

## **LEASED PROVIDER SERVICES AGREEMENT**

THIS LEASED PROVIDER SERVICES AGREEMENT (“Agreement”) is executed effective as of undersigned date (“Effective Date”), by and between Hospital Hands, LLC, a Colorado limited liability company (“Company”), and the undersigned licensed facility or group practice medical provider (“Facility”).

WHEREAS, Facility is a licensed entity or a medical practice entity that is in need of anesthesiologists to provide anesthesia services to its patients in the state where Facility is located;

WHEREAS, Company is not a health care provider but agrees to lease to Facility anesthesiologists who are licensed in Facility’s state and experienced in providing anesthesia services (“Providers”) as described below to provide services herein; and

WHEREAS, Facility desires to engage Company to provide such Providers and Company desires to lease such Providers to Facility upon the terms, conditions, and mutual promises hereinafter contained.

NOW, THEREFORE, in consideration of the premises above and the mutual covenants and agreements of the parties hereto, it is understood and agreed by the parties as follows:

1. Term. The term of this Agreement shall begin on the Effective Date and shall continue in effect for a period of two (2) years (“Initial Term”) unless otherwise terminated as provided herein. Following the Initial Term, this Agreement shall renew automatically for additional one (1) year periods (each a “Renewal Term”). For purposes of this Agreement, “Term” includes the Initial Term and all Renewal Terms. Each one (1) year period of the Term shall be referred to as a “Contract Year.”

2. Lease Agreement. Company shall lease to Facility Providers who satisfy the qualifications, criteria, and requirements hereinafter set forth, who shall have the skills and qualifications to provide the following services for Facility and its patients (“Professional Services”):

(a) Services. The Providers shall provide anesthesia services to patients who are admitted to or assigned to Facility at such locations as agreed to by Facility and Providers

(b) Coverage. Providers shall provide Professional Services at such times as directed by Facility and as mutually agreed to by Provider and Facility through written documentation through the Company’s interactive website. Both Facility and Provider will have access to Company’s website to coordinate fees for Professional Services and to schedule Professional Services.

3. Compensation.

(a) Compensation Elements. For the access to Providers leased through Company to Facility under this Agreement, Facility shall pay Company the Lease Fee. The Lease Fee consists of both the fee for the Professional Services agreed to by the Facility and the Provider on the Company’s interactive web site (the “Professional Services Fee”) and a fee of three (3%) of the Professional Services Fee as a placement fee (the “Placement Fee”). Facility shall pay Company directly for both the Professional Services Fee and the

Placement Fee at the time the placement is conformed on the Company's website agreed to by Facility and Providers as documented on Company's website. The Company will pay the Provider upon completion of the Provider's work shift with the Facility. If the Provider fails to complete the required assignment, the payment is returned to the Facility.

(b) Conditions of Compensation. Facility's obligation to pay the Provider's Professional Services Fee under Paragraph 3(a) shall be subject to the following conditions:

(i) After the initial term of each engagement as agreed to by Facility and Provider on the Company's website, compensation to Provider shall be subject to review by the Parties at least ninety (90) days prior to the one (1) year anniversary of the start of the agreed engagement and the Parties may, based upon such review, adjust the compensation provided hereunder if, in the judgment of the Parties, such compensation no longer reflects fair market value for the services provided hereunder, or violates or appears to violate or jeopardize: (a) the Medicare fraud and abuse/anti-kickback statutes or regulations; (b) the federal Stark II statute or regulations; or (c) any state law addressing physician compensation arrangements or referral relationships

(ii) The parties acknowledge that the Lease Fee payable hereunder is not intended to compensate Company for the Professional Services of the Providers leased to Facility but is intended to compensate the Providers directly for their Professional Services and to compensate Company for locating providers who are available to Facility. No fees payable for any purpose hereunder are dependent upon the volume or value of any referrals or other business generated by Providers to Facility. Nothing herein shall be intended or implied to require the referral of any patient to Facility.

4. Duties of Facility.

(a) Facility to make adequate provision and accept responsibility for furnishing equipment for the non-exclusive use of the Providers providing services on behalf of Facility hereunder as may be necessary and appropriate for said Providers to render services contemplated hereunder in a timely and satisfactory manner. It is understood that the Providers use of such equipment and facilities shall be solely for the furnishing of Professional Services on behalf of Facility and not for Company's use for professional affiliations or unrelated obligations. The space, supplies and equipment provided pursuant to this subparagraph shall remain the property of the Facility.

(b) Facility shall allow Providers to have reasonable access to and conduct reasonable reviews of charts of patients treated under this Agreement in support of the Provider's conduct of Professional Services hereunder to assist with Facility's compliance with applicable billing, coding and documentation requirements and for purposes of any litigation or governmental or regulatory investigation or review in which Facility or Providers may be involved; provided, however, that all such charts shall at all times remain the property of the Facility and may not be removed from Facility premises without Facility's specific consent.

(c) Facility may employ any Provider leased to Facility by Company hereunder by giving Company ninety (90) days' prior written notice so long as Facility does not

impose upon the Provider, at any time after Facility retains the services of Provider, any non-competition restriction that would prevent Provider from returning to Company upon termination of Provider's services with Facility and enabling Company to lease the Provider to any other facility client of Company.

5. Compliance with Laws, Regulations, Rules, and Standards. Company shall require the Providers at all times during the term of this Agreement to:

(a) comply with all applicable laws, rules, and regulations of the United States, the State of Facility, and any other applicable governmental agency in the performance of services hereunder and the billing for such services;

(b) comply with the bylaws, rules, regulations, policies and procedures of the applicable facility;

(c) comply with all Joint Commission standards and the code of ethics of the AMA or the AOA, as applicable, or any other relevant association;

(d) not engage in any personal or professional conduct which adversely affects the delivery of patient care;

(e) be a credentialed and contracted provider for such managed care providers as may be requested by the Facility, as applicable; and

(f) maintain such malpractice insurance coverages as are consistent with the policies of Facility.

6. Qualifications of the Providers. Company will require each Provider who will provide services under this Agreement to:

(a) demonstrate appropriate experience working in a hospital inpatient setting;

(b) be an active or provisional member of the Medical Staff of the Facility;

(c) maintain clinical privileges to practice anesthesiology commensurate with the procedures performed hereunder;

(d) be a credentialed and contracted provider for such managed care providers as may be requested by Facility, as applicable;

(e) be a participating provider in Medicare, Medicaid and other government healthcare programs, as applicable;

(f) be duly licensed in good standing by the applicable Board of Healing Arts to practice medicine in the State of the Facility;

(g) hold a current controlled substances numbers (e.g., BNDD and DEA numbers) issued by the appropriate governmental agency; and

(h) comply with applicable state and federal laws, Joint Commission standards, the code of ethics of the AMA or AOA, as applicable to the Physician, and the bylaws, rules, regulations, policies, procedures, and reasonable directives of the facility.

7. Medical Records. All records pertaining to the provision of medical care services at Facility shall be the property of Facility, but shall at all times be freely available for use by the Providers in the provision of their services hereunder, and for the defense of claims by third parties involving such services; provided, however, that such records may not be removed from the Facility without Facility's specific prior written consent and shall be subject to such reasonable requirements of the Facility to assure compliance with all patient privacy protection laws, including, but not limited to the patient privacy protections of the Health Insurance Portability and Accountability Act of 1996.

8. Insurance. Company shall require the Providers to maintain:

(a) professional liability insurance for Professional Services rendered at the Facility for occurrences during the term hereof with an insurance company or companies qualified to write such insurance in the State of the Facility, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate for Company and \$1,000,000 per occurrence and \$3,000,000 in the aggregate for each Provider rendering services hereunder;

(b) workers compensation coverage, if applicable, for all its non-exempt employees with limits not less than applicable State statutory limits; and

(c) general liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

9. Cooperation in the Event of a Claim.

(a) If Facility, any Provider, or Company becomes aware of any alleged injury arising out of the care or treatment of any patient provided services pursuant to this Agreement, each party has a duty to give the other written notice within five (5) working days containing the particulars sufficient to identify the name and address of the allegedly injured person, place and circumstances of the alleged incident, and the addresses of available witnesses.

(b) All parties shall cooperate in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to any of the parties because of injury with respect to which insurance is afforded, and shall attend the hearings and trials and assist in securing evidence and obtaining the attendance of witnesses.

10. Participation in Medicare and Medicaid. Providers represent that Providers have never been excluded from participation in Medicare, Medicaid or other government sponsored healthcare programs, that each of the Providers is currently certified as a Medicare or Medicaid provider when applicable, and that no proceedings or investigations are currently pending or to Company's knowledge threatened by any federal or state agency seeking to exclude Provider from such programs or to sanction Provider for any violation of any rule or regulation of such programs. Company and the Providers agree to notify Facility immediately upon receiving notice of any such proceedings commenced against Provider.

11. Third-Party Reimbursement Programs. Company shall require Providers to use reasonable efforts to execute such agreements as may be necessary to become participating providers in such third-party reimbursement programs as requested by Facility. As used in this Agreement, the term "third-party reimbursement program" shall include, but not be limited to,

health maintenance organizations, preferred provider organizations, private health insurance companies, the federal Medicare program, TRICARE, the Colorado Medicaid programs, and any other third-party payors.

12. Cancellation Policy. If either party cancels an assignment/shift in writing more than thirty (30) days before the start date of the shift, Facility will receive a full refund of all payments made by Facility to Company through the Company's website. If the cancellation is by Facility with thirty days (30) or less than thirty (30) day's written notice but more than fourteen (14) day's written notice, the Facility will receive a refund of fifty (50%) percent of said amount (less the Placement Fee) and Company will retain the remainder. Any cancellation of the shift by Facility within 14 days or less than fourteen (14) day's written notice will cause Facility to forfeit all of the funds paid to the Company's website. Any cancellation by Provider with less than thirty (30) day's written notice will give the Facility the option of receiving a full refund or selecting another Provider.

13. Termination.

(a) Facility may terminate this Agreement with respect to any Provider immediately and receive a full refund if:

(i) Any Providers assigned to Facility are convicted of or plead guilty or nolo contendere to a crime involving moral turpitude (i.e., theft, fraud, embezzlement, or similar crime of dishonesty) or a felony, whether or not sentence is imposed;

(ii) Providers assigned to Facility fail to obtain or maintain insurance as provided herein;

(iii) the license of any of the Physician assigned to provide services for Facility or to prescribe controlled substances, lapses, is not renewed, or is denied, suspended, or revoked;

(iv) the Medical Staff privileges required under this Agreement for any Provider at Facility are revoked, terminated, not renewed, suspended for more than fourteen (14) days, or reduced below the level necessary to perform such duties hereunder without the Facility's prior written approval and such Provider is unsuccessful in regaining such Medical Staff privileges within fifteen (15) days of such adverse action; or

(v) Provider's Medicare or Medicaid provider number is revoked, suspended, or terminated.

(b) Notwithstanding any other provision contained herein, this Agreement may be terminated by Company or Facility at any time in the event of a breach of, or noncompliance with, any covenant, term, or condition of this Agreement after the non-breaching party has provided written notice of such breach or noncompliance and the same remains uncured for ten (10) business days subsequent to the giving of such notice.

(c) Notwithstanding any other provision contained herein, the Company does not guarantee that there will be Providers available to Facility at any time. Company created the opportunity for Providers and Facilities to schedule Professional Services but

Company is not a medical practice nor is an employer of medical professionals. Company may stop its website and placement services at any time without notice to Facility.

(d) If this Agreement is terminated by any party for any reason prior to the one (1) year anniversary hereof, the parties agree not to enter into a new agreement until after the date of such one (1) year anniversary. This provision shall not prohibit the parties from amending the duties and compensation provisions of this Agreement to reflect significant changes in the services provided hereunder by Company and the Providers. Such amendments shall reflect the fair market value of the added or lost services and shall not take into account the volume or value of any referrals or other business generated between the parties.

14. Confidentiality. Company shall not disclose, and it will require each of the Providers to refrain from disclosing, either during the term hereof or thereafter any information concerning this Agreement (including but not limited to the compensation paid to Company hereunder), patient information, patient origins, patient charges or fees, the program, protocols, business or strategic plans of Facility, or any other information which is confidential or proprietary to Facility, except as required for the treatment of patients, as required by law, which is of public knowledge, or as may be required in the defense of any action against Company or any Provider.

15. HIPAA Compliance. The parties agree to maintain the privacy and security of any individually identifiable patient health information received from or created for the other party in accordance with all relevant state and federal laws and regulations, including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 set forth at 45 CFR parts 160 and 164 (collectively "HIPAA"), and agree to take such actions as are necessary and appropriate in connection therewith.

16. Severability. If any part of any provision of this Agreement or any other agreement, document, or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining provisions of this Agreement.

17. Notices. All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly delivered in person or upon the earlier of actual receipt or three (3) business days after deposit with the United States Postal Service if sent by registered or certified, first-class mail, postage prepaid to the address of facility and company on Hospital Hands website.

18. Waiver of Breach. No delay or omission by any party to exercise any right or power accruing upon any breach of any covenant or agreement contained herein shall be construed to be a waiver of any such right or power or any acquiescence therein. The waiver by any party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of any other party.

19. Assignment. The rights and obligations of Company shall inure to the benefit of and shall be binding upon its successors and assigns. Company shall not have the right to assign this Agreement to any other person or entity without the prior written consent of Facility.

20. Entire Agreement. This instrument contains the entire agreement of the parties and supersedes all prior or existing agreements, written or oral, among the parties. Except as noted

below, this Agreement may be changed only by an agreement in writing, signed by all the parties hereto.

21. Independent Contractor. In the performance of the services pursuant to this Agreement, it is mutually understood and agreed that Company and its employees and contractors are at all times acting and performing as independent contractors and not as partners or employees of Facility. Company shall neither have nor exercise any control or direction over the methods by which the Providers perform the services hereunder. The sole interest and responsibility of Company is to provide licensed physicians to Facility as described herein. Neither Company nor any of its employees or contractors shall have any claim under this Agreement or otherwise against Facility for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits, all of which shall be the sole responsibility of Company. Facility shall not withhold on behalf of Company or any of its employees or contractors any sums for income tax, unemployment insurance, Social Security, or any other purposes, and all such withholdings or obligations shall be the sole responsibility of Company.

22. Federal Government Access.

(a) Until the expiration of six (6) years after the services are furnished pursuant to this Agreement, Company shall make available, upon written request by the Secretary of the United States Department of Health and Human Services or upon request by the Comptroller General of the United States, or any of their duly authorized representatives (including Medicare or Medicaid intermediaries or carriers), this Agreement and books, documents and records of Company that are necessary to certify the nature and extent of the cost of services provided pursuant to this Agreement, where such cost, in whole or in part, is submitted by Company to Medicare or Medicaid for reimbursement.

(b) If Company is requested by any governmental agency or its carrier to disclose any books, documents or records relevant to this Agreement for the purpose of an audit or investigation and which Company is obligated to provide pursuant to the provisions of this Paragraph 25, Company shall notify Company of the nature and scope of such request and shall make available, upon written request of Company, all such books, documents or records to the extent such notification and availability do not violate applicable law or compromise applicable privilege or confidentiality.

23. Amendment to Comply with Laws. Although the parties believe that this Agreement and the intent of the parties embodied herein complies with applicable laws and regulations, in the event any provision of this Agreement is reasonably deemed by either party to be in violation of state or federal law, rule or regulation, or judicial or regulatory interpretation, whether existing or newly adopted or promulgated, such provision shall be re-negotiated by the parties in good faith to render the provision in compliance with such law, regulation, or interpretation. If the parties cannot agree on such re-negotiated terms, this Agreement shall terminate upon reasonable written notice from either party to the other.

24. Force Majeure. No party shall be liable nor deemed to be in default for any delay, interruption, or failure in performance under this Agreement caused by or resulting, directly or indirectly, from Acts of God, civil or military authority, war, terrorism, vandalism, riots, civil disturbances, accidents, fires, explosions, earthquakes, floods, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, breakdown of machinery,

strike or other work interruptions by either party's employees, or any similar cause beyond the reasonable control of either party. However, the parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

25. Governing Law. This Agreement, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Colorado.

26. Additional Documents. Each of the parties agrees to execute any document or documents that may be requested from time to time by the other party to implement or complete such party's obligations pursuant to this Agreement and to otherwise cooperate fully with such other party in connection with the performance of such party's obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Hospital Hands, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative

\*\*\*execution of this agreement by electronic signature on the company's website constitutes formal execution of this agreement\*\*\*



