

VIRTUAL MEDICINE SERVICES AGREEMENT

THIS “**VIRTUAL MEDICINE SERVICES AGREEMENT**” (hereinafter referred to as this “Agreement”), is made and entered into the _____ day of _____, 20__ (the “Execution Date”), by and among **Wake Emergency Physicians, P.A.**, a North Carolina professional corporation (“Provider”), and _____ (hereinafter “Client”). Provider and Client shall be referred to herein each as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Provider is in the business of providing health care services to patients in the state of North Carolina virtually, and Client desires to engage Provider for the provision of virtual medicine services to the employees and conditions set forth herein; and Provider desires to be engaged by Client pursuant to the terms and conditions set forth herein. **NOW, THEREFORE**, in consideration of the foregoing and the terms and conditions contained herein, the Parties agree as follows:

1.1 Provider’s Obligations. Provider shall have the responsibility and commensurate authority to provide virtual medicine services for the Members as set forth in Exhibit A, attached hereto and made a part hereof (the “Virtual Medicine Services”). Provider accepts responsibility to its patients for the nature and character of all professional medical services rendered by Provider or its agents, employees or independent contractors.

1.2 Client Members. Client shall make the virtual medicine services available to all of its employees and their eligible dependents (spouses, domestic partners, and children up to the age of twenty-six.

1.3 Compensation. Client shall pay to Provider fees in the amount set forth in Exhibit B, attached hereto and made a part hereof (the “Provider Service Fee(s)”) as compensation for the virtual medicine services provided.

Term and Renewal. The term of this Agreement shall commence for twelve (12) months from the date the service is launched, such date will be termed the “**Effective Date.**” This agreement will automatically renew for successive one (1) year terms on the anniversary of the **Effective Date**, unless either Party provides the other Party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term consistent with Paragraph 1.7 below of their desire to terminate this Agreement.

1.4 Insurance. Provider maintains a comprehensive general liability insurance policy and professional liability insurance with commercially reasonable policy limits covering the services provided to this agreement.

1.5 Medical Records. All medical and other records and documents prepared by Provider shall be and remain the property of Provider and the applicable patient, in accordance with applicable law, and shall be treated by the Parties as confidential pursuant to applicable federal and state law.

1.6 Independent Contractor. Provider is at all times acting and performing hereunder as an independent contractor with respect to Client.

1.7 Notices. Any notice, in relation to this Agreement shall be in writing and be deemed to have been served properly if hand delivered or sent by reputable overnight express delivery service, or by certified mail, return receipt requested, postage prepaid and addressed to the signatory to this agreement at the designate address set forth below:

1.8 Governing Law and Venue. The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflicts of law principles. Venue for any dispute based upon or arising out of this Agreement shall be in a court of proper jurisdiction in Raleigh, North Carolina.

* * * * *

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized officers, have executed this Agreement, effective as of the Effective Date.

PROVIDER:

CLIENT:

WAKE EMERGENCY PHYSICIANS, P.A.

By: _____

Name: _____

Title: _____

Address:

210 Towne Village Dr.

Cary, NC 27513

By: _____

Name: _____

Title: _____

Address:

EXHIBIT A

SERVICES OF PROVIDER

The following services shall be provided by Provider to the Client's employees and dependents as negotiated by the Parties (the "**Members**") on a substantially full-time basis twenty-four hours a day and seven days a week subject to brief, periodic, and typically scheduled downtime to allow for platform maintenance.

1. Provider shall provide to Members web-based video consultations or telephone consultations with a licensed physician. For each consultation the physician shall:
 - a. Conduct a medical consult via video or phone to assess the Member's medical needs; and
 - b. Based upon the medical consult, respond as follows:
 - i. Determine that the Member's condition is a life-threatening emergency, and direct the Member to the nearest emergency facility; or
 - ii. Determine that the Member's condition is not a life-threatening emergency, and advise the Member how to treat the condition, prescribe medication as necessary, and advise follow up with medical providers as needed.
2. If necessary, a licensed physician will prescribe non Drug Enforcement Agency ("DEA") controlled substance prescriptions for Members. It is understood by the Parties that Provider's licensed physicians will not prescribe any DEA controlled substances or narcotics and operate subject to state law.

EXHIBIT B

FEES

Client will pay Provider a monthly Provider Service Fee in accordance with the client's billing form.

A Consultation Fee of ten (10) dollars will be paid by the patient to Provider at the time of his or her consultation.