

## Healthcare Provider Services Agreement

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This Healthcare Services Provider Agreement (“Agreement”) is dated as of \_\_\_\_\_ (the “Effective Date”) and is between SBG Healthcare, LLC dba Epic Physician Staffing, a Florida corporation, with offices located at 7665 Davie Road Ext, Hollywood, FL 33024 (the "Company") and \_\_\_\_\_, located at \_\_\_\_\_ (“You” or “Your”).

- 1. Engagement, Term and Compensation:** The Company wishes to engage You for assignments to provide medical services on behalf of clients of the Company (“Clients”) at one of more medical facilities operated by such Clients and You accept the engagement as an independent contractor under this Agreement for specific periods of time (assignments or coverage periods). The duration of each assignment hereunder (each, an “Assignment”) and all other terms and conditions relating to an assignment, including the Fee Schedule, shall be described on Healthcare Services Provider Confirmation letter (“HSPC letter”). A separate HSPC letter shall be executed by You and the Company for each assignment that You work during the Term of this Agreement. The purpose of this Agreement is to provide a fair and legally sound relationship between You and the Company. The term of this Agreement shall be effective on the Commencement Date listed on the HSPC letter and continue until terminated in accordance with the Termination, Obligation and Privileges section of this Agreement (the “Term”).
- 2. Professional Liability Insurance:** During the Term, the Company shall provide at its expense, professional liability insurance for all professional services rendered by You under this Agreement in the amount of \$1,000,000 for each occurrence with a per annum aggregate limitation of \$3,000,000. The Company will secure claims-made coverage and prior acts coverage from an A-rated insurance company. The Company will purchase tail coverage in the event of any lapse or cancelation of the policy. The insurance provided by the Company applies only to agreed upon services provided by You during an Assignment.
- 3. Duties and Licensure:** You agree to provide services on behalf of the Company as a licensed provider under the laws of the state or commonwealth where You are assigned to work and in accordance with the rules and regulations relating to the practice of medicine. You agree to maintain, at Your sole cost and expense, all required state and governmental licenses, certifications and authorizations necessary to perform Your obligations. You shall use Your best efforts, skills and abilities to perform Your duties and to promote the Company's and each of Your assigned Clients' best interests.
- 4. Compliance, Incident Notification and Cooperation:** You agree to comply with and follow all policies, standards, rules and regulations established by the Company and Your assigned Clients. For and on Your behalf, Clients shall have the sole and exclusive right and authority or enter into contractual relationships with HMOs, IPAs, PPOs, and employer groups (collectively “Third Party Payor(s)”), or other managed care arrangements. You agree to be bound by and comply with other agreements to which the Company and its Clients are a party, or to which it may become a party to, with hospitals/facilities, insurance companies, Third Party Payors and other providers of medical services in connection with the provision of medical services under this Agreement or any

Assignment. You shall immediately notify the Company of any and all incidents, unfavorable occurrences, notices or claims made arising out of Your services as soon as You become aware of this information and You shall cooperate in any investigation and in the defense of any incidents, unfavorable occurrences, notices and claims.

5. **Independent Contractor, Withholdings, Duty to Account and Representations:** You are not entitled to receive any benefits, including Workers' Compensation or other incidents of employment from the Company. You shall be fully responsible for payment of all federal, state, city, or other taxes required by any law, governmental regulation or ruling resulting from the compensation You receive under this Agreement or from any of the Company's Clients. You shall assign, account, and pay to the Company's Clients all account receivable, compensation and any other form of remuneration due from or paid by any other source other than the Company's Clients attributable to services You render in Your professional capacity on behalf of the Company's Clients. You appoint the Company's Clients as Your attorney in fact to execute, deliver and/or endorse checks, applications for payments, insurance claim forms or other instruments or documents, convenient or required, in the exclusive discretion of the Company, to fully collect, secure and realize all company receivables, including all receivables for medical services, (the "Client Receivables") and other sums due with respect to services provided under this Agreement. This power of attorney is coupled with an interest, is irrevocable and shall survive the expiration or termination of this Agreement for a time period without limitation. All Client Receivables shall be the sole property of the Company's Clients during the Term or after the termination of this Agreement, whether or not Client Receivables may have been derived in any way from Your performance under this Agreement. You represent and warrant to the Company and its Clients that all statements made or information provided by You in this Agreement, Your application to the Company or in any interviews, references, resume or curriculum vitae submitted to the Company or its Clients or in any insurance applications or any staff membership applications submitted to any third party in connection with this Agreement are correct, and do not or will not contain any untrue statement of material fact, or omits or will omit to state a material fact necessary in order to make the statements or provisions in this Agreement not misleading or incomplete. You agree to immediately notify the Company of any fact or circumstance which occurs or is discovered during the Term, which in itself or with the passage of time and/or combination with other reasonably anticipated factors does render or will render any of these representations and warranties to be untrue. You are not a party to or bound by any other agreement, or subject to any restrictions related to previous employment or contract containing confidentiality or non-compete covenants or other restrictions which may have a present or future adverse effect on the Company, the Company's Clients or You in the performance of Your duties under this Agreement.
6. **Termination, Obligations and Privileges:** This Agreement, or an applicable HSPC letter, which reflects each Assignment You work under this Agreement, may be terminated prior to the expiration of the Term as set forth in this Section. This Agreement may be terminated for Cause at the Company's option, at any time, upon delivery of written notice to You. "Cause" shall mean Your material breach of any provision of this Agreement or any policies, standards, rules and/or regulations established by the Company and Your assigned Clients. If a Company Client requests Your removal because Your competence or professionalism, or for any other/similar reason, You will be removed from the Assignment and paid through the date You actually worked. Otherwise, this Agreement may be terminated by either party, without cause, upon Thirty (30) days prior written notice. Additionally, the Company may, at its option, terminate any executed HSPC letter entered into pursuant to this Agreement without cause, upon thirty (30) days prior written notice without terminating this Agreement. In the event this Agreement, or any HSPC letter, is terminated,

the Company, its Clients and their respective affiliates shall have no further obligation under this Agreement or otherwise make any payments to, or bestow any benefits on, You from and after the date of the applicable termination, other than payments accrued and due and payable to You prior to the date of termination of this Agreement, or of the applicable Assignment, as the case may be.

## 7. **Arbitration and Equitable Relief**

- a. Arbitration. In consideration of Your independent contractor relationship with the Company, the Company's promise to arbitrate all disputes related to Your relationship with Company, and Your receipt of the compensation paid to You by Company, at present and in the future, You agree that any and all controversies, claims, or disputes with Company (including the Company and any of its current or former employees, officers, directors, owners, affiliates, agents, clients, or alleged joint employers, in their capacity as such, arising out of, relating to, or resulting from Your independent contractor relationship with the Company or the termination of Your independent contractor relationship with the Company, including any breach of this agreement, shall be subject to binding arbitration. The parties agree that any arbitration is governed, enforceable, and will be construed in accordance with the Federal Arbitration Act, 9 U.S.C. 1, et seq (the "FAA"). The Company and You also agrees that, to the fully extent permitted by law: (i) there will be no right to bring any dispute covered by this arbitration agreement as a class, collective, or multi-plaintiff/claimant action; neither the Company nor You may join or serve as a member of a class or collective action, and that the Company and You will only submit their individual claims in arbitration and will not seek to represent the interests of any other person or entity.
- b. Claims Covered by this Arbitration Agreement. This Agreement to arbitrate covers all grievances, disputes, claims, or causes of action (collectively, "Claims") in a federal, state or local court or agency under applicable federal, state or local laws, arising out of, relating to, or resulting from Your independent contractor relationship with Company or the termination thereof, including claims You may have against the Company or against the Company (including the Company and any of its current or former employees, officers, directors, owners, affiliates, agents, clients, or alleged joint employers, in their capacity as such) ("Covered Claims"). You further understand that this Agreement to arbitrate also applies to any disputes that Company may have with You arising out of, relating to, or resulting from Your independent contractor relationship with Company or the termination thereof.
- c. Claims Not Covered. Specifically excluded from this Arbitration Agreement are claims that are not arbitrable or subject to pre-dispute or mandatory arbitration agreements by law after application of the FAA and FAA preemption principles ("Excluded Claims"), which include sexual harassment claims and sexual assault claims ("Sexual Assault and Harassment Claims") to the extent the Sexual Assault and Harassment Claims are covered by the federal Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021 (the "Act"). To the extent that the parties' dispute involves Covered Claims and Excluded Claims, the parties agree to bifurcate and stay the Excluded Claims pending resolution of the arbitration proceedings. Either party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with a Covered Claim, but only upon the ground that the arbitration award to which that party may be entitled may be rendered ineffectual without such relief.

You understand that this Arbitration Agreement does not prohibit You from filing or maintaining an administrative charge or complaint with a local, state, or federal administrative body, including but not limited to the Equal Employment Opportunity Commission, Department of Labor, or the National Labor Relations Board.

- d. Arbitration Procedures. The Company and You agree that any arbitration will be administered by Judicial Arbitration & Mediation Services, Inc. (“JAMS”), pursuant to its Comprehensive Arbitration Rules & Procedures (the “JAMS Rules”), which are available at <https://www.jamsadr.com/rules-comprehensive-arbitration/>. Further, while You expressly confirm that the relationship between the Company and You is that of an independent contractor, JAMS Employment Arbitration Rules (<https://www.jamsadr.com/rules-employment-arbitration/>) shall apply if there is a claim arising from an alleged employment relationship. If and to the extent that the JAMS rules conflict with this Agreement, this Agreement shall control to the extent permitted by law. The Company and You agree that any arbitration under this Arbitration Agreement shall be conducted in the county where You performed Services pursuant to this Agreement. You agree that the arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudications, motions to dismiss, and demurrers, applying the standards set forth under the Florida Rules of Civil Procedure. The arbitrator shall issue a written decision on the merits and shall have the power to award any remedies available under applicable law, and that the arbitrator shall award attorneys’ fees and costs to the prevailing party, where provided by applicable law. The Company and You agree that the decree or award rendered by the arbitrator may be entered as a final and binding judgment in any court having jurisdiction thereof. The Company agrees that it will pay for any administrative or hearing fees charged by the arbitrator or JAMS except that You shall pay any filing fees associated with any arbitration that You initiate, but only so much of the filing fees as You would have paid had You filed a complaint in a court of law. Except as otherwise provided herein, You agree that the arbitrator shall administer and conduct any arbitration in accordance with Florida law, including the Florida Rules of Evidence.
- e. Voluntary Nature of Agreement. You acknowledge and agree that You are executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else. You further acknowledge and agree that You have carefully read this Agreement and that You have asked any questions needed for You to understand the terms, consequences, and binding effect of this Agreement and fully understand it, including that You are waiving Your right to a jury trial. Finally, You agree that You have been provided an opportunity to seek the advice of an attorney of Your choice before signing this Agreement.
- f. **Miscellaneous:** This Agreement and Your Healthcare Service Provider Confirmation Letter collectively contains the entire understanding of the parties and merge and supersede any prior agreements between the parties, whether oral or in writing, relating to the subject matter herein and therein. This Agreement may only be modified in writing by both parties hereto. Failure of a party to enforce a provision of this Agreement shall not be a waiver for any other provision. You shall not assign or delegate this personal service agreement, or any of Your rights or obligations under this Agreement, without the Company's prior



## Independent Contractor Background Screening Disclosure & Background Authorization Form

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### BACKGROUND SCREENING DISCLOSURE FORM

#### Disclosure

By completing and signing the attached Background Authorization Form, you are authorizing Epic Staffing Group, Inc. and its subsidiaries (the “Company”) to run a background check in connection with your contract for services. In conducting the background check, the Company may obtain either a consumer report or investigative consumer report on you. Consumer reports include written, oral, or other communication of information by a consumer reporting agency bearing on your credit standing, character, general reputation, and other personal characteristics that is expected to be used for contracting purposes. Consumer reports may include credit reports, criminal records, and driving records, among other resources. Investigative consumer reports include similar information as consumer reports, which are obtained through personal interviews with those who are acquainted with you or who may have knowledge of any relevant information about you.

The Company uses third parties to conduct background checks. These third parties include (but are not limited to):

Exact Background Checks  
4261 E University Dr., Ste 30-352  
Prosper, TX 75078  
800-972-4325

Universal Background Screening  
PO BOX 743134  
Los Angeles, CA 90074-3134  
877-263-8033

First Advantage - Corporate Screening Services LLC  
7271 Engle Rd., Ste 200  
Cleveland, OH 44130  
1-800-229-8606

HireRight  
100 Centerview Dr., Ste 300  
Nashville, Tennessee, 37214  
866-521-6995

You have the right to request information from the Company about the nature and scope of any consumer reports on you that are requested by the Company. Should you request such information, your request must be made in writing and within a reasonable period of time after you have received this Background Screening Disclosure Form.

A Summary of Your Rights Under the Fair Credit Reporting Act and Additional State Law Notices are being provided to you with this disclosure.

**BACKGROUND AUTHORIZATION FORM**

I hereby acknowledge that I have received, read, and understand the documents provided to me by Epic Staffing Group, Inc. and its subsidiaries (the “Company”) in connection with, and including, this Background Authorization Form, which include a Background Screening Disclosure Form, a Summary of Your Rights Under the Fair Credit Reporting Act, and Additional State Law Notices.

I hereby authorize the Company or its authorized agents to obtain or prepare consumer reports and investigative consumer reports at any time after it receives this authorization for the purposes of my contracting services with the Company. I hereby authorize law enforcement agencies, public and private schools, federal, state and local agencies and courts, credit bureaus, information bureaus, current and former employers, financial institutions, licensing agencies, governmental agencies, the military, and other individuals and entities to provide any and all information that is requested by the applicable consumer reporting agencies or the Company.

I certify that the information provided on this form is true and correct. I understand that any information that I disclose during the period of my contracting services may be used to obtain consumer reports and investigative consumer reports. The information provided is for background check purposes only.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## BIOMETRIC AUTHORIZATION FORM

Epic Staffing Group, Inc. and its subsidiaries (the “Company”) may request biometric information, such as fingerprints, in connection with performing a background check.

By signing this form, I give my explicit consent to the Company to collect biometric information about me for the purposes of verifying and validating my identity and conducting a background check. I understand that the Company may disclose my biometric information to its third-party background check service providers to perform the background check, including to conduct searches of government and other publicly available records.

I understand that the Company will retain this data until the purposes for the collection have been satisfied, or three years from my last interaction with the Company, whichever comes first.

I acknowledge that the Company has made available to me its [Privacy Policy](#) and that I may review it at any time to learn additional details about how the Company collects, uses, and discloses personal information.

I also understand that I may withdraw my consent at any time for the collection of biometric information.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please provide the following information as clearly and completely as possible**

Printed Full Legal Name (as it appears on your government issued identification)

\_\_\_\_\_  
First Name Middle Name Last Name

Additional Names Used (including maiden) \_\_\_\_\_

Social Security Number \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Gender [ ] M [ ] F

Current Permanent Address \_\_\_\_\_

Street Number and Name

\_\_\_\_\_  
City State Zip Code

Previous Zip Codes Lived in (7 years permanent) \_\_\_\_\_

Primary Phone Number \_\_\_\_\_ Secondary Phone Number \_\_\_\_\_

Driver's License Number \_\_\_\_\_ State \_\_\_\_\_ Expiration \_\_\_\_\_

**Please check this box if you would like to receive a copy of your report**

## Independent Contractor Electronic Signature Acknowledgment

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### CONSENT TO AFFIX ELECTRONIC SIGNATURE ON COMPANY POLICIES AND EMPLOYMENT DOCUMENTS

I acknowledge that Epic Staffing Group, Inc. and its subsidiaries (the “Company”) may provide me with Company documents electronically and that I may be requested to acknowledge receipt and acceptance of such Company documents by electronic signature. Electronic signature shall include me checking a box or otherwise affixing an electronic acknowledgement through platforms including but not limited to ADP, Xenqu, Onboarding365, 3B, and/or DocuSign. I acknowledge and understand that in order to electronically acknowledge receipt of such Company documents, I must enter my individual ADP, Xenqu, Onboarding365, 3B, and/or DocuSign username and private password, which I have created and will keep confidential. I acknowledge that my electronic receipt of Company documents has the same effect as would my written receipt, and my electronic signature shall also have the same effect as would my written signature and will be accompanied by an accurate date and time stamp along with the IP address of the device used to electronically sign the document or policy. I understand that I am instructed to read each Company document prior to affixing my electronic signature and that I will have sufficient time to do so. I acknowledge that I will have access to these documents through ADP, Xenqu, Onboarding365, 3B, and/or DocuSign and that I may ask any questions I may have to the Company’s People Operations Department prior to affixing my electronic signature. I hereby consent to the use of my electronic signature on Company documents and consent to the Company’s reliance on such electronic signature.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## New Hire Authorization and Release

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Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Suffix: \_\_\_\_\_

I hereby affirm that the information I have provided on this application and attachments is true and correct and that it can be relied upon SBG Healthcare, LLC dba Epic Physician Staffing (the "Company") for evaluating my potential as a locum tenens physician. By applying for membership to, or when evaluating retention with the Company, I hereby authorize the Company, its affiliates and successors, to obtain any information that may be relevant to an evaluation of my professional qualifications, including but not limited to information about disciplinary actions or other confidential or privileged information, and other credentials. I agree to provide and authorize the release by the Company to Company clients of the following: a) vaccination records; b) reasonable documentation evidencing that I am in good health and free of communicable diseases; c) the result of and/or a copy of my criminal background check, if any; d) the result of and/or a copy of my drug screen, if any; e) National Practitioner Data Bank request and report. I authorize the Company to disclose to and receive from current, prior, or potential employers and Company clients making a reasonable inquiry, information relating to my qualifications, ability, and character to practice medicine, including information from the following sources: all medical schools, colleges, universities, transcript offices, medical institutions, or organizations, hospitals, employers, personal references, physicians, attorneys, companies or agencies who may furnish my criminal background history, companies that perform drug screens, medical malpractice carriers or organizations, business and professional associates, all government agencies and instrumentalities, the National Practitioner Data Bank, the Federation of State Medical Boards, the American Medical Association, American Osteopathic Association, American Board of Medical Specialties, DEA, state licensing boards, specialty boards, and any other pertinent source. This is a continuing authorization until such time as I have specifically revoked the same in writing which shall apply to all information received at any time by the Company relating to my qualifications, ability, and character to practice medicine. I hereby forever waive and release the Company, its officers, employees, agents and third parties which provide or receive information regarding my credentials, including but not limited to the Federation of State Medical Boards and those entities listed above, from any claims, causes of action, damages and expenses, including reasonable attorney's fees arising from or relating to the provision, collection, verification, and dissemination of information about me. Further, I agree to hold the Company harmless from any and all claims, causes of action, damages, judgments and expenses, including reasonable attorney's fees, arising from or related to the collection, verification and dissemination of credentialing information provided by me. I understand that this does not contemplate a duty to hold the Company harmless from claims, causes of action and damages which may arise as a result of information provided about me from sources other than myself. I understand that I have the burden of providing accurate and adequate information to the Company, its affiliates or successors, to demonstrate my qualifications. I understand that any misstatement in this form may constitute grounds for denial of referral to practice opportunities, grounds for civil damages, grounds for reporting the same to the NPDB or state licensing boards or cancellation of contract. If any material changes occur affecting my professional status, it is my obligation to notify the Company or the appropriate affiliate or successor as soon as possible. I attest that the information contained in this application is correct and complete. I understand that the decision to refer me to practice opportunities by the Company is solely at the discretion of the Company. I understand that any information received from references by the Company, including but not limited to quality evaluations, is confidential and may not be released to me without the consent of the reference. A copy or facsimile of this

document shall have the same effect as the original. This document shall be interpreted according to the laws of the State of Florida.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Today's Date

\_\_\_\_\_  
Printed Name (**as it appears on Driver's License**)

\_\_\_\_\_  
Social Security No.

\_\_\_\_\_  
Date of Birth

**PLEASE PROVIDE ALL RESIDENTIAL ADDRESSES FOR THE PAST SEVEN (7) YEARS:**

Current Address: \_\_\_\_\_ present  
Street                      Apt.#                      City, State, Zip                      From:                      To:

Former Address: \_\_\_\_\_  
Street                      Apt.#                      City, State, Zip                      From:                      To:

Former Address: \_\_\_\_\_  
Street                      Apt.#                      City, State, Zip                      From:                      To: