician(s) (d) Allow Client to retain income generated by Physician(s).

6. CLIENT AGREES TO: (a) Pay TLC for its services and for the services of the Physician the amount set forth in Client Fee Schedule, as required pursuant to Section 3 above (b) Provide Physician with a reasonable work schedule, reasonably maintained equipment and supplies, a suitable practice environment complying with accepted ethical and procedural standards, and necessary appropriately trained support staff to enable Physician to perform medical services, (c) Provide for costs of round trip transportation for Physician(s) to Client's community. (d) Provide reasonable living accommodations outside of the hospital, local transportation within the community, and transfer to and from the nearest commercial airport. (e) Pay for and be responsible for obtaining, with TLC's assistance, hospital privileges necessary for Physician(s). (f) Comply with AMA, federal, state, and local standards relating to patient care and related activities (g) Exercise independent judgment as to the professional qualifications and competence of Physician(s) to perform services on behalf of Client during the term of the agreement Client, at their own expense, has the option to interview Physician(s) on site. (h) Inform TLC immediately in writing of any reported incident, misconduct, or neglect by any Physician provided by TLC. (i) Provide Physician(s) with an orientation to Client's medical facility, hospital as appropriate, and community standards of medical care (j) Indemnify and hold TLC harmless from and against any and all claims, liability, losses and expense arising out of or related to services provided by Physician for Client and/or Client's breach of any of the foregoing.

7. SUBSEQUENT PLACEMENTS: Definitions for this section: (a) Recruit for employment includes the creation of any sort of employer-employee, principal-contractor, partnership, agency or shareholder relationship between a Physician introduced by TLC to Client (b) Introduced by TLC includes, without limitation, the transmittal to Client, either verbally or in written form, of the name and qualifications of a Physician. (c) Client includes, without limitation, any hospital, clinic, office, organization, or group directly or indirectly owned by, operated by, or affiliated with Client, whether or not at the coverage location. (d) Directly or indirectly shall include services as owner, partner or agent or as any employee of any person, firm, or corporation providing such services, or being interested directly or indirectly in any such business conducted by any person, firm or corporation.

Client may recruit for employment Physician(s) provided under the terms of this agreement. Client agrees to pay a recruitment fee in the amount of \$20,000 for any Physician introduced to Client by TLC who accepts a permanent position with Client within two (2) years of termination of this contract, who accepts a permanent position in Client's community within two (2) years of termination of this contract if any consideration therefore includes any negotiations, agreements or enticements by the Client or who directly or indirectly engages in unauthorized locum tenens services for the Client. Half of said fee is payable when Physician signs contract for permanent employment and remainder due on the first day Physician performs services on a permanent (non-locum tenens) basis. In the event Physician has been performing locum tenens services for Client, the fee for locum tenens services shall continue until the full placement fee is paid.

Client agrees that it will not enter into or cause to be entered into any agreement with any Physician introduced to Client by TLC or with a TLC-supplied Physician directly or indirectly to provide locum tenens coverage within two (2) years of the termination of this agreement, except through TLC's locum tenens program, or by payment of the recruitment fee.

The above provision regarding "Subsequent Placements" shall be effective regardless of the date or reason for termination or cancellation of the contract and whether or not either party is in breach of any other terms of this Agreement.

8. LIMITATION OF LIABILITY: While TLC will exert its best efforts to find a Physician who is appropriate to Client's needs, Client shall be solely responsible for any final decision with regard to qualifications, credentials, and appropriateness of the selected Physician. Client shall perform whatever investigation it deems appropriate to confirm whatever information is provided to it by TLC and/or to obtain such additional information as it may need. In no event shall TLC be liable for any claim relating to the qualifications, credentials, or appropriateness of any Physician so selected by Client, and Client hereby releases TLC from any such claim.

9. MISCELLANEOUS: (a) **INDEPENDENT CONTRACTOR:** Physician shall perform professional services as an independent contractor with TLC. TLC's business is in making arrangements for locum tenens coverage. TLC is not engaged in the practice of medicine and does not make any medical decisions. Physician shall not be considered an employee of TLC for any purpose. (b) **DELAY:** Neither party to this agreement shall be liable for any damages incurred by reason of any delay in fulfilling its respective obligations under this agreement if such delays are caused by conditions beyond the control of such party, including, but not limited to, acts of God, government restrictions, natural disasters, work stoppages, or labor disputes. (c) **NOTICES:** All communications hereunder shall be in writing and shall be deemed to have been given when received at the offices of TLC. (d) **GOVERNING LAW:** This contract shall be governed by and construed according to the laws of the State of North Carolina. The parties consent to the jurisdiction of the courts of the State of North Carolina with respect to any controversy arising as a result of this agreement. (e) **CORPORATION RECORDS:** TLC agrees for a period of four (4) years after furnishing services hereunder to make available at its offices, upon written request as required by the Social Security Act, its contracts, books, documents, and records necessary to assist in verifying the nature and extent of Medicare reimbursable costs. (f) **ENTIRE AGREEMENT:** This agreement contains the complete understanding between the parties, and shall bind and inure to the benefit of the parties' successors, heirs and legal representatives. (g) **SEVERABILITY:** All agreements and covenants herein are severable and in the event any provision shall be held to be invalid, this agreement shall be interpreted as if such invalid agreements were not contained herein. (h) **AMENDMENTS:** Amendments or variations of the terms of this agreement shall not be valid unless in writing and signed by all parties.

CLIENT:

Signed: _____

Title: _____

Date: _____

The Locums Company, LLC

Signed: _____

Title: _____

Date: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

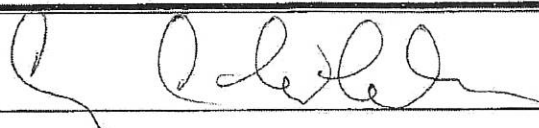
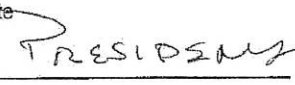
RFP Number (if applicable): _____

Name of Vendor or Bidder: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature  Date 04-29-2016
Cyrus E. McNeely 
Printed Name Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.