



AGREEMENT FOR PROFESSIONAL SERVICES

For

[Enter Facility Name]
[Address]
[Address]

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the “Agreement”) is made effective as of the [] day of [], 2018. (the “Effective Date”) by and between **Eventus WholeHealth, PLLC**, a North Carolina professional limited liability company (“Eventus”), and [] (“Facility”). Eventus and Facility are each referred to herein as a “Party,” and collectively as the “Parties”.

BACKGROUND

WHEREAS, Eventus (via licensed healthcare providers contracted or employed by Eventus) provides medical services, including, but not necessarily limited to, primary care, psychiatry (including psych medication management), psychotherapy, podiatry, optometry, and audiology; and

WHEREAS, Facility is a licensed long-term care facility and desires to engage Eventus to provide those Services (as specifically indicated below) to the patients of the Facility pursuant to the terms and conditions of this Agreement, and Eventus desires to accept such engagement to provide services to the Facility and to residents of the Facility in accordance with applicable law and on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Services.

Facility requests Eventus to provide the following professional services, pursuant to this Agreement (check all that apply) (collectively such professional services are referred to herein as the “Services”):

Primary Care		Optometry	
Mental Health		Audiology	
Podiatry		Physiatry (rehabilitative med)	

2. Term and Termination. The term of this Agreement shall commence as of the Effective Date and continue in full force for a period of twelve (12) months (the “Initial Term”). Following expiration of the Initial Term, this Agreement shall automatically renew for consecutive twelve-month periods until such time as either party gives at least ninety (90) days’ written notice to the other party of its intention to terminate the Agreement. Each party agrees and acknowledges that the Initial Term is reasonable and necessary given the significant amount of time and resources required for Eventus to establish services in a facility, including obtaining all necessary patient consents, training the facility staff as to Eventus’s methods of delivering care in order to establish open lines of communication and best practices for patient care, and hiring, implementing and maintaining staff to provide high quality professional services to the patients of a facility.

3. Responsibilities of Eventus.

A. Eventus, via the professional services of employed and contracted licensed professionals (the “Providers”), shall

provide the Services in a professional and efficient manner consistent with all applicable standards of care. All Providers have, and shall at all times maintain, in good standing all federal, state and local licenses, certifications, registrations, and permits required to provide the Services according to the laws and regulations of the state in which services are rendered. All non-physician practitioners shall be adequately supervised by an Eventus physician. Facility acknowledges and agrees that some or all of the Services may be provided by Eventus' subcontracted provider, Onsite Care, PLLC ("OnsiteCare"). OnsiteCare shall at all times comply with, and support Eventus in its compliance with, all duties and obligations for providing the Services set forth in this Agreement.

- B. Eventus shall work with the Facility to understand its patient's needs and use reasonable efforts to provide sufficient numbers of Providers to meet the Facility's coverage requirements.
 - C. Eventus shall provide the Services only at the request of the patient or authorized Facility personnel. Evaluations and assessments will be seen within a reasonable time after referral is made. Eventus shall use commercially reasonable efforts to consult new patients within 72 hours of a request.
 - D. Eventus shall provide timely communication with the Facility's intake division, billing team, scheduling, and all divisions of Eventus with the facility and timely information regarding Eventus caseload for each provider at the facility.
 - E. Eventus shall provide detailed medical records with documentation of visits to the facility within 24 hours of each patient encounter, copies of which will also be retained by Eventus.
 - F. Eventus agrees to provide documentation and other information as may be needed to assist Facility in complying with managed care and regulatory guidelines and requirements.
 - G. Eventus shall maintain professional liability insurance on a continuing basis for Eventus and each Provider providing Services under this Agreement, with limits of liability not less than the \$1,000,000 per occurrence and \$5,000,000 in the aggregate.
4. Responsibilities of Facility. Facility shall be responsible for:
- A. Designating a Facility staff person to liaison between the Facility and Eventus;
 - B. Complying with generally accepted procedures and standards in making referrals to the Eventus, including, without limitation, provision of the following information for each referred patient: (i) name and/or responsible party's name and contact information; (ii) name and contact information for referring person and attending physician; (iii) medical history and other appropriate medical information available to Facility; (iv) information to facilitate and enable Eventus to obtain appropriate consent for Services; (v) information to facilitate and enable Eventus' billing of payers for Services;
 - C. Providing a consultation room so patients can meet privately with the Providers;
 - D. Providing timely communication in circumstances involving a patient's emergent medical condition.
5. Compensation. Eventus's sole compensation for Services rendered to patients shall be fees received by Eventus from such patients or third parties for such Services, and Eventus shall not bill the Facility for, nor be entitled to compensation from the Facility for, time spent by Eventus or any of its Providers in the rendition of Services.
6. Preferred Provider. Facility desires to ensure the proper, orderly and efficient delivery of Services to its residents. Facility has determined that a preferred arrangement is the best means by which these goals can be achieved. Accordingly, Facility agrees that during the Term of this Agreement and for so long as Eventus is not in breach of this Agreement, Eventus shall be the preferred provider of Services and Facility will not engage any other individual or entity to provide the professional services provided by Eventus at the Facility. The preferred provider status shall not apply to any service not provided by Eventus to Facility. *This provision is not intended to limit or restrict in any way a patient's right to choose to receive treatment from a healthcare provider other than Eventus or the Facility's ability*

to help the patient coordinate such treatment.

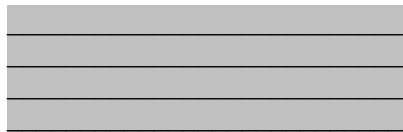
7. Miscellaneous Provisions.

- A. Independent Contractor Status. No relationship of employer and employee is created by this Agreement, it being understood that Eventus and all its Providers shall act as independent contractors with respect to the Facility, not being subject to the direction and control of the Facility in the day to day provision of contract services. The Facility shall neither have nor exercise any control or direction over the methods by which the Eventus shall perform the Services.
- B. Medical Records. Facility represents that it maintains medical records documenting the treatment provided by Facility staff and independent contractors and that it requires inclusion of Eventus' clinical records in Facility's medical records in compliance with applicable law and/or to assure the continuity, coordination and consistency of the care provided by Facility's staff and independent contractors.
- C. HIPAA Compliance. Eventus is a "covered entity," as such term is defined by the Health Insurance and Portability and Accountability Act of 1996, and is subject to compliance with all aspects of HIPAA, the HITECH Act and each Act's implementing regulations (with all such federal privacy and security laws and regulations referred to herein collectively as "HIPAA"). Eventus and the Facility, which is likely considered a Covered Entity also, agree at all times to utilize, transmit, share, and store patient information in a manner that protects the privacy and security of such data in accordance with HIPAA and allows each Party to fulfill its respective obligations under HIPAA, as well as additional state laws or regulations pertaining to patient data.
- D. Non-Solicitation of Eventus Providers. Facility acknowledges that Eventus has invested substantial resources to identify, recruit, retain, and develop a team of Providers with the training, expertise, and licensures necessary to meet the needs of Facility's residents. Facility acknowledges that Eventus has a legitimate business interest in protecting such investment. Therefore, in consideration for Eventus's promise to provide the services set forth in this Agreement, during the Term of this Agreement and for a period of one year following the effective date of termination of this Agreement, Facility shall refrain from (i) hiring, retaining, engaging, soliciting or assisting others in hiring, retaining, engaging, or soliciting for employment or work any Provider to provide professional services substantially similar to, or the same as, those which the Provider provided to patients of the Facility on behalf of Eventus; or (ii) soliciting, encouraging, inducing or assisting others in soliciting, encouraging or inducing, any Provider with whom the Facility came into contact because of services provided under this Agreement to terminate his or her employment or engagement with Eventus. The parties acknowledge that a breach of this section 7.D. by Facility would result in irreparable damage to Eventus, and, without limiting other remedies which may exist for such a breach, the parties agree that this prohibition on solicitation may be enforced by temporary restraining order, temporary injunction and permanent injunction restraining violation hereof. The parties hereby waive the claim or defense that an adequate remedy at law for such breach exists or that irreparable injury will not occur.
- E. Confidentiality. Both parties understand that this Agreement creates a relationship of trust and respect to any information of a confidential nature regarding their respective businesses including, but not necessarily limited to, business methods and practices, business forms, employee information and customer lists (the "Proprietary Information") that if disclosed to others may be harmful to their businesses. Therefore, at all times during the Term of this Agreement and after its termination each party will keep and hold all such Proprietary Information of the other party in strict confidence and trust and will not disclose such Proprietary Information without the prior written consent of the other party. The parties acknowledge that a breach of this section 7.E by Facility would result in irreparable damage to Eventus, and, without limiting other remedies which may exist for such a breach, the parties agree that the rights hereunder may be enforced by temporary restraining order, temporary injunction and permanent injunction restraining violation hereof. The parties hereby waive the claim or defense that an adequate remedy at law for such breach exists or that irreparable injury will not occur
- F. Indemnification. Each Party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party (the "Indemnified Party"), as well as the Indemnified Party's officers, directors and employees, together with their successors and assigns from any claim, damage, loss, expense, liability, obligation, action or cause of action (including reasonable attorney fees) which the Indemnified Party, as well as its officers, directors and

employees may or might sustain, pay or suffer, by reason of any act, omission or negligence by the Indemnifying Party as it relates to services provided under this Agreement. Notwithstanding the foregoing, the Indemnified Party reserves the right to choose legal counsel to represent the Indemnified Party for any purpose including investigation and/or litigation of any claim, or potential claim, made against the Indemnified Party. This provision shall survive the termination or expiration of this Agreement.

- G. Assignment. Except as otherwise provided herein, neither party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party; provided, however, that Eventus may assign its rights and/or delegate its duties hereunder without the prior written consent of Facility to an affiliated entity or to any entity that may purchase all or substantially all of the assets of Eventus and is willing and legally capable of assuming all liabilities and responsibilities set forth in this Agreement. Any unauthorized attempted assignment shall be null and void and of no force or effect.
- H. Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to or application of choice of law rules or principles. In the event that a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- I. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and all prior agreements, negotiations or representations regarding the subject matter of this Agreement are of no force or effect unless expressly set forth herein. This Agreement may be amended at any time by mutual agreement of the parties, but such amendment shall not be valid unless it is in writing and signed by both parties. This Agreement shall be binding upon, and inure to the benefit of the Parties and their successors and permitted assigns
- J. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, and signatures may be exchanged by facsimile or scan, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- K. Notice. Whenever any notice, demand, request or consent is required or permitted under this Agreement, such notice, demand, request or consent shall be in writing and shall be deemed sufficiently given (i) on the day personally delivered, (ii) three (3) days after deposit in the United States Mail if mailed by registered or certified mail, return receipt requested, postage prepaid, or (iii) on the day delivered if sent by recognized courier to the following addresses:

Facility:

A rectangular grey box redacting the address for Facility. The box contains three horizontal lines, suggesting a three-line address.

Eventus:

101 Cabarrus Avenue East
Suite 200
Concord, NC 28025

Each party may change its address indicated above by giving the other party written notice of the new address in the manner set forth above.

[SIGNATURES BEGIN ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date set forth below.

EVENTUS WHOLEHEALTH, PLLC

By: _____
Cindy Susienka, President and COO

Date: _____

FACILITY

[Enter Facility Name]

By: _____

Date: _____

Name: _____

Title: _____