

STANDARD TERMS AND CONDITIONS OF SERVICE

The following terms and conditions describe the standard terms and conditions for the provision of services by Favorite Healthcare Staffing, LLC ("Favorite") to its clients. In the event any of these terms and conditions conflict with other arrangements agreed upon in writing or stated in a Favorite rate agreement or rate schedule, such other terms and conditions shall apply. Changes to these standard terms and conditions of service may occur from time to time and will be published at the www.favoritestaffing.com public website and can be found by going to <https://www.favoritestaffing.com/workforce-solutions/client-services>.

Definitions:

- A. Client has the meaning ascribed to it in the applicable Rate Agreement in which these terms and conditions are incorporated.
- B. Local or Travel Contract THP is any THP provided by Favorite for whom a confirmation of terms of an assignment of not less than 4 weeks in duration has been made by Client. A Local or Travel Contract THP may be on a travel assignment (including Stipend Pay) or a local assignment.
- C. Per Diem THP is any THP not regarded as a Local or Travel Contract THP under these terms and conditions.
- D. THP is a temporary healthcare professional working as an employee of Favorite on assignment at Client.

I. STAFFING SERVICES

Responsibilities of Favorite. Favorite shall:

1. Provide services in conformance with all Joint Commission standards applicable to Health Care Staffing Services.
2. Provide a service coordinator staff on a 24 hour per day, 365 day per year basis to receive and process service requests and changes from Client.
3. Match Client service requests with THPs who are properly screened and qualified in accordance with applicable laws and Favorite's standard hiring practices attached hereto.
4. Provide Client, upon request, with documentation of the skills and qualifications of THPs, either via e-mail or facsimile.
5. Instruct all THPs to always carry on their person an original license, evidence of current CPR and any applicable specialty certifications, for immediate Client inspection.
6. Assume sole responsibility as the employer of record for the payment of wages to THPs and for the withholding of applicable federal, state and local income taxes, the making of required Social Security tax contributions, and the meeting of all other statutory employer responsibilities (including, but not limited to, unemployment and worker's compensation insurance, payroll excise taxes, etc.).
7. Comply with federal, state and local labor and employment laws applicable to THPs, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; the Patient Protection and Affordable Care Act (ACA); and the Occupational Safety and Health Act of 1970.
8. Comply with all provisions of the ACA applicable to THPs, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.
9. Maintain a system documenting, tracking, and reporting unexpected incidents, including errors, unanticipated deaths and other events, injuries, and safety hazards relating to the care and services provided. (It is the Clients' responsibility to promptly notify Favorite within 24

hours of when an incident occurs. Upon notification, Favorite will then implement incident tracking/resolution processes and communicate with the client as needed.) Client may be required to provide written documentation to Favorite to facilitate the investigation and potential corrective actions of incidents. Depending on the severity of the incident, Favorite will also have its Director of Nursing review and make recommendations.

10. Maintain general liability insurance and professional liability insurance with limits equal to or greater than \$1,000,000 per occurrence and \$3,000,000 aggregate. Maintain workers compensation insurance in the amounts mandated by applicable state law in which services are being performed. Favorite will provide certificates of insurance upon request.
11. Use subcontractors in the usual course of providing staffing services, in its discretion.
12. Not engage in unlawful discrimination, harassment, or retaliation with respect to race, religion, sex, creed, disability, age, national origin, or any other protected category under applicable federal, state or local laws.
13. Comply with Section 1861(v) of the Social Security Act, and, therefore, for a period of four years, make available upon written request such books, documents and records as are necessary to certify the nature and extent of the cost of providing services.
14. If providing services to a Client located within the State of Missouri, comply with Section 198.644(1)(10) of RSMo.

Responsibilities of Client. Client shall:

1. Provide Favorite with sufficient and accurate information to enable Favorite to match the position's requirements to the skills and experience of THPs. Client shall make final determination of the suitability of THP's documented competencies and experience as presented by Favorite for the designated assignment and shall not permit or direct any THP to act beyond the scope of their specific assignment duties, education, licensing, or certification, or in a manner other than what is reasonable and customary within THP's profession.
2. Provide orientation which, at minimum, includes the review of policies and procedures regarding medication administration, documentation procedures, patient rights, Infection Prevention, and Fire and Safety, OSHA and EMR/Charting (if applicable). Client shall provide adequate job instructions, training, assistance, and on-site supervision and direction to THPs in the same manner as Client provides to its own employees. Client shall provide THPs with a safe worksite and provide appropriate information, training, and safety equipment as necessary. Client is responsible for the care of patients and will maintain administrative and professional supervision of THPs with respect to provision of services to Client's patients and ensure such services comply with all treatment plans as determined by Client.
3. Manage Favorite's THPs consistent with their own policies and procedures and address any incident consistent with those policies and procedures. Promptly notify (within 24 hours) Favorite by written documentation of any unexpected incidents, errors and sentinel events that involve THPs and of any occupational safety hazards or events that involve THPs.
4. Recognize Favorite's policy regarding the floating of staff whereby THPs are instructed not to accept a floating assignment if they do not have the skills required to perform a competent level of care.
5. Assist Favorite with the periodic evaluation (no less than annually) of THP job performance. Local or Travel Contract THPs will be evaluated after each assignment. In the event Client requests a THP's assignment to be ended for any reason, Client shall provide Favorite with reasonably sufficient details with respect to the reason for the assignment termination. Client shall not request an assignment to be ended for any unlawful reason.
6. If applicable, when advanced practice services are requested (NPs and/or PAs), Client shall provide an executed copy of the Collaborative Agreement between the advanced practice personnel and the collaborating physician.

7. Promptly notify (within 24 hours) Favorite by written documentation of any unsatisfactory job performance or action taken to terminate the services of a THP due to incompetence, negligence, or misconduct. In such event the client shall only be obligated to compensate Favorite for actual time worked by the THP.
8. Comply with all applicable federal, state, and local laws, including, but not limited to, not engaging in unlawful discrimination, harassment, or retaliation with respect to race, religion, sex, creed, disability, age, national origin, or any other protected category under applicable federal, state or local laws with respect to THPs.
9. If unable to resolve a problem or complaint at the branch or department level, please refer to Favorite's Client Grievance Policy located on Favorite's website at www.favoritestaffing.com for instructions on how to submit a grievance to Favorite or to report concerns to The Joint Commission. Client may submit a grievance in writing to the corporate office by mail or by email to clientcomments@favoritestaffing.com or by calling Favorite's corporate office Human Resources/Quality Assurance Director at 800-676-3456.
10. Provide at least 24 hours' notice of any cancellation of assignment or accept responsibility for payment of 4 hours at the applicable rate for Per Diem shifts. Local or Travel Contract THPs should not be cancelled unless rescheduled within the same week. Minimum billing once THP has started to work a four (4) hour or greater assignment is 4 hours.
11. Timely and accurately approve THP's time each week via Favorite's Timecard Mobile App. THP will provide the shift information via mobile phone to the Client and Client will review, approve and sign on the THP's mobile phone. Once a THP's timecard has been approved it will be submitted to Favorite Healthcare electronically and an email confirmation will be sent to the Client Supervisor if they choose to receive one. Weekly invoices will include a copy of the Client Supervisor's signature along with the approval details for each shift. A copy of Favorite's Timecard Mobile App Instructions can be found on Favorite's website at www.favoritestaffing.com for Client's convenience and reference. If the Client requires the THP to provide additional information such as nursing notes, narratives, etc., the Client approval acknowledges the receipt of such additional information.
12. Remit payment for services directly to Favorite upon receipt of invoice, **no later than 30 days from the invoice date**. In the event the Client disputes any amounts invoiced, an explanation of any items in question must be received by Favorite's Accounts Receivable department within 15 days. This notification must be made by one of the following means:

By telephone: (800) 676-3456
By fax: (866) 291-1511
By e-mail: accountsreceivable@favoritestaffing.com

By U.S. mail to:
Favorite Healthcare Staffing, LLC
Attn.: Accounts Receivable
9800 Metcalf Avenue, 4th Floor
Overland Park, KS 66212
13. Pay interest equal to annual maximum allowable by state law, plus cost and expenses, including but not limited to reasonable attorney and collection fees, incurred in the collection of the client's account in the event client fails to remit payment within 30 days from the invoice date.
14. Client shall be responsible for all taxes of any kind imposed upon the sale of services under these terms and conditions; provided, however, that Favorite shall be responsible for any and all taxes imposed upon the net income earned by Favorite hereunder.
15. Except where prohibited by applicable law, in the event Client wishes to hire, directly or indirectly through any other person or entity, a THP within 12 months from the subject THP's last worked shift at Client's facility, Favorite shall invoice and Client agrees to pay a conversion fee based upon the Temp-to-Perm conversion fee schedule below:

Hours Worked at Client Through Favorite:	Fee:
0-249	= 100% of Direct Hire Fee
250-579	= 75% of Direct Hire Fee
580-1,079	= 50% of Direct Hire Fee
1,080+	= 25% of Direct Hire Fee

The "Direct Hire Guarantee" below shall not apply with respect to any converted THPs pursuant to this Section 16.

II. DIRECT HIRE SERVICES

Direct Hire Placements. In the event Client requests Favorite to recruit and refer qualified candidates for direct hire by Client ("Direct Hire Services"), Client agrees to pay a direct hire fee equal to the percentage of the direct hired candidate's first year annualized compensation (including shift differentials) ("Direct Hire Fee") in the table below for any candidate presented to Client by Favorite who accepts a position within twelve (12) months of Favorite's introduction with any clinic, group, healthcare facility or organization owned, operated, or affiliated with Client. The first-year compensation amount will be listed on the employment letter for the candidate. Part-time candidates working less than twenty (20) hours per week will be calculated based on a twenty (20) hour minimum.

Position Level	Job Specification	Direct Hire Fees
Staff & Mid-Level Positions	Includes supervisor, manager, director, and advanced providers (NP / PA)	20%
Executive Level	Director of Nursing, VP Operations and C-Level Healthcare Personnel	25%
Physicians		25%

In addition to the Direct Hire Fee, Client agrees to pay all reasonable preapproved expenses incurred by Favorite related to the performance of services under these terms and conditions.

Direct Hire Ownership. A direct hire candidate is not fee eligible if already in Client's database; provided, however, that (i) Client must notify Favorite within five (5) business days of presentation if such candidate is already in Client's database, otherwise the candidate is considered fee eligible to Favorite; and (ii) if such candidate has not been contacted by Client within the immediately preceding 45 days, the candidate is also considered fee eligible to Favorite.

Direct Hire Guarantee. In the unlikely event that the Client is unsatisfied with a direct hire candidate introduced by Favorite and terminates the candidate's employment prior to the subject direct hire candidate's completion of ninety (90) days of employment with Client, or in the event such candidate resigns or quits within the same period, Favorite will work with Client to replace the candidate, or Client will be issued a partial refund based upon the following schedule (as a percentage of the Direct Hire Fee):

0 – 30 days	75% refund
31 – 60 days	50% refund
61 – 90 days	25% refund

The Direct Hire Guarantee shall not apply to terminations as a result of layoff, a substantial change in the original job description, or elimination of the position. No Direct Hire "Guarantee" refund will be issued (i) if Client did not pay the applicable Direct Hire Fee invoice within thirty (30) days of the invoice date; or (ii) if Client does not promptly notify Favorite of the termination (and in no event later than (5) business days after such termination).

Direct Hire Services. Favorite agrees to undertake the following with respect to candidates presented to Client:

- Initial screening interviews of potential candidates to determine level of interest and compatibility for given opportunity
- Conduct a Criminal Background check according to Joint Commission standards and always in accordance with government regulations. This check includes: the counties lived in for the last 7 years and a SSN trace
- Conduct reference checks for our own internal purposes.
- Provide Client with initial reference information on candidates for independent evaluation
- Act as a liaison on behalf of the Client in negotiating the terms of the employment terms
- Provide consistent communication regarding the status of the search and candidate(s) selection process

Direct Hire Disclaimer. With respect to Direct Hire Services, Favorite does not guarantee the performance of any candidate or the accuracy of information provided regarding a candidate, and disclaims any responsibility

for claim, loss, or liability as a result of a candidate's acts or omissions. Favorite urges Client to conduct such investigations, as it deems necessary to verify candidate information or to obtain such other information, as it may deem relevant.

Direct Hire Payment. Favorite shall invoice Client upon start date of the candidate with Client. Payment is due upon receipt and Client agrees to pay invoices for Direct Hire Services no later than thirty (30) days after receipt of an invoice. Client agrees to pay interest equal to annual maximum allowable by state law, plus cost and disbursements, including reasonable attorney and/or collection fees, incurred in the collection of the client's account in the event client fails to remit payment within 30 days from the invoice date.

International Direct Hire. Upon the request of Client, Favorite can also make available international healthcare professional candidates ("International Candidates") under its Espirita brand for direct hire by Client. The Direct Hire Fee for Espirita candidates shall be \$27,500 (USD), plus fees for additional services selected by Client in a written work order with Espirita ("Work Order"). Additional fees may include immigration and visa expenses and fees, accommodation and relocation costs, and testing and other applicable licensing requirements for International Candidates, subject to the services purchased by Client in the applicable Work Order. Specific visa or other work authorization requirements may apply with respect to International Candidates. International Candidates are Direct Hire Fee eligible to Espirita for eighteen (18) months following introduction by Espirita. Separate "Guarantee" terms shall apply and will be set forth in the applicable Work Order.

III. LOCUM TENENS SERVICES

Locum Tenens Staffing. To the extent that Client requests locum tenens staffing of physicians or other advanced practice providers ("Locum Tenens Staffing Services"), Favorite will provide Locum Tenens Staffing Services through its affiliate, SUMO Medical Staffing, LLC, a Utah limited liability company ("Sumo"). Client may request Locum Tenens Staffing Services at any time and Sumo will provide Locum Tenens Staffing Services pursuant to an Acceptance Letter (as defined below) between Client and Sumo and subject solely to the terms and conditions of this Section III. **For the avoidance of doubt, no other terms and conditions in Sections I, II, or IV shall apply to Locum Tenens Staffing Services.**

Providers. Sumo will furnish Physicians and Advanced Practice Professionals ("Providers") to provide clinical services to Client on a temporary basis for the time periods requested by Client (each, an "Assignment") in an Acceptance Letter in return for consideration to be paid by Client as stated in the Acceptance Letter.

Client Acceptance. Sumo will present Providers to Client for Client's consideration. Client has the right to reject any Provider presented by Sumo. However, Client shall not reject a Provider presented by Sumo and then either engage or hire the Provider directly or through a different agency. If Client verbally accepts the Provider presented by Sumo, the terms shall be as stated in this Section III and as further outlined in an Acceptance Letter with Sumo ("Acceptance Letter"). Acceptance Letters shall not be issued until Sumo and Client have verbally agreed on a Provider who has been presented. For the avoidance of doubt, the above candidate ownership provision shall apply even if Client has not executed an Acceptance Letter.

Client Obligations. Client agrees to provide each Provider with a reasonable work schedule. Client shall be responsible to provide each Provider with reasonably maintained and usual and customary equipment and supplies, and a suitable practice environment in compliance with acceptable ethical, medical and legal standards.

Travel and Housing. Client is responsible for a Provider's travel and housing while on Assignment with Client. Client and Sumo will work together to arrange travel and housing, but if Sumo makes these arrangements, Client shall immediately reimburse Sumo for all costs incurred, including but not limited to (i) reasonable living accommodations; (ii) reasonable round-trip transportation to and from the Assignment; and (iii) local transportation. Client may directly furnish said housing and transportation to Provider on a case-by-case basis if acceptable to Provider and Sumo.

Fees; Privileges; Holiday Premiums. Client shall pay Sumo for Provider coverage for each Assignment as specified in the Acceptance Letter for the Assignment. Client will pay Sumo's fees upon receipt of invoice representing hours worked by a Provider, based on a weekly time sheet submitted by Provider. Client shall maintain sufficient records to allow Sumo to ascertain correctness of payment. Client is responsible for the costs associated with obtaining privileges for each Provider who provides coverage for Client.

Client agrees to pay a premium (in addition to all normal charges) for all holidays recognized by Client. These holidays may include and would not be limited to, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. If no Assignment coverage is needed on a Holiday, only the Premium shall be charged (in addition to any housing and travel if applicable). There may also be a Holiday charge for a period over the holidays such as the week of Christmas and the week of Thanksgiving. This premium will be defined in Client's Acceptance Letter.

Acceptance Letters. After arrangements have been made for Provider to furnish coverage in response to a requested Assignment, and upon Client's verbal acceptance of said Provider, the requested Assignment shall be binding upon Client and confirmed in writing by Agent via the Acceptance Letter. Acceptance Letters shall be considered received upon sending unless otherwise notified by Client. Assignments are binding and subject to the cancellation provisions in this Section III once Client has verbally accepted a Provider. In the event that any changes or additional arrangements are made to an Assignment after an Acceptance Letter has been issued, a revised Acceptance Letter shall be issued to reflect these changes or additional arrangements. The Acceptance letter shall include the name and specialty of Provider providing the coverage, the dates and location of the Assignment, the fees for the Assignment (hourly rates), and the applicable Permanent Placement Fee if Provider accepts a permanent job with Client.

Providers as Independent Contractors. Notwithstanding anything to the contrary in these terms and conditions with respect to THPs, Client acknowledges and agrees that all Providers presented by Sumo are independent contractors that Sumo represents. Sumo is responsible for compensating Provider directly. As independent contractors, Sumo does not pay employment taxes for Providers or furnish Worker's Compensation coverage. Sumo does not make clinical decisions for Providers and does not direct or control the clinical services furnished by Providers. Sumo is a placement agency and does not practice medicine, control the practice of medicine or control the medical providers it places. Sumo accepts no responsibility or liability for Provider malpractice or negligence. Sumo will require each Provider to be appropriately licensed. However, Provider shall be responsible for maintaining his or her license in good standing.

Professional Liability Coverage. Sumo shall provide professional liability insurance coverage for each Provider while on Assignment with Client, unless otherwise specified in the Acceptance Letter. This insurance will cover all incidents that may occur during an Assignment, regardless of when a claim is made, in limits of \$1,000,000 per incident and \$3,000,000 in aggregate unless higher or lower limits of liability are required by a state, regulatory body, or may be required by law.

Permanent Placement of Providers; Temp-to-Perm. In the event that any Provider introduced to Client by Sumo is hired for a permanent position with Client within two (2) years from the date of introduction to Client or, if Provider has been on Assignment with Client, within two (2) years after the last day of Provider's Assignment with Client under this Agreement, then Client shall pay to Sumo the Permanent Placement fee as outlined in the Acceptance Letter ("Permanent Placement Fee"). The Permanent Placement Fee applies regardless of whether Provider actually performed work for Client through Sumo. This fee is payable within twenty (20) days of a candidate's acceptance of the Client's offer, whether verbally or in writing. Locum tenens fees may be assessed for Provider coverage up to the date the Permanent Placement Fee is paid. Once the Permanent Placement Fee is paid, Sumo shall not assess further fees for that Provider and there shall be no further obligation between Client and Sumo with respect to that Provider except for Client's obligation to reimburse Sumo for any outstanding costs related to services already provided by such Provider including travel and housing expenses. The Permanent Placement Fee is also due if the locum tenens Provider accepts a permanent position with an organization or group owned by or affiliated with Client at any time within two (2) years of the termination of this Agreement, regardless of the geographic location where Provider is recruited to perform services.

Cancellation. Once a Provider is verbally accepted by the Client, the Client must provide Sumo written and verbal notice of cancellation of any Assignment at least thirty (30) calendar days in advance of the scheduled start date. Verbal notice is effective when it is given directly to Sumo by telephone or in person. Written notice shall be deemed to be received upon sending. If the Client fails to provide a full thirty (30) days' notice to Sumo, Client will be responsible to pay Sumo the total fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days. Client shall also be responsible for payment of all other costs incurred by Sumo as a result of the cancellation of an Assignment, including, without limitation, airfare costs, lost rents & security deposits. In the event that Client

cancels an Assignment that is scheduled less than thirty (30) days out, Client shall be responsible for all costs associated with the Assignment up to a maximum of thirty (30) calendar days. If for any reason the Provider does not meet Client's credentialing requirements or privileging process, Client shall not be liable for any cancellation fees. However, Client may be asked to provide written documentation explaining to Sumo's satisfaction why the Provider does not meet Client's credentialing requirements. Once the Provider is on Assignment, either party may terminate the Assignment upon thirty (30) days' written notice. Sumo may pull the Provider from any Assignment without giving thirty (30) days' notice if Client fails or refuses to pay any amount due under these terms and conditions and the Acceptance Letter. Should Client determine that a Provider must be removed from an assignment for reasons related to professional competence at any time during the assignment, Client shall communicate to Sumo the reason for the removal in advance and shall cooperate with Sumo in providing necessary risk management information. Sumo shall promptly notify Provider of the removal. Sumo will not remove a Provider from an Assignment for discriminatory reasons. If a Provider is removed for cause, Client must pay Sumo for actual time worked, together with transportation and lodging costs incurred, but no other charges will apply. If a Provider is removed from an Assignment, Sumo shall use best efforts to provide a qualified replacement satisfactory to Client for which approval shall not be unreasonably withheld.

No Guarantee. Sumo gives no guarantee that it will be able to fill Client's needs. Sumo agrees to use its commercially reasonable best efforts to source and present Providers as reasonably requested by Client. No warranty or guarantee concerning a Provider's abilities or performance is made Sumo, and Client will exercise independent discretion in accepting and retaining Providers submitted for Assignment. Assignments shall not be binding upon Sumo unless and until Client has verbally accepted the Provider. Sumo is not responsible for any costs or damages incurred by Client in the event that a Provider provided by Sumo cancels an Assignment. In the event of such cancellation, Sumo will use its best efforts to find a replacement Provider or this same or similar time period. For the avoidance of doubt, in no event shall Favorite be responsible or held liable by Client for any Locum Tenens Staffing Services hereunder.

Miscellaneous. These terms and conditions and any Acceptance Letter contain the entire agreement between Client and Sumo related to Locum Tenens Services. In the event of a conflict between these terms and conditions and any Acceptance Letter, the Acceptance Letter shall control with respect to the specific conflict and for the Assignment covered by the Acceptance Letter only. Client agrees to pay all expenses and costs, including attorney's fees and interest, incurred by Sumo in the event that it needs to use collection efforts on past due invoices or in the event of litigation over any alleged breach of these terms and conditions. Client will pay Sumo for any and all amounts assessed against Sumo regarding locum tenens coverage performed under mandatory state patient compensation or medical professional liability funds when working in the states with such funds. Locum Tenens Services shall be governed by and construed in accordance with the laws of the State of Utah.

IV. GENERAL TERMS AND CONDITIONS

Confidentiality. Favorite and Client ("Disclosing Party") may share with each other ("Receiving Party") information that the Disclosing Party deems confidential while performing or accepting services under these terms and conditions. The Receiving Party agrees to maintain the confidentiality of the Disclosing Party's confidential information. In addition, Client agrees all candidate referrals and THP information is provided by Favorite on a confidential basis and Client shall hold Favorite harmless from any liability resulting from Client's unauthorized disclosure or misuse of information regarding any candidates or THPs. No knowledge, possession, or use of Client's confidential information by a THP will be imputed to Favorite as a result of a THP's access to such information.

Partner Portal. Client agrees to the Mobilize® Platform User Agreement for Clients available on our website at <https://www.favoritestaffing.com/hubfs/documents/Favorite-Healthcare-Staffing-Mobilize-Platform-User-Agreement-Clients.pdf> ("Partner Portal Terms") and incorporated herein by this reference on behalf of itself and its Authorized Users (as defined in the Partner Portal Terms). Client's use of the Partner Portal facilitates posting, booking, and managing open job and shift opportunities. The Partner Portal may include, at the option of Client, Quickshift™ (or the ability for THPs to automatically match to open job or shift opportunities posted by Client in the Partner Portal).

Mutual Indemnification.

Favorite and Client (an "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party and its affiliates, and their directors, officers, employees, agents, successors and assigns (collectively, the "Other Party Indemnitees") from and against all liabilities, losses, damages and costs (including reasonable attorneys' fees) (collectively, "Losses") they may suffer as the result of third party claims, demands, actions, suits or judgments against them resulting from or arising out of: (a) the negligence, recklessness, or willful misconduct on the part of the Indemnifying Party; (b) a Indemnifying Party's violation of applicable law; and (c) any breach of the rate agreement or these standard terms by the Indemnifying Party. The foregoing indemnification obligation shall not apply to Losses to the extent such Losses result from or arise out of: (i) the negligence, recklessness, or willful misconduct on the part of any of the Other Party Indemnitees; (ii) the failure by any of the Other Party Indemnitees to comply with applicable Law; or (iii) any breach of the rate agreement or these standard terms by any of the Other Party Indemnitees. This provision does not apply to Locum Tenens Services.

The Indemnified party shall promptly notify the Indemnifying Party in writing of any third party claims, demands, actions, suits or judgments that fall within the scope of this Mutual Indemnification provision, promptly give the Indemnifying Party the opportunity to assume sole control of the defense or settlement of such third party claims, demands, actions, suits or judgments, and promptly provide the Indemnifying Party all necessary information and assistance (at the other Indemnifying Party's sole expense) in connection with such defense and settlement. The Indemnifying Party shall have the sole authority to settle any matter subject to indemnification without the consent of the Indemnified Party; provided, however, that such settlement shall not impose any restrictions or liabilities upon the Indemnified Party.

Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL LOSSES OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST RECORDS OR DATA, LOSS OF USE OF FACILITY OR EQUIPMENT, LOSS BY REASON OF A FACILITY SHUT-DOWN, NON-OPERATIONS OR INCREASED EXPENSE OF OPERATIONS, OR OTHER COSTS, CHARGES OR PENALTIES REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE EVEN IF THE POSSIBILITY OF SUCH DAMAGES HAS BEEN ADVISED.

Severability. To the extent any applicable law or court of competent jurisdiction renders any provision of these terms and conditions void or unenforceable, in whole or in part: (a) all remaining provisions and any unimpacted portions of the subject provision shall remain enforceable to the full extent permitted by applicable law; and (b) such provision, in whole or in part, shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto.

Governing law. These terms and conditions (except Section III) will be governed by and construed in accordance with the laws of the state of Kansas, without reference to any conflicts of law principles thereof

Joint Commission

The Joint Commission standards under which Favorite is certified relate to quality and safety of care issues as impacted by Favorite's temporary healthcare professionals. Anyone believing that he or she has pertinent and valid concerns about such matters should report these to the management of Favorite Healthcare Staffing either at the branch office or the corporate office (please see www.favoritestaffing.com for contact information). If the concerns cannot be resolved through Favorite, the individual is encouraged to contact The Joint Commission.

Phone: 800-994-6610
E-Mail: patientsafetyreport@jointcommission.org
Fax: 630-792-5636
Mail: Office of Quality and Patient Safety
The Joint Commission
One Renaissance Boulevard
Oakbrook Terrace, IL 60181
Online: www.jointcommission.org

1. THE FOLLOWING DOCUMENTATION COLLECTED AND RETAINED IN THE PERSONNEL FILE FOR ALL PERSONNEL:

- A. Picture Identification: A photo I.D. from a reliable source.
- B. Pre-Employment Screening: All applicants are subjected to a 10-panel drug screen and otherwise tested in accordance with applicable regulatory requirements.
- C. Criminal Background Investigation: Employees are checked in a manner compliant with the requirements of Client and always in accordance with government regulations.
- D. I-9: Documentation and verification upon Pre-employment
- E. Education: Documentation of Education associated with profession/class. (Accepted if it is documented on the application)
- F. Work History: Documentation of work history associated with profession/class or as required by client. (Accepted if it is documented on the application)
- G. References: At least two satisfactory written or verbal references verifying work performance in applicable clinical areas.

2. THE FOLLOWING DOCUMENTATION COLLECTED AND RETAINED IN THE PERSONNEL FILE FOR CLINICAL PERSONNEL:

- A. License Verification: Primary Source On-Line Verification of the employee's license/certification verified with the state, unless the state does not offer verification.
- B. Certifications: C.P.R. card and/or other certifications (ACLS, PALS, etc.) as required by policy and client requirements.
- C. Skills Inventory: A comprehensive skills inventory appropriate to job classification and age-specific self-assessment.
- D. OIG/GSA: Automatically checked on all new hires and then approximately every 1-3 months thereafter.
- E. Annual Training and Orientation: Evidence of a yearly review of Fire & Safety, Infection Prevention, Hazardous Waste, Joint Commission Patient Safety Goals and OSHA and HIPAA Privacy and Security standards.
- F. Health and TB Test: Pre-employment health self-assessment. Upon hire, TB within the past year/or TB questionnaire and current clear chest x-ray. Other specific health requirements as directed by client or state health guidelines. Each applicant must have received the Hepatitis B vaccination series or have provided a declination.
- G. Testing: Documentation of applicants' competency tests for most clinical staffing areas. A passing grade of 75 percent or better must be obtained. Certain specialty areas and paraprofessional testing may be replaced with client interview or other evaluation.

3. INTERVIEW, PLACEMENT AND ORIENTATION:

- A. Prospective employees are interviewed by the branch director or designee. During the interview, emphasis is placed upon work history and clinical expertise.
- B. Information is provided to applicants regarding performance requirements, Favorite's policies and procedures and, in many cases, specific policies and procedures of client institutions.
- C. The assignment of employees is made with consideration for the skills and expertise of the employee, the needs of the client and ultimately the client's acceptance of the suitability of the employee to perform the duties of the assignment.
- D. Favorite Healthcare Staffing, LLC assists its client institutions, as requested, with implementation of their orientation policies and procedures.