

Effective Date: 1 July 2021

## U.S. Staffing Service Terms & Conditions

These U.S. Staffing Service Terms and Conditions (“T&Cs”) govern RMI’s U.S. Staffing Services and contain certain terms and conditions that supplement the MSA and, where they conflict, override the MSA.

1. **Definitions:** In addition to the definitions provided elsewhere in this Agreement, the following definitions will apply:
  - 1.1. **“24/7”** means 24 hours per day 7 days per week.
  - 1.2. **“Staffing”** means the provision of personnel by RMI to the Client for purposes other than solely providing training.
  - 1.3. **“Site”** means the Client work location as well as associated locations such as camps and offices.
  - 1.4. **“Provider”** means all personnel assigned the Client’s Site for the purposes of rendering Services.
  - 1.5. **“Scope of Practice”** means the procedures, actions, and processes that the Provider is permitted to undertake in accordance with their profession and industry best practices in a given jurisdiction.
  - 1.6. **“Period of Performance (PoP)”** means the period of time over which the Services will be executed.
  - 1.7. **“Project”** means the Site(s) that will be covered under the Service Order Form.
  - 1.8. **“Rotation”** means the time period that a Provider is on the Site continuously.
  - 1.9. **“Day Rate”** means the rate for a 12-hour working day unless otherwise defined in the Service Order Form.
  - 1.10. **“Hourly Rate”** means the rate for each hour worked less than 40 hours per week.
  - 1.11. **“Overtime Rate”** means the rate for each hour worked more than 40 hours per week.
  - 1.12. **“Week”** means midnight (0:00) Sunday to midnight (0:00) Sunday the following week.
  - 1.13. **“Home of Record (HOR)”** means the location where the Provider lives or deploys from.



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- 1.14. “Work Time”** means the time the Provider is executing Services.
- 1.15. “Standby Time”** means any time a provider is required to be available but is not performing services directly related to the Service Order Form.
- 1.16. “Adverse Weather Day”** means a day in which work is shut down due to adverse weather.
- 1.17. “Handover Time”** means time where two Providers occupying the same position are on the Site at the same time during a Rotation.
- 1.18. “Travel Time”** means time where the Provider is away from their Home of Record while transiting to the Project or Site.
- 1.19. “Training Time”** means time where the Provider is taking specialized training as required by the Client or Project or Site.
- 1.20. “Per Diem”** means the mutually agreed upon daily rate for the lodging, meals, and incidentals while the Provider remains away from their HOR.
- 1.21. “Mileage”** means the U.S. IRS rate times the number of miles driven.
- 2. Products & Services:** RMI will provide medical or safety Staffing & Staffing support services to the Client for the Project. These products and services will include:
- 2.1. Consultation.** RMI will work with the Client to assess Project requirements including work environment, budget, local regulations, and Provider Scope of Practice. RMI will then use this information to recommend a Provider type that aligns with Project requirements.
- 2.2. Recruiting.** When not readily available within RMI’s pool of Providers, RMI will recruit qualified Providers to meet the Project requirements. Qualified Providers that RMI can recruit generally include but are not limited to the following: Physician, Physician Assistant, Nurse Practitioner, Paramedic, Registered Nurse, Advanced Emergency Medical Technician, Emergency Medical Technician, HSE Advisor, HSE Medic.
- 2.3. Screening & Credentialing.** All Providers will undergo: a fitness for duty medical exam, a criminal background check, credentialing of any required licensure and certifications, required skills competency evaluation.
- 2.4. Travel & Logistics Coordination.** RMI will coordinate all Provider travel and logistics to and from the Project or Site.
- 2.5. Provider Services.** The Provider will perform medical and/or safety services in alignment with the Provider(s) Scope of Practice as outlined in the Provider’s job



description but not to supersede any regulatory standards of care, protocols or regulations.

- 2.6. Telemedicine.** RMI will provide 24/7 Provider access to RMI's physician consultation line.
- 2.7. MERP.** RMI will provide a written Medical Emergency Response Plan (MERP) for all Sites with RMI medical Providers. Unless the Site has an existing MERP that would supersede an RMI provided MERP.
- 2.8. Computer.** If required, RMI or the Provider will provide a computer capable of performing the processes needed to execute the services associated with the Provider's job description.
- 2.9. PPE.** The Provider will come with basic Personal Protective Equipment (PPE) based on the Project or Site requirements. At a minimum this includes safety work boots. But may also include: safety glasses, safety vests, and hardhats in accordance with ANSI and CE standards.
- 2.10. Training.** When requested by the Client, and when the Provider is qualified to do so, RMI may be able to coordinate the delivery of Project specific certificate training courses including basic first aid and select safety trainings.

### 3. Limitations:

- 3.1.** If there is insufficient time between the Client's request for services and/or contract signing and the beginning of the PoP, RMI may be unable to provide Staffing services by the requested start date.
- 3.2.** If there are changes in the Project start or end date with less than 30 days-notice RMI does not guarantee its ability to provide Staffing services for the Project.
- 3.3.** If RMI is unable to find a Provider that meets the Project requirements for the duration of the PoP, RMI will make a reasonable effort to identify alternative solutions.
- 3.4.** RMI is unable to perform services that fall outside of a Provider's Scope of Practice. If the Client requests such services to be performed, a more advanced Provider along with associated Equipment & Supplies may be required. Additional charges will apply.
- 3.5.** If the Client requests Provider qualifications that RMI cannot adequately recruit for, train, or govern RMI may be unable to provide the Client with the requested Staffing services.
- 3.6.** These T&Cs are intended for Staffing purposes only. All required equipment, supplies, and other 3<sup>rd</sup> party services will be detailed in a separate Schedule.



**3.7.** MERPs are only included for Sites that have RMI medical Providers. All Sites that have only RMI safety Providers or non-RMI providers will not be provided a MERP.

**4. Client Obligations:** The Client is responsible for paying for and/or providing:

**4.1. Communications Equipment & Services.** Communications equipment and services necessary for providing the Services, which may include but are not limited to radio, mobile phone, satellite phone, landline phone.

**4.2. Internet.** Internet connectivity adequate to for providing the Services. At a minimum the internet services must allow unrestricted access to the following RMI systems: email, electronic health records, cloud file storage, secure patient communication portals, and satellite trackers. If internet connectivity is limited or not possible based geographic limitations the Client will make a reasonable effort to identify alternative arrangements.

**4.3. Supporting Computer Equipment.** Supporting computer equipment necessary for providing the Services, which may include but is not limited to a printer/scanner.

**4.4. PPE.** Required Project, Site or Client specific Personal Protective Equipment (PPE) for Providers while on Site.

**4.5. Transportation, Food & Lodging.** Reasonable transportation, food and lodging for Providers as determined by RMI and generally meeting reasonable quality standards. Unless the Provider is to be paid a Per Diem in which case the Provider will be responsible for securing said accommodations.

**4.6. Special Pass, Licensures & Certifications.** Special passes, and Project or Site specific licensures and certifications beyond the minimum Provider requirements outlined in the Provider's job description.

**4.7. No Poaching.** Client agrees to not approach the provider for the purposes of offering employment for the duration of the PoP and for a minimum of 1 year following the end of the PoP.

**5. Billing:**

**5.1. Billing Schedule.** RMI will bill the client prior to the 15th of each calendar month for the services rendered in the previous calendar month.

**5.2. Mobilization.** RMI will bill the Client a fixed mobilization fee for the mobilization of the Provider from their HOR to the Site. The mobilization fee will be inclusive of all Travel Time, airfare, hotels, taxis, mileage, parking, baggage charges, and food or per diem.

**5.3. Billable Time.** Depending on Client requirements, the Client agrees to either pay RMI an hourly, daily, or monthly rate for the services provided. Overtime rates may be



applicable. Regardless of the unit of measure, the Client also agrees to pay for Work, Handover, Standby, Training, Travel time, and Adverse Weather Days for each Provider on either side of each Rotation. Time begins from the time the Provider arrives on Site until they leave the Site. Handover days will be billed to the client at 12 hours, or one day. Training and Standby will be billed to the Client hourly, or for one day, or for a one day of a prorated month. Adverse Weather Days will be billed to the Client for 4 hours, a half day, or a half day of a prorated month if the Provider works less than or equal to 4 hours. If the Provider works more than 4 hours, the Client will be billed for a full workday.

- 5.4. Quarantine Time.** The Client agrees that the Client will pay for day rates and all costs plus 10% associated with any unavoidable quarantine time, including but not limited to: travel, meals, and lodging or any other reasonable expenses incurred during the quarantine.
- 5.5. Cancellation Fees.** If the Client cancels a Project or Rotation on less than 30 days' notice, the Client agrees to pay any direct and indirect costs incurred by RMI associated with that cancellation.
- 5.6. Project Term Changes.** If the Client changes the terms of the Project following the signing of this Agreement, the Client agrees to pay actual direct and indirect costs inclusive of fees incurred by RMI associated with that term change.
- 5.7. Other 3<sup>rd</sup> Party Expenses.** Client agrees to pay all other 3<sup>rd</sup> party expenses that RMI incurs in association with the Project. Said expenses will be billed to the Client with a markup as defined in the Service Order Form.
- 5.8. Demobilization.** RMI will bill the Client a fixed demobilization fee for the demobilization of the Provider from the Site to their HOR. If the Provider is being remobilized to a new Site operated by the same Client, then the Client will only be billed a Mobilization fee as described in 5.2. The demobilization fee will be inclusive of all Travel Time, airfare, hotels, taxis, mileage, parking, baggage charges, and food or per diem.
- 5.9. Training Certificates.** RMI will bill the Client for any official training certificates associated with courses that are led by the Provider during the PoP.

