



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") made _____(the "Effective Date"), is entered into between Med Travelers, LLC ("Company") and _____ ("Provider").

Company contracts with its healthcare clients (the "Clients") to provide the services of allied professionals on a temporary basis, and Provider desires to provide allied services on a temporary basis to the Clients.

In order for Company to make efforts to arrange temporary allied assignments for Provider, Company and Provider agree as follows:

Compensation: For all authorized and properly documented time, Provider will be paid at the rates specified in the Assignment Confirmation Letter to be provided later.

Benefits: While on assignment, Provider will be eligible to participate in Company plan of group medical, life and dental insurance, as described in the Assignment Confirmation Letter

Housing: Company will provide reasonable living accommodations or provide a housing subsidy payment for duration of assignment. These accommodations and/or subsidy payments are part of Providers overall compensation and are contingent upon Provider working a minimum number of hours as established in the Assignment Confirmation Letter to be provided in connection with each assignment. If Provider works less than the minimum hours established, Provider will either not receive the benefit or will be responsible to reimburse Company for the unearned housing benefit as set forth in the Assignment Confirmation Letter.

Professional Liability Insurance: When providing services to Clients of Company, Provider, subject to eligibility, shall be insured under the terms of Company's group professional liability insurance policies. Subject to the terms and conditions of such policies, Company's professional liability insurance will cover Provider, if necessary, for any claim arising out of the rendering of, or failure to render, professional services while on assignment under this Agreement. Provider must provide all information required by Company's group insurer to establish and maintain eligibility under the group insurance policy. Among other things, this coverage is contingent upon the information Provider submits to Company being accurate and complete. Eligibility for Company professional liability insurance is necessary for employment.

Licensure: Company will pay for and assist Provider in requesting documentation necessary for state licensing. Provider agrees to provide timely and accurate information to Company and to complete required state licensing applications on a timely basis. Provider authorizes Company to release to any licensing boards or authorities any information required for licensing.

Professional Conduct and Standard of Care: Provider shall provide allied services according to the standards of practice among members of the same health care profession with similar training and experience situated in the community in which Provider performs such services on behalf of Client, and Provider will, to the extent possible, perform the same allied services and adhere to the same schedule and responsibilities as a provider on the active staff of Client in the department of Provider's specialty. Provider will adhere to Client's facility rules, policies and procedures. Allegations of unauthorized absence, violation of facility rules or other unprofessional conduct or breach or neglect of duty will be grounds for immediate termination of the assignment by Client and of Company obligations under this Agreement.

Records: Provider shall maintain customary medical records in accordance with the standards and within the time period set by the medical facility in which Provider performs services and agrees that the records shall be and remain the property of the facility. Provider agrees to complete all record-keeping requirements before leaving the assignment.

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Billings: Provider assigns all billings for services rendered to the medical facility at which Provider performs services and agrees that all billings for services rendered by Provider shall be and remain the property of and shall be solely processed and handled by the medical facility at which Provider performs services. Provider agrees to assist Client in Client's billing procedures, as applicable.

Confidentiality: Provider shall uphold the state and federal privacy protection laws, including the Healthcare Portability and Accountability Act (HIPAA) pertaining to protected health information. Provider understands that giving any confidential information to unauthorized individuals may result in disciplinary action or termination of employment

Full Time Service: Provider agrees to devote full professional efforts while on assignment to providing allied services for Client pursuant to this Agreement. Provider will not compete with Company's interests while on assignment. If Provider requests or is requested to perform additional responsibilities for Client not covered by this Agreement, Provider shall immediately notify Company and confirm the availability of professional liability insurance coverage for the additional responsibilities. If such coverage is not available through Company for such additional responsibilities, Provider will not perform such additional responsibilities.

Notification of Litigation: Provider shall immediately notify Company's Risk Management Department in writing of any threatened or actual malpractice claim involving Provider, whether the situation giving rise to such claim took place before or during this Agreement or is related to professional services rendered by Provider in connection with this Agreement. Provider also agrees to notify Company's Risk Management Department immediately and in writing of any incident relating to services provided under this Agreement that Provider has reason to believe may lead to a malpractice claim. Provider understands and accepts that failure to comply with these terms may invalidate the professional liability insurance provided under this Agreement.

Notification of Disciplinary Action: Provider agrees to notify Company immediately of any disciplinary or quality assurance proceedings involving Provider (e.g., with licensing boards, quality assurance committees, hospitals, allied professional societies, or of claims of suits), and Provider agrees to promptly notify Company if proceedings are pending or are instituted against Provider, whether or not they are related to work performed for a Client of Company.

Reproduction of Resume: In the course of presenting Provider to Client for potential provision of temporary allied services, Company will reproduce the resume of Provider. Company will use good faith efforts to prevent any errors in the reproduction of Provider's resume. Provider agrees to release and hold Company harmless from all liability for any errors made in reproduction.

Termination: Provider or Company may terminate this Agreement for any reason upon thirty (30) days written notice. Company may terminate this Agreement, a scheduled assignment, or any portion of a scheduled assignment immediately and without notice upon the occurrence of any of the following events:

- Provider becomes disqualified to practice their specialty in any state or Provider's license or hospital privileges are revoked, suspended or restricted, voluntarily or involuntarily.
- A Company Client for whom Provider performs services requests that Provider be removed from an assignment.
- Provider fails to qualify or becomes ineligible for coverage under the terms of Company's group professional liability insurance policy.
- Provider fails or refuses to perform the duties required by this Agreement, violates any terms of this Agreement, or otherwise refuses to cooperate with Company
- Client fails to meet its financial obligations to Company in relation to an assignment.
- Company determines that Provider provided false and/or misleading information to Company or Client or failed to provide information, the omission of which made Provider's representation(s) misleading.

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This list is illustrative and not all-inclusive. Upon termination, Provider will only be entitled to be compensated for work actually performed prior to termination and may be responsible for charges associated with a cancellation, including charges relating to any unearned housing benefit.

Non-Solicitation: For a period of one year after an assignment has concluded or has terminated for any reason, Provider shall not solicit or make any offer to become employed by, or to become involved, associated or affiliated with, directly or indirectly, any Client of Company whose need for coverage was discussed with Provider by Company or to whom Provider performed allied services, or to any affiliate of such Client, unless otherwise agreed to in writing by Company. Provider will not disclose information about opportunities presented to him/her by Company with other staffing agencies. Provider acknowledges and agrees that the obligations of this provision shall survive termination of this Agreement.

Recruitment: If during the one year period after Provider is presented by Company to a Client or after Provider ceases to provide services to a Client under this Agreement, whichever is later, Provider is recruited and accepts a permanent position with such Client, Client shall be responsible for paying a recruitment fee to Company, if Company has an agreement with Client for the payment of such fee. Provider agrees to notify Company immediately in the event Provider accepts an offer of a permanent position with Client or an affiliate of Client. If Client, or other third party, fails or refuses to pay the recruitment fee to Company, or is not obligated to pay such fee, then Provider shall not accept the permanent position. In the event of breach of this obligation, Company may hold Provider responsible for actual damages, which may exceed the amount of the recruitment fee that may be charged to the Client. Provider's acceptance of this Agreement or any assignment hereunder does not obligate Company to offer or Provider to accept any future assignments that may be available through the Company. Provider acknowledges and agrees that the obligations of this provision shall survive termination of this Agreement.

Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to conflict of law principles. Exclusive jurisdiction and venue of any dispute or legal action relating to this Agreement shall lie in the state or federal courts of Dallas County, Texas.

Notice: All notices shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the addresses set forth below.

Entire Agreement and Amendment: All prior or contemporaneous agreements, representations and statements, if any, between the Company and Provider are merged into this Agreement and this Agreement shall constitute the entire Agreement between them. It is anticipated that this Agreement will be supplemented by Assignment Confirmation Letters relating to individual assignments. In the event of any conflict between this Agreement and an Assignment Confirmation Letter, the Assignment Confirmation Letter will control. No waiver or modification of this Agreement shall be valid unless in writing signed by the party to be charged and only to the extent set forth therein.

Assignment: This Agreement may not be assigned, in whole or in part, by Provider. This Agreement shall be binding upon and inure to the benefit of Company's successors and assigns.

Headings: The captions in this Agreement are intended only as a matter of convenience and for reference and in no way define, limit or describe the Agreement's scope and intent or its provisions.

Severability: Each provision of this Agreement shall be enforceable independently of every other provision. Any provision herein prohibited by applicable law is void. In the event any provision of this Agreement is determined to be void or unenforceable for any reason, the remaining covenants and/or provisions will remain effective, binding and enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

MED TRAVELERS, LLC

By
Med Travelers, LLC

5001 Statesman Drive
Irving, TX 75063

By
Name: _____
Address: _____
City/State/Zip: _____

PROVIDERS INITIALS _____
DATE _____

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