



EMPLOYMENT AGREEMENT WITH TEMPORARY EMPLOYEES

This Employment Agreement is entered into between StatGroup, LLC(Employer) and _____(Employee) on this the ____ day of _____, 200__. In consideration of the terms and conditions hereafter set forth, the sufficiency of this consideration being acknowledged, IT IS AGREED AS FOLLOWS:

1. EMPLOYMENT RELATIONSHIP

- a. The employment relationship between StatGroup, LLC, and the Employee has no fixed term and is terminable at will by either party, with or without notice, and with or without cause.
- b. The Employee understands and agrees that StatGroup, LLC, cannot and does not guarantee the Employee a specific number of assignments or a fixed duration of any particular assignment.
- c. The Employee understands and agrees that he/she is employed by StatGroup, LLC, and is not an employee of any client of StatGroup, LLC. The Employee agrees to accept and comply with all of the rules and working conditions established by StatGroup, LLC, as well as any rules of the Client, applicable to the Assignment.

2. EMPLOYEE'S COMMITMENT TO THE ASSIGNMENT AND "UNEXCUSED ABSENCE"

- a. The Employee is required to complete his/her Assignment with the Client, as identified in Rider "A," unless:
 - (i) There are extenuating circumstances that would excuse completion of the assignment which will be determined by StatGroup, LLC,;
 - (ii) Material changes are made in the job specifications by the Client or in the Assignment as set forth in Rider "A" .
 - (iii) A determination is made by StatGroup, LLC, that the Employee is not qualified for the Assignment.
 - (iv) The Assignment is ended at the request of StatGroup, LLC, or the Client due to no fault of the Employee.

Should the Employee wish to discontinue his/her Assignment with the Client before its completion, the Employee must immediately contact StatGroup, LLC, and cannot discontinue the Assignment until StatGroup, LLC, has had a reasonable amount of time to provide an adequate replacement.

- b. Provided that the Employee has not breached the contract as described in paragraph 2a of this Agreement, in the event of termination on or after the Report Date as set forth in Rider "A," the Employee will be entitled to receive wages earned through the time of termination, but StatGroup, LLC, shall have no further obligation or liability to the Employee other than the payment of such earned wages. In the event of termination before the Reporting Date, StatGroup, LLC, shall have no obligation or liability to the Employee.
- d. Employee agrees that a breach of paragraph 2a of this Agreement shall be sufficient grounds for StatGroup, LLC, to review the reasons for non-completion of the assignment and determine if a Breach Fee, as set forth in paragraph 10 of this agreement, is warranted. The Employee may present his/her reason(s) for any alleged breach, the final determination thereof to be in the sole and absolute discretion of StatGroup, LLC.

- e. The Employee agrees that not showing up for work on any scheduled workday, as the result of an “unexcused absence”, is in violation of their agreement with StatGroup, LLC, and shall result in charge backs to the Employee of assignment overhead expenses which have been pro-rated equivalent to the hours of “unexcused absence”. Features of an “unexcused absence”:
 - i. An “unexcused absence” is considered to be any absence which has not received approval by StatGroup at least 72 hours prior to the absence.
 - ii. As an example, calling in four hours prior to a scheduled shift to request personal time off would not be acceptable and would be considered an “unexcused absence”.
 - iii. Also, an absence due to illness but not supported by a physician’s permission slip would be considered an “unexcused absence”.
 - iv. Any time taken off for personal reasons is in jeopardy of being ruled an “unexcused absence”.
 - v. For any “unexcused absence” the minimum amount of overhead charge back shall be a pro-rated amount based on the charges incurred by StatGroup for housing, auto and meals.
 - vi. An excused absence permission slip will be issued by StatGroup for all excused absences from a scheduled workday.

This understanding between the Employee and StatGroup is necessary due to the fact that StatGroup has a daily overhead investment in the Employee’s lodging, auto and meal expense. Additionally, in contracting with the Client facility, StatGroup promises the Client facility that it will receive the services of a dependable, mature Employee who is a responsible health care professional. StatGroup is bound by a contract which includes the fulfillment of a work schedule need that has been required by the Client and promised by StatGroup. It is StatGroup’s intention to fulfill this contract through the employment of the Employee. Any deviation from this promise due to irresponsible acts on the part of the Employee do irreparable long term damage to the reputation of StatGroup, LLC. It is vital for all parties concerned that the Employee show up for work when scheduled.

3. CHANGE IN TERMS OF EMPLOYEE’S ASSIGNMENT

StatGroup, LLC, reserves the right to renegotiate the terms of the Employee’s Assignment with the Client and the Employee should the job specifications or Assignment change, the responsibilities increase, or other circumstances occur in which StatGroup, LLC, deems it appropriate to renegotiate the terms of the Employee’s Assignment. The Client also has the right to change the Assignment at any time under the terms of StatGroup, LLC’s agreement with the Client.

4. LIABILITY AND INDEMNIFICATION

As between StatGroup, LLC and Employee, it is agreed that StatGroup, LLC shall not be held liable or responsible for any claim, demand, judgment or adverse ruling of any nature rendered against StatGroup, LLC arising out of Employee’s actions during any assigned work or work-related activities. Specifically, Employee hereby agrees to fully and completely indemnify and hold harmless StatGroup, LLC, its management, officers, directors, shareholders, agents, servants and employees, from and against any and all costs, claims, damages, judgments or fees, including, but not limited to, those that in any manner result from or arise out of any asserted negligence, willful or intentionally wrongful act, error or omission, or any wrongful act of any nature whatsoever, of Employee during any assignment by StatGroup, LLC. Plainly stated Employee and not StatGroup, LLC, shall be legally responsible for all his/her actions during any period of employment with StatGroup, LLC.

5. CONFIDENTIALITY

- a. The Employee agrees that as a condition of his/her acceptance of the Assignment with the Client that he/she will not disclose or in any way relate or disseminate to unauthorized parties, without the express written permission of StatGroup, LLC, or the Client, any information gained through contact with confidential information, trade secrets, materials, documents, or internal or unpublished documentation concerning StatGroup, LLC, or the Client made through his/her Assignment.

- b. The Employee agrees to fully and completely indemnify and hold harmless StatGroup, LLC, its management, officers, directors, shareholders, agents, servants and employees, from and against any costs, claims, damages, judgments or fees, including, but not limited to, reasonable attorney fees and associated litigation costs it may incur or be assessed, that in any manner result from or arise out of any asserted unauthorized disclosure of such confidential information and/or documentation that may be brought against StatGroup, LLC by the Client or any other person/entity.
- c. The Employee agrees that if StatGroup, LLC locates a possible Assignment for Employee, and StatGroup, LLC, presents Employee's resume to a Client before the Employee makes contact with the Client, that Employee will only accept an Assignment or position with that Client if it is contracted through StatGroup, LLC.
- d. The Employee agrees that breach of any term of paragraph 5 may be sufficient grounds for StatGroup, LLC, to assess a Breach Fee as set forth in paragraph 10 of this agreement, in the sole and absolute final discretion of StatGroup, LLC.

6. PAYMENT

- a. A rate of compensation for an Employee's services, along with optional compensation terms, if any, shall be negotiated between the Employee and StatGroup, LLC, with respect to his/her Assignment and shall be set forth, along with the Assignment duties and responsibilities, in Rider "A," which is incorporated by reference herein.
- b. During the Assignment, and for 12 months thereafter, the Employee shall not discuss the Client, its employees, or others engaged on the Assignment, the rate of pay or amount of per diem, or other miscellaneous reimbursements that the Employee is receiving from StatGroup, LLC.
- c. The Employee shall be responsible for accurately maintaining and providing to StatGroup, LLC, on a weekly basis, a completed time card signed by an authorized Client representative, certifying his/her hours worked while on the Assignment. Payment will be direct deposited in the Employee's personal bank account or sent to an address provided by the Employee in check form. All appropriate withholding amounts will be deducted by StatGroup, LLC, at the appropriate rates and remitted to the appropriate taxing authorities. Employee agrees that unless and until Employee provides a time card to StatGroup, LLC, signed as described in this paragraph 6, that StatGroup, LLC, shall have no obligation to compensate Employee for work completed on the Assignment until a properly completed time card is received by StatGroup, LLC.

7. REQUIRED DOCUMENTATION AND CONSENT FOR RELEASE OF RECORDS AND INFORMATION

- a. The Employee shall provide to StatGroup, LLC, a completed and signed W-4 (tax withholding) and I-9 (employment eligibility) form, as well as any other pre-employment paperwork requested by StatGroup, LLC. Employee shall notify StatGroup, LLC, immediately concerning changes to any such information.
- b. It is understood that prior to any employment by StatGroup, LLC of Employee, a personal evaluation of Employee is necessary. This evaluation may include, but not be specifically limited to, a requirement that Employee fully complete, sign and deliver to StatGroup, LLC, a document titled "RELEASE AUTHORIZATION", a true copy attached hereto as Exhibit A, being one page in length. ACCORDINGLY, EMPLOYEE SPECIFICALLY ACKNOWLEDGES, AGREES AND CONSENTS AS FOLLOWS:
 - 1. Employee shall truthfully, honestly and fully, answer and complete, as if under oath, the "RELEASE AUTHORIZATION".
 - 2. The information provided by Employee on this "RELEASE AUTHORIZATION" may be verbally or by copy of same delivered and released to any actual or potential client of StatGroup, LLC considering the possible assignment to it of Employee.
 - 3. During employment with StatGroup, LLC, should I as the Employee seek health care services for any work-related injury, occupational disease, or other work-related harmful change in my physical condition, as Employee, I hereby specifically agree that pursuant to the Health Insurance Portability and Accountability Act (HIPAA) Privacy Regulations, 45 CFR # 164.508, any health care provider which has provided such health care services for me is hereby authorized to release to StatGroup, LLC, P.O. Box 1674,

205 Crittenden Street, Owensboro, KY, 42302-1674 or any of its representatives, all medical records, including but not limited to: office notes, history, physical, consultation notes, discharge summaries, order and progress notes, laboratory results, nurses notes, emergency room records, operative records, inpatient records and files of x-rays, MRIs or PET scans, pharmacy records and drug records, concerning any medical treatment that I have received from any such health care provider. I hereby authorize release of all such records to StatGroup, LLC; the actual client of StatGroup, LLC to which as an Employee I am assigned for employment purposes; and, to their agents and legal/insurance representatives.

4. Employee specifically acknowledges and agrees as follows:
 - (i) During any pre-employment application process with StatGroup, LLC, Employee may be required to submit to a complete drug screen or drug testing analysis to determine the presence, if any, of a controlled substance in the body of Employee; and, further such screening or testing may be required at any time during Employee's employment with StatGroup, LLC.
 - (ii) Employee hereby agrees to undergo such screening and testing at the request of StatGroup, LLC; and, further specifically agrees and consents to the release, by verbal or written means, to StatGroup, LLC, of the results of such drug screening and testing.
 - (iii) Employee also agrees and specifically authorizes and consents to the release of such drug screening and testing results by StatGroup to any potential or actual client of StatGroup to which Employee may be assigned for employment.

c. During any employment with StatGroup, LLC, Employee hereby consents to and agrees that StatGroup, LLC shall have full and complete access to any and all records of every kind and nature created by any Client of StatGroup, LLC resulting from the placement of Employee with Client by StatGroup, LLC for employment purposes.

8. FAIR COMPETITION

Employee understands and acknowledges that StatGroup, LLC, has expended significant time, effort and financial resources to develop the Assignments to which employee are assigned and that the opportunity to assign temporary employees to clients is a valuable and unique asset of StatGroup, LLC .

Therefore:

- a. The Employee agrees that for a period of 365 days following the completion of his/her Assignment with the Client of StatGroup, LLC, he/she will not seek or accept, directly or indirectly, work or employment with the Client of StatGroup, LLC, whether as a temporary employee, an employee on the Client's payroll or another entity's payroll, a consultant, an independent contractor or otherwise, unless such employment is arranged by StatGroup, LLC, or StatGroup, LLC, gives its advance written permission to such assignments or employment. In the case of an offer of employment by a Client of StatGroup, LLC, or an offer of employment from a prospective client of StatGroup, LLC, to which StatGroup, LLC, has previously presented the Employee's resume, a placement fee will be payable to StatGroup, LLC, from the Client/prospective client, unless some other agreement is reached between StatGroup, LLC, and the Client/prospective client, and Employee will not accept such an offer without the prior written consent of StatGroup, LLC.
- b. The Employee agrees that if his/her duties or responsibilities in connection with his/her Assignment with the Client include acquiring personnel on behalf of the Client (e.g., contractors, consultants, executives or office staff), the Employee will first contact StatGroup, LLC, and seek its assistance in acquiring such personnel before engaging any other staffing firm to acquire such personnel.
- c. The Employee agrees that during his/her employment, and after the cessation of his/her employment with StatGroup, LLC, he/she will not engage in any activity which harms prejudices or disparages StatGroup, LLC, or any of its subsidiaries or affiliates. The Employee further agrees that after cessation of his/her employment with StatGroup, LLC, he/she shall not represent himself/herself as being in any way connected with or interested in the business of StatGroup, LLC, or any of its subsidiaries or affiliates.

- d. Employee agrees that a breach of any term of this paragraph 8 shall be grounds for StatGroup, LLC, to pursue legal action as provided by law.

9. MISCELLANEOUS

- a. This agreement shall be governed by and interpreted exclusively in accordance with the law of the Commonwealth of Kentucky. Should any court of competent jurisdiction declare any provision of this agreement unenforceable, the remainder shall continue in full force and effect.
- b. Any and all litigation, of every kind and nature, that may arise between Employer and Employee shall be filed solely and exclusively in Owensboro, Daviess County, Kentucky, either in the Daviess District/Circuit Courts (the State Courts) or the United States District Court, Owensboro Division (the Federal Court).
- c. No provision of this Agreement may be amended or waived unless such amendment is agreed to in writing and signed by either the President, Chief Executive Officer, Chief Financial officer, or Chief Operations Officer of StatGroup, LLC. The waiver by StatGroup, LLC, of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach hereof.

10. REMEDIES FOR BREACH – “BREACH FEE”—INJUNCTIVE RELIEF

- a. Breach Fee—A Breach Fee may be charged to Employee by Employer. This fee is a monetary charge which Employer may assess against Employee when the Employee has demonstrated unacceptable behavior which has resulted in termination of employment. Some examples of instances where such a fee may be assessed are as follow:
 - i) Not showing up for work for even the first day after signing the contract and rider. In this instance StatGroup, LLC, has already spent money on travel arrangements and has signed a binding contract with the Client. Irresponsible acts on the part of the Employee do irreparable long term damage to the reputation of StatGroup, LLC.
 - ii) Failure to report to work without getting the Client to approve of the absence.
 - iii) Walking off the job.
 - iv) Misrepresentation of professional skills.
 - v) Being fired by Client due to insubordination to Client supervisory staff.
 - vi) Being fired due to sexual harassment or inappropriate touching or speech that could be construed as sexual harassment.
 - vii) Being fired by the Client for any unreasonable behavior that is inappropriate for a professional on the job, such as, disrespectful or rude remarks to patients, sneaking off for unauthorized smoke breaks, or unprofessional appearance. Some real life examples of unprofessional appearance would be: coming to work with long hair which is wet, unclean appearance or body odor, wearing a blanket around one’s shoulders while attending to patients, or bedraggled unprofessional appearance.The amount of the Breach Fee is in the sole discretion of StatGroup, LLC and will be determined by the severity of the damage caused by the incident and shall not exceed \$5,000.00. This fee is assessable against and collectable from Employee by any reasonable means, including but not limited to withholding of one or more pay checks due Employee from StatGroup, LLC, application for an order of garnishment of compensation due to the Employee from other employers/sources, and other Debt Collection Services.
- b. Injunctive Relief--It is specifically agreed that in an instance when a Breach Fee is imposed, that such instance alone represents legal cause (irreparable harm is then occurring to Employer for which no legal remedy exists in the form of damages) for Employer to seek and obtain Injunctive Relief from a Court of law. This injunctive relief obtainable shall include, but not be limited to, the granting of an Order of Court enforcing the provisions of the agreement; limiting Employee from continuing in any prior or existing Assignment or employment with any Client of StatGroup, LLC, and such other provisional forms of injunctive relief as may be available under the then existing facts and applicable law.

11. ADDITIONAL FEES INCURRED

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In certain circumstances beyond the control of StatGroup, LLC, the Employee may incur additional fees not directly related to the negotiated temporary assignment. If the Employee incurs additional fees or expenses he/she agrees to assume all responsibility for such charges as, but not limited to:

1. Early Pickup or Late Drop Off of Rental Vehicles
2. Early Check-In or Late Check-Out of Lodging & Hotels
3. Refueling Charges of Rental Vehicles
4. Damage Fees or Cleaning Fees to Rental Vehicles or Lodging & Hotels
5. Room Service, Pay-per-View Movies, or Long Distance Calls Billed to Hotel Room
6. Upgrades to Rental Vehicles/Lodging

Employee agrees that said charges may be collected by StatGroup, LLC, by any reasonable means necessary. In addition, the Employee agrees that StatGroup, LLC, shall be entitled to injunctive relief to enforce this Agreement and to seek such other and further remedies as may be available to StatGroup, LLC, at law and equity.

12. **ARBITRATION**

- a. Any claim arising out of or relating to this Agreement, or any breach thereof, shall be submitted to arbitration in Daviess County, Kentucky, in accordance with the rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof. This arbitration provision shall be deemed to be self-executing and in the event that the Employee fails to appear at any properly noticed arbitration proceeding, award may be entered against the Employee notwithstanding his failure to appear.
- b. Nothing herein contained shall bar the right of either party to seek and obtain temporary injunctive relief from a court of competent jurisdiction in accordance with applicable law against threatened conduct that is likely to cause irreparable harm, pending completion of the arbitration.
- c. It is the intent of the parties that any arbitration between StatGroup, LLC, and the Employee shall be of the Employee's individual claim and that the claim subject to arbitration shall not be arbitrated on a class-wide basis.

BY: _____
Employee Signature/Title

BY: _____
StatGroup, LLC/Title

Date: _____

Date: _____