

iii. Company will not provide primary care services, and services will be limited to the Services.

b. Schedule of Availability.

i. At the request of Client and during the normal business hours of 8:00 AM – 5:00 PM CST Monday – Friday, Company agrees to provide the Services within one business day of the request (or sooner if Company has the resources available to do so), with appropriate follow up care as deemed necessary for the patient’s condition.

ii. Company agrees to provide two weeks advance notice to Client if it anticipates a period of unavailability longer than 48 hours.

2. Use of Telemedicine Technology.

a. Client will be solely responsible for the purchase/lease, installation, configuration to its systems, technical support, and maintenance of the Telemedicine Technology needed for Company to provide the Services to Client’s patients.

b. Client will be responsible for the scheduling of an appointment between a Client’s patients and the Company.

c. Client agrees to provide consulting assistance regarding billing procedures and practices for the Telemedicine Services when needed and requested by Company

3. Compensation. Company will generally bill for the telemedicine consulting services to patients directly and the Client will coordinate with Company in order for Company to bill for these services. If a patient’s health insurance is Medicare or Medicaid, Client shall pay \$175.00 per consultation/patient visit regardless of whether it is an initial consultation or follow up because Client believes access to these services are critical and Medicare and Medicaid do not reimburse for telemedicine services where Client is located. Company will invoice Client on a monthly basis for services rendered, and

Client agrees to pay all amounts owed to Company within 15 days of receipt of the invoice.

4. Compliance with Healthcare Laws; Fair Market Value. The Parties agree and acknowledge that the compensation payable hereunder is intended to be a fair market rate for services performed, and that the Parties intend to comply with the Stark Statute 42 U.S.C. §1395nn and regulations promulgated thereunder, the Anti-kickback Statute 42 U.S.C. §1320a-7b(b) and the regulations promulgated thereunder, and any similar state laws. The Parties agree and warrant that neither this Agreement nor any other agreement between the parties (or with the Director) contains any offer or payment of remuneration either for the inducement of any patient referral or for the inducement to purchase or recommend any item or service paid by Medicare, Medicaid, or any other federal or state funded healthcare program. The parties further agree and warrant that this Agreement is not based upon or determined in a manner that takes into account the volume or value of referrals or other business generated between the Parties.

5. Qualifications. During the Term, Company agrees to maintain the following qualifications:
 - a. Ensure all medical providers providing services to Client are licensed to practice medicine by the State of South Dakota; and

 - b. comply with all applicable accreditation standards, statutes, rules and regulations, the AMA Code Medical Ethics, and all reasonable rules and policies of applicable to the Client.

6. Professional Liability Insurance. During the Term, Company will maintain all requisite insurance policies, including but not limit to professional liability insurance, covering the Services in amounts with standards within the industry. On an annual basis Company agrees to provide evidence of such insurance to Client upon Client's prior written request.

7. Independent Contractor. Company is an independent contractor of Client. The Parties agree that Client does not control the professional judgment and/or treatment, or rendered by Company related to the Services, and the responsibility for medical decisions related to the Services are the sole responsibility of the healthcare providers of Company. Neither Company nor any of Company's agents, employees, or affiliates shall have any claim under this Agreement or otherwise against Client for vacation pay, paid time off, sick pay, retirement benefits or any other employee benefit of any kind.

8. No Agency. No relationship of employer and employee, master and servant or principal and agent, is created by this Agreement, and the Company should not be considered an agent, servant, or employee of Client. Company does not have any authority to act on behalf of or bind Client or any of its affiliates, or have any rights, duties, discretions or responsibilities to dictate the administration, management or operations of Client.

9. Assignment. It is expressly understood by the Parties that this Agreement may not be assigned by either Party without the written consent of the other Party, whose consent shall not be unreasonably withheld. Any transfer or assignment of this Agreement by Client, without our prior written consent, by operation of law or otherwise, is voidable by Company.

10. Amendments. This Agreement may be amended at any time by mutual agreement of the Parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by the Parties.

11. Term and Termination.
 - a. Unless terminated early as provided below, this Agreement shall be for an Initial Term of one year commencing on the Term Commencement Date stated above (the "Initial Term"). Upon completion of the Initial Term, this Agreement will automatically renew for subsequent one-year Renewal Term(s) (each a "Renewal

Term” and with the Initial Term collectively the “Term”) unless either Party has provided written notice of Non-Renewal at least 60 days prior to commencement of a Renewal Term.

- b. This Agreement may be terminated by either Party without cause with (60) days’ written notice of such termination. In the event this Agreement is terminated prior to its expiration, Client will not enter into any other agreement for services similar to the Services with any other entity for the remainder of the unexpired Term.

- c. Client may terminate this Agreement immediately in the event Company or any of its employees providing the Services:
 - i. Has been formally convicted of any criminal violation involving violent crimes or crimes relating to the practice of medicine, including, but not limited to, Federal Health Crimes, Medicare or Medicaid fraud or abuse or controlled substances violations;

 - ii. Is excluded from the Medicare or Medicaid program or any other Federal Health Program;

 - iii. Fails to maintain valid and unrestricted medical license(s) or DEA narcotics registration certificate(s) for any reason;

 - iv. Fails to maintain applicable malpractice insurance for any reason;

- d. Client may immediately suspend all payments and other benefits to Company under this Agreement in the event Company or any of its employees providing the Services has been formally indicted and/or charged with any criminal violation or crimes involving the care and treatment of patients, Federal Health, Crimes, Medicare or Medicaid fraud or abuse or controlled substance violations.

Client shall give Company written notice of the reason for such suspension and if Company convicted of such charge or indictment, the Client may terminate this Agreement as provided under this Section.

12. Indemnification. Each Party agrees to indemnify and hold harmless the other party to this Agreement, including the indemnified party's officers, directors, agents, and employees, from and against any and all claims, costs, actions, causes of action, losses, or expenses, including reasonable attorneys' fees, resulting from or caused by the negligent or careless acts or omissions by the indemnifying party or its officers, directors, agents, and employees. Specifically, without limiting the foregoing, the Company agrees to indemnify, defend, and hold harmless the Client, its officers, owners, and directors any claims, costs, actions, causes of action, losses, or expenses, including reasonable attorneys' fees, resulting from or caused by Company's coding of claims, billings to any payor (including Medicare and Medicaid), and false, fraudulent, incomplete or otherwise incorrect information or data on any claim Company submits for reimbursement.

13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and contains all the agreements between the Parties with respect to the duties of the Company hereunder. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

14. Strict Performance. No failure by either Parties to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other existing subsequent breach.

15. Third Parties. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

16. Laws. This Agreement shall be construed and enforced under and in accordance with the laws of the State of South Dakota.

17. Medicare Access to Books and Records. In the event, and only in the event that Section 952 of P.L. 96-499 (42 U.S.C. §1395x(v)(1)(I)) is applicable to this Agreement, the Company agrees as follows:

- a. until the expiration of four years after the furnishing of such services pursuant to this Agreement, the Company shall make available, upon written request to the Secretary of the federal Department of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, books, and documents and records of the Company that are necessary to certify the nature and extent of such costs, and;
- b. if the Company carries out any of the duties of this Agreement through a subcontract, with a value or cost of \$10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the federal Department of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

18. Confidential Business Information. The Parties agree that during the term of this Agreement and after the date of termination of this Agreement: (a) neither Party shall disclose to anyone any confidential or secret information concerning the business, affairs, patients or operations, any trade secrets, new product developments, or special or unique processes or methods, or any marketing, sales, advertising or other concepts or plans of the other Party or any of its affiliates; and (b) except for disclosure to a Party's legal counsel, accountants or financial advisors, a Party shall not disclose the

terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. The obligations set forth in this Section shall survive the termination of this Agreement.

19. Compliance with Laws. If the Client or Company determines that any of the terms of condition of this Agreement violate the rules and regulations or reimbursement policies of any third-party reimbursement program, any federal or state statute, rule or regulation, or administrative or judicial decision, the Client or the Company may, at its option, alter the terms of this Agreement so that it no longer violates the same or terminate this Agreement. No such alterations shall have the effect of retroactivity reducing payments previously made to Company for services performed in the past.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and be effective as of the Term Commencement Date.

COMPANY:

CLIENT:

By _____
Jennifer Kay Haiar

By _____

Its _____

Its _____

Dated _____

Dated _____