ABLE Physicians Locums Contract

AGREEMENT FOR LOCUM TENENS COVERAGE

SPECIALTY: ________________________ DATE: ________

CLIENT:

BILLING ADDRESS:

MEDICAL PRACTICE LOCATION:

THIS AGREEMENT is entered into by and between CLIENT and ABLE Physicians: American Boarded Locums & Educators, LLC; 3413 S Florence Ave, Sioux Falls, SD 57103 (AGENT)

For and in consideration of the mutual promise herein contained, CLIENT and AGENT agree as follows:

1. SERVICES: The physician contractor(s) provided by the AGENT shall perform physician services at the offices or facilities in the __________________ area. These physician services will encompass the types of tasks normally associated with the physician practice of __________________ in a hospital/clinic setting.

2. RATE OF PAYMENT FOR SERVICES: CLIENT shall pay the AGENT for services at a rate of 30% of the gross amount paid to physician contractor referred by AGENT for Locum Tenens services. In addition to this fee, CLIENT shall provide for the physician contractor provided by AGENT during the length of this agreement, Malpractice Insurance, local lodging, and all transportation (direct reimbursement at 52 cents per mile) as well as providing transportation to and from
CLIENT’s community upon commencement and termination of the locum tenens assignment.

3. PAYMENT: CLIENT will pay the AGENTS fee on the same pay schedule as physician contractor (i.e., weekly, bi-weekly, etc.). The CLIENT shall maintain sufficient records to allow AGENT to ascertain the correctness of payment.

4. PERMANENT EMPLOYMENT OF PHYSICIAN CONTRACTOR BY CLIENT: In the event that the CLIENT, or any company affiliated with the CLIENT, employs or retains the physician contractor provided by the AGENT, CLIENT agrees to pay a recruitment fee of $20,000.00 respecting recruitment of any such physician.

Such a recruitment fee is due if the locum tenens physician accepts a permanent position with any organization or group owned by or affiliated with CLIENT at any time within two (2) years of the termination of this Agreement whether or not the permanent position to which the locum tenens physician is recruited requires location and performance of medical services in the community which locum tenens services were performed for the CLIENT.

The entire recruitment fee is payable on the first day such physician performs services on a permanent (non-locum tenens) basis for CLIENT or any affiliate of CLIENT.

The permanent placement includes fees paid by CLIENT to the AGENT prior to the date that the physician contractor reports to a permanent position.

5. LIMITATION OF LIABILITY: CLIENT shall not seek payment for damages from AGENT for any damages (if any should occur) that result from the performance of services hereunder.

6. COMPLETE AGREEMENT: This agreement contains the entire agreement between CLIENT and AGENT. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or
represented by or on behalf of the CLIENT or physician contractor or AGENT shall be deemed to bind the parties hereto with respect to the subject matter hereof.

7. LAW: This Agreement shall be construed in accordance with the laws of the state of South Dakota.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their offices thereunto duly authorized as of the dates written below.

Date: __________________
By: ________________________________________
   (client)

Date: __________________
By: ________________________________________
ABLE Physicians: American Boarded Locums & Educators, LLC