

Provider Credentials Verification Packet

Honor Medical Staffing is a provider of staffing services for physicians, nurse practitioners, physician assistants and certified registered nurse anesthetists since 1985. We specialize in both short and long term placement services. Our team of professionals is trained to provide you with exciting locum tenens opportunities with competitive compensation, worry free transportation and housing arrangements and a fast painless process for getting registered with our company.

The enclosed credentials packet is the beginning of your relationship with both Honor Medical Staffing as well as our A+ rated medical malpractice insurance carrier. By completing the enclosed documents and providing us with copies of the documents listed below, we will be able to speed along our internal verification process as well as assist you with applying for hospital privileges at future assignments.

Here is a short list of what we will need from you:

- A current Curriculum Vitae (including the month and year dates and explanation of any gaps in work history).
- A minimum of 4 references whom we may contact who have worked with you within the past 2 years. (Please include email addresses and telephone numbers).
- Completed and signed Honor Medical Staffing Application (inclusive of signed consents and Direct Deposit form).
- Signed Independent Contractor Agreement
- Completed W-9 form
- COLOR copy of your current Driver's License
- Copy of Specialty Board Certificate(s) or Board Exam Date Letter
- Copy of Medical School Diploma and any other training Certifications (Internship, Residency, Fellowship)
- Copy of ECFMG Certificate (if applicable)
- Copy of DEA Certificate (you must have or apply for a DEA in the state that you are seeking credentials).
- Copies of all State License wallet cards
- Copies of any State Controlled Substance License (if applicable)
- Copies of BLS, ACLS, PALS, NRP certification cards, (whatever is applicable to your specialty)
- Liability Insurance History for past 10 years (provide Certificates of Insurance, if possible)
- Copies of Resident Logs, Procedure or Activity Logs for the past 2 years (whatever is applicable)
- Past 2 years of CME credits, unless currently involved in a training program, or in an exempt year following board exams.
- Current COLOR Photo, Head and Shoulders

Please return via fax to 248-357-3745 or email to credentials@honormedical.com

If you have further questions, please call us at 800-473-5460

Practicing Specialty:

Identifying Information	Last Name	First Name	Initial	Cell Phone			
	Home Address		Social Security Number		Home Phone		
	City		State		Zip		
	Birthplace		Citizenship		Visa Status		Date of Birth
	Ethnicity		Federal DEA #		Expiration Date	ECFMG	
	Geographic Preferences:					Weeks per year you would like to work?	
	Email Address:		NPI Number:				
Please list all institutions attended. (Use a separate sheet if necessary.)							
Premedical Education	School			Dates Attended (from) (to)		Degree	
	Street		City		State	Zip	
Medical Education	School			Dates Attended (from) (to)		Degree	
	Street		City		State	Zip	
Other Graduate Education	School			Dates Attended (from) (to)		Degree	
	Street		City		State	Zip	
Internship	School			Dates Attended (from) (to)		Specialty	
	Street		City		State	Zip	
Residency	School			Dates Attended (from) (to)		Specialty	
	Street		City		State	Zip	
Fellowship	School			Dates Attended (from) (to)		Specialty	
	Street		City		State	Zip	
Certification	Board Certified yes	no	American Board of:		Date Certified	Date Re-Certified	Expiration Date
	Additional Board Certification:		American Board of:		Subspecialty Certified:		
	Board Eligible yes	no	Other Certifications:		BCLS/Exp Date	ATLS/Exp. Date	ACLS/Exp. Date

References	Please list a minimum of four professional references. They must be able to attest to your specific medical abilities and have worked with you in the past 2 years.		
	Name		Relationship
	Specialty	Phone	Fax or Email
	Name		Relationship
	Specialty	Phone	Fax or Email
	Name		Relationship
	Specialty	Phone	Fax or Email
	Name		Relationship
	Specialty	Phone	Fax or Email
	Name		Relationship
	Specialty	Phone	Fax or Email
Licenses	Please list all active state medical licenses, using a separate sheet if necessary.		
	State	Number	Issue Date Exp. Date
	State	Number	Issue Date Exp. Date
	State	Number	Issue Date Exp. Date
	State	Number	Issue Date Exp. Date
	State	Number	Issue Date Exp. Date
	In which state did you obtain your original license?		
	Please list all state controlled substance licenses:		
	Please list all inactive licenses:		
Memberships	List professional memberships in Local, State and National Societies		

Please ensure that your CV work history lists month and year for each activity and includes an explanation for any gap in employment or schooling greater than one month.

I certify that the information on this registration is true and complete to the best of my knowledge. I authorize Interim Physicians, LLC to release information contained in this registration, or obtained by Interim Physicians, LLC pursuant to its credentials verification processes also authorized by this paragraph, to its Clients, and to query the DEA, AMA, FACIS, FSMB, insurance companies, and medical facility clients. I waive any claims I might otherwise have against Interim Physicians, LLC for releasing information as authorized by this paragraph.

Signature: _____

Date: _____

Delineation Questions

Write **Yes** or **No** next to each question. Ask for explanations for any **Yes** answers.

- Has your medical license in any state ever been limited, denied, suspended, revoked or voluntarily surrendered?
- Have your privileges at any hospital ever been suspended, limited or revoked (even if they were subsequently reinstated)?
- Have you ever been denied membership or renewal thereof or been subject to disciplinary action by any medical organization?
- Have you ever been involved, directly or indirectly, in a professional liability claim or suit arising out of rendering or failing to render professional services (even if the claim was subsequently dropped or dismissed)?
- Are you aware of any potential professional liability claims or suits?
- Has your professional liability insurance ever been denied, cancelled or renewal refused?
- Has your DEA or State Controlled Substance License ever been denied, cancelled or renewal refused?
- Have you ever been charged with or convicted of a felony or a misdemeanor, pleaded “nolo contendere” or have you ever been placed on probation for any offense other than a traffic violation (including charges that were dropped or reduced)?
- Have you ever been the subject of an investigation by any private, federal or state agency concerning your participation in any private, federal or state insurance program?
- Have you ever been suspended, sanctioned or otherwise restricted from participating in any private, federal or state health insurance program?
- Have you ever been addicted to a controlled substance that has affected your ability to perform your duties as a health care provider?

Please use a separate sheet for explanations of any “Yes” answers.

Signed: _____

Printed Name: _____

Date: _____



Physician Work History

Please list in chronological order all institutions (including hospitals, corporations, military assignments or government agencies) with which you have been affiliated since completion of post-graduate training.

Name, Complete Address, Phone	Affiliated Hospitals	Dates Worked
		From () To () _____ Status: _____
		From () To () _____ Status: _____
		From () To () _____ Status: _____
		From () To () _____ Status: _____
		From () To () _____ Status: _____
		From () To () _____ Status: _____

Traveler Profile

Passenger Information – Please enter all information as it appears on your Driver’s License or Passport

Last Name: _____ First Name: _____ Middle Name: _____

Gender Male Female Date of Birth ___/___/___

Home Address _____ City _____ ST ___ Zip _____

Home Phone _____ Mobile Phone _____

Email Address for itinerary _____

Home Airport _____

Air Travel Preferences

Seating Preference Aisle Window Other

Special Requirements _____

Frequent Flyer Programs

Program	Number
_____	_____
_____	_____
_____	_____
_____	_____

Hotel Preferences

Room Type _____

Hotel Programs

Hotel	Number
_____	_____
_____	_____
_____	_____

Emergency Contact Name _____ Phone _____

NPDB Self-Query Instructions

This is required only if you answered YES to Question 2 or 4 on the Delineation Questions Form

- Go to www.npdb-hipdb.hrsa.gov
- Click “Perform a Self-Query”
- Click “Individual Self Query”
- At the bottom of the page, click the acknowledgement box, then click “Continue”
- Complete each page, filling in all required information
- You can choose to have your results sent to you, or sent directly to Honor Medical Staffing.
 - If you choose to have them sent to you, please forward us a copy as soon as you receive them.
 - If you choose to send the results directly to us, we will send you a copy once we receive them.
- Once you’ve completed the request, please print 3 copies of the confirmation. One is for your records, one is to send to Honor Medical Staffing, the third you send to the NPDB
- Sign the third copy and have it notarized
- Send the notarized copy to:
 - NPDB-HIPDB
PMB 332
4094 Majestic Lane
Fairfax, VA 22033
- The NPDB will send out the results two business days after receiving your notarized request.

The cost for the NPDB self-query is \$16.00. Please provide Honor Medical a receipt for reimbursement.



CONSENT OF RELEASE OF INFORMATION

I hereby authorize the following individuals and entities to release all information (documented, oral or other) about me in their possession to Honor Medical Staffing or its agents:

1. All hospitals at which I have ever held privileges, whether full or limited, temporary of permanent; and all hospitals at which I have ever received training.
2. All medical/osteopathic societies, education institutions, specialty boards and other medical/osteopathic organizations with which I have been associated.
3. All other State or Canadian licensure boards, including the Federation of State Medical Boards, federal health agencies, and federal and state drug control agencies.
4. All licensed physicians, nurses or other health care professionals of any state or Canadian province.
5. All attorneys who have participated in civil or criminal actions in which I was a named party.

I hereby release the above individuals and entities from all liability for the release of information to Honor Medical Staffing and its agents. I further release from liability any group or individual that provides information relating to my ability as a healthcare professional. I authorize Honor Medical Staffing to release information as needed to facilities, entities and medical organizations in the process of pursuing work in my profession and/or obtain hospital privileges, licensure or other medical professional qualifications on my behalf.

I further authorize Honor Medical Staffing or any of its duly authorized agents to make any investigations that they deem necessary to secure information concerning me which is relevant to the requirements for credentialing and I further authorize them to release such information they have now or may acquire in the future concerning me to (i) any federal, state, county, or local governmental entity, (ii) any hospital or other health care facility, or (iii) any other person upon a showing that the release of this information is vital to the health, safety and welfare of the general public.

Signature

Date

Print Name

DISCLOSURE AND AUTHORIZATION
FOR CONSUMER REPORTS

Disclosure

In connection with my application for employment (including contract or volunteer services) with _____, I understand consumer reports will be requested by you (“Company”). These reports may include, as allowed by law, the following types of information, as applicable: names and dates of previous employers, work experience, education, accidents, licensure, credit (as allowed by law – where required, you will be presented with additional disclosures), etc. I further understand that such reports may contain public record information such as, but not limited to: my driving record, workers’ compensation claims, judgments, bankruptcy proceedings, evictions, criminal records, etc., from federal, state, and other agencies that maintain such records.

In addition, investigative consumer reports (gathered from personal interviews, as applicable, with former employers or landlords, past or current neighbors and associates of mine, etc.) to gather information regarding my work or tenant performance, character, general reputation and personal characteristics, and mode of living (lifestyle) may be obtained.

If I am hired, I understand that my employer can use this disclosure and authorization to continue to obtain such consumer reports throughout my employment, contract period or volunteer service.

Authorization

I hereby authorize procurement of consumer report(s) and investigative consumer report(s) by Company. If hired (or contracted), this authorization shall remain on file and shall serve as ongoing authorization for Company to procure such reports at any time during my employment, contract, or volunteer period. I authorize without reservation, any person, business or agency contacted by the consumer reporting agency to furnish the above-mentioned information.

This authorization is conditioned upon the following representations of my rights:

I understand that I have the right to make a request to the consumer reporting agency: Intelifi (“Agency”), 8730 Wilshire Blvd, 4th Floor, Suite 412, Beverly Hills, CA 90211, telephone number (888) 409-1819, upon proper identification, to obtain copies of any reports furnished to Company by the Agency and to request the nature and substance of **all information** in its files on me at the time of my request, including the sources of information, and the Agency, on Company’s behalf, will provide a complete and accurate disclosure of the nature and scope of the investigation covered by any investigative consumer report(s). The Agency will also disclose the recipients of any such reports on me which the Agency has previously furnished within the two year period for employment requests, and one year for other purposes preceding my request (California three years). I hereby consent to Company obtaining the above information from the Agency. I understand that I can dispute, at any time, any information that is inaccurate in any type of report with the Agency. I may view the Agency’s privacy policy at their website: www.intelifi.com.

I understand that if the Company is located in California, Minnesota or Oklahoma, that I have the right to request a copy of any report Company receives on me at the time the report is provided to Company. By checking the following box, I request a copy of all such reports be sent to me. Check here:

As a California applicant, I understand that I have the right under Section 1786.22 of the California Civil Code to contact the Agency during reasonable hours (7:00 a.m. to 4:30 p.m. (PTZ) Monday through Friday) to obtain all information in Agency’s file for my review. I may obtain such information as follows: 1) In person at the Agency’s offices, which address is listed above. I can have someone accompany me to the Agency’s offices. Agency may require this third party to present reasonable identification. I may be required at the time of such visit to sign an authorization for the Agency to disclose to or discuss Agency’s information with this third party; 2) By certified mail, if I have previously provided identification in a written request that my file be sent to me or to a third party identified by me; 3) By telephone, if I have previously provided proper identification in writing to Agency; and 4) Agency has trained personnel to explain any information in my file to me and if the file contains any information that is coded, such will be explained to me.

I understand that if I am applying for employment in New York, that I have the right to receive a copy of Article 23-A of the New York Correction Law _____(initial if this applies).

I understand that if the report is provided to an employer in the State of Washington, that I can contact the following office for more information regarding my rights under Washington state law in regard to these reports: State of Washington Attorney General, Consumer Protection Division, 800 5th Ave, Ste. 2000, Seattle, Washington 98104-3188, (206) 464-7744.

In connection with my application for employment, I direct the following regarding my current employer: (please check one). Yes, my current employer may be contacted _____ / No, my current employer may not be contacted _____

I understand that I have rights under the Fair Credit Reporting Act, and I acknowledge receipt of the Summary of Rights _____ (initials).

Printed Name: _____

Signature: _____

Date: _____

For identification purposes:

Social Security No.: _____; Date of Birth: _____.

Email (required in order to receive legal notices): _____.

Any other names used: _____.

Driver's License No.: _____; State of Issuance: _____.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-			-		

or

Employer identification number									
				-					

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following persons must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS (ACH CREDITS)

I (we) hereby authorize Medical Marketing Management, Ltd. (doing business as "Honor Medical Staffing") hereafter called COMPANY, to initiate credit entries to my (our) account indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to credit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law. This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

PLEASE PRINT CLEARLY AND COMPLETELY TO ENSURE PROMPT PAYMENT

DEPOSITORY NAME: _____ BRANCH: _____
CITY: _____ STATE: _____ ZIP: _____

Must check one:

- Checking Account
- Savings Account

ROUTING NUMBER: _____ ACCOUNT NUMBER: _____

Name(s) on account *: _____

Address: _____
Street City State Zip

Phone: _____ Email Address: _____

Signature: _____ Printed Name: _____

Date of signature: ____ / ____ / ____

*** The name on your W9 must match the name on the above account.
Please ask for a new W9 if there is any change.**

**IF DEPOSITING TO A CHECKING ACCOUNT - YOU MUST INCLUDE A COPY OF A VOIDED CHECK
WE ARE UNABLE TO PROCESS YOUR REQUEST WITHOUT A COPY OF YOUR VOIDED CHECK.**

PLEASE RETURN SIGNED AGREEMENT, VOIDED CHECK & W9 (IF NECESSARY) TO:
OFFICE@HONORMEDICAL.COM

Honor Medical use only:
CN# _____



INDEPENDENT CONTRACTOR AGREEMENT

This independent contractor agreement (the “**Agreement**”) is made and entered into as of _____, 2017 (the “**Effective Date**”) between Medical Marketing Management, Ltd; DBA Honor Medical Staffing (the “**Company**”), a Michigan Corporation, and _____, (the “**Contractor**”) (collectively, the “**Parties**”).

The Company request the Contractor to perform temporary professional medical service for hospitals and medical facilities (the “**Clients**”) and may request the Contractor to perform other services in the future; and

The Parties therefore agree as follows:

1.0. **Term and Termination**

1.1. This Agreement takes effect immediately as of the Effective Date, and remains in full force and effect until one year from the date hereof. The Agreement shall automatically renew for successive one year terms unless either party notifies the other 30 days prior to the expiration date that it chooses not to renew the Agreement.

1.2. The Company may terminate this Agreement or the Contractor’s assignment at any time, without notice or liability for the following reasons: (a) breach by a Contractor of its duties under this Agreement; (b) denial, revocation, suspension, surrender of Contractor’s privileges at any health care facility, disciplinary action by any state board or federal agency; (c) Client’s request for removal of Contractor for reasons relating to professional competence or integrity; or (d) discovery by Company that Contractor provided incomplete or inaccurate information on its application or credentialing material provided to Company.

1.3 Contractor may cancel this Agreement or any assignment immediately without penalty if Company fails to timely pay undisputed monies due to Contractor, or Contractor becomes incapacitated or otherwise physically unable to perform services required hereunder for an extended period of time beyond reasonable incidences or short-term illness.

2.0. **Contractor Services.**

2.1. During the Term, the Company may engage the Contractor to provide the services as needed on the terms of a Locum Tenens Assignment Confirmation (the “**Confirmation**”) signed by the Parties (the “**Services**”), or other such services as mutually agreed upon in writing by the Parties (email is acceptable).

2.2. The Contractor shall notify the Company of any change(s) to the Contractor's schedule that could adversely affect the availability of the Contractor, whether known or unknown at the time of this Agreement, no later than thirty (30) days prior to such change(s). If the Contractor becomes aware of such change(s) within the thirty (30) day period, the Contractor shall promptly notify the Company of such change(s) within a reasonable amount of time.

2.3. The Contractor shall notify the Company immediately in the event of the denial, revocation, suspension, surrender of Contractor's privileges at any health care facility, disciplinary action by any state board or federal agency, Client allegations that Contractor failed to meet the minimum standard of care, any patient allegations of malpractice or any incident that the Contractor believes may result in the filing of a malpractice claim.

2.4. To the extent that Company is charged any fees or assessments by a client as a result of Contractor not providing 30 days' notice prior to cancelling an assignment, the Company reserves the right to pass along such costs to Contractor.

2.5. The Contractor shall provide a timesheet for all hours worked to the Company's accounts payable department by Tuesday at noon, eastern time, unless otherwise instructed by the Company, and provide expense reimbursement documentation as instructed by the Company's accounts payable department.

2.6. Contractor will not be treated as an employee for federal or state income tax purposes with respect to the services provided under this Agreement. Contractor will be responsible for payment for all taxes arising out of Contractor's activity under this Agreement, including by way of illustration but not limitation, federal and state income taxes, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees that shall be required by law. Company will, to the extent that it is legally required to do so, follow all necessary tax information and reports with federal, state and local taxing authorities, including an Internal Revenue Service Form 1099 to report the income of Contractor arising under this Agreement. Unless required by state law, Company will not withhold or pay taxes, including but not limited to FICA, FUTA, federal personal income taxes, state personal income taxes, state disability insurance taxes, and state unemployment insurance, if any; and any other form of Social Security, unemployment taxes and/or worker's compensation or any other assessments or taxes from payments that Company makes to Contractor.

3.0 **Non-Competition Provision.** For a period of two (2) years (the "**Non-Compete Period**"), Provider agrees not to accept a locum tenens assignment either through another locum tenens agency or directly with the Client at a facility where the Provider performed medical services under the terms of this Agreement; or to which Provider's Curriculum Vitae (CV) was presented due to the efforts of Company, without the expressed written consent of the Company. During the Non-Compete Period, Provider also agrees not to accept an offer of employment from the Client directly, on a contract basis or as an employee (either part time, full time or as an independent contractor) at a Client facility where the provider either performed services as a locum tenens independent contractor through the Company, or to which the provider's Curriculum Vitae (CV) was presented due to the efforts of Company without the expressed written consent of the Company. The Non-Compete Period will commence on the last day of the last assignment worked

at the facility in question or the date that the CV was referred to the Client, whichever is later. This Section 3.0 shall survive any termination of the Agreement.

4.0 **Company Responsibilities.**

4.1 During the Term hereof, the Company shall provide professional liability insurance for all professional services rendered by Contractor under this Agreement in the amount of \$1,000,000 for each occurrence with a per annum aggregate limitation of \$3,000,000. Unless otherwise negotiated in a specific Confirmation executed by both parties, the Company will bear the cost of this insurance. The Company has secured and will continue to secure claims-made coverage and prior acts coverage from an A-rated insurance company. The insurance described in this section will apply only to agreed upon services provided by the Contractor during an Assignment undertaken on behalf of Company.

4.2 The Company will pay the compensation agreed upon in the Confirmation according to its customary payment process once a completed timesheet and accompanying expense documents are submitted and approved by the Client.

5.0 **Independent Contractor Status.**

5.1. The Parties intend that the Contractor be engaged as an independent contractor of Company. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

5.2. The Contractor may not act as agent for, or on behalf of, the Company, or to represent the Company, or bind the Company in any manner.

5.3 The Contractor will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the Company.

6.0. **Representations.** Both Parties represent that they are fully authorized and empowered to enter into this Agreement and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm or organization, or any law or governmental regulation.

7.0. **Disclaimer of Liability and Release and Indemnification.** The Contractor shall release, defend, protect, indemnify and save Company harmless from and against all liability, claims, costs, expenses, damages (whether actual, consequential, special or punitive), demands, suits and causes of action of every kind and character (the "**Claims**") arising in favor of any person, corporation or other entity, including Contractor and its contractors or agents, on account of malpractice, personal injury or death, damage to property incidental to or in connection with or arising out of: (a) the services performed pursuant to this Agreement; (b) this Agreement; (c) the presence of Contractor on the premises of any medical facility client; or (d) the act or omission of Contractor or Contractor's employees or agents.

8.0. **Liability.** EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BODILY INJURY, DEATH, LOSS OF REVENUE, OR PROFITS OR OTHER BENEFITS, AND CLAIMS BY ANY THIRD PARTY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS.

9.0. **Confidential Information.** Contractor agrees that Contractor will not disclose or cause to be disclosed or used to Contractor's gain or benefit any confidential or proprietary information, records or documents relating to the practice, services, operations or business of Company, or of the Company's clients, which Contractor gained through the term of this Agreement or while providing services under this Agreement. All patient information will be utilized and disclosed by the Contractor only in accordance with all applicable laws and regulations, including, but not limited to, regulations relating to privacy and security published by the United States Department of Health and Human Services according to the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

10.0. **Miscellaneous Provisions.**

10.1. This Agreement, and any accompanying Confirmations, appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the parties, preceding the date of this Agreement. To the extent any language in a Confirmation or other accompanying document conflicts with the language hereof, the language in this Agreement shall control.

10.2. This Agreement may be amended only by written agreement duly executed by an authorized representative of each party (email is acceptable).

10.3. If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

10.4. This Agreement shall not be assigned by Contractor without the express consent of the Company.

10.5. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

10.6. This Agreement is to be governed by and construed in accordance with the laws of the State of Michigan without reference to any principals of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement will only be brought, tried and resolved in the applicable federal or state courts having jurisdiction in the State of Michigan. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, HAVING JURISDICTION IN THE STATE OF MICHIGAN.

The Parties are signing this Agreement on the date stated in the introductory clause.

Medical Marketing Management, Ltd.;
DBA Honor Medical Staffing

By: _____

Name: B. Franklin Phillips

Its: President

Contractor

_____ (LLC or corporate name if applicable)

By: _____

Name: _____

Its: _____ (Title if LLC or corporate entity)