

Naperville, Illinois. United States. 3075, Book Road Ste, 103, #9134 Jodyreed@physiciancare.net https://efficiencyapp.org/ Jody William Reed

Branding Name: Physician Care

# Contract for Provision of Service for a Specific Time with Independent collaborator.

By this Private Instrument of Contract : Independent collaborator : Sinalo Wellem			
Documentation number 9503020726083 Phone Number 0731221798			
35779 Dada Street, Harare, Khayelitsha,7784 Country South Africa			
where you receive all necessary correspondence, documentation or notification here called <u>"collaborator"</u>			
or <u>Independent collaborator</u> ." and; <u>Jody Reed SC – Physician Care</u> , with professional office: Naperville, Illinois. United States, referred to as " <u>Physician Care</u> " sign the present service provision contract for a fixed period.  This contract is intended to define, ensure and safeguard the working relationship between the two parties with the utmost secrecy.			
Practice area and temporary position offered to the Independent collaborator_Technician in Transcription			
Responsible Supervisor Sinalo Wellem			

- 1. Beginning, validity, termination and contract renewal.
- 2. The rights and obligations of the parties
- 3. Financial Provisions.
- 4. Holidays, recess and Weekly rest.
- 5. Confidentiality, use of apps and social networking
- 6. Intellectual Property Right.
- 7. Final Considerations.

- 1. Beginning, validity, termination and contract renewal.
  - 1.1. In effect, this contract starts on the date : 01 January 2021
  - 1.2 The job description and specifications, will be attached in addendum number one of this contract
  - 1.3. The Physician Care may define an internship period (60 days) to assess the skills and performance of the collaborating company, after this period the contractor will decide whether the contract will be executed. The internship period will start and ends in X
  - 1.4. This contract is valid for 6 months from the date of signature, and can be renewed for up to 6 months.
  - 1.5. The renewal must be defined and attached to this contract by means of an addendum, the renewal must include: The date, the parties' signature and the specifications of the service to be performed.
  - 1.6. This contract may be terminated by both parties at any time, without the need to pay a fine. In case of termination by Physician Care, the company will pay the still unpaid period worked.
  - 1.7 In case of termination, the **Independent collaborator** will receive a letter that can be delivered by the legal representative or via email, informing the end date of this contract. The letter must be signed and sent to the contractor, via legal representative or email.
  - 1.7.1 If the **Independent collaborator** wanted to terminate this contract, it must send an email or a letter, with at least 10 days of advance.
  - 1.7.2. If the service provided by the **Independent collaborator** is considered complex he must provide adequate training to a substitute before finalizing his/her activities.
  - 1.8 Physician care is only responsible for the contractual relationship between the two parts that sign this contract.
    - 2. The rights and obligations of the parties
  - 2.1. Physician Care, Rights and Obligations:
  - 2.1.1 PHYSICIAN CARE undertakes to remunerate the **Independent collaborator** in a timely manner for its services, as stipulated in clause 3.1.
  - 2.1.2 PHYSICIAN CARE is committed to providing the technical support, training and information necessary for the **Independent collaborator** to perform the designated "tasks" in a satisfactory manner.
  - 2.1.3 PHYSICIAN CARE, will designate which services the **Independent collaborator** must provide, the service specifications will be defined according to the manual offered by Physician Care "Service Specifications".
  - 2.1.4. Failure to provide advice and assistance, which creates a conflict of interest or financial loss, will authorize Physician Care to terminate this contract immediately.

- 2.1.5 Physician Care may annually submit all contracts to a performance evaluation, which will be scheduled at least 10 days in advance.
- 2.2. Independent collaborator Rights and Obligations.

## The **Independent collaborator** undertakes:

- 2.2.1. To perform its work always with care, commitment, zeal and secrecy in order to safeguard the interests of Physician Care and its associates.
- 2.2.2. To dedicate the necessary time to the provision of services and not to engage in any other activities that prevent you from exercising your work with the necessary excellence.
- 2.2.3. The **Independent collaborator** may not engage in any type of illegal activity. Involvement in any activity considered illegal, authorizes Physician Care to immediately terminate this contract.
- 2.2.4. To ensure that the services are performed according to the terms and specifications stipulated by Physician Care.
- 2.2.5. The **Independent collaborator** understands and agrees that the nature of the relationship between the parties is a fixed-term contract / independent consultancy .
- 2.2.6. Inform to the company's legal representative immediately in case of technical problems or any other that it considers to be essential for the performance of its services.
- 2.2.7. The **Independent collaborator** understands and agrees that because he is not an employee for Physician Care, he is not qualified to receive: profit sharing, exclusive employee benefits.
  - 2.2.7.1 The Independent collaborator understands and agrees, that it has no rights or financial participation in the appointment or maintenance of clients or providers whether new or old.
- 2.2.8. The **Independent collaborator** understands that he will not be able to enter into, sign, conclude or consult any service, commitment, obligation or task on behalf of <u>Physician Care without the express written authorization of the CEO or director responsible for the company.</u>
- 2.2.9. Disclosure of any information about this contract to unauthorized persons is strictly prohibited. In case of non-compliance with the obligations described, the **Independent collaborator** may be subject to the termination of this contract and possible legal sanctions.
- 2.2.10 If necessary, Physician care will assist Independent collaborator the necessary equipment to carry out the necessary tasks, however at the end of this contract all equipment must be returned.
- 2.2.11. In case of non-return, breakage or destruction of the equipment, the physician care may withhold payment to remedy the loss or take the appropriate legal actions.

- 2.2.12. A list of equipment received must be sent via email. Failure to send this list will be the responsibility of the **Independent collaborator**. In case of computers, the IP number, model and general descriptions of the machine must be sent.
- 2.2.13. If the parties agree, the equipment may be purchased by the **Independent collaborator** at the end of this contract.
- 2.2.14 The collaborator understands that he must follow the instructions given by the CEO of the company, who will communicate with the supervisor of each department. In case of doubt, errors or differences, the **Independent collaborator** must immediately inform his supervisor.
- 2.2.14.1 The instructions provided by the CEO of this company will be prioritized.
- 2.2.15. A supervisor will be assigned to monitor, guide and train the **Independent collaborator** 
  - 3. Financial Provisions.
- 3.1. In compensation for the professional services now agreed upon, Physician Care will pay the **Independent collaborator** the following amounts: R8200 monthly maintenance, in the amount to be paid on the last day of each month, starting on 26 January 2021
- 3.1.2. In case of superior receipt, the Independent collaborator must inform his supervisor or CEO of that company, under penalty of misappropriation.
- 3.2. Payments can be made by bank transfer to the **Independent collaborator** account, Money transfer service (Paypal and others).
- 3.3. Fees referring to bank transfers will be borne by Physician Care.
- 3.4. In case of travel related to the company's business, expenses related to tickets, hotel and food will be the responsibility of Physician Care.
- 3.4.1. In case of unscheduled expenses, but related to the execution of the service, the **Independent collaborator** must inform Physician Care as soon as possible so that these expenses are evaluated.
- 3.4.2. Reimbursement receipts must be submitted within a maximum of 7days. After that period, there will be no refund.
  - 3.4.3 . A maximum amount can be attributed to expenses.
- 3.5. The Independent collaborator must present the receipts after the monthly payments (via e-mail).
- 3.6 No person has any rights to any monies, funds, stock, bonds, or mutual funds secured as income to Jody William Reed (CEO) Jody Reed SC- Physician Care.

- 4. Holidays, Recess and Weekly rest.
- 4.1. It is stipulated that on December 25th and, January 1st, there will be no working hours.
- 4.1.1 If it is necessary to provide services on the dates mentioned above, the payment of a bonus will be offered to those who decide to work.
- 4.1.2. In an emergency, the **Independent collaborator** may be requested at any time to repair systems, help providers or assist others collaborators.
- 4.2. A 10-day recess may be requested by the **Independent collaborator**, however it must be requested at least 30 days in advance.
  - 4.2.1 The recess may be requested 11 months after the start of this contract
  - 4.2.2. The period will be decided according to the recess calendar offered by Physician Care.
- 4.2.3. The recess should be taken as follows 5 days + 5 days and should be alternated on different dates.
- 4.3. Weekly rest will be defined according to the work schedule.
  - 5. Confidentiality, use of apps and social networking.
- 5.1. The **Independent collaborator** acknowledges that during the course of this contract for the proper execution of the services, he may obtain access to commercial techniques, proposals, contracts, financial information relating to clients, employees, partners and private or public companies, bank details, donor lists, proposals information, negotiations and social security data, all of this information is confidential and belongs to Physician Care Ltd.
- 5.2. The **Independent collaborator** undertakes to safeguard this information during and after the term of this contract.
- 5.3. The termination of this contract does not exempt the **Independent collaborator** from keeping any information obtained during the term of his contract secret.
- 5.4. The following information is excluded from confidentiality:
  - 5.4.1. Public information.
  - 5.4.2. Personal information about the **Independent collaborator** that does not include the company.
  - 5.4.3. Information that, by mutual agreement, is released from confidential status.

- 5.5. The confidentiality terms present in the HIPPA training apply to this contract and have the same validity.
- 5.6 . The **Independent collaborator** should not share personal company information in chat applications
- 5.7. Sharing screen shots with information about patients, employees, insurance companies or any other customer or provider is prohibited.
- 5.8. In case it is necessary to share some essential information, the person in charge must suppress identification details, such as numbers, letters of the name and address.
- 5.9. Confidential communications must be made by email, using all necessary security protocols.

#### 6. Intellectual Property Right.

- 6.1 During the course of this contract the **Independent collaborator** may develop or contribute material related to the <u>Jody Reed SC Physician Care</u> business. In such cases, the **Independent collaborator** agrees to assign <u>Jody Reed SC Physician Care</u> all property rights that the **Independent collaborator** may have over the material.
- 6.2. The **Independent collaborator** that they do not have any rights to software or any other technologies developed before, during, or after their relationship with <u>Jody Reed SC Physician Care</u>.
- 6.3. No Supervisor, Hired, Collaborator or any person other then Jody William Reed, (owner/CEO), has any rights to intellectual property, software, or any additional applications that are or were developed by <u>Jody Reed SC –</u> Jody William Reed or Physician Care.
- 6.4. The **Independent collaborator** whose contract is finalized, will not be able to provide service, work, or consult with another company in the same industry for a period of 2 years.

## 7. Final Considerations.

- 7.1. This agreement, together with all annexes to this document, comprises the entire contract between <u>Jody Reed</u> <u>SC Physician Care</u> and the **Independent collaborator**
- 7.2. The **Independent collaborator** must not, without the prior written approval of <u>Jody Reed SC Physician Care</u>, assign or delegate any function directly assigned to him due to the contracted service.
- 7.3.No provision of this agreement (including, without limitation, the provisions of this clause) may be altered, replaced or otherwise varied, and no provision may be added or incorporated into this agreement, unless reduced to writing and signed by both parties.
- 7.4. In the event of breach of the clauses of this contract, the party will submit to the laws of the United States

Date:		
Hour:		
Documentation number_	9503020726083	
Signature:	Adda	
Jody William Reed		
Signature:		



#### Addedum 1.

# 1. Technician in transcription:

- Must transcribe data previously sent via audio
- Insert previously authorized information into application programs.
- Tanscribed text review.
- Content review.

#### 2. Pharmacist:

- Insertion of medical prescriptions in computer systems Previously prescribed by a responsible doctor.
- Computer system data conferencing
- Checking medications.
- Assist providers and customers with questions about medications.
- Insertion of dates and medical orders in computer systems Previously prescribed by a responsible doctor.
- Calls to clinics and hospitals, hospitals, doctors, patients and relatives of patients.
- Content review.

# 3. Psychologist:

- Data entry in computer systems.
- Creation, submission or correction of psychological tests
- Sending documentation to hospitals and nursing homes.
- · Calls to clinics and hospitals, hospitals, doctors, patients and relatives of patients
- Content review.

## 4. Data entry Coordinator.

- Data entry in computer systems.
- Sending documentation to hospitals and nursing homes.
- Content review.

For options 2 and 3, the Independent collaborator must present University Degree recognized by competent university the lack of documentation, false or incomplete documentation, will be the responsibility of the Independent collaborator ,who can be held criminally responsible for misrepresentation.

All document requied and confirmations must be sent to: Jodyreed@physiciancare.net;

	RENEWAL	
[	Date:	
5	Specifications:	
F	Payment:	
5	Signature:	
,	Signature:	. )