

**Fill in this information to identify the case:**

Debtor 1 Fayette Memorial Hospital Association, Inc.

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Southern District of Indiana

Case number 18-07762

RECEIVED

JAN 02 2019

BMC GROUP

**Official Form 410**

**Proof of Claim**

04/16

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

|   |   |   |
|---|---|---|
| <p><b>1. Who is the current creditor?</b></p>   | <p><u>MedUS Travelers fka Axis Providers</u></p> <p><small>Name of the current creditor (the person or entity to be paid for this claim)</small></p> <p><small>Other names the creditor used with the debtor</small> _____</p>  |   |
| <p><b>2. Has this claim been acquired from someone else?</b></p>  | <p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>   |   |
| <p><b>3. Where should notices and payments to the creditor be sent?</b></p> <p><small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small></p> | <p><b>Where should notices to the creditor be sent?</b></p> <p><u>Jeffrey E. Ramsey</u></p> <p><small>Name</small></p> <p><u>101 W. Ohio St., Suite 1700</u></p> <p><small>Number Street</small></p> <p><u>Indianapolis, IN 46204</u></p> <p><small>City State ZIP Code</small></p> <p><small>Contact phone</small> <u>317-635-5005</u></p> <p><small>Contact email</small> <u>jramsey@bbrlawpc.com</u></p> | <p><b>Where should payments to the creditor be sent? (if different)</b></p> <p><u>Jeffrey E. Ramsey</u></p> <p><small>Name</small></p> <p><u>101 W. Ohio St., Suite 1700</u></p> <p><small>Number Street</small></p> <p><u>Indianapolis, IN 46204</u></p> <p><small>City State ZIP Code</small></p> <p><small>Contact phone</small> <u>317-635-5005</u></p> <p><small>Contact email</small> <u>jramsey@bbrlawpc.com</u></p> |
| <p><small>Uniform claim identifier for electronic payments in chapter 13 (if you use one):</small></p> <p>_____</p>                                   |   |   |
| <p><b>4. Does this claim amend one already filed?</b></p>   | <p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____</p>   |   |
|   |   | <p><small>Filed on</small> _____</p> <p><small>MM / DD / YYYY</small></p>   |
| <p><b>5. Do you know if anyone else has filed a proof of claim for this claim?</b></p>  | <p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>   |   |

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? ☒ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ 77,373.74. Does this amount include interest or other charges?  
☐ No  
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.

Staffing Services

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.

**Nature of property:**  
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☐ Other. Describe: \_\_\_\_\_

**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_

**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
☐ Fixed  
☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_

**12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ **No**

☐ **Yes. Check one:**

- ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
- ☐ Up to \$2,850\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).
- ☐ Wages, salaries, or commissions (up to \$12,850\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).
- ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).
- ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).
- ☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

**Amount entitled to priority**

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

- ☐ I am the creditor.
- ☒ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/17/2018  
MM / DD / YYYY

/s/ JEFFREY E. RAMSEY

Signature

**Print the name of the person who is completing and signing this claim:**

|               |   |             |                                   |
|---------------|---|-------------|-----------------------------------|
| Name          | Jeffrey E. Ramsey   |             |                                   |
|               | First name  | Middle name | Last name                         |
| Title         | Attorney for MedUS Travelers fka Axis Providers                                       |             |                                   |
| Company       | Blackwell, Burke and Ramsey, P.C.   |             |                                   |
|               | Identify the corporate servicer as the company if the authorized agent is a servicer. |             |                                   |
| Address       | 101 W. Ohio St., Suite 1700   |             |                                   |
|               | Number  | Street      |                                   |
|               | Indianapolis, IN 46204  |             |                                   |
|               | City  | State       | ZIP Code                          |
| Contact phone | 317-635-5005  |             | Email <u>jramsey@bbrlawpc.com</u> |

|                         |             |
|-------------------------|-------------|
| Principal:              | \$77,095.00 |
| Interest to 10/10/2018: | \$278.74    |
| Per diem \$25.34        |             |
| Total:                  | \$77,373.74 |

## MASTER AGREEMENT FOR STAFFING SERVICES

THIS AGREEMENT ("Agreement") is made effective this June 5, 2018, by and between Fayette Regional Health System located 1941 Virginia Avenue, Connersville, IN and that certain healthcare staffing agency ABC Staffing Solutions, Inc. ("Agency") that has provided its written consent to be bound by the terms and provisions of this Agreement.

### RECITALS:

WHEREAS, Facility is licensed as a hospital and/or healthcare provider in the state of Indiana and Facility is accredited by the Joint Commission;

WHEREAS, Agency is in the business of providing licensed health care professionals ("Agency Professionals") to hospital clients and other healthcare facilities; and

WHEREAS, in accordance with the terms and provisions of this Agreement, Facility desires the services of Agency to identify and provide certain Agency Professionals to Facility that are qualified and compliant with the standards identified by the Facility.

NOW, THEREFORE, the Facility and the Agency agree to the following:

#### I. GENERAL PROVISIONS

A. Facility, from time to time, will identify available needs for licensed health care professions by posting open staffing positions on the www.medstaff.com website. The posting by the Facility on the website will identify (among other items), the position requested, and the qualifications and standards required by the Facility.

B. Agency shall establish an account on www.medstaff.com, whereas, Agency may bid on positions for which they have qualified and interested applicants. Agency is not obligated to bid any position; however, applicants will only be selected through the bid process on the above referenced web site.

#### II. SERVICES BY AGENCY

A. Upon request by the Facility, and in accordance with the bid process under the above referenced web site, Agency shall use its best efforts to assign Agency Professionals to the Facility in full compliance with all terms and provisions of this Agreement. Agency understands and acknowledges that the providing of medical staffing services shall be undertaken by Agency on a non-exclusive basis, which means that this Agreement shall not preclude the Facility from using any other agent or entity for recruitment of medical staff.

B. Agency shall pre-screen Agency Professionals to determine whether their qualifications and competence complies with the qualifications and standards established by the Facility. The pre-screening by Agency shall include, but not be limited to, obtaining all pertinent information (hereinafter "Pre-assignment Screening Information") concerning the past employment, licensure, certifications, education and professional skills of Agency Professionals, and references. In addition, the Facility may in its sole discretion require Agency to conduct a full background and criminal record check regarding the Agency Professional to be assigned to Facility; the costs of all Pre-assignment Screening shall be borne by the Agency. Agency agrees to have all submitted candidates verify they have read the Frequently Asked Questions and agree to being submitted.

C. The existence of the required work experience, licensure and/or professional certification, and the results of a background/criminal record check shall be confirmed by Agency when it acquires the Pre-assignment Screening Information from Agency Professionals. The Facility, upon review of the Pre-assignment Screening Information shall have the right, in its sole discretion; to reject the assignment of any individual who it deems fails to satisfy the criteria established by the Facility.

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In accordance with the Pre-assignment Screening, Agency agrees to provide to Facility prior to placement of Agency personnel at Facility, the following documentation:

- i. Documentation of Rubella, Rubella, Mumps, Varicella-Zoster, and Tetanus.
- ii. Documentation of annual negative PPD, or documentation of current chest x-ray and TB Questionnaire;
- iii. Documentation of Hepatitis B vaccine or annual statement of declination;
- iv. General statement of physical health;
- v. Current copy of Indiana Nursing License.
- vi. Current copy of BLS and ALS Certification. (If Professional has other current certifications such as PALS, NALS, TNCC, etc, those certifications may be submitted as well.)
- vii. 10-panel drug screen.
- viii. Background and criminal record check, including OIG and EPLS.

D. Agency agrees to acquire the following information to be maintained in each Agency Professional's file, prior to and during placement of Agency Professionals with Facility. Facility may request to review documentation at any time. Documentation of thorough and intensive screening and background check to include:

- i. last seven years of applicable states resided and name changes;
- ii. If an Agency Professional has not had an assignment for one year at the Facility, the background check will be updated; and
- iii. drug screen done within one year of working at the Facility.

E. Prior to an Agency Professional's first shift worked at Facility, Agency will arrange for the Agency Professional to complete general Facility orientation which may include: Facility safety test, skills test, unit specific orientation, review of job description, signed confidentiality statement and signed Facility code of conduct.

F. Agency Professionals placed with Facility shall comply with Facility policies and procedures, state and federal laws and regulations, including, but not limited to, Joint Commission on Accreditation of Healthcare Organization ("JCAHO") guidelines, OSHA rules and other regulatory agency requirements.

G. Agency Professionals placed with Facility will perform their assignments in accordance with their applicable job descriptions and scope of practice.

H. Agency shall not provide any personnel who currently have an employment relationship with the Facility.

I. Agency shall provide a Certificate of Insurance to Facility. The Certificate of Insurance shall provide proof of:

- i. current professional liability;
- ii. general liability;
- iii. automobile liability, if applicable to position, workers' compensation for Agency Professionals; and
- iv. unemployment insurance (if Agency Professional is an employee of Agency).

Insurance coverage shall be for not less than \$1,000,000 (one million dollars) per occurrence and \$3,000,000 (three million dollars) in aggregate covering acts or omissions, which may give rise to liability for services under this Agreement. Workers' Compensation insurance shall be provided in accordance with applicable state law.

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J. Agency Professionals shall report any work related injuries incurred while placed with Facility in accordance with Agency reporting requirements. Agency Professionals will report any work related injury to both Agency and Facility concurrently. Agency Professionals shall be familiar with reporting requirements of Facility. Failure to notify Facility of work related injuries incurred by Agency Professional within time requirements of Facility reporting requirements will be grounds for ineligibility of future placement with Facility of Agency Professionals failing to comply with Facility reporting requirements.

K. Agency will maintain direct responsibility for payment of wages and other compensation (including expense reimbursement) to all Agency Professionals, and Agency shall be responsible for all applicable mandatory withholdings and contributions of federal, state and local income taxes, social security taxes, worker's compensation, and unemployment insurance for Agency Professionals.

L. In accordance with the requirements of the Facility, Agency agrees to have Agency Professionals available for the Facility twenty-four (24) hours per day, seven (7) days per week. Agency's obligation to provide requested Agency Professionals is limited, however, by the availability to Agency of Agency Professionals who are ready, willing and able to accept a Facility's assignment.

M. Agency will provide all Agency Professionals assigned by Agency to Facility with the copies of OSHA standard 29 CFR Part 1910.1030 and will maintain an accurate record of required training.

### III. RESPONSIBILITIES OF THE FACILITY

A. Facility will do an initial orientation and evaluation for Agency Professionals the first time Agency Professionals are placed with Facility. The evaluations will be made available to Agency upon request by the Agency.

B. Performance problems of Agency Professionals placed with Facility will be documented and reported to Agency in a timely manner.

C. Facility will provide hospital orientation to Agency Professionals, which may include: safety, security, infection control, emergency preparedness, and unit specific orientation.

D. Facility will comply with Joint Commission standards, including the provision of appropriate orientation of the Agency Professional to the unit(s). The degree of orientation required will vary according to the role and responsibilities expected of the Agency Professional. Agency documentation of the orientation will include the name of the facility personnel conducting such orientation, the date of the orientation; including the Agency Professionals acknowledgment by signature that such orientation was provided.

E. Facility will identify a human resource person that is available for communication to Agency staff.

F. As Facility controls the working environment of Agency Professionals assigned by Agency to Facility, Facility will be responsible for providing all Facility-specific training noted in OSHA standard 29 CFR Part 1910.1030 including, but not limited to, the Facility Exposure Control Plan, hazard communication, engineering and work practice controls, and the Facility contact for biohazard emergencies. Facility will provide to Agency documentation of all training provided to Agency Professionals by Facility to enable Agency to meet its obligations under this Agreement.

G. Facility will cooperate with Agency to enable Agency to complete the required post-exposure evaluation and follow-up when an Agency Professional assigned to Facility has experienced an exposure incident.

H. If Facility requires, Agency Professionals shall report to Facility 48 hours, or two workdays (Monday to Friday) prior to Agency Professional's actual commencement of Agency Professional's assignment, in order to complete pre-employment clinical testing procedures, drug screening and physical exams. Agency Professional will not be compensated for this time.

I. Facility will provide an orientation for Agency Professionals. Orientation will include an explanation of job responsibilities and the policies and procedures of which Agency Professionals must be aware in order to perform and document high quality patient care. The Facility will pay the agreed upon All Inclusive hourly rate for these hours prior to

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commencement of worked assignment at contracted rate per hours of service, not to exceed thirty-six (36) hours. Agency employees must work at least 3 scheduled shifts after completion of orientation for Agency to be paid for orientation hours.

J. Upon completion of assignment, or as otherwise deemed appropriate by Facility, Facility will evaluate in their approved format each Agency Professional assigned by Agency regarding the Agency Professional's ability to perform his or her specific patient care activities. Agency will evaluate each Agency Professional no less than annually, and performance reports, which may include questionnaires or other surveys, will be sent periodically to Facility. Both Facility and Agency will cooperate to enable the other party to perform its respective evaluations.

K. Facility retains professional management responsibility for the patient and the services provided. Facility shall have exclusive responsibility to plan the patient's care and coordinate such care.

L. For the purpose of implementing Section 1861 (v)(1)(I) of the Social Security Act, as amended, and any written regulations thereof, Agency agrees to comply with statutory requirements governing the maintenance of documents to verify the cost of services rendered under this Agreement as follows:

1. Until the expiration of four years after the furnishing of such services pursuant to this Agreement, Agency shall make available, upon written request to the Facility and/or the Secretary of Health and Human Services, or upon request of any of their duly authorized representatives, the contracts, books, documents and records of such Agency that are necessary to certify the nature and extent of such costs, and;

2. If Agency carries out any of the duties of this Agreement through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, with a related organization (as that term is defined with regard to a provider in Title 42 of the Code of Federal Regulations 405.427(b)), such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related, organization shall make available, upon written request, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

M. Facility shall keep confidential all Confidential Information of Agency, and shall not use or disclose such Confidential Information either during or at any time after the term of this Agreement, without Agency's express written consent, unless required to do so by law, court order or subpoena in which case Facility shall not disclose such information until it has provided advance notice to Agency such that Agency may timely act to protect such disclosure. For purposes of this provision, "Confidential Information" means non-public information about Agency and its employees that is disclosed or becomes known to Facility as a consequence of or through its activities under this Agreement, including, but not limited to, matters of a business nature, such as Healthcare Professional and prospective Healthcare Professional names and information, bill rates, compensation and benefits packages and structure, hiring decision-making process, hiring needs and/or requests for placement, costs, profits, margins, markets, sales, business processes, information systems, and any other information of a similar nature. Facility agrees to use reasonable security measures to protect Healthcare Professionals' personal information from unauthorized access, destruction, use, modification, or disclosures.

#### IV. JOINT RESPONSIBILITIES

A. Agency agrees to transmit to Facility appropriate documentation described in Section II. above to allow Facility to assess the qualifications of the Agency Professional. Facility agrees to review the documentation and, within forty-eight (48) hours of receipt, to contact the Agency Professional and the Agency by phone to complete the interview process.

B. Facility may hire Agency Professional on a regular employment basis at no additional charge after the completion of the agreed upon contract term. Agency agrees not to bind the Agency Professional from accepting a permanent position at this facility.

C. Facility has the right to refuse the assignment of any prospective worker it deems unsatisfactory, and Facility has the right to refuse the assignment, without any liability to Agency for any worker, who fails to complete assignment or meet the schedule of assignment, and or demonstrates the inability to meet the standards of performance of the assignment.

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D. Facility and Agency shall each be required to maintain compliance with regulatory or accreditation (i.e. Joint Commission) and such documentation or information requested by the other party shall be reasonably provided to the other party.

E. If, in the opinion of the Facility, at any time any term of this Agreement violates federal, state, or local law or regulation, could jeopardize the federal, tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, of the Facility, or any tax-exempt entity, or could result in prohibition of any referral or payment to the Facility, or any related entity, then the terms of this Agreement shall be changed as necessary so that, in the opinion of Facility, such federal, state or local law or regulation is no longer violated, such federal tax-exempt status is no longer threatened or such prohibition would no longer result, as the case may be.

F. Facility hereby represents and warrants that Facility is not and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Facility hereby agrees to immediately notify Agency of any threatened, proposed or actual exclusion of Facility from any federally funded health care program, including Medicare and Medicaid. In the event that Facility is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement is determined that Facility is in breach of this Section, this Agreement shall, as of the date of such exclusion or breach, automatically terminate.

#### V. PERMANENT PLACEMENT

A.) Agency agrees to make every reasonable effort to ensure the suitability of applicants introduced to the Facility. Resumes of candidates will be proposed by Agency to Facility. Proposed applicant through Agency can complete a Facility application if Facility chooses to make such application available to Agency for the sole purpose of assisting Facility in permanent recruitment. Agency will obtain and/or verify references and verify all state licenses and national registry of the applicant. Agency will not be held liable for medical examinations, drug and/or alcohol screening tests or criminal background checks.

B.) Resumes will be submitted on-line via [www.medefis.com](http://www.medefis.com) by Agency to Facility for review. If Facility is interested in a telephone interview with a proposed applicant, it will be conducted by the Facility directly with proposed applicant on a conference call. If Facility chooses, Agency recommends a personal on site interview with applicant. Agency will arrange for such interview between Facility and prospective employee represented by Agency. Facility is responsible for any and all expenses for travel to personal interview, which may include round trip airfare and compact rental car for prospective employee and spouse, or round trip mileage. Any authorized expense reimbursements will be clearly identified in the Job Description provided on Medefis.com. Expense reimbursements may include and are not limited to housing, transportation, mileage and meal reimbursements.

C.) Agency will not be responsible for any candidate that Facility hires. Each candidate is represented by Agency for the sole purpose to assist the Facility in hiring for its own behalf permanent employees. If Facility does hire for its own behalf a candidate that has been proposed by Agency as a permanent employee, Facility is responsible from that date on.

D.) Each proposed applicant of Agency, by either resume or verbal statement will constitute agreement by Facility to either deny candidate by resume, phone interview or personal interview or hire in agreement between Agency and Facility.

E.) If Facility or any facility affiliated with the Facility chooses to engage or use the services of an applicant introduced by Agency in any capacity, either by resume, interviewed by telephone or onsite by the Facility within six months of proposal, Facility shall immediately advise Agency. In this event, Facility shall pay a fee in the amount of fifteen (15) percent of employee's base annual salary to Agency. All fees are due and payable within 7 days of hire date of employee. Agreed rates for Permanent Placement shall be set through Medefis.com and confirmed through the Agency Confirmation Page.

F.) In the unlikely event that the Medical Professional provided by Agency leaves Facility within 90 days, Agency will provide suitable applicants for consideration and a refund prorated per day, provided that the Facility has notified Agency in writing of separation of employment within fifteen (15) days.

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## VI. BILLING AND INVOICING

A. Facility shall make payment for services rendered by Agency Professionals and billed by Agency within thirty (30) days of receipt of invoice. Any payments not received by Agency within 30 (thirty) days will be charged interest at the lesser rate of 1% per month on the unpaid balance past due, or the maximum interest rate permitted by applicable law. The parties acknowledge that a reimbursement arrangement exists between the parties with respect to housing and meals, for which Agency will provide substantiation of the reimbursement amount. Amounts reimbursed by Facility may be subject to tax deduction limitations.

B. Facility will provide, and Agency will bill for an agreed, confirmed hours of work per week for each Agency Professional. The pay week for purposes of scheduling and service billing, and overtime calculation will begin Saturday 12PM (2400) and end the following Saturday 11:59PM (2359). The Facility will guarantee hours established by Medefis.com job posting and confirmed through the Agency Confirmation Page.

C. The Agency shall provide to the Facility an "all-inclusive billing rate," which such hourly rate shall include all of Agency's charges such as housing, transportation expenses, per diem, etc. Agency shall not bill Facility for any additional charges, fees, costs, or expenses other than the "all-inclusive billing rate." Rates for overtime, holiday, vacation, etc. shall be set through Medefis.com and confirmed through the Agency Confirmation Page.

D. Facility agrees management will approve Agency Professional's worked time by 2:00 p.m. EST of the following Monday after each weekly pay period. Facility agrees to sign a written timecard for the time worked as authorized by the Facility, and documented by the timekeeping system (API) record of hours worked. The manager or authorized staffing personnel and the Agency Professional will sign the timecard weekly. The Facility will retain a copy for its records, and this will be the basis for approval and payment of invoiced, time to the Agency. Agency Professional will return the original to Agency. Agency Professional will be oriented to utilize a time clock and indicate entity (hospital), unit worked, and time worked.

E. Facility will schedule Agency Professionals for holidays according to Facility's policy for holiday scheduling, holiday pay will be paid at regular rate of pay.

F. Agency will provide a thirty (30) day notification to change rates to Facility. No rate change will apply to confirmed staffers placed at the Facility, for the period of the confirmed assignment.

## VII. TERM AND TERMINATION

This Agreement will be in effect from the date first above written, and shall continue until the Agreement is terminated either by Agency or Facility upon fourteen (14) days written notice to the other party; provided, however, that if an Agency Professional is terminated for cause ("Cause" as defined below), the Facility may terminate this Agreement immediately. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination. Should Agency cancel confirmed Agency Professional assignment with less than fourteen (14) days notice of start date, or if Agency Professional fails to arrive in a timely manner per the confirmation, or for pre-employment testing or orientation, or cannot meet the requirements of the confirmed assignment, the Agency must provide a qualified Agency Professional within twenty four (24) hours or this Agreement shall terminate. Should Facility terminate the contract assignment for any reason outside of cause, including a perm hire or change in census, Facility must give a 14-day written notice to Agency.

The term Cause shall mean the occurrence of one of the following events (determined solely by the Facility):

(1) Upon material violation by the Agency Professional of any provisions of this Agreement or the rules, policies, and/or procedures of the Facility,

(2) Upon repeated failure by the Agency Professional to meet utilization, performance, efficiency, or quality standards established by Facility.

(3) Upon conduct by the Agency Professional which is considered by Facility to be unethical, unprofessional, fraudulent, unlawful, or adverse to the interest, reputation or business of Facility.

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- (4) Upon revocation, cancellation, suspension or limitation of the Agency Professional's professional license or disciplinary action in any state by an appropriate licensing authority.
- (5) Upon cancellation of the Agency's coverage, or their uninsurability, under the terms and conditions of the professional liability insurance provided.
- (6) Upon the imposition of any restrictions or limitations on the Agency Professional by any governmental or professional authority having jurisdiction over the Agency Professional to such an extent that the Agency Professional cannot engage in the providing of services as required hereunder.
- (8) Upon the Agency Professional's conviction of a felony or crime of moral turpitude.
- (9) Upon repeated failure by the Agency Professional to conform and comply with Facility's professional requirements concerning maintenance of medical records.
- (10) Upon repeated failure by Agency Professional to follow behavioral norms generally applicable to all employees employed by Facility.
- (11) Upon the use of alcohol or a controlled substance which materially impairs the ability of the Agency Professional to effectively perform the Agency Professional's duties and obligations under this Agreement.
- (12) Upon the determination of Facility in good faith that the Agency Professional is not providing adequate patient care or that the health, safety or welfare of patients is jeopardized by continuing the employment of the Agency Professional.

#### VIII. HIPAA COMPLIANCE

A. The Agreement shall be subject to the following conditions in compliance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d-7 and the final regulations implementing the privacy provisions of HIPAA as amended from time to time, codified at 45 C.F.R. Parts 1.60 and 1.64 ("Privacy Regulation").

B. The parties understand that employees of a Contractor Member Staffing Agency that are placed in a Participating Institution for the performance of services (such as a temporary placement of a nurse in a Participating Institution), in the performance of their assigned responsibilities, may require access to any individually identifiable health information of patients of Participating Institutions. The parties further agree that such access shall be limited only to said employees of the Contractor Member Staffing Agencies, and that the Contractor Member Staffing Agencies shall not require or request access to any individually identifiable patient information of a Participating Institution.

C. Each Participating Institution shall designate said employees of the Contractor Member Staffing Agencies as a member of its "workforce," as such term is defined in the Privacy Regulation, for purposes said employee's performance of their assigned responsibilities for a Participating Institution. Such designation is for purpose of HIPAA compliance only and shall not be construed as obligation to pay wages and benefits, administer benefit programs, withhold and remit income and payroll taxes.

D. As a member of Participating Institution's workforce, said Contractor Member Staffing Agencies' employees will have access to, in the same manner as other employees of Participating Institutions performing the same or similar job functions, such information as is necessary for Contractor Member Staffing Agencies employees to effectively undertake their duties, however, such access being under the direction and control of Participating Institutions. Said Contractor Member Staffing Agencies employees shall use this information only as needed for the performance of their assigned duties and to not use such information for any other purpose. In addition, Contractor Member Staffing Agencies' employees will not disclose or use any information it may receive or develop as a result of its contacts with the Participating Institutions' patients for any purpose other than necessary to perform his or her assigned responsibilities.

E. Said Contractor Member Staffing Agencies' employees shall be subject to Participating Institutions' policies and procedures governing the privacy and security of protected health information ("PHI") of Participating Institutions' patients. Each Participating Institution shall be responsible for providing the necessary training to Contractor

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Member Staffing Agencies' employees prior to working as required by HIPAA and consistent with the training provided to other members of each Participating Institutions' workforce.

F. In the event of any change of law or regulation, which prohibits Contractor Member Staffing Agencies' employees from being designated as a member of a Participating Institutions' workforce, or any action or threatened action by federal, state or local authorities that such designation creates a serious risk of assessment, sanction, penalty or other serious consequence to Contractor Member Staffing Agencies or Contractor Member Staffing Agencies' employees, the parties agree to negotiate in good faith to reform or modify this Agreement or enter into a separate agreement as necessary to permit the Participating Institutions to share PHI with Contractor Member Staffing Agencies' employees as necessary for Contractor Member Staffing Agencies' employees to perform his or her responsibilities as delegated by a Participating Institution.

#### IX. MISCELLANEOUS TERMS

A. The parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between, the parties.

B. Neither party may assign this Agreement without the prior written consent of the other party and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor. In any event, the assigning party will remain fully responsible for compliance with all of the terms of this Agreement.

C. Agency agrees to indemnify and hold Facility harmless from any and all liability Facility may incur by reason of bodily injury or death or property damage (collectively, "Damages") to the extent caused by the negligent acts or omission of Agency Professionals in the performance of their assignment for Facility except to the extent Damages are caused by Facility's negligence.

Facility agrees to give prompt written notice of any such assertion or claim. Facility agrees to indemnify and hold Agency harmless from any and all liability Agency may incur by reason of bodily injury or death or property damage (collectively, "Damages") to the extent caused by the negligent acts or omissions of Facility employees in the performance of their duties, except to the extent Damages are caused by Agency's negligence. Agency agrees to give prompt written notice of any such assertion or claim.

D. This Agreement shall be governed in all respects by and construed in accordance with the laws of the State of Indiana.

E. All books, documents, and records related to the performance of this agreement, and all workers, including without limitation all filings and records regarding federal, state and local tax withholding, workers' compensation, payroll, insurance policies, personnel, affirmative action plans, and compliance with applicable laws and regulations or accrediting bodies, shall be available for inspection, at any time without prior notice; and shall be maintained for four (4) years after the furnishing of any service, to include any service provided by way of a subcontract with another organization.

F. This Agreement will be implemented through a written signed request for Agency Professionals and by written signed acceptance of Agency Professional's confirmation of staff or of extended assignment.

G. The waiver by either party of a breach or violation on any provisions of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement.

H. This Agreement constitutes the entire contract between Facility and Agency regarding the services covered under this Agreement. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original. No amendments to this Agreement will be effective unless made in writing and signed by both parties.

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To CLIENT:

Fayette Regional Health System

1941 Virginia Avenue

Connersville, IN 47331

Attn: \_\_\_\_\_

Email: \_\_\_\_\_

To AGENCY:

Medus Trackers

11435 Mason Northway Rd 100

Cynth Ohio 45249

Attn: TATE BAILEY

Email: TBailey@medustrackers.com

I. The parties agree that Agency's obligation to supply Agency Professionals on request of Facility is subject to availability of qualified Agency Professionals. Failure of Agency to provide Agency Professionals or failure of Facility to request Agency Professionals results in no penalty and does not constitute a breach of this Agreement.

J. In the event that a provision of this Agreement is held to be invalid or unenforceable, the balance of this Agreement will remain in full force and effect.

K. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Such notice or communication will be deemed to have been given or made (a) if by hand, upon receipt thereof; (b) if by confirmed facsimile, the confirmed date of transmission; (c) if by overnight express carrier, upon such delivery; and (d) if mailed, three (3) days after deposit in the U.S. mails, postage prepaid, certified mail return receipt requested. The above addresses may be changed at any time by giving prior written notice as above provided.

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

AGENCY: APT/Medus Trackers

FACILITY NAME: Fayette Regional Health System

BY: TATE Bailey

BY: Haylee Carins

NAME: T.Bailey

NAME: Haylee Carins

TITLE: Dr. Recruitment

TITLE: HR Generalist

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DATE: 6-3 18

DATE: 3/18/16

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**MedUS Travelers**  
**Aged Receivables**  
**As of Oct 31, 2018**

Filter Criteria includes: 1) IDs: MEDEFIS; 2) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

| Customer ID         | Invoice/CM # | 0-30 | 31-60            | 61-90            | Over 90 days     | Amount Due       | Date    |                                    |
|---------------------|--------------|------|------------------|------------------|------------------|------------------|---------|------------------------------------|
| MEDEFIS             | 990          |      |                  |                  | 2,537.50         | 2,537.50         | 8/12/17 | FAYETTE REG HEALTH - TAMMY POWERS  |
| MEDEFIS             | 1026         |      |                  |                  | 3,600.00         | 3,600.00         | 8/19/17 | FAYETTE REG HEALTH - TAMMY POWERS  |
| MEDEFIS             | 2416         |      |                  |                  | 1,750.00         | 1,750.00         | 6/23/18 | FAYETTE REG HEALTH - JESSICA WALSH |
| MEDEFIS             | 2452         |      |                  |                  | 2,730.00         | 2,730.00         | 6/30/18 | FAYETTE REG HEALTH - JESSICA WALSH |
| MEDEFIS             | 2487 - NEW   |      |                  |                  | 2,380.00         | 2,380.00         | 7/7/18  | FAYETTE REG HEALTH - LISA FORSTON  |
| MEDEFIS             | 2488         |      |                  |                  | 3,010.00         | 3,010.00         | 7/7/18  | FAYETTE REG HEALTH - JESSICA WALSH |
| MEDEFIS             | 2525         |      |                  |                  | 2,520.00         | 2,520.00         | 7/14/18 | FAYETTE REG HEALTH - LISA FORSTON  |
| MEDEFIS             | 2526         |      |                  |                  | 2,782.50         | 2,782.50         | 7/14/18 | FAYETTE REG HEALTH - JESSICA WALSH |
| MEDEFIS             | 2562         |      |                  |                  | 2,520.00         | 2,520.00         | 7/21/18 | FAYETTE REG HEALTH - LISA FORSTON  |
| MEDEFIS             | 2586         |      |                  |                  | 1,925.00         | 1,925.00         | 7/21/18 | FAYETTE REG HEALTH - JESSICA WALSH |
| MEDEFIS             | 2600         |      |                  |                  | 2,520.00         | 2,520.00         | 7/28/18 | FAYETTE REG HEALTH - LISA FORSTON  |
| MEDEFIS             | 2628         |      |                  |                  | 2,800.00         | 2,800.00         | 7/28/18 | FAYETTE REG HEALTH - JESSICA WALSH |
| MEDEFIS             | 2643         |      |                  | 2,520.00         |                  | 2,520.00         | 8/4/18  | FAYETTE REG HEALTH - LISA FORSTON  |
| MEDEFIS             | 2672         |      |                  | 2,800.00         |                  | 2,800.00         | 8/4/18  | FAYETTE REG HEALTH - JESSICA WALSH |
| MEDEFIS             | 2688         |      |                  | 2,327.50         |                  | 2,327.50         | 8/11/18 | FAYETTE REG HEALTH - LISA FORSTON  |
| MEDEFIS             | 2689         |      |                  | 2,800.00         |                  | 2,800.00         | 8/11/18 | FAYETTE REG HEALTH - JESSICA WALSH |
| MEDEFIS             | 2730         |      |                  | 2,607.50         |                  | 2,607.50         | 8/18/18 | FAYETTE REG HEALTH - LISA FORSTON  |
| MEDEFIS             | 2755         |      |                  | 2,852.50         |                  | 2,852.50         | 8/18/18 | FAYETTE REG HEALTH - JESSICA WALSH |
| MEDEFIS             | 2771         |      |                  | 2,520.00         |                  | 2,520.00         | 8/25/18 | FAYETTE REG HEALTH - LISA FORSTON  |
| MEDEFIS             | 2801         |      |                  | 3,955.00         |                  | 3,955.00         | 8/25/18 | FAYETTE REG HEALTH - JESSICA WALSH |
| MEDEFIS             | 2817         |      | 840.00           |                  |                  | 840.00           | 9/1/18  | FAYETTE REG HEALTH - LISA FORSTON  |
| MEDEFIS             | 2848         |      | 3,272.50         |                  |                  | 3,272.50         | 9/1/18  | FAYETTE REG HEALTH - JESSICA WALSH |
| MEDEFIS             | 2865         |      | 2,520.00         |                  |                  | 2,520.00         | 9/8/18  | FAYETTE REG HEALTH - LISA FORSTON  |
| MEDEFIS             | 2894         |      | 5,070.00         |                  |                  | 5,070.00         | 9/8/18  | FAYETTE REG HEALTH - JESSICA WALSH |
| MEDEFIS             | 2911         |      | 2,520.00         |                  |                  | 2,520.00         | 9/15/18 | FAYETTE REG HEALTH - LISA FORSTON  |
| MEDEFIS             | 2940         |      | 3,325.00         |                  |                  | 3,325.00         | 9/15/18 | FAYETTE REG HEALTH - JESSICA WALSH |
| MEDEFIS             | 2957         |      | 2,520.00         |                  |                  | 2,520.00         | 9/22/18 | FAYETTE REG HEALTH - LISA FORSTON  |
| MEDEFIS             | 2958         |      | 997.50           |                  |                  | 1,050.00         | 9/22/18 | FAYETTE REG HEALTH - JESSICA WALSH |
| MEDEFIS             | 3003         |      | 2,520.00         |                  |                  | 2,520.00         | 9/29/18 | FAYETTE REG HEALTH - LISA FORSTON  |
| <b>MEDEFIS</b>      |              |      | <b>23,585.00</b> | <b>22,382.50</b> | <b>31,075.00</b> | <b>77,095.00</b> |         |                                    |
| <b>Report Total</b> |              |      | <b>23,585.00</b> | <b>22,382.50</b> | <b>31,075.00</b> | <b>77,095.00</b> |         |                                    |



# Blackwell, Burke & Ramsey, P.C.

101 West Ohio Street, Suite 1700 • Indianapolis, IN 46204  
(317) 635-5005 • Fax: (317) 634-2501

Lila Brooks  
Paralegal

lbrooks@bbrlawpc.com

December 26, 2018

BMC Group  
Attn: FMHA Claims Processing  
3732 West 120<sup>th</sup> Street  
Hawthorne, CA 90250

Re: Fayette Memorial Hospital Association, Inc.  
BK No. 18-07762

Dear Claims Processor:

Please find enclosed the Proof of Claim in the above-referenced case. Please, file with the court accordingly.

Thank you for your assistance. Please let me know if you have any questions.

Sincerely,  
Lila Brooks  
Paralegal

Enclosures