

AGREEMENT TO PARTICIPATE IN QUALIVIS STAFFING PROGRAM

This Agreement To Participate In Qualivis Staffing Services Program (the “**Agreement**”) is entered into by and between _____ (“**Client**”), and Qualivis, LLC (“**Qualivis, LLC**”) on _____, 20 ____ (the “**Effective Date**”).

RECITALS

Qualivis offers a staffing services program to hospitals, clinics and other healthcare facilities like Client (the “**Qualivis Staffing Program**”). Client wishes to participate in the Qualivis Staffing Program and Qualivis, LLC wishes to permit Client to participate under the terms set forth in this Agreement.

AGREEMENT

1. Participation Subject to the Qualivis-Agency Agreement. Client agrees that its participation in the Qualivis Staffing Program is governed by the terms set forth in this Agreement and the Application for Approved Vendor Status & Staffing Agreement, effective May 18, 2018, as amended (the “**Qualivis-Agency Agreement**”), a copy of which can be found at <https://www.qualivis.com/qualivis-staffing-vendor-agreement/> accessed by password: Qual#2018!. The Qualivis-Agency Agreement is hereby incorporated into this Agreement by reference as though set forth in full at this point. Client agrees that it is a Client as defined in the Qualivis-Agency Agreement and agrees to comply with all obligations of Clients set forth in the Qualivis-Agency Agreement, including, but not limited to, [the Client payment obligations to Agencies (as defined in the Qualivis-Agency Agreement) as set forth in Article V – Compensation and Billing, and] all duties of Clients set forth in Section 4.2 – Responsibilities of Client. Client agrees that Agencies are intended third-party beneficiaries of this Agreement, including, but not limited to with respect to all payment obligations owed by Client.

2. Rates Inclusive. All rates are all-inclusive and include recruitment fees, travel reimbursement, lodging per diem reimbursement, meal & incidental expense per diem reimbursement and compensation for Agency Staff. Client acknowledges that it will be subject to the 50% deduction limitation under Internal Revenue Code (“IRC”) § 274(n) to the extent such limitation applies to any reimbursement for which it is responsible. Agencies may provide Client with sufficient substantiation of any such reimbursement in accordance with IRC § 274(d).

3. Term; Termination. The term of this Agreement shall be from the Effective Date through May 8, 2020 and thereafter will renew automatically for successive one (1) year periods, unless and until terminated as provided herein. Either party may terminate this Agreement, with or without cause, at any time upon ninety (90) days’ written notice to the other party. In the event of termination, the terms of this Agreement and the Qualivis-Agency Agreement will continue to be in force and effect after such termination for any Schedule not terminated or for any Agency Staff then on assignment with Client, or scheduled to commence an assignment with Client less than fourteen (14) days after such termination.

4. Notices. All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the second day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as provided below. Any Party may change its address for purposes of this paragraph by giving the other Party written notice of the new address in the manner set forth above.

To: _____
Attn: _____
Address: _____

Email: _____

To: Qualivis, LLC
2000 Center Point Road, Suite 2360
Columbia, South Carolina 29210
Email: contracts@qualivis.com

5. Entire Agreement. This Agreement, including the recitals, exhibits and addenda which are hereby incorporated into the Agreement, contains the entire agreement between the Parties relating to the subject matter hereof. All prior and contemporaneous oral and written agreements, understandings, negotiations, commitments and practices between the Parties are hereby superseded. No amendments to this Agreement may be made except by a written agreement signed by both Client and Qualivis, LLC.

6. Counterparts. This Agreement may be executed in one or more counterparts and transmitted and executed electronically, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

AGREED TO AND ACCEPTED BY:

Client: _____

By: _____
Signature

Name

Title

Date

Qualivis, LLC

By: _____
Signature

Name

Title

Date