# **Community HealthCare Resources**

# **EMPLOYMENT AGREEMENT**

This Contract, as agreed herein, is entered into by and between, hereafter referred to as “Employee” and, Community HealthCare Resources Inc. a 501c3 Non-Profit organization hereafter referred to as “non-profit.” For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Employee and the non-profit hereby agree as follows:

**Article 1. Purpose:**

A nonprofit organization, for purpose of identification, is defined as a business entity organized and operated exclusively for charitable, scientific, or educational purposes, of which no part of the net earnings inure to the benefit of any private shareholder or individual, of which no substantial part of the activities is carrying on propaganda or otherwise attempting to influence legislation or participating in any political campaign on behalf of any candidate for public office, and which are exempt from federal income taxation under section 501 of the Internal Revenue Code. Also, no person employed may use time, equipment or resources of Community HealthCare Resources to engage in any distribution of political, social, racial, ethnic, religious or sexual orientated message in any form. That includes making available any print, audio, video or other media related to the above on company premises or with company funds.

The job description of the employee is to “Recruit” the delivery of free and reduced fee care and education to the public demonstrating economic need, compile documentation, and “Raise Public Donations” on behalf of the non-profit. The care and education delivered under the banner of the clinician’s, license, liability, malpractice and business not the non-profit. To be clear we do not employ people to deliver care or education on behalf of the non-profit. It is the employee’s job to “recruit” independent clinicians to provide care and educational services for free or at reduced fees to the public who demonstrate economic need. It is also the duty of the employee to record the care delivered by independent clinicians using the standardized calculation method outlined in this document. The secondary duty of the employee is to generate donations used for the general operation of the non-profit. The employee must generate/recruit a minimum of care in the amount of $500 per month and one preventative health lecture offered to the public per month per participating location while employed. The employee will raise funding for the operations through grants, public and private donations. A minimum amount of donations must be raised each month based on the geographical location of the employee. This minimum amount required has been discussed with you as the employee prior to your hire. (Initials)

It is the duty of the employee to collect the following documentation for each clinician they recruit to deliver care and education. A State License in good standing and proof of current malpractice insurance. The employee may not recruit, or record care or education provided by uninsured or unlicensed clinicians.

It is explicitly stated in the event that an employee of the non-profit recruits themselves to provide free or discounted care they do so outside of their employment with the non-profit.

Any employee claiming, they are providing care on behalf of the non-profit will face disciplinary action.

A**rticle 2. Insurance:**

The employee is required to provide or collect from the clinicians they recruit a copy of said clinician's malpractice insurance. The minimum coverage to be held by clinicians providing care recorded as public service by the non-profit shall be $1 million per incident and $3 million aggregate. It is the employee’s duty to provide evidence of such to the non-profit on a yearly basis.

**Article 3. Indemnification and Arbitration:**

The work performed by the clinician shall be at the risk of the clinician exclusively.

In the event you the employee are a clinician, you hereby indemnify and hold the non-profit, its affiliates, respective officers, directors, employees, board members and agents, harmless from and against all claims, actions, losses, judgments, or expenses, including reasonable attorney’s fees, arising from or in any way connected with care performed, education, materials furnished, or services provided by you the clinician.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration concerning this Agreement shall be entitled to reasonable attorneys' fees.

**Article 4. Miscellaneous:**

Termination: This Agreement shall be in full force and effect from the date of signing unless canceled in writing by either party with thirty (30) days’ written notice. The cancellation of this Agreement shall not negate any term or condition, such as the indemnity or insurance requirements.

**Article 5. Conflict of Interest:**

The employee represents that its execution and performance of this Agreement does not conflict with or breach any contractual, fiduciary, or other duty or obligation to which the employee is bound. The employee shall not accept any work from any other business organization or entity which would create an actual or potential conflict of interest for the employee, or which is detrimental to the non-profits business interests. That said, you are allowed to work another job at the same time as you serve the public for the non-profit.

**Article 6. Intellectual Property Rights:**

Regarding “Intellectual Property Rights” the domain is the universe. Wide, common-law and statutory rights associated with (i) copyrights, copyright applications and copyright registrations, “moral” rights and mask work rights, (ii) the protection of trade and industrial secrets and confidential information, and (iii) trademarks, trade names, service marks, and logos (collectively “Trademarks”). The Employee may not attempt to trademark, register or copyright the name “Community HealthCare Resources” or any variation that could be misconstrued for said name by any person.

**Article 7. Ethics, Fraud and Licensure Revocation:**

A. As a representative of the non-profit no employee or recruited clinician may have been convicted of violent crime not limited to sexual assault, domestic abuse, child abuse, assault and battery, criminal fraudulent activity, racketeering, larceny, kidnapping, arson, drug trafficking, money laundering or Centers for Medicare Services contractual breach. Acting as a representative of the non-profit organization it is expected that the employee and its agents will always conduct themselves in an ethical manner.

B. If an employee has been convicted of any of the above-mentioned crimes the non-profit shall dismiss said employee with cause immediately as association with said employee reflects negatively upon the non-profit as a whole and may expose the non-profit to liability.

C. Arraignment and Temporary Employment Suspension: If the Employee named below is arraigned on charges mentioned above the Employee shall be temporarily placed on ethical probation without pay until the case has been adjudicated in court or charges are dismissed. If the Employee named below pleads no contest, is convicted, or adjudicated guilty of any of the above-mentioned crimes the non-profit shall terminate employment immediately with cause.

D. Tax Fraud: If ethical violations regarding tax fraud become evident because of acts or errors of omission by the Employee the executive committee of the board of directors of Community HealthCare Resources shall convene a special committee to investigate the event in question. Tax Fraud defined: When people knowingly or purposely give false details to avoid tax liability it is considered tax fraud. Upon review of the facts the special committee may issue any of the following based upon the evidence at hand.

1. With evidence present indicating that the Employee knowingly committed fraud to directly violate IRS code the Employee shall be terminated immediately with cause.
2. With evidence present indicating that the Employee unknowingly conducted business in a manner directly violating IRS code the Employee shall be place on ethical probation for a period necessary to correct the error or omission causing the violation.

E. License to practice Revocation: This section strictly deals with practitioner professional licensure by state departments of public health. In the event an employee who holds a license to practice has said license revoked for any reason the non-profit shall terminate employment immediately. If a clinician who has been recruited by the employee to deliver care has their license lapse or is revoked for any reason the employee shall not record care delivered by that clinician from the date of license revocation.

**Article 8. Bank Account Usage:**

The Employee named herein agrees to maintain in good standing a bank account provided by the non-profit to conduct business on behalf of the non-profit. The Employee shall be the sole person with the power to make deposits into this account. The employee shall not make drafts from this account. This account shall be used solely for the conduct of business relating to the operation of the non-profit. The purpose of this account is to receive donations, grants and funds needed for the general operations of the organization. Funds may not be removed from this account in any form by the employee.

**Article 9. Pay Period, Pay, and Pay Increases.**

Payroll is processed either one time per month or one time per quarter. Pay date is determined by the non-profit.

Pay will be dependent upon the fundraising success of the employee.

The employee is considered a full-time employee and will be paid a salary based on (30) thirty hours at minimum wage for the geographical area in which they work, only when the employee has successfully raised enough funding to cover said payroll.

If insufficient funds are raised for any given pay period or are not present in the account associated with your employment the employee agrees in advance to receive a reduction of pay. This does not represent a reduction in hours or full-time status.

**Article 10. Generation of Funds and Usage.**

When charitable funds are raised by the employee those funds may be held in the bank account associated with your employment for up to (2) two years or as allowed by the guidelines of the grant delivering funds. At the end of the 2 year period funds will be allocated to the main accounts of the non-profit. Employees must alert the non-profits management within 48hrs of receiving any grant from private organizations, foundations, trusts, state or federal agencies. As an employee of the non-profit in the event you receive a grant you are required to deliver information to Jitasa Group for the administration and reporting of said grants in order to keep good standing with grant writing agencies.

**Article 11. Applications for debt instruments using Community HealthCare name or tax identification numbers is Strictly Forbidden.**

Employees may not apply for any borrowing device using Community HealthCare Resources Name or unique tax identification numbers. This includes but is not limited to credit cards, lines of credit, loans, mortgages, leases, certificates, bills of exchange, promissory notes, bonds or any other instrument giving the option to transfer the ownership of debt obligation from one party to another. This is to include any contract incurring debt to the non-profit.

Any Employee found doing so agrees in advance that their employment will terminate immediately without recourse.

Agents of the Parent Organization subscribe to and are alerted when Equifax, Experian or TransUnion credit reporting systems receive an inquiry to validate credit when someone applies for credit in any form. To be clear you may not apply for credit of any sort using your non-profit affiliated bank account, Community HealthCare Resources name or Tax Identification Number/ Employer Identification Number (TIN/EIN).

Collateralization of Non-Profit property for loans is strictly forbidden.

**Article 12. Personal Enrichment with Charitable Donations.**

## Private benefit and private inurement are defined by the Internal Revenue Service as unacceptable practices for nonprofit tax-exempt organizations.

The IRS expects nonprofits to exist for the public good and not to be created or operated for the benefit, financial or otherwise, of a private individual. Violation of these doctrines can result in heavy taxation and/or loss of nonprofit status.

Private benefit is a broad concept that applies whenever any individual, whether associated with the organization or not, reaps a benefit that is not within keeping of the exempt purpose of the organization. Private benefit does not have to be financial. The IRS does not see private benefit in absolute terms. It is allowable when it is insubstantial or incidental to the main service being provided. It is not acceptable when a service or a financial transaction is purposefully aimed to benefit an individual or a narrowly defined group rather than the public.

Private inurement is an important part of private benefit, and it happens when an insider — an individual who has significant influence over the organization ie. Employee — enters into an arrangement with the nonprofit and receives benefits greater than she or he provides in return. The most common example is excessive compensation, which the IRS condemns through Intermediate Sanctions.

**Article 13. Sales of Goods or Services**

The sale of goods and services as an employee of the non-profit is strictly forbidden. You may as part of your for-profit business sell goods and services. The non-profit does not allow the sale of any goods or services including health care related services. The employee agrees that the sale of all goods and services will be conducted on behalf of themselves in their for-profit business. To be clear you may not collect fees for any service provided on behalf of the non-profit. In the event you accept donations and in return deliver service to a member of the public for the donation you must make sure the citizen receiving the service understands you are providing the service on your behalf and not the non-profit.

**Article 14. Taxes**

The activities you engage in as an employee of the non-profit does not include the collection of fees nor do you sell goods or services and thus the activities of your employment do not create tax liability. You as the employee acting on behalf of the non-profit may not engage in any activity that creates tax liability. If you violate this order you agree in advance to assume liability for the tax burden created. The employee hereby agrees to personally pay any fines, levies and legal expenses associated with the collection taxes and fines generated as a result generated by their actions and activities. The employee agrees to cover the legal fees of the non-profit in the enforcement of this contract.

**Article 15. Fee Schedule**

When calculating the fees for services provided as part of your public service the following method of calculating the maximum allowable fee for services provided must be used.

CHR (Community HealthCare Resources) uses Centers for Medicare Services fee schedules for the calculation of fees. As an Employee of the non-profit, you agree to use the appropriate geographical Medicare fee schedule which is specific to your state and region. The non-facility limiting fee will be the base which you may multiply by 1.55 to determine the upper limit for fees.

Example: office located in Miami Florida, CPT code provided 99203 exam, Medicare non-facility limiting charge is $136.18

1.55 x $136.18 = $211.08 (maximum fee allowed for use)

**Article 16. Donation Refunds**

The funds you deliver to the parent organization in all forms for any reason are considered donations and are eligible to qualify as donations to a tax-exempt nonprofit organization. You may request a tax-deductible receipt for the amounts you have raised or personally donated. Donations made are nonrefundable for any reason.

**Article 17. Timeliness & Reporting**

The general operations of a non-profit of this size are considerable and some activities are time sensitive. Delays in completion and submission of forms and reports cause increases in operational costs, fines and penalties and as well may cause loss of the ability to receive grants essential to the operation of the organization. Forms are to be completed and returned by deadlines provided by the non-profit's management. On a yearly basis you will be required to report the following:

1. Care
   1. Date of service
   2. CPT code
   3. Value $ as calculated by the approved method.
   4. Any payment the patient made for the services to the independent clinician.
2. Proof of insurance and licensure for the clinician(s)/provider(s) you are recording care on.

**Article 18. Defamation**

From time-to-time issues will arise and we ask that you direct your concerns to the parental organization for consideration. You agree that you will not air your concerns on social media, to public or private persons as they have no influence over the correction of said issue. Each party from this point forth hereby undertakes not to cause any harm to the other party’s reputation in the market and not to make, whether directly or indirectly (including through any of its affiliates, officers, employees or directors), any negative or disparaging remarks about such party or any of its affiliates, officers, employees, directors (in each case, in their capacities as such), products, services or business practices. Defaming Community HealthCare Resources is not tolerated in any public forum. The employee also agrees to cover all legal expenses of the Parent Organization in the enforcement of this article with respect to their actions.

**Article 19. Non-Disclosure**

The parties hereby agree that during the term hereof, and at all times thereafter, and except as specifically permitted herein or in separate writing signed by the Disclosing Party, the Receiving Party shall not use, commercialize or disclose Confidential Information to any person or entity. Upon termination, or at any time upon the request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all Confidential Information, including all notes, data, reference materials, sketches, drawings, memorandums, documentation and records which in any way incorporate Confidential Information.

This Agreement is governed by the laws of the State of IOWA. Any amendment(s) must be given in writing.

PARENT ORGANIZATION

Employee: Company: **Community HealthCare Resources**

Printed Name: By: Jay Johannsen

Signature: Title: Executive Director

Date: Date: