



The service agreement is made as of _____ between **Advanced Urgent Care & Occupational Medicine (provider)** and _____.

1. **Terms of Agreement**

- The agreement to perform occupational healthcare services will remain effective for the period of one (1) year without change.
- Pricing for Immunizations and Vaccines will be subject to price change dependent on cost of good

2. **Services**

- Injury Care of Colorado will perform occupational healthcare services as well as routine or customary services that may be requested by customer if available. Those services are list on the Price List or are routinely offered by Injury Care of Colorado at the time the services are requested.
- Injury Care of Colorado will provide all appropriate resources to collect all samples; unless specific resources are provided by customer. Injury Care of Colorado will provide all results to the customer within a timely manner.

3. **Compliance with Laws**

Injury Care of Colorado affirms it will comply with all applicable laws, statutes, ordinances, administrative or executive orders, rules and regulations as they relate to performance under this agreement including, but not limited to: The Department of Transportation (DOT) procedures for workplace drug and alcohol testing programs 49 CFR part 40. The provider affirms it will provide necessary data to the above mentioned Customer for purpose of facilitating payment.

HIPAA Requirements. As applicable, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C & 1320d (“HIPAA”) and any current and future regulations promulgated there under including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. part 142 (the “Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as “HIPAA Requirements.” The parties agree not to use or further disclose and Protected Health Information (as defined in 45 U.S.C. & 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. & 130d), other than as permitted by HIPAA Requirements and the terms of this agreement. To the extent applicable under HIPAA, each party shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy regulations. Each party agrees also to comply with any state law and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic transactions and code sets related to, information related to patients.

4. **Confidentiality and Non-Disclosure**

- During the contracted period and at all times after the termination of this agreement for any reason, The above stated customer will not disclose to any third party any trade secrets, customer lists, pricing or other confidential information pertaining to the business of Injury Care of Colorado or its Clients

5. **Billing and Payment**

- Charges for services will be paid according to the Price List (Immunizations and Vaccines are subject to change)
- Above mentioned customer agree to payment terms of Thirty (30) days of the receipt of invoice.
- Electronic payments or EFT is accepted. Customer must request from the Billing Contact given to them.

6. **Warranty**

- Injury Care of Colorado warrants and represents that it will not bill or seek compensation from Medicare, Medicaid or any government pay or for the services provided herein.

7. **Entire Agreement**

Any applicable provisions required by Federal, State, or Local law are hereby incorporated by reference. No modifications shall be binding unless signed by an authorized represented of both parties. A signature on a copy of this agreement received by either party by facsimile is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so.

Signature of Authorized Agent

Date

Company or Legal Business Name

Street Address

Signature of Providers Authorized Agent

Date

Company or Legal Business Name of Provider