

# AGREEMENT TO PARTICIPATE IN QUALIVIS STAFFING PROGRAM (CONSOLIDATED BILLING OPTION)

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, 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. Consolidated Billing.** Client wishes to receive a single consolidated bill from Qualivis for all services performed by Agencies under this Agreement and the Qualivis-Agency Agreement. Accordingly, Client and Qualivis agree that Sections 5.1 and 5.2 of the Qualivis-Agency Agreement are hereby deleted in their entirety the following terms shall apply to work performed under the Agreement and the Qualivis-Agency Agreement in lieu of those sections:

**a. Consolidated Billing, Timekeeping, And Payment Terms.** Agency will require Agency Staff to accurately record and submit time entries using a method designated by Qualivis. Client is responsible for approving the time worked by Agency Staff. Each week, Client will provide Qualivis with approved weekly time records for all Agency Staff in an electronic or other format acceptable to Qualivis by noon on the Tuesday following the end of the workweek. The time records shall reflect all time worked by each Agency Staff (including the start and stop times of each work period and start and stop times of each meal period) as well as any other billable hours (such as on-call time). If Client fails to timely provide or otherwise promptly approve or object to time records, the time records submitted by the Agency Staff Qualivis or an Agency will be presumed accurate. Qualivis will send an invoice to the contact designated by Client on a bi-weekly basis through a single, consolidated invoice covering all services performed for a given weekly billing period by all Agencies. Client shall pay the invoices to Qualivis within net thirty (30) days of invoice date, with interest of two percent (2%) per month on balances past due. Client shall not pay Agencies directly for any services performed under this Agreement. Client and Agency must direct all communications regarding invoicing, billing or payment issues involving Consolidated Billing Clients to Qualivis and may not contact each other directly regarding such issues without prior consent from Qualivis, which shall not be unreasonably withheld. This section shall also apply to provide for consolidated billing by Qualivis of the Direct Hire fees described in section 5.4, notwithstanding anything to the contrary in Section 5.4.

**3. 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).

**4. 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

**5. 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.

**6. 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.

**7. 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.

To: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

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

**AGREED TO AND ACCEPTED BY:**

Client: \_\_\_\_\_

**Qualivis, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date