

VIRTUAL MEDICINE SERVICES AGREEMENT

THIS “**VIRTUAL MEDICINE SERVICES AGREEMENT**” (hereinafter referred to as the “**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 (“**WEPPA**”), and _____ (hereinafter “**Client**”). WEPPA and Client shall be referred to herein each as a “**Party**” and collectively as the “**Parties.**”

WITNESSETH:

WHEREAS, WEPPA is in the business of providing health care services to patients in the state of North Carolina virtually, and Client desires to engage WEPPA for the provision of virtual medicine services to its employees and eligible dependents pursuant to the terms and conditions set forth herein; and WEPPA 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 WEPPA’s Obligations. WEPPA 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**”). WEPPA accepts responsibility to its patients for the nature and character of all professional medical services rendered by WEPPA 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 WEPPA fees in the amount set forth in Exhibit B, attached hereto and made a part hereof (the “**WEPPA Service Fee(s)**”) as compensation for the virtual medicine services provided.

1.4 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 thirty (30) days prior to expiration of the then-current term consistent with Paragraph 1.8 below. Either Party may terminate this Agreement outright by providing sixty (60) day written notice to the other Party of its desire to terminate consistent with Paragraph 1.8 below.

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

1.6 Medical Records. All medical and other records and documents prepared by WEPPA shall be and remain the property of WEPPA 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.

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

1.8 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 address designated in the signature block below.

1.9 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.

WEPPA:

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 WEPPA

The following services shall be provided by WEPPA 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. WEPPA shall provide to Members web-based video consultations or telephone consultations with a licensed provider. 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 provider will prescribe non-Drug Enforcement Agency ("**DEA**") controlled substance prescriptions for Members. It is understood by the Parties that WEPPA's licensed providers will not prescribe any DEA-controlled substances or narcotics and will operate subject to state law.

EXHIBIT B

FEES

Prior to the Effective Date, Client will pay WEPPA a one-time enrollment fee of one dollar (\$1) per employee or forty dollars (\$40), whichever is greater, in accordance with the Electronic Payment Authorization Form.

Client will pay WEPPA a monthly WEPPA Service Fee in the amount of _____ in accordance with the Electronic Payment Authorization Form.

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