

AGREEMENT

This Agreement is made and entered into as of _____
("Effective Date") between Aspen Valley Hospital ("Facility") and
_____ ("Agency").

RECITALS

WHEREAS, Facility operates a Critical Access Hospital licensed in the State of Colorado; and

WHEREAS, Agency is a Recruitment Agency In the business of providing permanent full time candidates to medical care providers ("Services"); and

WHEREAS, Facility desires Agency to provide upon request and on a non-exclusive basis the highest quality personnel available.

NOW THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, Facility and Agency agree as follows:

AGENCY RESPONSIBILITY

- A. Upon request by Facility, Agency shall use its best efforts to recruit medical professionals (hereinafter "Candidate") to Facility in full compliance with all the provisions of this Agreement. All Candidates are subject to approval by Facility prior to offer of a Relocation Agreement ("Relocation Agreement").
- B. This Agreement does not constitute an exclusive engagement of Agency's services by Facility or a promise by Facility to meet all of its recruitment needs through Agency. Agency is not prohibited from recruiting Candidates for other entities, and Facility is not obligated to use Agency exclusively or at all. To the contrary Facility is free to use or not use Agency as it deems necessary in its sole discretion.
- C. Agency agrees to recruit competent Candidates as requested by Facility to meet Facility needs. Prior to referring Candidate to Facility, Agency shall carefully screen Candidate to determine his or her qualifications and competence in accordance with the terms of this Agreement. The screening by Agency shall include, but not be limited to obtaining the following pertinent information concerning all past employment, licensure, certifications, education, and professional skills of Candidate:

1. Proof or current original licensure and appropriate certification in the state in which Candidate is in practice as well as any other professional certifications required for the practice of his or her specialty, which licensure and certifications, if any, must be presented to Facility by Agency prior to execution of a Relocation Agreement between Facility and Candidate.

2. Minimum of two professional references (on file at Agency and available for Facility to review upon request. Proof from Agency that Candidate meets all the above and will be made immediately available to Facility by Agency upon request. Facility shall also have the right, in its sole discretion; to reject the assignment of any individual who It deems fails to satisfy the criteria for Candidate.

3. Verification that Candidate is not or has not been on the excluded providers list of any federally operated healthcare agency (i.e. CMS, Medicaid).

RECRUITMENT OF CANDIDTATE

A. Prior to commencing the search, Agency shall consult with Facility to obtain parameters for each search and verify key components are in place.

B. Agency shall interview each potential Candidate either in person or by telephone to pre-qualify and determine level of interest.

C. Agency shall conduct a post-interview discussion with Candidate and Facility to determine interest.

D. Agency shall maintain constant communication with Facility throughout the search process.

E. All referrals submitted to Facility are confidential. Facility agrees not to release any information pertaining to a Candidate.

FEES AND GUARANTEE

A. The parties agree that this Agreement is entered into solely on a contingency basis. The placement fee shall be based on fifteen percent (15%) of the first year's total compensation offered to candidate, not including overtime. The recruitment fee shall be paid to Agency within 30 days of Candidate's receiving and signing an Agreement between the Facility and the Candidate. Agency acknowledges that Facility may decide not to enter into an Agreement with any Candidate for any reason. Facility agrees to reimburse Agency for actual expenses incurred for travel related expenses and accommodations to bring qualified candidates for on-site visit(s).

B. The placement is guaranteed for three (3) months. Should the Candidate not relocate or fail to meet his or her obligations within the guarantee period Agency shall make every effort to recruit a replacement within three months without an additional fee. Such written requests for a replacement must be made to Agency by facility within five (5) calendar days of the date of Candidate's failure to meet the obligations set forth in the Agreement between Facility and Candidate. Fulfillment of the guarantee provision by Agency is contingent upon Facility making payment of the recruitment fee in accordance with the terms of subsection "A" of this section.

C. Should Agency present a Candidate to Facility who Facility has had contact with through Facility's own efforts or through another search firm, Facility is obligated to inform Agency of such contact within three (3) calendar days of Agency's submittal of candidate to Facility.

D. Should Facility fill a requested position with a Candidate previously submitted by Agency within the twelve (12) preceding months said placement shall be deemed as a result of the efforts of Agency and Facility shall be liable for payment of the appropriate recruitment fee.

E. The recruitment fee and travel related expense as set forth in Subsection "A" of this section are the total financial obligations that the Facility shall incur under the terms of this Agreement as a result of the Agency presenting a Candidate to Facility and Facility offering an Agreement to the Candidate.

TERM AND TERMINATION

A. The initial term ("initial term") shall be one year, commencing on the Effective Date. At the end of the Initial Term, the Agreement shall automatically renew for additional one year terms unless terminated as provided for in Subsection "B" below.

B. Termination Without Cause. This Agreement may be terminated by either party at any time and for any reason upon thirty (30) days written notice to the other party.

C. Effect of Termination. As of the effective date of termination of this Agreement neither party shall have any further rights nor obligations hereunder except: (1) as otherwise provided herein; (2) for rights and obligations accruing prior to such effective date of termination; and (3) arising as a result of any breach of this Agreement.

D. Survival of Certain Obligations. Termination of this Agreement shall not affect any obligation of either party that has accrued prior to such termination.

ACCESS TO BOOKS AND RECORDS

If the value or cost of services rendered to Facility pursuant to this Agreement is \$10,000.00 or more over a 12 month period, in accordance with section 1861 (V)(1)(I) of the Social Security Act, Agency agrees as follows:

Until the expiration of four (4) years after the furnishing of such services, Agency shall upon written request make available to the Secretary of the United States Department of Health and Human Services (the "Secretary"), the Comptroller General of the United States, or their respective duly authorized representatives such books and records as may be necessary to certify the nature and extent of the cost of such services; and

If any such services are performed by way of subcontract with a related organization and the value or cost of such subcontracted services is \$10,000 or more over a 12-month period, such subcontract shall contain and Agency shall enforce a clause to the same effect as Subsection 7a(1) above.

The availability of Agency's books documents and records shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access that may be promulgated by the Secretary by regulation. The provisions of Subsections 7a and 7b shall survive expiration or other termination of this Agreement, regardless of the cause of the termination.

ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES

The Agency certifies that the Agency shall comply with the provisions of § 8-17.5-101, et. seq. C.R.S. The Agency shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Agency that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

The Agency represents, warrants, and agrees that it has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States, through participation in the Basic Pilot Employment Verification Program administered by the U.S. department of homeland security.

The Agency certifies that it has participated or attempted to participate in the basic pilot program in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States. If the Agency is not accepted into the basic pilot program prior to entering into this contract, the contractor shall apply to participate in the basic pilot program every three months until the contractor is accepted or the public contract for services has been

completed, whichever is earlier. This provision shall not be required or effective in this contract if the basic pilot program is discontinued.

The Agency understands that it is prohibited from using the basic pilot program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

If the Agency obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, the Agency shall:

(a) Notify the subcontractor and the Hospital District within three days that the Agency has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (a) above, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Agency shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Agency fails to comply with any requirement of this section or §8-17.5-101, et. seq. C.R.S., the District may terminate this contract for breach of contract, and the Contractor shall be liable for actual and consequential damages to the District.

MISCELLANEOUS PROVISIONS

A. Entire Agreement; Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by a mutual subsequent written agreement.

B. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Colorado. This provision shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

C. Waiver. A waiver by either party of a breach or failure to perform with a term of this agreement shall not constitute a waiver of any subsequent breach or failure.

D. Notices. All notices hereunder shall be in writing, delivered personally or by certified registered mail, return receipt requested, or by overnight courier and

shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid or deposited with the overnight courier, addressed as follows:

If to Facility: Aspen Valley Hospital
Human Resources Department
0401 Castle Creek Road
Aspen, CO 81611

With a copy to: General Counsel

If to Agency: _____

or to such other persons or places as either party may from time to time designate by notice pursuant to this Section.

E. Financial Obligation. Agency shall not incur any financial obligation on behalf of Facility.

F. Severance. If any part of this Agreement is held by a court of competent jurisdiction of State or Federal law to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

Facility Name

Facility Representative and Title

Date

Agency Name and Address

Agency Representative and Title

Date