



RHODE ISLAND MEDICAL SOCIETY

ADMINISTRATIVE SERVICES AGREEMENT

Purpose and scope The Rhode Island Medical Society shares its personnel, office equipment, meeting space and storage space on a contractual basis with other medical membership organizations. This sharing is intended to promote organizational continuity and stability, facilitate communication and in other ways strengthen medicine and the membership organizations that are dedicated to serving physicians in Rhode Island. The terms of this sharing are set forth in this agreement.

Services Available services include but are not necessarily limited to: membership roster maintenance, membership dues billing, bank deposits, financial record-keeping and reporting, special mailings, coordination and support for meetings and events, telephone answering, and storage of records and materials. Organizations may contract for some services and not others, in accordance with their own needs and with RIMS' willingness and capacity to meet those needs.

Charges Charges for services and supplies will be assessed as follows:

- **Personnel:** \$40 per hour during normal business hours (i.e., 9 a.m. to 5 p.m. on workdays) and \$60 per hour outside of normal business hours.
- **Telephone** Long distance telephone charges will be passed through at cost. Telephone answering services (if applicable): \$60/month plus \$45/month for the dedicated telephone line.
- **Postage, supplies and incidental expenses** Expenses associated with printing, mailing, consumption of supplies, (supplies include such things as paper, photocopies, labels, envelopes, etc.) will be passed through at cost to the extent these expenses are easily and reasonably quantifiable. Incidental expenses that are not so easily quantified and allocated (e.g., individual paperclips, staples, note paper, faxes, brief telephone calls and other small tasks, electricity, maintenance and repairs, storage costs, equipment leases, insurance, wear and tear, etc.) are considered to be covered by the annual service and catch-all fee (see below). However, RIMS reserves the right to itemize and pass on storage costs, to the extent such costs can be reasonably quantified and allocated.
- **Annual service and catch-all fee** RIMS will assess an annual fee of \$10 per member for the total number of members claimed by the contracting organization, including all members in any and all categories of membership within the contracting organization. For the purposes of the annual billing, the membership roster that is current at the time of the annual per-member service fee billing shall be the basis for the member count. (No \$10 fee will be assessed for new members who join the contracting organization during the contract period and subsequent to the annual service fee billing, nor will any rebate be given for members who resign or forfeit their membership during the contract period and subsequent to the annual service fee billing.)

Invoicing and payment Billing of the annual per-member service fee will normally take place in the first quarter of the calendar year. Other charges will be billed semi-annually (i.e., after the end of the 2nd quarter and after the end of the 4th quarter). All payments are due upon receipt. RIMS reserves the right to assess interest at an annualized rate of 6% on accounts not settled within 60 days of the date of the invoice. After a second notice

to delinquent accounts, RIMS reserves the right to terminate services without further notice to accounts that are in arrears after 120 days.

Term This agreement takes effect January 1, ____, and terminates December 31, ____. In order to receive services during that period, the contracting organization must sign, date and return this agreement to RIMS by February 28, ____. Any organization that received services in ____ but fails to execute this agreement by February 28, ____, shall not be eligible to receive further services after February 28, ____, and shall remain responsible to RIMS for any unpaid bills and for supplies and services that remain unreimbursed as of February 28, ____.

Termination Either party may terminate this agreement for any reason or without cause with 30 days' written notice to the other. RIMS may terminate this agreement without notice for failure to pay within 120 days, as set forth above. Contracting parties remain responsible for services and materials provided by RIMS up to the date of termination. In the event of termination, RIMS will release records and excess supplies (e.g., letterhead of the organization, etc.) and any other property of the contracting organization when all accounts are settled.

For the contracting organization: **RHODE ISLAND SOCIETY OF** _____

Signature: _____, President Date _____

For the **RHODE ISLAND MEDICAL SOCIETY**

Signature: _____, Executive Director Date _____