

WORKFORCE TERMS AND CONDITIONS FOR EMPLOYMENT PHYSICALS

<p>Purpose. The purpose of these WorkFORCE Terms and Conditions for Employment Physicals (“Terms and Conditions”) is to set forth the terms and conditions applicable to the provision of all types of employment physicals (“Physicals”) by the Sioux Falls Specialty Hospital, L.L.P., a South Dakota limited liability partnership d/b/a WorkFORCE Occupational Health (“WorkFORCE”). As used in this document, the term “employee” includes both employees and applicants. The term “Employer” refers to any employer contracting with WorkFORCE for the provision of these services and who thereby acknowledges these Terms and Conditions. The physical performed, the report provided, and these Terms and Conditions are subject to South Dakota law, which will apply to any issues arising hereunder.</p>	<p>Liability of Third Parties. WorkFORCE, its owners, officers, directors, employees, and agents expressly disclaim any and all liability for the acts, omissions, and conduct of any third-party professionals, and under no circumstances will WorkFORCE, its owners, officers, directors, employees, and agents and their respective successors and assigns be liable for any injury, loss, damage, or expense arising in any manner whatsoever from the acts omissions, or conduct of a third-party professional regardless of the cause and whether arising in contract, tort, or otherwise, even if WorkFORCE, its owners, officers, directors, employees, or agents knew or should have known of the possibility of such damages.</p>
<p>Scope of Services. In performing Physicals, WorkFORCE’s objective is limited to evaluating whether an employee possesses the physical capabilities necessary to safely perform the essential functions of the job for which he or she was hired or is employed.</p>	<p>Use of Independent Contractors. WorkFORCE, in its sole discretion, reserves the right to use an independent contractor rather than an in-house physician to perform an employee’s Physical.</p>
<p>Information Provided to Employer. After a Physical, WorkFORCE will provide to Employer information limited to identifying whether a particular employee possesses the physical capabilities necessary to safely perform the essential functions of the job for which he or she was hired or is employed. These results will be based solely upon information obtained or disclosed during the Physical.</p>	<p>Acknowledgement. Employer acknowledges that WorkFORCE has set its prices and fees, and has agreed to provide Physicals to Employer’s employees, in reliance on the limitations of liability set forth in these Terms and Conditions and that such provisions form an essential basis of the bargain between the parties, without which WorkFORCE would not have agreed to provide Physicals to Employer’s employees.</p>
<p>Additional Information. Employer may request that WorkFORCE provide it with additional information that was disclosed or obtained during an employee’s Physical at Employer’s own risk. Such a request must be made in writing, and in disclosing additional information pursuant to this request, WorkFORCE specifically disclaims all liability pursuant to all laws including, but not limited to, the Americans with Disabilities Act (“ADA”), the Family and Medical Leave Act (“FMLA”), or other federal, state, or local laws.</p>	<p>Other Treatment. Employer acknowledges that WorkFORCE is part of the Sioux Falls Specialty Hospital and that employees may have been seen or treated at its facility or primary care clinic, even potentially by the same physician performing the Physical. In no event will any other treatment be disclosed to Employer, and Employer agrees that any additional information from outside treatment shall not be deemed relevant for the purpose of the Physical.</p>
<p>Compliance with Employment Laws. Employer is solely responsible for compliance with all employment laws implicated by the Physicals, including the Americans with Disabilities Act (“ADA”), the Family and Medical Leave Act (“FMLA”), or other federal, state, or local laws. WorkFORCE expressly disclaims all liability arising under any employment laws that relates to or stems from Employer’s decision to require any employee to undergo a Physical performed by WorkFORCE or any Physicals it conducts at Employer’s direction or request. Employer assumes full and exclusive responsibility for ensuring legal compliance, including in all requests for WorkFORCE to perform Physicals on its employees and in using any information derived from such Physicals.</p>	<p>Indemnification. By engaging WorkFORCE to perform Physicals, Employer agrees to indemnify, defend, and hold harmless WorkFORCE and its physicians, officers, directors, employees, agents, licensors, and their respective successors and assigns, from and against any and all claims, demands, liabilities, costs, or expenses whatsoever, including, but not to be limited to, legal fees and disbursements resulting directly or indirectly from Employer’s decision to require any employee to undergo a Physical performed by WorkFORCE or Employer’s use or reliance upon any information provided by WorkFORCE or its third-party professionals, including but not limited to the Employer’s communication of such information.</p>
<p>Exclusion of Liability. Under no circumstances will WorkFORCE, its owners, officers, directors, employees, agents, and their respective successors and assigns be liable for any damages of any kind, including, but not to be limited to, any direct, special, indirect, punitive, incidental, or consequential damages or any other loss incurred in connection with any Physicals performed by WorkFORCE at Employer’s direction or request, any information provided by WorkFORCE to Employer, or Employer’s use, misuse, or reliance upon the information or services provided by WorkFORCE, regardless of the cause and whether arising in contract, tort, or any other cause of action, even if WorkFORCE, its owners, officers, directors, employees, or agents knew or should have known of the possibility of such damages. Employer’s access to and use of any information it receives from WorkFORCE as a result of an employee’s Physical is entirely at the Employer’s own risk.</p>	<p>No Warranties. Any results or other information provided to Employer by WorkFORCE based on information provided by an employee in conjunction with the employee’s Physical are provided “as is,” and WorkFORCE makes no representations, warranties, conditions, or promises regarding such information to the extent it depends upon the accuracy and completeness of any information provided by the employee. Employer agree to waive any express or implied warranties, including, but not limited to, the following: (1) the information provided by WorkFORCE will be of merchantable quality or fit for a particular purpose or both; and (2) information provided by WorkFORCE will be accurate, complete, current, reliable, timely or suitable for any particular purpose.</p>

Employer understands and agrees that WorkFORCE may modify these Terms and Conditions at any time without notice. While WorkFORCE will endeavor to inform Employer when a change to these Terms and Conditions occurs, Employer is responsible to read these Terms and Conditions and update themselves on any changes.