

**Flint Medical Staffing, INC**  
**SERVICE AGREEMENT**



This Agreement is effective on 2/26/2026 between **Flint Medical Staffing, INC** (hereinafter referred to as “AGENCY”) and **Clinton Regional Hospital** (hereinafter referred to as “CLIENT”) for the purpose of establishing a working agreement for AGENCY to provide coverage on a Locum Tenens or Direct Hire basis. This Agreement has an initial term of one year and shall automatically renew in one year increments.

**AGENCY AGREES:**

1. Will use its best efforts to locate and refer to CLIENT medical professionals including but not limited to: Medical Doctors (MDs), Doctors of Osteopathy (DOs), Physician Assistants (PAs), and Nurse Practitioners (NPs), collectively identified hereinafter as “CANDIDATE(S)”.
2. Will provide screened and interested CANDIDATES who meet qualifications for the position desired by CLIENT. However, AGENCY makes no guarantees or warranties regarding the capability of CANDIDATES to fulfill performance standards set by CLIENT.
3. Will provide CANDIDATES with malpractice coverage for any locum tenens assignments, limits will meet or exceed state minimum requirements.
4. Will arrange all payments to CANDIDATES during period of locum tenens coverage. All CANDIDATES are independent contractors and shall not be deemed employees of the AGENCY for any purpose during such time.
5. Will assist CLIENT with obtaining documentations for credentialing in effort to expedite the credentialing process.
6. Will use its best efforts to ensure that CANDIDATE abides by the policies, procedures, and medical staff bylaws of CLIENT and it’s facilities, and by the standards or requirements of any applicable regulatory agencies.

**CLIENT AGREES:**

1. To provide a reasonable work schedule, a suitable practice environment, and necessary staff and equipment for the CANDIDATE to perform his/her duties.
2. To notify AGENCY within 48 hours if CLIENT has intentions of securing the services of each presented CANDIDATE.
3. To provide or directly reimburse CANDIDATE through AGENCY for all *pre-approved* expenses: including lodging, travel, transportation, and any other reasonable costs associated with each assignment.
4. To bear the sole responsibility for the coordination of medical billing and the collection for the services of the CANDIDATE during his/her time with CLIENT.
5. To ensure that each CANDIDATE has all appropriate credentials, licenses, training, and experience to perform the services requested by CLIENT. CLIENT shall be responsible for helping CANDIDATE obtain any hospital privileges which may be required by CLIENT for an assignment. CLIENT is responsible for all application fees or other fees associated with obtaining said privileges.

**PAYMENTS AND INVOICING FOR LOCUM TENENS ASSIGNMENTS:**

1. AGENCY will bill for an assigned shift in accordance with APPENDIX A; shifts will be determined prior to assignment. An addendum for each CANDIDATE will be provided at the time of presentation.
2. Holidays will be billed at time and half. Holidays are: NEW YEAR’S EVE, NEW YEAR’S DAY, EASTER DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS EVE, CHRISTMAS DAY, and any other holiday that is recognized by the client. These are recognized to be from 12AM-12AM.
3. AGENCY will submit a Time Sheet, signed by CANDIDATE, to CLIENT representative at the completion of an assignment for approval. CLIENT will have 48 hours to challenge the logged hours. If no challenge is brought

*Flint Medical Staffing, Inc.*

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*CLIENT Initials* \_\_\_\_\_  
*AGENCY Initials* \_\_\_\_\_

within 48 hours of submittal, AGENCY will invoice CLIENT the amount submitted, regardless of whether approval was given.

4. AGENCY will invoice CLIENT bi-weekly following worked shifts. Payment is due upon receipt. Unpaid invoices will accrue at an interest rate of 1.5% per month.
5. If a check is returned for any reason, including but not limited to insufficient funds, CLIENT shall reimburse AGENCY for any charges incurred as a result of the same.

**CANCELLATION:**

1. This Agreement and/or the services of the CANDIDATE can be cancelled at anytime provided there is not a CANDIDATE scheduled or on assignment with CLIENT. If a CANDIDATE is scheduled or on assignment, CLIENT must provide a thirty (30) day notice to AGENCY. If cancelled within the thirty (30) day period, CLIENT will be financially responsible for all scheduled hours of CANDIDATE within the thirty (30) days. In addition, CLIENT will be responsible for all expenses up to the cancellation date.
2. CLIENT has the ability to cancel this Agreement or any assignment at any time if CLIENT does not reasonably find the performance of a CANDIDATE to be appropriate. CLIENT MUST provide written documentation to AGENCY outlining the performance of the CANDIDATE to ensure the CANDIDATE's appropriate release. CLIENT is obligated to pay AGENCY for the time and expenses incurred through the date of the CANDIDATE's termination.
3. CLIENT agrees that it will not terminate a CANDIDATE for ANY protected discriminatory reason.

**DIRECT HIRE BUY-OUT OPTION:**

1. If CLIENT elects to contract with CANDIDATE directly within a period of two (2) years after the end of CANDIDATE's assignment, whether or not they actually worked at CLIENT's facility, CLIENT agrees to pay AGENCY professional fees for identifying and sourcing a direct hire candidate. All fees are contingent upon full-time hiring after initial assignment (*see rate schedule below*).
2. If CLIENT elects to hire PHYSICIAN during or after completion of their assignment, for a period of up to two (2) years after completion, AGENCY will bill CLIENT a total in accordance with the below schedule:
  - a. Physicians \$44,000
  - b. Mid-level Providers \$24,000
3. All fees will be invoiced in three (3) separate increments as indicated in a separate confirmation letter for each CANDIDATE upon CLIENT's decision to contract with him/her independently of AGENCY.
4. If AGENCY introduces a CANDIDATE to CLIENT, but was not scheduled for any open shifts, and then becomes an employee or contractor within one (1) year of initial presentation, CLIENT will owe AGENCY the above fee in accordance with their specialty.
5. IF applicable, CLIENT will reimburse AGENCY for all pre-approved out-of-pocket expenses incurred on CLIENT's behalf whether-or-not CANDIDATE is employed by CLIENT.

**GENERAL TERMS:**

1. If Agreement is terminated, any unpaid invoices shall survive the expiration date.
2. Should CLIENT employ, contract, or otherwise associate with any CANDIDATE who was identified by AGENCY and not notify AGENCY of such arrangement within two (2) years of presentation AGENCY will invoice CLIENT the original placement fee. All CANDIDATE information must be kept confidential and should not be shared with any third parties; if the information is shared with a third party and they hire the CANDIDATE, a fee equal to the original amount will be invoiced to CLIENT.
3. This Agreement shall be binding upon and shall accrue the benefit of the parties' successors, heirs, and legal representatives.
4. AGENCY and CLIENT agree that the person executing this Agreement certifies their authority to act on the behalf of the AGENCY/CLIENT to bind this Agreement.

5. This agreement shall be deemed to have been made in and shall be in accordance with the laws of the State of Texas.

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**APPENDIX A – RATES**

Emergency Medicine – To be determined

*\*Rates are subject to change at any time.*

*All rates will be confirmed prior to placement, in writing, through a signed Confirmation Letter.*

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**Clinton Regional Hospital**  
**100 N 30<sup>th</sup> St, Clinton, OK 73601**

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**Flint Medical Staffing**  
**2800 Corporate Dr, Ste. 101, Flower Mound, TX**  
**75028**

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Signature

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Signature

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Printed Name

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Printed Name

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Date

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Date