



THIS TELEHEALTH SERVICES AGREEMENT (hereinafter referred to as this “Agreement”), is made and entered into on this date: _____ (the “Effective Date”), by and among **Dr. Rafer Leach, Management Systems of Colorado (DBA Synergy Health Partners), Synergy Chiropractic Clinics, Movement Dynamics Physical Therapy, Injury Care Network, Rehabilitation Services, Infinity Imaging, Advanced Diagnostics & Imaging, and/or Professional Rehabilitation and Occupational Service.**, (hereinafter “Health Care Providers”), and _____ (hereinafter “Patient”). Health Care Providers and Patient shall be referred to herein each as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, for the purpose of this document, “Health Care Providers” will include MDs (Doctors of Medicine), DOs (Doctors of Osteopathic Medicine), Physical Therapists, and Psychologists.

WHEREAS, for the purpose of this document, “The Practice of Health Care Services” shall be defined as including medicine, physical therapy, and psychology provided by a licensed practitioner.

WHEREAS, for the purpose of this document, the use of the terminology “Telehealth Services” refers to electronic internet based, video conferencing, and any other form of telecommunication technologies and services required to provide clinical services, diagnostics, and non-clinical services at-a-distance.

WHEREAS, Health Care Providers are in the business of providing health care services to patients in the state of Colorado, including the provision of Telehealth services.

WHEREAS, Patient desires to engage Health Care Providers for the provision of Telehealth services pursuant to the terms and conditions set forth herein; and

WHEREAS, Health Care Providers 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 PROVIDERS.

1.1 Health Care Provider’s Obligations.

(a) Consistent with the provisions of this Agreement, Health Care Providers shall have the responsibility and commensurate authority to provide Telehealth services for the Patient. Health Care Providers are licensed to provide medical services in Colorado for which a license is required.

Providers, through licensed healthcare personnel employed or otherwise engaged by Health Care Providers shall be solely responsible for and have sole and complete authority, supervision, medical management, and control over the provision of clinical and other health care services provided to the Patient, and all diagnoses, treatments, procedures, and other professional health care services shall be provided and performed exclusively by or under the supervision of licensed healthcare personnel employed or otherwise engaged by Health Care Providers, as the Providers deem appropriate and in accordance with all laws.

(b) During the Term of this Agreement, Health Care Providers agrees to devote its best efforts and attention to the provision of the Telehealth Services hereunder.

1.2 Limitation Against Practice of Healthcare Services.

Notwithstanding any provision contained herein, this Agreement is not intended to (i) constitute the use of a health care provider license or the practice of health care services by anyone other than a health care provider; (ii) aid Parties to practice; or (iii) do any other act or create any other arrangements in violation of any applicable federal or state laws or successor statutes or regulations. Health Care Providers shall remain entirely independent of Patient as to (i) the diagnosis and treatment of patients, (ii) the prescription, order, or administration of any drug or medicine, and (iii) all other medical, professional and ethical affairs of Health Care Providers. Health Care Providers accept responsibility to its patients for the nature and character of all professional medical services rendered by Health Care Providers or its agents, employees or independent contractors. Patient shall not own or control the clinical aspects of Health Care Providers nor control the distribution of the revenue stream or line of business of Health Care Providers. Health Care Providers have the ultimate control of setting all fees for professional services rendered by Providers and all physicians and other healthcare personnel employed or otherwise engaged by Health Care Providers.

2. TERM RENEWAL; TERMINATION.

2.1 Term and Renewal.

The term of this Agreement shall commence on the Effective Date hereof and shall continue for a term of one (1) year (the “Initial Term”), after which it shall automatically renew for successive one (1) year terms unless either Party provides the other Party with written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term. The Initial Term and any successive terms shall be referred to herein as the “Term.”

2.2 Termination by Health Care Providers.

Health Care Providers may terminate this Agreement prior to the expiration of the Term only as follows:

(a) **Bankruptcy.** In the event of the filing of a petition in voluntary bankruptcy or an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, under any federal or state law for the benefit of creditors (except for the filing of a petition in involuntary bankruptcy which is dismissed within thirty (30) days thereafter), Health Care Providers may give notice of the immediate termination of this Agreement.

(b) **Without Cause.** Health Care Providers shall have the right to terminate this Agreement with or without cause upon sixty (60) days prior written notice to Patient.

(c) **Discharge of Care.** Health Care Providers may deem the Patients care complete, and upon discharge of care, this Agreement is terminated.

2.3 Actions after Termination.

In the event that this Agreement expires or is terminated by any Party, any Health Care Providers Services Fees earned but not yet paid shall be paid by Patient to Health Care Providers in accordance to the signed Lien agreement. The various rights and remedies herein granted in this Section 2.3 (a) shall be cumulative and in addition to any others a

Party may be entitled to under law. The exercise of one or more rights or remedies shall not impair the right of a Party to exercise any other right or remedy, at law or in equity.

3. REPRESENTATIONS WARRANTIES AND CERTAIN COVENANTS.

3.1 Health Care Providers.

As of the Effective Date and throughout the Term of this Agreement, Health Care Providers represents, warrants and covenants as follows:

(a) Health Care Providers has been duly formed and is a validly existing entity under the laws of the State of Colorado, is registered to practice medicine in Colorado with the Colorado Medical Board, and is registered to do business in Colorado with the Colorado Secretary of State.

(b) Health Care Providers have taken all action necessary to enter into this Agreement and the officers executing this Agreement have the proper and necessary authority to execute and deliver this Agreement on behalf of Health Care Providers.

(c) The execution and delivery by Health Care Providers of this Agreement shall not violate or cause Health Care Providers to be in default under any agreements, indentures, documents or instruments to which Health Care Providers is a party.

(d) Health Care Providers is in compliance with and shall continue to be in compliance with and obey all federal, state, and local laws, regulations, and ordinances relating to its business, and the Telehealth Services that Health Care Providers provides hereunder.

4. INSURANCE, AND RESPONSIBILITY.

4.1 Insurance.

Health Care Providers hereby covenants and agrees to maintain a comprehensive general liability insurance policy and professional liability insurance with reasonable policy limits covering the Parties and all healthcare personnel as may be allowed under generally acceptable insurance laws and practice.

4.2 Responsibility.

In entering into this Agreement and performing its obligations under this Agreement, no Party is assuming and shall have no obligation to discharge, pay, perform or be liable for any debts, liabilities, choices in actions, claims or obligations of any nature, absolute or contingent, that now exists or hereafter may accrue against or be incurred by any other Party with respect to payment due from third parties.

5. MEDICAL AND OTHER RECORDS.

5.1 Medical Records.

All medical and other records and documents prepared by Health Care Providers shall be and remain the property of Health Care Providers 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.

5.2 Business Records.

All business records, papers and documents of the Parties are to remain the property of the Party creating such records, papers, and documents.

6. Legislative, Regulatory or Administrative Change.



(a) If there is (i) any change in any federal, state, or local statute, law, regulation, legislation, rule, policy, or general instruction, or a change in any third party reimbursement system, or (ii) any ruling, judgment, decree, or interpretation by any court, agency, or other governing body having jurisdiction over any Party (in any such case, for purposes of this Section, a "Regulatory Matter"), and (b) such Regulatory Matter materially and adversely affects, or is reasonably likely to affect, the manner in which any Party is to perform or be compensated under this Agreement or which shall make this Agreement unlawful, the Parties shall immediately use their best efforts to enter into a new service arrangement or basis for compensation for the Telehealth Services furnished pursuant to this Agreement that complies with such Regulatory Matter and approximates as closely as possible the economic position of the Parties prior to such Regulatory Matter.

(b) If the Parties are unable to reach a new agreement within a reasonable period of time following the date upon which it becomes reasonably certain that such Regulatory Matter will arise, then any Party may submit the issue to arbitration in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration for the purpose of structuring a new service agreement which new service agreement shall be binding on the Parties.

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

PATIENT:

Full Name: _____

Signature: _____

HEALTH CARE PROVIDER:

Employee Name: _____

Employee Signature: _____