



"OUR DOCTORS ARE HERE FOR YOU"

SERVICE AGREEMENT

This **SERVICE AGREEMENT** is entered into by and between **WELL-KEY HEALTH, PLLC (hereinafter referred to as "OHS")** and _____ (**hereinafter referred to as "the Client"**). In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree and covenant as follows:

I. STATEMENT OF WORK:

OHS shall provide **Medical Dispensary Services** for the employees of **the Client**; cost associated with each service will be billed in accordance with **the Client's** protocol; costs are subject to change based on number of individuals scheduled or combining services.

A. **Occupational Health Services' fees are all agreed upon prior to protocol setup.**

B. **Treat all non-emergency work related illness/injuries – Workers' Compensation**

- To include the initial and follow up treatment of any non-emergency employee illness/injuries. Treatment to include a medical assessment by OHS clinical staff. OHS will provide any necessary referrals and follow the care plan throughout treatment with a Return to Work Evaluation.
- Drug Test will be performed per **the Client's** protocol.

II. GENERAL PROVISIONS:

A. **Licensure Requirements:** **OHS** declares at present, and during the terms of this agreement, it shall maintain proper licensure and certification requirements for all medical staff as dictated under the laws of the State of Tennessee.

B. **Insurance:** **OHS** declares at present, and during the terms of this agreement, it shall maintain medical malpractice insurance for the entity and all of its healthcare practitioners a policy of not less than \$1 million/\$3 million. In addition, **OHS** will provide general liability and workers' compensation coverage.

C. **Tax Responsibilities:** **OHS** declares at present, and during the terms of this agreement, it shall follow all city, county, state, and federal tax regulations for its entity and its employees.

D. **Performance of Services:** All services provided by **OHS** will be directed by the sole policies and procedures of **OHS**. **OHS** will solely direct the provision of care and necessary staffing to provide services as described under Section I. The **Client** will provide assistance in direction through the assuring policies and procedures for services provided through outsourcing of the Medical Dispensary duties to maintain continuity of service for employees of **the Client**. **These services will be paid in full within the date specified on each claim and/or invoice.**

E. **Indemnification:** **OHS** agrees to indemnify, defend, and hold harmless **the Client**, its elected officials, employees and agents from any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorney's fees and expenses) imposed upon or incurred by or asserted against **the Client** by reason of injury to any person arising out of **OHS's** performance of services; unless such action, suit or proceeding arises out of the sole or part negligence of **the Client**.



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F. **Statement of Ethics:** OHS declares at present that it has not knowingly violated any city, county, state or federal laws through its provision of healthcare services. OHS further declares that it is not presently, nor has it ever been, under investigation of any criminal or civil violations of the laws of the Client, the County of Sevier, the State of Tennessee, or the federal jurisdiction of the United States. OHS firmly declares that during the terms of this agreement that it will adhere to all laws under these jurisdictions.

G. **Notice:** Any notice required to be served upon the parties shall be sent to:
The Client: OHS:
Name: Karen Rothwell
Company Name: Dir. Communications & Compliance
Address: Well-Key Health
PO Box 6430
Sevierville, TN 37864
Phone: 865-428-2773

H. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties. There are no representations, oral or otherwise, other than those set forth herein. No modification of this Agreement shall be binding unless both parties have agreed to and signed said modification in writing.

III. TERMS and TERMINATION:

- A. Both parties will agree upon start date. However, OHS is willing to start effective immediately.
B. Terms of Pricing and Payment as described within. Pricing adjustments may be made with thirty (30) day notice.
C. By either party, each reserves the right to cancel and /or terminate any resulting contract, with or without cause, upon thirty (30) days written notice to the other party prior to ending the terms of the finalized contract.
D. Invoices and/or fees not paid by the specified date will be subject to additional fees and forwarding to a Collection Agency.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, acknowledging that a scan of this agreement is as effective as the original.

Well-Key Health

By: Printed Name: Karen Rothwell
Title: Dir. of Comm. & Compliance Date:

The Client

By: Printed Name:
Title: Date: