

## SERVICE AGREEMENT FOR MEDICAL TRANSCRIPTION SERVICES

This Agreement, dated \_\_\_\_\_, is entered into by \_\_\_\_\_, ("Client") whose principal place of business is located at: \_\_\_\_\_, and **Representative of 24x7 Medical Record Support, LLC**. ("MRS"), a Connecticut based company with its principal place of business at: 36 Mill Plain Road, Suite 411, Danbury, CT 06811. The terms of the Agreement are as follows:

1. **ENGAGEMENT AND DUTIES:** The client uses MRS portal and associated services for Medical Transcription. MRS and Client agree to perform such duties as stated in the term of this Agreement.

2. **TERMS OF AGREEMENT:** Subject to the provisions for termination contained in Paragraph 3, Client and MRS agree to the following and this agreement is valid for a period of ONE year unless it is renewed.

- a) MRS will create an administrator ID and grant access to its portal through User Identification and Password. MRS will also create individual Ids and Passwords to designated Doctors and administrators. However protecting user ID and Password is the responsibility of individual users.
- b) Client agrees to upload medical transcription voice files in a WAV, MP3 or MSV file formats.
- c) When requested by Client, MRS will provide digital voice recorders and accessories to produce suitable voice files. Client will choose the model and send the payment for required number of units.
- d) MRS shall ensure that the said portal is functioning at a desired level of efficiency and client and its users can upload voice files, download text files and track the status of each file.
- e) MRS shall ensure complete confidentiality via VeriSign digital certificate.
- f) Client may optionally provide MRS with pre-defined formats. When supplied, MRS will use associated formats for transcription. If no format is specified MRS will deliver transcription in plain text format.
- g) **Quality:** MRS shall redo any or all transcribed files that are rated as unsatisfactory by Client for having more than FIVE errors at no extra cost.
- h) **Backup strategy:** Both voice and text files will be available in the portal for 15 days. Thereafter MRS shall keep the backup of voice and text files for 45 days offline. It is client's responsibility to download text files within the time frame and store it for future use.
- i) **Rate:** Client agrees to pay a rate specified in Schedule A. A line is defined as 65 characters including spaces and hard returns.
- j) **Invoice:** MRS shall submit an invoice to Client every 15 days for the work performed. MRS will provide access to view all invoices submitted and the due dates for payment.
- k) **Payment:** Client shall ensure payment of all invoices within 30 days from the date of invoice. Payment for undisputed charges not received within 30 days of the date of Invoice shall bear interest at the lesser of:  
(a) 18% per annum until the date such payment is received, or (b) the maximum rate allowed by law.

3. **TERMINATION:** If either party breaches or fails to comply with a material provision, condition, representation, warranty or covenant set forth herein, the other party shall have the right to terminate this agreement upon 30 days written notice specifying the nature of breach or failure; provided, that this Agreement shall not terminate if such breach or failure to comply is cured within such notice period; or if not curable within such time, if the breaching party has commenced action to cure the breach and is diligently pursuing the same. Such cure period shall not apply to the party's right to terminate this Agreement. Each Party may terminate this Agreement by written notice to the other party upon filing by or against such other party of, or the entry of an order for relief against such other party of, or the entry of an order for relief against such party in, any voluntary or involuntary proceeding under any bankruptcy, insolvency, reorganization, or receivership law, including, but not limited to, the Bankruptcy code or an admission seeking relief as therein allowed, which filing or order shall not have been vacated within 60 days from the entry thereof. In the event of any termination or cancellation of this agreement by client (other than in the manner set forth in Section 2 hereof, or due to a material breach by MRS as set forth above in this section 3 or as set forth in Schedule A), in addition to any other rights and remedies MRS may have, Client shall pay an amount equal to the 50% of the average monthly billing for each month for the remainder of the then current term. The exercise of any right of termination under this section 3 shall be without prejudice to any other legal or equitable remedies to which the terminating party may be entitled by reason of such right.

4. **COVENANTS OF CONFIDENTIALITY AND NON-COMPETITION:** As part of the consideration for compensation under this Agreement, MRS and the Client agree to the following covenants:

- a. While engaged by the Client and at any time thereafter, regardless of the reason for termination, and until such time as such information shall be published or generally disclosed, MRS and its representatives shall not disclose to anyone any confidential information of the Client, without the written consent of an executive officer of the Client.
- b. On termination of using MRS's service by the Client, regardless of the reason for termination, Client/hospital shall promptly deliver the voice recorder(s) and its accessories, which belong to MRS, if the costs are not fully adjusted.
- c. On termination, regardless of the reason for termination, MRS shall agree to keep the voice and text files as per the terms of the backup strategy and destroy all the files thereafter and MRS holds no responsibility for such files.
- d. Should MRS or the Client breach any of the above covenants, the injured party shall have the right to immediately terminate this Agreement and/or seek legal and/or equitable relief, including injunctive relief. It is the intention of the parties that if any court construes any of these covenants or any portion thereof to be illegal, void, or unenforceable because of its duration or scope, such court shall reduce the duration or scope of the covenant or provision, and in its reduced form, the covenant or provision shall be enforceable and enforced.

5. **INDEPENDENT CONTRACTOR:** Nothing contained in the Agreement shall be construed to imply a joint venture, partnership, or principal-agent relationship between the parties; and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, expressed or implied, on behalf of or for the use of any other parties.

6. **ASSIGNMENT OF AGREEMENT:** Neither party shall assign this Agreement or the rights, benefits, interest, or duties created thereunder without the other's written consent. Any attempted assignment, transfer, or pledge of this Agreement by either party without such prior written consent by the other party shall be null, void, and without effect.

7. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity of enforceability of any other provision.

8. **GOVERNING LAW AND FORUM DISPUTES:** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. All disputes arising hereunder shall be venued in the courts of Fairfield County, Connecticut, and both the Client and MRS agree to submit to the personal jurisdiction of those courts.

9. **ENFORCEMENT OF AGREEMENT:** The failure of either party at anytime to enforce any provision of the Agreement or to require performance by the other party shall not constitute a waiver of such provision of affect either the validity of this Agreement of either party's subsequent right to enforce it.

10. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties with respect to MRS's engagement, except for such agreements as may be expressed or implied in any statements of general policy issued by MRS. In the event of inconsistency or conflict between this agreement such statement of policy, this agreement shall control. No modification, amendment, or waiver of any of the provisions of the Agreement shall be effective unless it is in writing and signed by both parties.

**MRS:**  
Rep. Of 24x7 Medical Record Support, LLC.

**CLIENT:**  
\_\_\_\_\_

**Signature:**

**Signature:**

**Name:**

**Name:**

**Title:**

**Title:**

**Date:**

**Date:**

## Schedule A

**MRS and Client agree to the following terms:**

**Services:**

**Priority** : 6 to 12 hours  
**Regular** : 12 to 24 hours (base rate)

**1-800 service** : Use from any telephone (select regular or priority)

**Rate** : Will be calculated by your representative based on the way you plan to use the service. There is a base service charge and additional charges added if you use priority or 1-800 service.

**Quality:** Rating will be based on the following criteria. An error is defined as a misspelled word or a wrong format.

Very Good - No errors found in the document  
Good - Found one or two errors in the document.  
Satisfactory - Found up to three errors per page or total of five errors in the document.  
Unsatisfactory - Found over five errors in the document.

**Configuration of the Computer and Internet connection:**

Computer must have a minimum of 64MB RAM with WIN 95/98 or Win 2000 along with Internet Explorer (IE) 5.0 or higher. **High Speed connection like DSL or T1 will give faster response to upload files.**

**Free Trial:**

MRS will do first 5 transcriptions free of charge and Client agrees to provide the feedback when the software prompts to do so. This will enable MRS to make the account from "Trial" to "Live". Client can continue to use part of free trial and MRS will ensure 5 free transcriptions are not billed to Client.

**MRS:**  
**Rep. Of 24x7 Medical Record Support, LLC.**

**CLIENT:**  
\_\_\_\_\_

**Signature:**

**Signature:**

**Name:**

**Name:**

**Title:**

**Title:**

**Date:**

**Date:**