

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the _____ day of _____, 20____, between [Gulf Coast Transcription of Florida, Inc.] ("the Company") and [service provider's name] ("the Contractor").

1. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform medical transcription services set forth herein, and the Contractor hereby accepts such engagement.

2. **Duties, Term, and Compensation.** The Contractor's duties, term of engagement, compensation and provisions for payment set forth herein, and which is attached as Exhibit A – Scope of Work, which may be amended in writing from time to time, or supplemented with subsequent additional services to be rendered by the Contractor and agreed to by the Company, and which collectively are hereby incorporated by reference.

3. **Expenses.** During the term of this Agreement, the Contractor is responsible for all expenses which are incurred in connection with the performance of the duties hereunder.

4. **Written Reports.** The Company requests that daily logs be maintained for each completed report specifying all related information to include job numbers, dictator name/number, MR/Billing/Order numbers. Invoices for Contractor services are to be submitted on the 16th and 1st for pay periods ending on midnight the 15th and last day of each month.

5. **Inventions.** Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the Company; and the Contractor hereby assigns all right, title, and interest in the same to the Company. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by [him or her] in rendering duties to the Company are hereby licensed to the Company for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Contractor's prior written approval by the Company to a wholly-owned subsidiary of the Company.

6. **Confidentiality.** The Contractor acknowledges that during the engagement [he or she] will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures.

The Contractor agrees that [he or she] will not disclose any of the aforesaid, to include Protected Health Information (PHI) to anyone other than the Company, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into [his or her] possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in [his or her] possession or under [his or her] control. The Contractor further agrees that [he or she] will not disclose [his or her] retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of [his or her] relationship to the Company and of the services hereunder.

7. Conflicts of Interest; Non-hire Provision. The Contractor represents that [he or she] is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering [his or her] duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret, or provided intellectual property or appliances by Company in which [he or she] does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of [his or her] productive time, energy and abilities to the performance of [his or her] duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Company. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment, any employee, consultant, or contractor of the Company or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement within one year of such employment or engagement.

8. Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

9. Merger. This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.

10. Termination. The Company may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

11. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the Company for any purpose. The Contractor is and will remain an independent contractor in [his or her] relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

12. Insurance. The Contractor will not at this time be required to carry liability insurance (including malpractice insurance, if warranted) relative to any service that [he or she] performs for the Company. The requirement for liability insurance and/or errors and admissions insurance may be required at a later date.

13. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

14. Choice of Law. The laws of the state of Florida shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

15. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be

settled in Florida in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

16. **Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

17. **Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

18. **Assignment.** The Contractor shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of [his or her] duties hereunder, without the prior written consent of the Company.

19. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor:

[name] _____
[street address] _____
[city, state, zip] _____

If to the Company:

[name] _____
[street address] _____
[city, state, zip] _____

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

20. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

21. **Entire Understanding.** This document and any exhibits attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

22. **Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

[Company name]

By: Gulf Coast Transcription of Florida, Inc.

Its: _____ [title or position]

[Contractor's name]

By: _____

Its: _____ [title or position]

EXHIBIT A – SCOPE OF WORK

DUTIES, TERM, AND COMPENSATION

DUTIES: The Contractor will perform medical transcription services for Company. [He or she] will report directly to the management of the Company and to any other party designated by the Company management in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Company and agreed to by the Contractor.

TERM: This engagement shall commence upon execution of this Agreement and shall continue in full force and effect through the termination of services to the Company by the Contractor or earlier upon completion of the Contractor's duties under this Agreement. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

COMPENSATION:

As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Contractor at the line rate of _____ per 65 character line including spaces. Gulf Coast Transcription of Florida, Inc. will from time to time run audit reports to ensure the number of character spaces is correct and no additional spaces or blank spaces are added to increase the line count. If it is determined that this indeed has happened Gulf Coast Transcription of Florida, Inc. has the right to immediately terminate this contract due to negligence and is grounds for immediate dismissal.

Compensation shall be payable within "5" days of receipt of Contractors invoice for services rendered supported by reasonable documentation. Pay periods end on the 15th and end of month (last day of the month) at midnight. Incentives as provided at the time by Company are to be duly noted and included on the Invoice. Any incentives are discretionary based on demand for resources and the needs of our clients. Trainee and probationary medical transcriptionist are exempt from incentive pay.

HIPPA COMPLIANCE REQUIREMENT:

The following listed HIPPA related documents will be read by the Contractor and the "Training Verification Sheet" provided in this documentation packet will be signed now and once yearly. Copies will be maintained by the Company and the Contractor. Based on this signing the Contractor is aware of all HIPPA requirements related to any and all subcontractors that perform medical transcription services related to the Contractor and Company. The HIPPA documents required are as follows:

- 1) Breaches and Sanctions Business Associate.doc
- 2) Business Associate Agreement.doc
- 3) Computer Security Policy for Subcontractors.doc
- 4) Confidentiality and Control Agreement_EmployeeSubcontractors.doc
- 5) Definition of Subcontractor and Business Associate.doc
- 6) Disaster Recovery Policy for Independent Contractors.doc
- 7) Sample Fax Cover Sheet.doc
- 8) Safe Guarding Protected PHI for Offsite MTs.doc
- 9) Training Policy for Independent Contractors.doc
- 10) Training Verification Sheet for Business AssociatesIC.doc
- 11) Offsite Checklist

EXHIBIT B – Quality of Service

Quality of Service – Quality Assurance (QA) and Turn Around Time (TAT):

As a professional medical transcriptionist, quality of service is undeniably the essential element of your profession. Gulf Coast Transcription of Florida, Inc. randomly performs QA checks on MTs as required by our clients and we are contractually obligated to maintain a standard level of quality of service – 98%. Deficiencies below 98% are not acceptable. The policy enumerated below describes the reasonable expectation of transcription services by our independent contractors for Gulf Coast Transcription of Florida, Inc.. With respect to QA, there is little latitude. With respect to TAT there is some latitude. With respect to total QoS there is no latitude.

- 1) MTs dropping below a QA of 98% will move to probationary status for the next pay cycle. Incentive/bonus pay will not be available until a new QA is performed and the MT meets the 98% level of professionalism.
- 2) MTs moving to an additional pay cycle (30 days since deficient QA) without improvement will drop in line rate 10% each pay cycle (approximately every 15 days). Incentive/bonus pay is unavailable to the MT. If at 90 days QA is still deficient this Independent Contractor Agreement for service will be terminated.
- 3) MTs may be terminated from an account at the clients request since we are contractually obligated by our clients. An MT may be retained on other accounts if QoS is 98%.
- 4) MTs, whether local or out of the client area must meet the TAT for the dictation type and return reports promptly. Failure to recognize for example that an ER or H&P are basically STAT reports and not complete the work as it arrives is negligent and grounds for dismissal unless grave circumstances prevented the transcription of dictations. The MT is responsible for notification of delays. Seasonal demand will affect report TAT. Gulf Coast Transcription of Florida, Inc. TAT is based on the time the MT receives the dictation for transcription.
- 5) Turnaround Times by Report Type:
 - 4 hours or less – Emergency Department, ICU Consultations, Pre-surgery H&P's
 - 6 hours or less – Lee Physician Group Office Notes
 - 12 hours or less – H&P's, Radiology, Mammograms, Nuclear Medicine, Pathology
 - 12 hours or less – Any Consultations (Cardiology, Catheterizations, Tilt Table, Pacemaker, Cardioversion, Holter Monitor, Stress Tests, Non-invasive studies, Echocardiogram, Pulmonary Function Tests, EEG, EMG, Neonatology)
 - 12 hours or less – Operative Notes, Sleep Disorder, Miscellaneous outpatient, Clinic Notes, Speech Pathology.
 - 72 hours or less – Discharge Summary.
 - 24 hours or less – Gctfl physician office accounts
- 6) Reasonable expectation that an MT will work. Full time MTs classification varies throughout the industry but is generally an MT that transcribes 800 – 1200 (65 character including spaces) lines per day.
- 7) Part time and trainee status MTs are expected to transcribe sufficient numbers of reports per pay cycle to become proficient on the account demonstrating a desire to be a member of our team and continually improve skills. If lines are less than 2250 lines or 50 reports per pay cycle, this demonstrates to Gulf Coast Transcription of Florida, Inc. you are not interested in remaining an MT with GCTFL.

- 8) MT performance evaluations will determine increases in compensation for service. Evaluations will be based on quality of work, productivity and initiative, professionalism, loyalty, cooperation, courtesy, and professional certifications.