

Staffing Service Agreement Terms and Conditions

- I. This contract constitutes an agreement between (“The Client”) and Radiology Imaging Staffing & Consulting, LLC (“Service Provider”). This agreement supersedes any previous agreement between parties and shall be binding as of this date.
- II. “The Client”, will require service at the following physical location address: and will retain the “Service Provider” to perform staffing services for “The Client”. As this is an explicit contract that is to be paid with a service fee rate, the service provider (Radiology Imaging Staffing & Consulting, LLC) will not, at any time while under contract with “The Client”, bill any payers or patients for the services rendered under this agreement. The current “Service Provider” fee schedule is attached hereto as Exhibit A. It may be amended from time to time at the sole discretion of the "Service Provider." “Services” as pertained to this agreement are defined as follows (items below apply only if they have been quoted as part of the contract):
- 1) **Staffing**
“The Client” will pay the “Service Provider” for all staffing services rendered by the “Service Provider”. All hours are billable and will be billed straight with no lunch deduction. Any services requested within less than 12 hours’ notice can be subjected to a fee. Services will be rendered by a certified healthcare staff with specific procedure training who will operate only under the direct guidance of the physician as per state regulations.
 - 2) **Holiday Pay**
To cover “The client” during holidays we will charge “The Client” 1.5 times the standard rate discussed in paragraph 1. “Service Provider” will notify a client representative when holiday pay is going to be charged.
 - 3) **On-Call Service**
If requested, “Service Provider” will provide On-Call staffing coverage for hours requested by “The Client”. “The Client” will pay “Service Provider” a fee for on-call staffing requests, and there will be a service fee for all call-ins and will be billed as per our "staffing" agreement service fee.
- III. **Supervision** All procedures are performed under order of a physician or direct supervision of the physician performing the operative procedure and “The Client” is responsible for all supervision and warrants that all physicians providing supervision are properly licensed under all applicable laws.
- IV. **Payment** All fees will be billed direct to “The Client” according to the “Service Provider” fee schedule (Exhibit A). All future invoices will be at a *Net 30*, and payment can be received via check, credit card, and or ACH. Staffing Services may be suspended if open invoices are not paid as requested by the accounts receivable department. “The Client” authorizes “Service Provider” to charge any outstanding fees that are unpaid after 30 days to the credit card or ACH information provided on the Intake Sheet for this Agreement.

- V. **Cancellations** “Service Provider” requires at least 24-hour notice for cancellations. “The Client” is assumes this responsibility and any services cancelled without 24-hour notice will result in a cancellation fee. The fee will be that of the cost of 4-hours of the requested service.
- VI. **Term** This Agreement remains in effect unless changes to this agreement in writing and are approved and terminated by either party upon thirty (30) days’ prior written notice. Sections (VII) and (IX) hereof shall survive any termination of this Agreement.
- VII. **Non-Solicitation** “The Client” acknowledges that in rendering services under this Agreement, “Service Provider” has expended time and money in the training and recruitment of staff. Therefore, for good consideration, “the Client” agrees that for the term of this Agreement (including all renewals hereto) and for a period of one year thereafter, “the Client” agrees not to hire, solicit, or accept solicitation of, through employment or otherwise, directly, or indirectly, any of providers employees, agents, or independent contractors of “Service Provider” with whom it has had contact in the course of any of the staffing services which are the subject of this Agreement. “The Client” may buy out of this non-solicitation provision, as it pertains to a specific employee, agent, or independent contractor of “Service Provider” upon mutual agreement between “the Client” and “Service Provider” of buyout terms.
- VIII. **Insurance, Registration** “Service Provider” carries insurance of \$1 Million per incident with a \$2 Million aggregate. “Service Provider” operates under the guidelines of the Texas Department of State Health, Radiation Control Division.
- IX. **Limitation of Warranty/Limitation of Liability/Indemnity** “Service Provider” is an independent contractor to “the Client”, and no partnership is implied or created. “Service Provider” warrants that its equipment will be functioning at the time of the appointment in accordance with the Texas Department of State Health, Radiation Control Division. Except as expressly provided in this section, “Service Provider” makes no warranty, express or implied, with respect to the Services including, without limitation, their merchantability or fitness for any purpose and, other than with respect to third-party claims, “Service Provider” will have no liability to “the Client” for loss of business, revenue, or profits, or for indirect, incidental, consequential, special, or punitive damages. “Service Provider” liability to “the Client” with respect to the Services, whether arising in tort, strict liability or otherwise, shall in no event exceed the amount actually paid by “the Client” to “Service Provider” for the service giving rise to the liability, provided that the foregoing limitation shall not apply to third-party claims. “The Client” acknowledges that “Service Provider” cannot guarantee that its employees, agents, or independent contractors will be available to provide the Services at the arranged times and hereby waives any and all claims against “Service Provider” resulting from any no-shows of its employees, agents of independent contractors. In the event of a no-show, “Service Provider” agrees not to charge any fees to “the Client” or to provide a refund or credit to “the Client” for any fees already charged. “The Client” agrees to unconditionally defend, release, indemnify, and hold “Service Provider”, its affiliates, respective agents, employees, officers, directors, and owners harmless from and against all liabilities, costs, expenses, claims, disputes, damages, lawsuits, losses, or assessments (including attorneys’ fees)(collectively, “losses”) suffered or incurred in connection with any claim asserted by any party or third party based upon “the Client’s” negligent or willful act or omission, or that of

anyone employed, retained, or utilized by “the Client”, or suffered or incurred in connection with “the client’s” breach of this agreement. “Service Provider” agrees to unconditionally defend, release, indemnify, and hold “the Client”, its affiliates, respective agents, employees, officers, directors, and owners harmless from and against all losses suffered or incurred in connection with any claim asserted by any party or third party based upon “Service Provider” negligent or willful act or omission, or that of anyone employed, retained, or utilized by “Service Provider”, or suffered or incurred in connection with “Service Provider” breach of this agreement. This indemnification is expressly intended to be effective even in the event that losses are caused by the negligence of indemnified parties. This indemnity provision will survive the termination of this agreement. All provisions stated in this indemnification clause shall be mutually binding for the ‘provider’ and ‘client’ and for “Service Provider”.

- X. **Force Majeure** “Service Provider” shall be excused from performance hereunder for any period and to the extent that it is prevented from performing any services pursuant hereto, in whole or in part, as a result of delays caused by “The Client” or an act of God, or other cause beyond its reasonable control, including fire, strike, slowdown or labor interruption, civil commotion, acts of terrorism, embargo, delay or failure of suppliers, contractors, or common carriers, breakdown of equipment, explosion, accident, governmental act or regulation, failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment, and such nonperformance shall not be a default hereunder or a ground for termination hereof.
- XI. **Severability, Choice of Law and Dispute Resolution** If any provisions herein are declared to be invalid, illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability does not affect the validity and enforceability of the other provisions. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas without regard for conflicts of laws principles. If “The Client” and “Service Provider” are unable to resolve a dispute hereunder, each agree first to attempt to settle in good faith the dispute by non-binding mediation, in Harris County, Texas. Each party shall institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts in each case located in Harris County, Texas, and each party irrevocably submits to the exclusive jurisdiction of such courts in any legal suit, action, or proceeding.
- XII. **Compliance** “The Service Provider” represents and warrants that it (i) has not been excluded from participation in any federal healthcare or procurement program, (ii) has not been convicted of a criminal offense relating to a federal healthcare program, and (iii) will immediately disclose to “The Client” any such exclusion or conviction. This shall be an ongoing representation and warranty during the term of the Agreement. Any breach of this section shall give “The Client” the right to terminate the Agreement immediately for cause.