**TELEMIDICINE SERVICE AGREEMENT**

NuMed Primary Care, LLC

2305 E Arapahoe Rd, Suite 242

Centennial, CO 80122

720-647-7460

This Telemedicine Service Agreement is made and entered into on the Effective date (listed with signature) by and between **NuMed Primary Care, LLC**, a Colorado Limited Liability Company, located at 2305 E Arapahoe Rd, Suite 242, Centennial, CO 80122 (the Provider) and you (hereinafter “Patient”). Provider and Patient shall be referred to herein each as a “Party” and collectively as the “Parties.”

**WITNESSETH:**

**WHEREAS**, the Provider is in the business of providing health care services to patients in the state of Colorado, including telemedicine services;

**WHEREAS,** Patient desires to engage Provider for the specific provision of telemedicine services to the Patient, pursuant to the terms and conditions set forth herein; and

**WHEREAS,** Provider desires to be so engaged by Patient 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 hereto, intending to be legally bound, hereby agree as follows:

1. **OBLIGATIONS OF SERVICE PROVIDER**
	1. **Provider’s Obligation.**
2. Consistent with the provision of this Agreement, Provider shall have the responsibility and the commensurate authority to provide telemedicine services for the Patient either as a single visit, or 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.
3. Provider shall provide to Members web-based video consultation or telephone consultation with a licensed Physician or Physician Assistant. For each consultation the Provider shall:
4. Conduct a medical consult via telecommunications to assess the Patient's medical needs; and based upon the medical consult, respond as follows:

ii. Determine that the Patient’s medical condition is a life-threatening

 emergency, and direct the Member to the nearest emergency facility;

 or,

iii. Determine that the Patient’s medical condition is not a life-

 threatening emergency, and advise follow up with medical providers

 as needed.

1. If necessary, the Provider will write **only** non-Drug Enforcement Agency (DEA) controlled substance prescription for Patients. It is understood by the Parties that Provider’s licensed Physicians or Physician Assistants will not prescribe any DEA controlled substances or narcotics to Patients.
2. During the term of this Telemedicine Service Agreement, Provider agrees to devote its best efforts and attention to the provisions of this agreement hereunder.
3. **PROVIDER’S FEES**.
	1. As compensation for the Telemedicine Services provided by Provider to Patient under the term of this Agreement, Patient shall pay to Provider a fee on a single consultation basis of Ninety-nine ($99.00) dollars, or for a 4-week period of coverage for One Hundred Sixty-five ($165.00) dollars.
4. **TERM OF THE AGREEMENT.**
	1. **Term and Renewal.** The term of this Telemedicine Service Agreement shall commence on the Effective date and shall continue for either a single visit , or for a period of four (4) weeks based on the plan chosen by Patient. If the Parties desire to renew this Telemedicine Service Agreement or membership after said term, Parties agree to execute a new agreement.
5. **TERMINATION BY PROVIDER OR Patient.**
	1. **Provider or Patient Termination.** Provider or Patient may terminate this Agreement prior to the expiration of the term set forth above, with or without cause by providing written notice to the other.
6. **MISCELLANEOUS.**
	1. **Independent Contractor.** Parties acknowledge and agree that Provider is at all times acting and preforming hereunder as an independent contractor with respect to Patient.
	2. **Entire Agreement.** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings or agreement, whether oral or written.
	3. **Binding Effect.** This Agreement is binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Subject to the foregoing sentence, no other person shall have any rights under or by virtue of this Agreement.
	4. **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 Colorado, without regard to its conflicts of law principles. The Parties hereto irrevocably submit to the exclusive jurisdiction of any federal or state court located with Centennial, Colorado, with respect to any dispute based upon or arising out of this Agreement.
	5. **Force Majeure.** In the event that the performance of the duties required hereunder is substantially interrupted by acts of war, fire, insurrections, coronavirus, riots, earthquakes, hurricanes or other acts of nature or any cause that is not the fault of or is beyond the reasonable control of the Parties hereto, the Parties shall be relieved obligation as to those affected services of this Agreement.
	6. **Notices.** Any notices, request, demand or other communication referred to herein shall be in writing and shall be deem to have been served property if sent by U.S. Mail, postage prepaid and addressed to the applicable party at the address set forth below:

If to Provider:

Adam Courchaine, PA-C

NuMed Primary Care, LLC

2305 E Arapahoe Rd, Suite 242

Centennial, CO 80122

720-647-7460

If to Patient:

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**IN WTNESS WHEREOF**, the Parties hereto, by their duly authorized officer, have executed this Agreement, effective as of the Effective Date of \_\_ day of \_\_\_\_\_\_\_, 2020.

**PROVIDER: Patient:**

Adam Courchaine, PA-C

NuMed Primary Care, LLC

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_