



## Agreement for Locum Tenens Services

This agreement to provide locum tenens services (the "Agreement") is executed on **March 14, 2017** ("Effective Date") between **THMED, LLC d/b/a Medestar** ("Medestar") and **Yamhill County Health and Human Services – Adult Behavioral Health Clinic** ("Client"). This Agreement shall begin on the Effective Date and shall continue until **March 13, 2018** ("Initial Term"), unless terminated earlier under the terms of this Agreement. On the anniversary date of the Initial Term and any subsequent terms ("Renewal Date"), this agreement shall automatically extend for an additional one-year term unless written notice is provided, by either party, indicating their intent not to renew the Agreement, at least thirty (30) days before the Renewal Date. Under the terms of this Agreement the Client seeks to obtain locum tenens services from Medestar and Medestar seeks to facilitate locum tenens services with Client.

Accordingly, the parties agree as follows:

### 1.0 MEDESTAR DUTIES:

- 1.1 **Presentation:** Medestar will use its best efforts to identify locum tenens healthcare providers ("Providers") that are acceptable to Client. A presentation is any reasonable notice by Medestar to Client, either verbally or in writing, of a Providers availability to perform services on behalf of Client. Medestar is not obligated to fill assignments under this Agreement. In the event a Provider who has accepted an assignment with Client cancels, Medestar will use its best efforts to furnish a replacement Provider but shall have no other liability.
- 1.2 **Screening:** Medestar will screen all Providers on behalf of Client prior to presenting Provider documents.
- 1.3 **Verifications:** Medestar will verify all state licenses, malpractice claims history, State Medical Board actions, and exclusion queries with the Excluded Parties List Service ("EPLS") and the Office of Inspector General ("OIG") for all Providers accepted for coverage by Client.
- 1.4 **References:** Medestar will obtain professional references for all Providers accepted for coverage by Client.
- 1.5 **Confirmation Letter:** Once Client accepts a Provider to perform services and before services commence, Medestar will provide Client with a "Confirmation Letter" with a detailed summary of the assignment for the accepted Provider.
- 1.6 **Malpractice Insurance:** Medestar will arrange malpractice insurance coverage for Providers with limits of at least \$1,000,000/\$3,000,000 unless higher or lower limits are required by a state or state Compensation Fund. In the event a Compensation Fund is required or recommended, Client shall pay such actual expenses charged by the state compensation Fund.
- 1.7 **Logistics:** Medestar will arrange Provider travel and lodging, on behalf of Client, according to the Confirmation Letter.
- 1.8 **Billing:** Medestar will bill Client for services performed by each Provider according to the terms provided in "Attachment A – Rate Order" (the "Order") and the Confirmation Letter.
- 1.9 **Warranty:** Medestar will assist in the verification of credentials of the Provider. However, Medestar does not make any warranties or representations regarding the Providers referred to Client. Client shall have exclusive and absolute responsibility of verifying the Providers background, qualifications and credentials.

### 2.0 CLIENT DUTIES:

- 2.1 **Acceptance:** When reasonably possible Client will notify Medestar within forty-eight (48) hours of their intention to either accept or decline a Provider. Client will also notify Medestar within forty-eight (48) hours if Client had prior knowledge of a Provider. If no response is received, Provider will be considered presented by Medestar.
- 2.2 **Work Environment:** Client will supply Providers with (i) a reasonable work schedule, (ii) reasonably maintained, usual and customary equipment and supplies, (iii) a suitable practice environment complying with acceptable ethical and procedural standards, and, as necessary, (iv) appropriately trained support staff, all so as to enable the provider to perform medical services on comparable terms to other practitioners in the same specialty at Client's facility.
- 2.3 **Professional Fees:** Client will obtain from each Provider, the right to bill, collect, and retain all professional fees for services rendered on behalf of Client.
- 2.4 **Logistics Reimbursement:** Client shall reimburse Providers, through Medestar, for the actual cost of housing outside client's facility, local transportation, and reasonable transportation costs to and from Client's

location. At Client's request Medestar and Client may agree to an "all-inclusive rate" and separate logistics reimbursement will not be required under this clause.

**2.5 Compliance:** Client will comply with all relevant AMA, Federal, State and Local standards relating to patient care, the practice of medicine, and related activities.

**2.6 Credentialing:** Client shall pay all fees associated with privileging each Provider.

**2.7 Payment:** Client shall pay Medestar the fees and expenses specified in the Order and finalized in the Confirmation Letter for each Provider. By approving a Providers timesheet Client is certifying that the Provider has completed all required work, charting, and documentation. Client will not unreasonably refuse to approve a Provider timesheet.

**2.8 Past Due Invoices:** Client acknowledges that all invoices are "due upon receipt" and any invoice that is more than thirty (30) days past due shall bear interest at the rate of one and one-half percent (1½%) per month, or the maximum allowed by law, whichever is lower. Client shall pay Medestar all collection costs and expenses incurred by Medestar to enforce this agreement, including but not limited to attorney's fees, collection agency fees, costs and expenses.

**2.9 Taxes:** Client shall reimburse Medestar for the actual amount of any applicable state or local sales, gross, or similar tax (collectively "Taxes") imposed on fees paid to Medestar by Client for Provider coverage.

**2.10 Definition of Affiliate:** For purposes of this Agreement, an "Affiliate" of the Client includes, but is not limited to, an organization or person that has any form of direct business relationship with Client, or any successor to or assignee of Client. Should Client refer a Provider to an Affiliate for either permanent or temporary assignment, Client will be billed for services rendered pursuant to Section 2.12, the Confirmation Letter, or the Order, as applicable.

**2.11 Non Solicitation:** Client shall not solicit any Providers presented to Client for two (2) years after the later of the date (a) Medestar presents Provider's availability to the Client, either verbally or in writing, (b) the Provider ceased providing services on behalf of Client, or (c) the termination of this Agreement for any reason, unless Client notifies Medestar within forty-eight (48) hours of the introduction that Client has prior knowledge of said Provider's availability. If a Provider presented by Medestar performs services on behalf of Client, or an affiliate, that were not arranged through Medestar then Sections 2.12 and 2.13 shall apply.

**2.12 Reassignment:** Client shall pay Medestar the reassignment fee agreed to in the Order, for each Provider that Medestar presents to Client, who becomes a permanent employee of Client or an affiliate within two (2) years of the later of the date (a) Medestar presented Provider to Client, or (b) Provider ceased providing services on behalf of Client. Client will pay all outstanding invoices before a Provider begins performing any services on behalf of the Client, or an affiliate, in any capacity other than as an independent contractor under the terms of this Agreement. Client will pay Medestar a fee equal to \$250 per calendar day that any invoices remain outstanding and a Provider performs services on behalf of the Client or an affiliate as a permanent employee. Medestar will not refund any portion of a reassignment fee after a Provider begins services as a permanent employee of Client.

**2.13 Notice of Reassignment:** Client will provide Medestar with a thirty (30) day notice of the Clients intent to convert a Provider to a permanent employee of Client or an affiliate. Client will pay Medestar a fee equal to \$250 for each calendar day notice was not provided.

### 3.0 CANCELLATION

**3.1 Termination by Medestar:** Medestar may terminate this agreement with thirty (30) days written notice. If termination is the result of Client's misrepresentation in the Agreement or in the Order, or breach of any obligations, prior notice is not required.

**3.2 Termination by Client:** Client may terminate this agreement or the services of any scheduled provider in writing, subject to the limitations included in Sections 3.3 and 4.5. When reasonable, Client agrees to counsel Provider on proper performance prior to canceling an assignment.

**3.3 Thirty Day Notice:** Once Client has accepted a provider, either verbally or in writing, Client agrees that termination of the Provider's services by the Client for any reason other than those outlined in Section 3.4 shall not be effective until thirty (30) days after written notice of termination is received by Medestar. Client agrees to pay for all Provider hours that are scheduled, and confirmed in the Confirmation Letter, through the effective date of termination.

**3.4 Termination for Cause:** If Client does not reasonably find the performance of any Provider to be appropriate, for reasons including, but not limited to intentional or unintentional dereliction of duties, gross negligence, or loss of hospital privileges, Client may immediately terminate the Provider without providing notice according to Section 3.3. Client shall provide written notice of such termination to Medestar as soon as is reasonably possible. Medestar will use its best efforts to replace provider in accordance with Section 1.1.

### 4.0 GENERAL PROVISIONS

- 4.1 **Provider Qualifications:** Client shall exercise independent judgment as to the professional qualifications of all Providers presented by Medestar.
- 4.2 **Staffing Agency:** Client acknowledges that Medestar is a recruiting and staffing agency and neither Medestar nor its employees are engaged or licensed in the practice medicine and shall have no control as to the means or the quality of medical services furnished by any Provider, nor shall Medestar have any right or responsibility for making any determinations regarding Provider's professional service assignments, schedule, or practice. Medestar shall have no liability for any injury or any loss to any party relating to, or in any way arising out of Provider's professional services at or on behalf of Client.
- 4.3 **Representations:** Client and Medestar each represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. Further, each party represents that to the best of its reasonable knowledge its currently practicing staff, to include for Medestar its Providers and for Client its physicians and applicable healthcare staff (collectively the "Staff"), are not currently excluded from participating in Medicare, Medicaid, or any other government programs which are reported on the OIG or GSA lists of excluded parties. In the event an investigation of a party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching party may immediately terminate this Agreement.
- 4.4 **Independent Contractors:** Client acknowledges that Providers placed under this Agreement are not employees of Medestar. Provider's relationship to Medestar is that of an independent contractor and all payments made by Medestar to Providers are made on behalf of Client. Medestar acts as a temporary staffing agency. Accordingly, Medestar will not be responsible for any income, Social Security, Medicare, or self-employment taxes, whether state or federal. No taxes will be withheld by Medestar nor will Medestar furnish Workers Compensation Coverage or any other benefits.
- 4.5 **Non-discrimination:** Client shall not seek to terminate a Provider's assignment, nor refuse to utilize a Provider's services for a discriminatory reason, including the Provider's race, sex, national origin, religion, age, disability, marital status, sexual orientation, veteran status, or any other protected classification.
- 4.6 **Indemnification:** Both Client and Medestar will indemnify and defend each other from all claims and costs that arise from unsafe workplace conditions, occupational safety or health law violations, or acts or omissions of Client's personnel or other contractors.
- 4.7 **Improper Use:** Client shall not use any information provided to it by Medestar regarding Provider in an unlawful manner, or for any unlawful or improper purposes.
- 4.8 **Confidentiality:** Medestar and Client agree that because disclosure of the terms of this Agreement and any information about Providers may cause irreparable harm to the non-disclosing party this information is confidential and will not be disclosed to a third party, unless authority to disclose is expressly authorized and confirmed in writing by the non-disclosing party.
- 4.9 **Agreement Modifications:** This Agreement may only be amended, modified, or waived when confirmed in writing by both parties.
- 4.10 **Client Warranties:** Client represents and warrants to Medestar that it is lawfully organized and is in good standing in the State in which its principal office is located, the Client's name in the introductory paragraph of this Agreement is Client's true, correct and complete legal name, and the person executing this Agreement, the Order, Confirmation Letters and any amendments has been or will be fully authorized to do so on behalf of and as a binding act of Client.
- 4.11 **Dispute resolution:** Any dispute arising out of or relating to this Agreement shall be resolved by binding Arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Notwithstanding any other provision of this Agreement, any damages awarded to Client in any arbitration proceeding shall not exceed the reassignment fee in Section 2.12. Arbitration shall be conducted in Dallas, Texas.
- 4.12 **Severability:** If any section of this Agreement is determined to be unenforceable or invalid all other sections will remain enforceable and valid to the greatest extent allowed by law. Sections 2.7, 2.8, 2.9, 2.10, 2.11, 2.12, 2.13, and all of Section 4 shall survive the expiration or cancellation of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed and effective as of the Effective Date.

**MEDESTAR**  
 1603 LBJ Freeway, Suite 700  
 Dallas, TX 75234

BY: [Signature]  
 PRINT NAME: Mike Sanders  
 TITLE: Regional Director

**Yamhill County Health and Human Service**  
**Adult Behavioral Health Clinic**  
 627 NE Evans St, McMinnville, OR 97128

BY: [Signature]  
 PRINT NAME: Stan Primozich  
 TITLE: Chair, Board of Commissioners  
 Tax ID: 93-6602318



ATTACHMENT A - RATE ORDER

Specialty	Hourly Rate Low/High	8hr Clinic Day Daily Rate	Premium or OT Rate	Night Call - Pager	24 Hour Call
Physician Assistant/Nurse Practitioner	\$85 - \$110	\$680 - \$880	1.5 X Hourly Rate	\$125	Hourly Rate X 8
Psychiatry - Adult & Geriatric	\$195 - \$250	\$1560 - \$2000	1.5 X Hourly Rate	\$265	Hourly Rate X 8

Hourly Rate	Charged Hourly for each hour provider works.
Daily Rate	Charged Daily and defined as an 8-hour work day.
Premium/Overtime Rate	Charged Hourly for all hours worked beyond 8 hours in a day.
Night Call - Pager	Charged nightly to have provider on-call. Premium rate is charged for all hours of patient contact while on-call.
24 hour Call	Charged per 24-hour period. Weekend call is used for call-only assignments or call-only shifts. Premium rate is charged for all hours of patient contact in a 24-hour period.
Holiday Premium	A rate of one-half of the Daily Rate will be charged in addition for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any other holiday that is recognized by the client if the Provider remains in the assignment community, whether or not services are actually provided on those days <b>except</b> with prior approval from Medestar and Provider. Should the Provider render services on the specific holiday the premium of one-half the daily rate will be charged in addition to the full daily rate or actual hours worked, whichever is greater. Should the provider have on-call duties during the specific holiday, the premium of one-half the daily rate will be charged in addition to the Weekend/Holiday on-call rate negotiated herein.
Reassignment Fee	Client agrees to pay Medestar a reassignment fee equal to thirty-three thousand dollars (\$33,000) for each Physician and eighteen thousand dollars (\$18,000) for each Physician Assistant, Nurse Practitioner and CRNA for the reassignment of each Provider presented to Client according to the terms of Section 2.12 of the Agreement for Staffing Services.

Should these rates increase at any time during the term of the assignment covered by this ORDER, Medestar will notify the Client of the increase at least thirty (30) days prior to the effective date of the increase.

Client understands that this ORDER is a part of the Medestar Client Agreement and Client shall immediately notify Medestar in writing if it does not accept the terms set forth herein.

(Client) Yamhill County Health and Human Services - Adult Behavioral Health Clinic

(Name) Stan Primozich

(Title) Chair, Board of Commissioners

(Signature) [Handwritten Signature]

(Date) 3-30-17

Accepted by Yamhill County  
Board of Commissioners  
3-30-17  
17-104