



Service Contract

1. **PURPOSE:** The purpose of this Agreement is to record, for our mutual benefit, our mutual understanding and agreement concerning the placement of personnel in your facility by Independent Medical Company LLC (herein: Company).
2. **KEY TERMS:** The following words have the following meanings in this Agreement:

WE, US, OUR and OURS mean **Independent Medical Company LLC**, together with its parent, subsidiary and affiliated companies. Other subsidiary and affiliated companies may be added from time to time, and this Agreement will apply to all of them as well. YOUR promises and duties under this Agreement apply to Independent Medical Company LLC as well as to all of its parents, affiliates and subsidiaries, even if you do not have a working relationship with all of them.

YOU, YOUR and YOURS refers to Your Hospital **with** its parent, subsidiary and affiliated companies.

PERSONNEL are defined as all allied healthcare person either temporary or permanent that is referred to YOUR facility by Independent Medical Company LLC.

3. **TERM OF AGREEMENT:** This agreement will remain in effect for one (1) year from the date of signing below, and may be amended or terminated by either party with a thirty (30) day written notice.
4. **Independent Medical Company LLC. AGREES TO PROVIDE THE FOLLOWING: Per Diem** – The Per Diem personnel that WE provide will have an employee packet on file at our facility that includes a completed employment application, a skills inventory, a signed job description, an employment background check, a current TB skin test, a signed Hepatitis B form, copies of current licensure, CPR, a completed I-9 form, two references, a date of hire, and a 11-panel urine drug test. Independent Medical Company LLC. will match the nursing skill level that is requested by YOU. All personnel that are assigned to work in your facility are the employees of Independent Medical Company LLC. and WE accept all responsibility for paying their wages, taxes, unemployment insurance, and worker's compensation insurance in an amount as

required by State Law. WE agree to comply with all state and federal employment laws. WE agree to provide YOU with a copy of the employee file of all employees that work at YOUR facility. WE agree to notify YOU within 72 hours of the termination of any employee that worked in YOUR facility within the previous 24 months. YOU will have access to all employee files of personnel that work in your facility. YOU will be notified of results of the above search prior to the placement of personnel to YOUR facility by Independent Medical Company LLC. WE will maintain during the term of this agreement, professional liability insurance in the amount of \$1,000,000.00 per occurrence, with a \$6,000,000.00 aggregate and General liability insurance of \$1,000,000.00 per occurrence. Upon request, WE will provide YOU with Certificates or our Liability Insurance and Worker's Compensation Insurance.

5. **YOUR RESPONSIBILITY:** YOU agree to orient Independent Medical Company LLC personnel to YOUR facility and its rules and regulations. YOU agree to notify US immediately with any problems or complaints about any of OUR personnel. YOU agree to pay Independent Medical Company LLC per the fee schedule attached as **Exhibit 1** for OUR placement of personnel in YOUR facility. Payment is to be in US Dollars (USD) and is to be paid within a maximum of 30 days of the invoice date. Payment received within 7 days of the invoice date may be eligible for a 2% discount. Failure to pay within 30 days of the invoice date will result in an additional charge of 1.5% of balance due per month compounded monthly.
6. **CONFIDENTIALITY:** All information provided by YOUR facility to US will be held in complete confidence. In return, all information provided by US to YOU will also remain in confidence. In addition, WE will require our personnel to maintain the confidentiality of patient information obtained while providing services at YOUR Hospital. All information obtained from patients, their records, or computerized data will be held in confidence, and no copies of patient records will be made. OUR personnel will abide by all of YOUR Hospital policies concerning medical records and electronic media.
7. **FEES:** Please refer to the attached **Exhibit 1** for our current fee schedule.



8. **FEE DISPUTES:** In the event of a fee dispute between YOUR Company and OUR Company, a sworn affidavit of the employee, concerning the hours in question or the referral source, will be binding upon both YOUR Company and OUR Company as to facts which are set forth in the affidavit as being the personal knowledge of the employee. OUR company and YOUR Company agree to waive trial by jury. YOUR company and OUR Company agree that all disputes, regardless of where they may arise, will be held under the jurisdiction of the judicial system. If the courts rule in favor of Independent Medical Company LLC, you will be responsible to pay any and/or all of OUR legal and attorney fees.

9. **COMPLIANCE WITH STANDARDS:** WE agree that the Services provided under this Agreement are subject to the professional and administrative oversight of YOUR Hospital and its Medical Staff, and therefore, WE agree on behalf of ourselves, OUR shareholders, partners, employees and agents who perform such services to be bound by and comply with (I) the Bylaws, policies, procedures, rules and regulations of YOUR Hospital and YOUR Medical Staff, as each may be amended from time to time, including policies relating to confidentiality; (II) YOUR Hospital's code of conduct; (III) the standards, rules and regulations of the United States Department of Health and Human Services ("HHS"), the State Department of Health and Mental Hygiene, the State Department of Social Services, the Joint Commission on the Accreditation of Healthcare Organizations ("JCAHO") Medicare, Medicaid, Blue Cross, Blue Shield and any other federal, state, or local government agency or third-party payer exercising authority with respect to accrediting, or providing reimbursement for the Services.

Medicare Reporting Requirements. For the purpose of implementing Section 1861(v)(1)(I) of the Social Security Act, as amended, and any written regulations thereto, WE agree to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of the Services rendered under this agreement:

(a) Until the expiration of four (4) years after the furnishing of services to YOUR Hospital pursuant to this agreement, WE will make available, upon written request from the secretary of HHS or the Comptroller General of the United States, or any of

their duly authorized representatives, this Agreement and all books, documents and records that are necessary to certify the nature and the extent of such costs.

(b) If WE carry out any of the duties pursuant to this Agreement through a subcontract with a value or cost of \$10,000.00 or more over a 12-month period with a related organization (as that term is defined in 42 C.F. R Subsection 413.17), such subcontract shall contain a clause to the effect that until expiration of four (4) years after the furnishing of such services, pursuant to such subcontract, the related organization shall make available, upon written request from the secretary of HHS or the Comptroller General, or any of their duly authorized representatives, the subcontract and all the books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

If WE are requested to disclose any books, documents or records relevant to this Agreement for the purpose of an audit or investigation, WE shall notify YOUR Hospital of the nature and scope of such a request and shall make available to YOUR Hospital, upon written request, all such books, documents and records.

Excluded Provider Provision. WE hereby represent and warrant that WE and any individual providing services under this contract are not and at no time have been excluded from participation in any federally funded health care program, including Medicare and Medicaid. WE hereby agree to immediately notify YOUR Hospital of any threatened, proposed, or actual exclusion from any federally funded healthcare program, including Medicare and Medicaid. In the event that WE or another individual providing services under this Agreement is excluded from participation in any federally funded healthcare program during the term of this agreement, or at any time after the effective date of this Agreement is determined that WE are in breach of this Section, this Agreement shall, as of the effective date of such exclusion, or breach, automatically terminate.

10. **THIS AGREEMENT REMAINS IN FORCE:** If any part of the Agreement is found to be unenforceable, only that part will be disregarded. The rest of the Agreement will stay in force and effect.



11. **INDEMNIFICATION:** Both parties agree to indemnify and hold the other, including directors, officers, agents, and employees harmless from all claims, suits, judgments, and demands arising from the indemnifying party's negligent and/or intentional acts and omissions in the performance of the duties prescribed by this Agreement. Each party shall give the other immediate written notice of any claim, suit or demand, which may be subject to this provision. This provision shall remain in effect even after the termination of this agreement.
12. **THIS AGREEMENT IS GOVERNED BY LAW:** This Agreement is to be interpreted, governed, and enforced according to the laws of the State of
13. **YOU HAVE RECEIVED A COPY OF THIS AGREEMENT.** YOU have read and understood this Agreement before signing it. YOU have received a copy of this Agreement.
14. **ENTIRE AGREEMENT / CHANGES:** This is the entire agreement between YOU and US regarding the placement of OUR employees in your facility. Either YOU or OUR Company with thirty (30) days written notice may terminate this agreement. The termination of this agreement, however, will not affect the application of these conditions to candidates in process at the time.
15. **BINDING EFFECT.** This Agreement binds, and will be to the benefit of, the parties' heirs, assigns and successor.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

THIS AGREEMENT IS SIGNED on the _____ day of _____,
in the year _____.

Independent Medical Company LLC (WE, US, OUR, and OURS):

By: _____

Name: William J. Maddock

Title: President

(YOU, YOUR, and YOURS):

By: _____

Name: _____ Title: _____