**AGREEMENT**

This Independent Contractor Agreement [hereinafter “Agreement”], between [Name of Individual], located at [Address], [Town/City], [State], [Zip Code], hereinafter “Contractor”), and Universal Medical Records Services Corp, located at 22 The Cross Road, Cortandt Manor, New York 10567 [hereinafter “Agency’’]

1. It is understood and agreed that Contractor is an Independent Contractor and will receive

a 1099 at the end of the year. Contractor will be responsible for obtaining all Insurance such as Worker’s Compensation and Disability Insurance. Additionally, Contractor will be responsible for pay all taxes including; Social Security, Medicare and any and all Federal and Local State Taxes, etc.

1. Contractor shall defend, indemnify and hold harmless Agency, on behalf of itself, assigns, successors and affiliates and their respective directors, officer, members, Contractors, agents and representatives (collectively “Indemnitees”) from and against any and all third party claims, demands, actions, suits and proceedings, whether civil, criminal or administrative, and all losses, liabilities, damages, costs, fines, penalties, interest and expenses, whether direct or indirect, (including without limitation, settlement costs and any legal, accounting and other expenses for investigation or defending any actions or threatened actions) (collectively “Losses”), which any Indemnitee may suffer or incur resulting from, arising from, or relating to any wrongful or negligent acts or omissions, breach, or willful or intentional misconduct of the Contractor or any of its directors, officers, shareholders, members, managers, Contractors, Staff, agents and/or representatives. The Contractor shall not enter into any settlement that imposes any obligation or liability or fault on Agency with Agency express approval.
2. Notwithstanding anything herein to the contrary, Contractor shall defend, indemnify and hold Indemnitees harmless from any and all liabilities and damages incurred by an Indemnitee or Indemnitees, including, but not limited to, penalties and restitution paid to any payor, including, but not limited to, Transportation Insurance, Medicare or the state Medicaid program, as a result of penalties and restitution paid to any payor, including, but not limited to, Medicare or the state Medicaid program, as a result of any assigned Staff or the Contractor’s owners or management level Contractors: (i) not being properly licensed, qualified and/or certified to provide services; or (ii) having been or being excluded from the Medicare program, the state Medicaid Program, and/or any other federal or state health program.
3. In the event that any investigation and/or litigation is commenced or threatened against Agency, on behalf of itself, assigns, successors and affiliates and their respective directors, officers, members, Contractors, agents and representatives (collectively “Indemnitees”) is entitled to indemnification hereunder, Indemnitees shall be entitled to engage legal counsel of its own choosing at the Contractor’s cost. The Contractor shall be entitled to participate in the response to any investigation and defense of any litigation and defensed of any litigation and maintain the right to approve or disapprove of any settlement thereof.
4. The provisions of this Section (e), and the Contractor’s indemnification obligations shall survive the expiration or termination of the Agreement.
5. The Agency shall have the right to assign this Agreement and have the right to delegate its duties hereunder without the prior written consent of the Contractor. Invalid Provisions: In the event that any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be deemed to continue to be binding upon the parties hereto in the same manner as if the invalid or unenforceable provision were not a part of this Agreement.
6. This Agreement shall not have changed, modified or amended except by a written Agreement signed by the parties hereto, and this Agreement may not be discharged except by performance in accordance with its terms or as otherwise provided herein

The Agency and the Contractor have each duly executed this Agreement as of the date set forth below.

**Agency:**

**Universal Medical Record Services Corp**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**STEVEN CHARLES COHN, M.D.**

**President/CEO**

**Date of Execution:**

**Independent Contractor**

**Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Notary**

**Date of Execution**