

MANAGEMENT SERVICES AGREEMENT

BETWEEN

inHealth Medical Services (hereinafter referred to as "inHealth")

AND

_____ (hereinafter referred to as "Client")

RECITALS

WHEREAS, Client is a valid business entity consisting of one or more health care service providers, including qualified physicians and other health care professionals;

WHEREAS, inHealth operates a telehealth-enabled health coaching and lifestyle therapeutics management service;

WHEREAS, Client wishes to engage inHealth to provide their services to Client;

NOW, THEREFORE, the parties agree to the following terms and conditions:

DESCRIPTION OF SERVICES

BACKGROUND: The Clients patients are seeking clinical health coaching services to manage and improve their chronic condition(s). inHealth is a recognized covered entity that offers clinical health coaching services designed to assist individuals in achieving their health and wellness goals. inHealth will provide the following management services (collectively, the "Services"). inHealth's services will include:

- 1. QUALIFIED VIRTUAL HEALTH COACH STAFFING AND MANAGEMENT:** inHealth will provide and manage health coaches to coach patients of the client. This Service includes training health coaches, delivering services, HR, continued training and recertification, and other human capital functions. All personnel will be employees or independent contractors of inHealth and not of Client, and inHealth shall be responsible for applicable income and payroll tax withholding and reporting. However, to comply with certain billing requirements, Client agrees this serves as an individual service agreement with all persons who will work on its behalf.
- 2. MARKETING:** inHealth will provide areas of marketing including providing engagement materials such as brochures, posters, and postcards, creating, managing, and distributing content for websites, social media, and regular email campaigns to Client for their promotion of the services if requested.
- 3. SERVICE PLATFORM AND PLATFORM MANAGEMENT:** inHealth will provide setup and maintenance of a telehealth platform, which shall include the following capabilities: videoconferencing, store-and-forward data collection, chart noting and messaging, and communications.

4. **DELIVERY OF SERVICE:** inHealth will provide remote (e.g., video, phone, chat) services to supplement Client's care of its patients via the telehealth platform. Services may include coaching as well as patient education in the form of videos and handouts.

5. **ENROLLMENT:** inHealth will enroll the client's patients by calling (or by other mediums like SMS, Email) patients that are referred to virtual health coaching. Once inHealth receives a patient order, or after specific criteria are received, inHealth will make the outreach to schedule patients including describing the program, and scheduling.

6. **ONBOARDING SUPPORT:** inHealth will support the onboarding of a practice by providing onboarding support and training for the practice. Below is a description of the onboarding support & resources provided (may include all or some of these activities):

- **Software and Technology:** Virtual health coaching platform license for clinic, Referral form template.
- **Training, Education, Implementation:** Up to 3 Training sessions for doctors, nurses, etc., and administrative staff on using the service, Training for health coaches on your practice-related workflows.
- **Marketing Materials:** Marketing collateral for the service to be used digitally or printed, Digital materials for patient education.
- **Welcome Kit:** Branded welcome kit for patients including instructions on accessing the virtual health coaching service, Informational brochures on the benefits of the service, Welcome packet from the doctor or healthcare provider to review program offering, escalations, and inHealth contacts.
- **Workflow Support:** Development or adjustment of workflows to incorporate virtual health coaching seamlessly, Ongoing workflow support to address issues that arise during the transition, Consultation on optimizing processes for efficiency.
- **Performance Monitoring:** Configuration of tools to monitor the performance and utilization of the service, Regular reports, and analytics to track the impact of the service.

Note: inHealth agrees to devote its best effort to the performance of its services. The parties further agree inHealth will perform such other services as agreed upon by the parties from time to time.

TERMS & GENERAL PROVISIONS

PERFORMANCE OF SERVICES: The way the Services are to be performed and the specific hours to be worked by inHealth shall be determined by inHealth as may be reasonably necessary to fulfill inHealth's obligations under this Agreement. A minimum of 5 patient enrollments per month will be required. The average number of patients will be reviewed quarterly. inHealth reserves the right to stop accepting new patient enrollments if an average monthly minimum is not attained over the quarter. inHealth will hold health coach capacity for predicted number of sessions based on a package sold.

SERVICE FEE PAYMENTS: Client will remit service fees to inHealth according to the number of patient enrollments per month. Clients will send inHealth enrollment documentation which will include the package purchased by the patient. Pricing is outlined in Exhibit A Payment Service Fee Schedule. Patient minimum enrollments (5 enrollments per month) will commence after the initial "ramping period." This period will begin either after 90 days from the Effective Date or when the Client reaches 5 enrollments in a month, whichever occurs first. Auto-payments will be processed for the invoices on the 10th of each subsequent month.

Coaching packages are nonrefundable after greater than 3 coaching sessions are completed by a patient and/or a patient needs to be removed from the program. Patients will be discontinued from the program if they no show to a coach greater than 3 occasions or if they cancel or reschedule greater than 3 occasions per month.

ACCOUNTING: inHealth shall maintain records in sufficient detail for the purpose of determining the amount of the service fees.

EOBs: inHealth will help resolve any conflicts regarding payments and reimbursements, so long as the EOBs or other billing details are submitted to inHealth's billing and coding concierge service.

PRICING: InHealth reserves the right to reasonably (based on prevailing market, either up or down) update such fees by providing Client with 30 days written notice.

ONBOARDING KIT: Under this Master Services Agreement, we offer an optional Onboarding Kit to enhance patient engagement with our services. This kit includes:

4 Posters for high-traffic areas or exam rooms

150 Brochures for detailed service information

6 Table Tents for common area visibility

4 Cash Package Cards as engagement incentives

The kit is available for an additional fee outlined in Exhibit A. Opting for the Onboarding Kit is optional and can be decided upon agreement signing or at a later agreed-upon time. This kit is recommended to ensure effective service adoption and informed employee participation.

TERM/TERMINATION: The initial term of the Agreement will be one (1) year from the Effective Date ("Initial Term"). Upon expiration of the Initial Term, this Agreement will automatically renew for successive one-year terms (each an "Extension Term"). The Initial Term and Extension Term(s), until the date this Agreement is terminated, shall collectively be the "Term" of this Agreement. This Agreement may be terminated by either party for no cause upon 30 days written notice to the other party.

RELATIONSHIP OF PARTIES: It is understood by the parties that inHealth is an independent contractor with respect to Client, and not an employee of Client.

EMPLOYEES: inHealth's employees or independent contractors who perform services for Client under this Agreement shall also be bound by the provisions of this Agreement.

LIABILITY AND MALPRACTICE INSURANCE COVERAGE: Each party acknowledges that it maintains appropriate insurance coverage, including malpractice insurance, for its benefits and the benefit of its employees and contractors. inHealth maintains appropriate insurance coverage for the benefit of inHealth (and inHealth's employees and contractors). inHealth carries coverage for any claims that

inHealth (and/or inHealth's employees and contractors) may sustain while performing services under this Agreement.

INDEMNIFICATION: Each party agrees to indemnify and hold harmless the other party from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the other party that result from the

LIMITATION ON LIABILITY: EXCEPT FOR INTENTIONAL ACTS, GROSS NEGLIGENCE OR WILFUL MISCONDUCT, DAMAGES ARISING FROM VIOLATIONS OF INTELLECTUAL PROPERTY OBLIGATIONS, BREACHES OF CONFIDENTIALITY, AND CLAIMS FOR INDEMNITY, IN NO EVENT WILL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER, INCLUDING THE ONLINE SERVICES, INCLUDE ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LOSS OF BUSINESS OR PROFITS, UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

NOTICES: All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered via email to, if to inHealth: info@inhealthonline.com, if to Client: email(s) provided by practice in signature page.

GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the state of California without giving effect to the principles of conduct of laws thereof.

COMPLIANCE WITH LAW: Each party shall comply with all applicable federal and state laws, regulations, rules or other legislative, administrative, or judicial requirements in connection with its performance of this Agreement. Each party represents and warrants that to the best of its knowledge, as of the Effective Date, it follows, and throughout the Term will remain in compliance with, all applicable federal and state laws, regulations and standards regarding the privacy and security of health information and personal data.

NON-SOLICITATION: During the Term and for a period of one (1) year thereafter, the Parties shall not interfere with the relationship with, or endeavor to entice away, any person who, on the date of the termination of the Term, was an employee or customer of the party or otherwise had a material business relationship with the party.

WAIVER: No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the Parties relating to the matters contained herein, superseding all prior contracts or agreements among the parties, whether oral or written.

Signature page to follow.

SIGNATURE PAGE

By signing this contract, you acknowledge that you have read, understood, and agreed to all the terms and conditions of this agreement in its entirety. You also confirm that you have received a copy of this agreement and that you have the legal capacity and authority to enter into this agreement. You further agree that this agreement is binding and enforceable on you and any successors or assigns.

Signature: _____

Printed Name: _____

Date: _____

Name:	Office Address:
Email:	Provider Phone:
Specialty:	Office Phone:
Credentials:	Office Fax:
NPI #:	Tax ID #:
Form of Pmt:	Optional Onboarding Kit: YES NO

EXHIBIT A

SERVICE FEE SCHEDULE

Tiers: are based on the volume of packages sold for the client for the calendar month.

Packages: are pre-purchased coaching sessions with a health coach.

Our Cash-Based Plans
3 Options for Patients

3-Month	6- Month	12-Month
<div>\$480 / pkg</div> <div>Suggested retail price: \$576</div> <div>20% ROI</div>	<div>\$675 / pkg</div> <div>Suggested retail price: \$810</div> <div>20% ROI</div>	<div>\$850 / pkg</div> <div>Suggest retail price: \$1,020</div> <div>20% ROI</div>
<div>Includes 12 visits</div> <div>Months 1-3: weekly</div>	<div>Includes 18 visits</div> <div>Months 1-3: weekly</div> <div>Months 4-6: biweekly</div>	<div>Includes 24 visits</div> <div>Months 1-3: weekly</div> <div>Months 4-6: biweekly</div> <div>Months 6-12: monthly</div>
<div>Per visit cost: \$40</div>	<div>Per visit cost: \$37.50</div>	<div>Per visit cost: \$35</div>

Tiered Volume Discounts

5 Patients / mo	15 Patients/ mo	25+ Patients/ mo
--	10% Discount	15% Discount
5-14 Patient Enrollments	15-24 Patient Enrollments	25+ Patient Enrollments
Per visit cost: \$40	Per visit cost: \$37.50	Per visit cost: \$35

*Minimum of 5 patient enrollments per month over 3 month period to maintain contract

**Discount applied to invoice monthly

ONBOARDING KIT FEE

- 4 Posters: for high-traffic areas or exam rooms
 - 200 Brochures: for detailed service information
 - 6 Table Tents: for common area visibility
 - 6 Cash Package Cards: as engagement incentives
- Total = \$500.00

EXHIBIT B

BUSINESS ASSOCIATES AGREEMENT

THIS HIPAA BUSINESS ASSOCIATES AGREEMENT (this “Agreement”) supplements and is made a part of the Clinical Services Agreement (the “Underlying Agreement”) by and between Client (“Covered Entity”) and InHealth Medical Services, Inc., a California Corporation (“Business Associate”) (each a “Party” and collectively, the “Parties”) and is effective as of the effective date of the Underlying Agreement (the “Effective Date”).

RECITALS

WHEREAS, in connection with the Underlying Agreement, Business Associate may create, receive, maintain or transmit on behalf of Covered Entity, or otherwise receive from Covered Entity, certain Protected Health Information (“PHI”); WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Underlying Agreement in compliance with: (i) the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (collectively, “HIPAA”) and the privacy, security and breach notification regulations promulgated thereunder, as amended from time to time (collectively, the “HIPAA Regulations”), (ii) other applicable laws; and

WHEREAS, the purpose of this Agreement is to set forth the requirements necessary to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Definitions. Unless otherwise specified in this Agreement, all capitalized terms used herein shall have the meanings ascribed to them in the HIPAA Regulations.

Purpose for which Business Associate May Use or Disclose PHI. The Parties hereby agree that except as otherwise limited in this Agreement, Business Associate shall be permitted to use or disclose PHI provided or made available from Covered Entity to perform any function, activity, or service for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the HIPAA Regulations if done by Covered Entity.

Business Associate Obligations. Business Associate covenants and agrees that it shall: Not use or further disclose PHI other than as permitted or required under this Agreement or as required by applicable law or regulation. Implement the administrative, physical, and technical safeguards set

forth in 45 C.F.R §64.302-318 and otherwise reasonably and app Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary, in Business Associate's judgment, to perform or fulfill a specific function required or permitted by this Agreement. Business Associate shall not receive remuneration directly or indirectly in exchange for PHI. Without limiting the generality of the foregoing, this provision shall not prohibit payment by Covered Entity for services provided by the Business Associate pursuant to the Underlying Agreement. Business Associate shall not use or disclose PHI for fundraising or for marketing purposes unless such use or disclosure is pursuant to the Underlying Agreement or another written agreement that does not violate HIPAA.

Permitted Uses and Disclosures. Business Associate agrees that it shall not use or disclose PHI in any manner, form, or in any means that is contrary to its obligations under the Underlying Agreement or this Agreement. Notwithstanding the foregoing, the Parties agree that, pursuant to federal law, Business Associate may:

Use PHI in its possession for its proper management and administration and to fulfill any of its present or future legal responsibilities provided that such uses are permitted under state and federal confidentiality laws.

Disclose PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill any of its present or future legal responsibilities provided that (i) the disclosures are required by law, as provided for in 45 C.F.R. § 164.501, or (ii) Business Associate has received from the third party written assurances that the PHI will be held confidentially, that the PHI will only be used or further disclosed as required by law or for the purpose for which it was disclosed to the third party, and that the third party will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached, as required under 45 C.F.R. § 164.504(e)(4). Use PHI in its possession to provide data aggregation services relating to the health care operations of the Covered Entity.

Termination. Notwithstanding any other provision under the Underlying Agreement and pursuant to federal law, Business Associate agrees that the Underlying Agreement may be terminated by Covered Entity should Covered Entity determine that Business Associate has violated a material term of this Agreement. Notwithstanding any other provision under the Underlying Agreement and pursuant to federal law, Covered Entity agrees that the Underlying Agreement may be terminated by Business Associate should Business Associate determine that Covered Entity has violated a material term of this Agreement.

Return or Destruction of PHI. Upon termination, cancellation, or expiration of the Underlying Agreement, if feasible, Business Associate shall return to Covered Entity or destroy in accordance with standards promulgated by the Secretary, all PHI received from, or created by, Business Associate on behalf of Covered Entity that is maintained by Business Associate in any form. Should the return or destruction of the PHI be determined by Business Associate, in its sole discretion, to be infeasible, the Parties agree that the terms of this Agreement shall extend to the PHI until otherwise indicated by Covered Entity, and any further use or disclosure of the PHI by Business Associate shall be limited to that purpose which renders the return or destruction of the PHI infeasible.

Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Specifically, the parties acknowledge and agree that the January 25, 2013 U.S. Department of Health and Human Services final rule entitled, "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act" (the "HIPAA Omnibus Rule") imposes new requirements on business associates with respect to privacy, security and Breach notification. The HIPAA Omnibus Rule provisions applicable to business associates are hereby incorporated by reference into this Agreement as if set forth in this Agreement in their entirety and will become effective upon their respective effective dates. Upon either Party's request, the other Party agrees to promptly to enter negotiations concerning the terms of any amendment to this Agreement as may be necessary to comply with applicable law.

No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.