THIS CONTRACT (this "Agreement") is made as of the last day a party signs below to be effective for all purposes and in all respects as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Effective Date”) by and between **UNIVERSAL MEDICAL RECORD SERVICES CORP AND/OR ITS AFFILIATES, ASSIGNS, SUBSIDIARIES AND/OR SUCCESSORS** (hereinafter the "Agency") and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, (hereinafter the "Independent Contractor").

***WHEREAS***, the Agency desires to employ the Independent Contractor, a professional practitioner in the practice of **REGISTERED NURSE SUPERVISOR**, referred to herein as an "RNS");

***WHEREAS***, the Independent Contractor desires to act for the Agency in the aforesaid capacity as RNS; and

***WHEREAS***, the Agency and the Independent Contractor desire to set forth in writing the terms and conditions of their agreements and understandings.

***NOW, THEREFORE***, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

**1. CONTRACT.**

Agency represents that Agency is a duly constituted domestic private for-profit Corporation in the state of New York, legally authorized to do business within the jurisdiction as a healthcare staffing business organization.

Independent Contractor represents that Independent Contractor is a qualified nurse duly licensed to practice nursing in the state of New York. Independent Contractor also represents that Independent Contractor is not currently subject to any professional disciplinary proceeding of any state or federal authorities or to any disciplinary action of any healthcare facility in any jurisdiction.

**2. DUTIES AND RESPONSIBILITIES OF THE PARTIES.**

# A. Duties and Responsibilities of the Agency.

# Agency, in employing the Independent Contractor, agrees to perform any and all services generally performed by it in its usual line of business, as necessary to perform the duties contained within this contract, including but not limited to Contract verification, payment of prevailing wage at minimum and over-time pay, providing full-time Contract upon obtainment of U.S. Permanent Residence by the Independent Contractor, among other obligations sanctioned by state and federal laws.

1. Agency shall not relocate Independent Contractor to a location other than the Contracted Healthcare Facility or to a location at which Independent Contractor does not currently provide nursing services without the consent of Independent Contractor and upon filing of necessary documentation with USCIS when warranted under the Immigration and Nationality Act (INA) and other applicable state and federal laws.

# B. Duties and Responsibilities of the Independent Contractor.

1. Independent Contractor in accepting such Contract by the Agency shall undertake and assume the responsibility of performing professional Registered Nurse Supervisor service. Agency shall have the power to determine and control, within reason and within the confines of professional ethics, the specific physical location, and duties to be performed by the Independent Contractor, in accordance with immigration petitions filed for the purpose. Independent Contractor hereby agrees to act in a competent and professional manner in carrying out the duties of his or her Contract and Independent Contractor shall make all nursing-related decisions using his or her best professional judgment. Both the Agency and/or any healthcare facility, at which the Independent Contractor is on duty shall have the power to designate patients to be assigned to the Independent Contractor, and the Independent Contractor shall perform nursing services for said patients. No person other than the Agency and said facility shall have the right to designate, by name and description, the patients for whom Independent Contractor is to perform services and Independent Contractor shall not honor any designation by any other person or organization. Notwithstanding anything to the contrary herein, nothing in this Agreement shall be construed to restrict the Independent Contractor's duties and obligations under applicable law to his or her patients.
2. During the term of this Agreement, the Independent Contractor shall: (a) have and maintain a valid and unrestricted license to practice nursing in the state of New York; and (b) comply with, be controlled and governed by and otherwise provide nurse supervisor services in accordance with all legal requirements, and the ethics and standard of care of the nursing community where the Independent Contractor provides nursing services pursuant to this Agreement.
3. Within seven (7) days of becoming aware, or being notified of, an event reportable to the New York State Board of Nursing, including but not limited to felony conviction, disciplinary action by any licensing authority, or other similar incidents, Independent Contractor shall provide Agency with information regarding such event and shall provide an updated query upon request of Agency.
4. Independent Contractor agrees that Independent Contractor shall be on duty pursuant to this Agreement and/or to the work assignments required by his/her assigned healthcare facility, however, the Agency shall have the power, within reason; to modify the number of shifts/hours worked only after due consultation with the healthcare facility in which case the Independent Contractor’s consent is required.
5. The Independent Contractor agrees to abide by any rules, regulations and any other policies and procedures covering the Independent Contractor established by the Agency or required by the healthcare facility at which the Independent Contractor provides services.
6. The Independent Contractor shall be obligated to obtain required Continuing Professional Education, if any in compliance with New York state licensure requirements, as well as the requirements of the healthcare facility at which the Independent Contractor provides services. Upon request by Agency, Independent Contractor shall provide a copy of the corresponding certificate to the Agency.
7. Notwithstanding anything to the contrary herein, the Independent Contractor agrees to provide the Agency with all information necessary to document Independent Contractor's Contract eligibility and to sign all documents reasonably necessary to document the Contract relationship contemplated herein.

**3. TERM OF CONTRACT AND TERMINATION.**

**A.** **Term of Contract**

Agency shall employ the Independent Contractor and the Independent Contractor agrees to be so employed commencing on the day the Independent Contractor obtains the required professional license together with the issuance the Contract Authorization by the U.S. Citizenship and Immigration Services (USCIS), obtained through the immigration sponsorship by the Agency, and shall continue for a period of FIVE (5)-years AFTER the Independent Contractor becomes a U.S. Permanent Resident

**B. Compensation**

# As a Registered Nurse Supervisor, the Agency agrees to pay and the Independent Contractor agrees to receive \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_dollars per hour on a full-time basis. It is understood that this salary rate was reached based on the professional qualifications of the Independent Contractor in due compliance with the applicable state and federal Contract laws. Any increase in said salary can be achieved only upon mutual consent by the Agency and the Independent Contractor.

**C. Worksite Location**

The Agency and the Independent Contractor agree that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is the location originally stated in the immigration petition filed for this purpose for which the Independent Contractor will render his or her professional Registered Nurse Supervisor services for the duration of the term of this agreement. It is understood that should any change of worksite location be contemplated in the future, mutual consent by the parties is required and necessary documentation be filed accordingly with any state or federal Governments for due compliance.

**D**. **Termination of Contract**

The Agency and Independent Contractor hereby agree that during the term of this Agreement, and any extensions hereof, this Agreement and the Contract of the Independent Contractor may be terminated and the Independent Contractor's compensation shall be measured to the date of such termination:

1. for cause by either party with 90 days notice;
2. immediately by mutual consent of both parties; or
3. immediately by the Agency providing written notice to the Independent Contractor upon the

occurrence of any of the following events:

1. Suspension, revocation, cancellation or limitation of Independent Contractor's right to practice in state of New York whether because of loss of Independent Contractor's license or any other lawful reason.
2. Revocation, in whole or in part of Independent Contractor's nursing privileges as extended to him/her by the appropriate authorities of any healthcare facility as in the case of Registered Nurse Supervisor at which the Agency has staffing relationship.
3. Failure or refusal by the Independent Contractor to perform diligently his or her duties under this Agreement or to comply with the rules, regulations or other policies established by the Agency or the appropriate authorities of any healthcare facility at which Independent Contractor provides services; provided, however, prior to terminating Independent Contractor under this subsection, Agency shall provide notice to Independent Contractor of the failure or refusal on which termination is to be based with reasonable specificity and provide a 30 day cure period for the failure to refusal.
4. Conviction of the Independent Contractor of any felonious crime in any federal or state jurisdiction of the United States of America.
5. Unprofessional, unethical, or fraudulent conduct by the Independent Contractor or through a non-appealable finding by any professional society or governmental agency of such conduct.
6. Proof of Independent Contractor's dishonesty with respect to his or her duties and obligations to the business and affairs of the Agency. If Agency shall believe Independent Contractor to be guilty of the foregoing and pending the establishment of proof of the same, the Agency may place Independent Contractor on leave of absence with or without pay, at Agency's sole discretion until the resolution of such matter.
7. Termination for whatever reason of Agency's contract to provide nursing or nursing related services at the healthcare facility where the Independent Contractor is working.
8. In the event, due to circumstances beyond Independent Contractor's control, Independent Contractor shall be unable to perform his or her duties under this Agreement for any extended period covered by this Agreement.
9. In the event that the appropriate authorities at a healthcare facility at which Independent Contractor is providing services, request that Independent Contractor no longer provide such service at said healthcare facility.
10. Independent Contractor’s material misrepresentation or omission of information provided pursuant to the applicable process for Contract by the Agency.
11. Failure to notify Agency of the Independent Contractor being named in a lawsuit or having a lawsuit filed against the Independent Contractor in connection with professional nursing services provided by Independent Contractor.
12. Failure to maintain nursing license in the state of New York.

**(iv)** In addition, this Agreement shall be automatically terminated should the Agency be declared by a Court of competent jurisdiction to be bankrupt under the Federal Bankruptcy Act or shall be determined to be insolvent under the insolvency laws of the state of New York.

**4. COVENANTS NOT TO COMPETE, NON-INTERFERENCE, UNFAIR BUSINESS PRACTICE.**

1. **Independent Contractor acknowledges that:**
2. Agency provides Registered Nurse Supervisor services at the healthcare facility, at which the Independent Contractor shall provide services; and
3. Agency has, by expending considerable effort and funds, placed Independent Contractor in a position in which Independent Contractor can establish personal relationships with the healthcare facility’s personnel, and as a result exert influence on said healthcare facility’s choice of future providers of Registered Nurse Supervisor or nursing related services; and
4. Were it not for Agency placing Independent Contractor in this position, Independent Contractor would be required to expend his or her own time and money to develop a similar relationship with the healthcare facility;
5. During Independent Contractor’s association with Agency, Independent Contractor has been and will continue to be brought into contact with Agency’s confidential methods of operation and trade secrets, including know-how, data and other information about Agency’s operations and business of a confidential nature; and that such information gives to the relationship a special and unique value.
6. The Independent Contractor understands and agrees that, through the Independent Contractor’s association and relationship with the Agency as one of its Registered Nurse Supervisor Independent Contractors, the Independent Contractor has had, and shall continue to have, access to, and has acquired, and shall continue to acquire, a considerable amount of confidential and proprietary information, knowledge, and experience with respect to the Agency’s relationships with the personnel of the healthcare facility and the Agency’s Independent Contractors, contractors and referral sources, and has established, and shall continue to establish, personal relationships with the personnel of the healthcare facility and Agency’s Independent Contractors, contractors and referral sources; that but for the Independent Contractor’s association with the Agency as one of its nurse supervisor Independent Contractors, the Independent Contractor would not have had, or continued to have, access to, or have acquired, or continued to acquire, any of the confidential and proprietary information, knowledge, and experience with respect to, the Agency’s relationships with the healthcare facility or the Agency’s practice, Independent Contractors, contractors or referral sources, and would not have established, or continued to establish, personal relationships with the personnel of the healthcare facility or the Agency’s Independent Contractors, contractors or referral sources; that the Agency’s relationships with the healthcare facility and their personnel as well as Agency’s relationship with its Independent Contractors, contractors and referral sources are an integral part of the Agency’s practice; that the information and knowledge with respect to the Agency’s practice, its relationships with the healthcare facility and their personnel as well as Agency’ relationships with its Independent Contractors, contractors and referral sources are extremely confidential and constitute valuable, unique, and special property of the Agency; that it is extremely important for the Agency to use its maximum efforts to prevent the loss of such relationships or any such confidential, valuable, special, and unique information, knowledge, or property with respect thereto; and that it would be extremely detrimental and result in irreparable injury to the Agency and its goodwill if disclosed or used by the Independent Contractor to compete with the Agency.
7. The Independent Contractor therefore understands and agrees that, because of the nature of the Agency’s practice, it is reasonable and necessary to afford fair protection to the Agency from (a) such disclosures, uses, or loss of any such confidential, valuable, specialized, and unique information, knowledge, or property during and subsequent to the term of Contract under this Agreement at any time and (b) competition during and subsequent to the Contract Term for a limited period of time and with respect to a limited geographic area, as hereinafter provided.

**B.** **Covenant Not to Compete.** The Independent Contractor hereby covenants and agrees that for the total duration of the Independent Contractor's Contract with Agency, the Independent Contractor shall not, except in connection with the performance of the Independent Contractor’s duties hereunder, participate or engage, directly or indirectly, on behalf of the Independent Contractor, or on behalf of or in concert with any other person or entity, in any capacity whatsoever, whether as a proprietorship, partner, joint venture, investor, member, shareholder, director, officer, Independent Contractor, consultant, independent contractor, administrator, manager, agent, or otherwise, in any aspect of, or any business involving, the practice of nursing as a nurse supervisor or other nursing-related occupation. Furthermore, for twelve (12) months after the termination or expiration of this Agreement or the Independent Contractor’s Contract with the Agency hereunder for any reason, Independent Contractor shall not participate or engage, directly or indirectly, on behalf of the Independent Contractor, or on behalf of or in concert with any other person or entity, in any capacity whatsoever, whether as a proprietorship, partner, joint venture, investor, member, shareholder, director, officer, Independent Contractor, consultant, independent contractor, administrator, manager, agent, or otherwise, in any aspect of, or any business involving, the practice of nursing as a nurse supervisor or other nursing-related occupation with the healthcare facility, within 10 miles of the healthcare facility where the Agency provides nurse supervisor or other related nursing occupations, (the "Restricted Territory"). Provided, however, that the Independent Contractor’s ownership of less than a one percent (1%) interest in a publicly held entity solely for investment purposes shall not, by itself, be deemed to constitute a breach of this Section. Accordingly, the Independent Contractor agrees that during the term of this Agreement and for a period of twelve (12) months after its termination, Independent Contractor will not in any manner other than pursuant to a written agreement with Agency, directly or indirectly (including without limitation, as an Independent Contractor or contractor of the healthcare facility) as an Independent Contractor or contractor of an individual or entity which contracts with the healthcare facility to provide nurse supervisor or other related nursing occupations), provide or solicit to provide, services at the healthcare facility, nor will Independent Contractor persuade or attempt to persuade the healthcare facility, to terminate its relationship with Agency. It is the intention of the parties to restrict the activities of Independent Contractor in a manner which reasonably protects the legitimate business interests of Agency; recognizing that during the twelve (12) month period of this restriction, the healthcare facility, if having terminated their arrangement with Agency, may choose to resume their relationship with Agency or its affiliates or subsidiaries.

**C.** **Covenant Not to Disclose Proprietary Information.**  The Independent Contractor further covenants and agrees that the Independent Contractor shall not (except as required by law, in connection with the performance of the Independent Contractor’s duties hereunder, or with the prior written consent of the Agency) at any time during or following the termination or expiration of this Agreement or the Independent Contractor’s Contract with the Agency hereunder for any reason whatsoever, directly or indirectly, disclose, divulge, reveal, report, publish, transfer, or use, for any purpose whatsoever, "Proprietary Information" (as hereinafter defined); provided, however, the Independent Contractor shall be entitled to disclose such Proprietary Information to the Independent Contractor’s attorneys, accountants, or financial advisors who have a "need to know" such information in their capacities as advisors to the Independent Contractor; and further provided, the Independent Contractor shall be responsible for any breach of this Section by any such attorney, accountant, or financial advisor. The Independent Contractor further covenants and agrees not to remove any "Proprietary Information" from the premises of the Agency and to promptly return any "Proprietary Information" to the Agency that the Independent Contractor may at any time discover to be in the Independent Contractor’s possession. For purposes of this Agreement, "Proprietary Information" shall mean any information or materials that the Independent Contractor has obtained or that has been disclosed to the Independent Contractor, whether intentionally or unintentionally, as a result of the Independent Contractor’s association and relationship with the Agency as one of its Independent Contractors, relating to the Agency or its practice, its relationship with the healthcare facility, its Independent Contractors, its contractors or its referral sources, regardless of whether any such information is marked as confidential or proprietary, and regardless of its medium, including, without limitation, (a) the name of, or any list or lists which identify, the healthcare facility or Agency’s Independent Contractors, contractors or referral sources; (b) any forms, agreements, or documents developed by or for the Agency; (c) the business plans or objectives of the Agency; (d) any financial or management procedures of the Agency; (e) any trade secrets of the Agency; (f) any nursing procedures developed by any officer, director, shareholder, Independent Contractor, member, consultant, or agent of the Agency; (g) any databases, computer programs, computer printouts, files, records, documents, or other papers, information, or materials concerning the Agency’s business or financial affairs or the Agency’s practice, its relationship with the healthcare facility, its Independent Contractors, its contractors or its referral sources; (h) any other information not generally known that is disclosed to the Independent Contractor or known by the Independent Contractor as a consequence of the Independent Contractor’s association and relationship with the Agency as one of its Independent Contractors; and (i) any other information or materials related to any of the foregoing. Proprietary Information shall not, however, for purposes of this Agreement, include any information that is or becomes publicly available information through no fault or act of the Independent Contractor.

**D.** **Covenant Not to Hire Independent Contractors or Contractors.** The Independent Contractor further covenants and agrees that, for the period commencing with the date hereof and ending twelve (12) months after the Effective Date of Termination for any reason whatsoever, the Independent Contractor shall not, except in connection with the performance of the Independent Contractor’s duties hereunder, directly or indirectly, whether for or on behalf of the Independent Contractor or any other person or entity, hire or engage, or attempt to hire or engage, any individual who shall have been an Independent Contractor or contractor of the Agency at any time during the one (1) year period immediately preceding the Independent Contractor’s Effective Date of Termination of Contract with the Agency.

**E.**   **Covenant Not to Solicit Referral Sources.** The Independent Contractor further covenants and agrees that, for the period commencing with the date hereof and ending twelve (12) months after the Independent Contractor's Effective Date of Termination for any reason whatsoever, the Independent Contractor shall not, except in connection with the performance of the Independent Contractor's duties hereunder, directly or indirectly, whether for or on behalf of the Independent Contractor or any other person, contact or solicit any referral source for patients of the Agency for the purpose of obtaining referrals of patients to any individual or entity other than Agency.

**F.**  **Remedies.** The Independent Contractor acknowledges that the restrictive covenants set forth above are reasonable and necessary protections of the legitimate interests of the Agency; that any violation of these restrictive covenants would cause substantial injury and irreparable harm to the Agency and its goodwill; that it is extremely difficult, if not impossible, to ascertain with certainty the actual damages that would result to the Agency in the event of a breach or threatened breach by the Independent Contractor of any of the restrictive covenants contained herein; and that the Agency would not have entered into this Agreement without receiving the Independent Contractor’s additional consideration in binding the Independent Contractor to these restrictive covenants. Accordingly, in the event of any violation of these restrictions, the Agency shall be entitled to preliminary and permanent injunctive relief, in addition to any other remedy, including attorney’s fees, paralegal fees, and costs of enforcement incurred by the Agency in any litigation to enforce same.

**G.**  **Construction.** If the Independent Contractor violates any restrictive covenant set forth above and the Agency brings an action for injunctive or other relief, the Agency shall not, as a result of the time involved in obtaining the relief, be deprived of the benefit of the full period of the restrictive covenant. Accordingly, such restrictive covenant shall be deemed to have the duration herein computed from the date the relief is granted, but reduced by the time between the period when the restrictive covenant began to run and the date of the first violation of the restrictive covenant by the Independent Contractor. If any court shall determine that the duration or geographical limit of any restrictive covenant contained herein is unenforceable, it is the intention of the parties hereto that such restrictive covenant shall not thereby be terminated, but shall be deemed amended to the extent required to render it valid and enforceable, such amendment to apply only with respect to the operation of same in the jurisdiction of the court that has made the adjudication. The failure of the Agency to enforce any provision or provisions herein shall not in any way be construed to be a waiver of any such provision or provisions, nor prevent the Agency from thereafter enforcing each and every other provision set forth above. The provisions shall survive the termination of this Agreement.

**H.** **Reasonableness of Restrictions and Remedies.** THE INDEPENDENT CONTRACTOR HAS CAREFULLY READ AND CONSIDERED THE PROVISIONS SET FORTH ABOVE AND, HAVING DONE SO, AGREES THAT THE RESTRICTIVE COVENANTS SET FORTH HEREIN AND THE REMEDIES AFFORDED THE AGENCY HEREUNDER ARE FAIR AND REASONABLE AND ARE REASONABLY REQUIRED FOR THE PROTECTION OF THE LEGITIMATE INTERESTS OF THE AGENCY AND ITS GOODWILL. THE INDEPENDENT CONTRACTOR FURTHER AGREES THAT THE RESTRICTIVE COVENANTS SHALL NOT UNDULY IMPAIR THE INDEPENDENT CONTRACTOR’S ABILITY TO SECURE CONTRACT WITHIN THE FIELD OR FIELDS OF HIS/HER CHOICE INCLUDING, WITHOUT LIMITATION, THOSE AREAS IN WHICH THE INDEPENDENT CONTRACTOR IS, IS TO BE, OR HAS BEEN EMPLOYED BY THE AGENCY. THE AGENCY FURTHER AGREES THAT IF A TEMPORARY RESTRAINING ORDER, PRELIMINARY INJUNCTION, OR PERMANENT INJUNCTION IS GRANTED IN ORDER TO PREVENT OR RESTRAIN ANY BREACH OF A RESTRICTIVE COVENANT SET FORTH HEREIN BY THE INDEPENDENT CONTRACTOR OR BY ANY OTHER PERSONS OR ENTITIES DIRECTLY OR INDIRECTLY ACTING FOR, ON BEHALF OF, OR WITH THE INDEPENDENT CONTRACTOR, THAT SUCH TEMPORARY RESTRAINING ORDER, PRELIMINARY INJUNCTION, OR PERMANENT INJUNCTION SHALL NOT ADVERSELY AFFECT THE PUBLIC HEALTH, SAFETY, OR WELFARE OF THE COMMUNITY COVERED BY THE RESTRICTIVE COVENANT.

**I.** **Independent Nature of Restrictions and Survival.** The foregoing covenants set forth above shall (i) be construed as agreements and covenants separate, independent and mutually exclusive of any other provision of this Agreement, (ii) be binding upon, and inure to the benefit of Agency, its successors and assigns, and (iii) survive the termination, expiration or other cessation of this Agreement or of Independent Contractor's Contract with Agency. The existence of any claim or cause of action of Independent Contractor against Agency, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Agency of the agreements and covenants contained herein.

**5.**  **ASSIGNABILITY.** Neither this Agreement nor any right or interest hereunder shall be assignable by the Independent Contractor, his or her beneficiaries, or legal representatives without the Agency's prior written consent; provided, however, that nothing herein shall preclude (i) the Independent Contractor from designating a beneficiary to receive any benefit payable hereunder upon his or her death, (ii) the executors, administrators, or other legal representative of the Independent Contractor or his or her estate from assigning any rights hereunder to the person or persons entitled thereunto, (iii) the assignment by the Agency of the compensation owed to the Independent Contractor hereunder to a garnishee upon the receipt of a garnishment order of any local, state, or federal authority received by the Agency, or (iv) the assignment by the Agency of its rights and obligations under this Agreement.

**6.**  **AMENDMENT.** No amendment or modification of this Agreement shall be effective unless or until executed in writing by the parties hereto.

**7.** **WAIVER OF BREACH.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver or breach of any other provision or any subsequent breach by any party.

**8. TERMINATION DUE TO LEGISLATIVE OR ADMINISTRATIVE CHANGE**  In the event that there are changes in the current federal or state laws or regulations, the Agency may immediately terminate this Agreement by providing appropriate notice to the Independent Contractor.

**9. GOVERNING LAW.** This Agreement, the rights and obligations of the parties hereto, and any

claims or disputes relating thereto, shall be exclusively governed by and construed in accordance with the laws of the State of New York. Venue for any dispute under this Agreement shall exclusively be in the state courts of competent jurisdiction sitting in New York State.

**10. COSTS OF ENFORCEMENT.** If either party incurs any attorney's fees or costs in any action at law or equity, which is brought to enforce or to interpret the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and disbursements in addition to any other relief to which such party may be found entitled by a court of competent jurisdiction.

**11. SEVERABILITY.** If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such provision nor the validity of any other provision of this Agreement shall in any way be affected thereby.

**12. COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement, it being understood that all of the Parties need not sign the same counterpart. In the execution of this Agreement, facsimile or scanned and e-mailed manual signatures shall be fully effective for all purposes.

**13. GENDER.** Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine and feminine.

**14. ENTIRE AGREEMENT.** This agreement and any exhibits or attachments to this Agreement together constitute the entire agreement and understanding by and between the Agency and the Independent Contractor with respect to the Contract herein referred to, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound.

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

**AGENCY:**

**Universal Medical Record Services Corp**

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

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

**President/CEO**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**INDEPENDENT CONTRACTOR NAME**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**