

## TELEHEALTH SERVICES SUBSCRIPTION AGREEMENT

This Telehealth Services Subscription Agreement (this “Agreement”) is effective as of \_\_\_\_\_ (the “Effective Date”), by and between **Sequoia Integrative Medical Services, LLC**, a Wisconsin limited liability company (“Sequoia”), and \_\_\_\_\_, a \_\_\_\_\_ (“Facility”).

### RECITALS

WHEREAS, Sequoia provides telehealth health care services through licensed health care professionals using a telehealth technology platform and related telehealth equipment;

WHEREAS, Facility desires to make telehealth services available as a voluntary health benefit to certain of its employees;

WHEREAS, Sequoia is willing to provide access to its telehealth platform, telehealth equipment, and related services for Facility’s employees pursuant to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

### AGREEMENT

#### Section 1 Telehealth Services

**1.1 Provision of Telehealth Services.** Subject to the terms and conditions of this Agreement, Sequoia shall provide telehealth health care services (“Telehealth Services”) to employees of Facility (“Employees”) through licensed health care professionals employed or otherwise retained by Sequoia (“Providers”). Telehealth Services shall be delivered through a telehealth technology platform selected by Sequoia (the “Platform”). Telehealth Services provided under this Agreement shall include those services listed on **Exhibit A** to this Agreement and be delivered in accordance with the independent professional judgment of Sequoia’s Providers and in compliance with applicable telehealth laws, rules, and professional standards.

**1.2 Availability.** Services shall be available through the Platform between the hours of 8:00 a.m. and 5:00 p.m. Central Time, Monday through Friday, excluding recognized holidays. Sequoia shall use commercially reasonable efforts to ensure that Employees requesting Telehealth Services during such hours experience a maximum waiting time of no more than one (1) hour prior to consultation with a Provider.

**1.3 Telehealth Licensure and Patient Location** The Parties acknowledge and agree that Telehealth Services provided under this Agreement are intended solely for Employees who

are physically located within the State of Wisconsin at the time such services are rendered. Facility shall use reasonable efforts to inform Employees that Telehealth Services are intended to be accessed only while the Employee is located within the State of Wisconsin. Sequoia shall ensure that all Providers furnishing Telehealth Services under this Agreement are appropriately licensed or otherwise authorized to practice in the State of Wisconsin.

**1.4 Employee Telehealth Consent.** Prior to receiving Telehealth Services, each Employee shall be required to complete appropriate patient intake documentation and provide informed consent to receive Telehealth Services. Such consent may include acknowledgment of the nature and limitations of Telehealth Services, the use of electronic communications technologies, potential privacy risks associated with telehealth technology, and the Employee's right to withdraw consent for telehealth services at any time.

**1.5 Compliance.** Nothing herein shall be construed to require or encourage Facility, its employees, or its residents to refer patients to Sequoia, nor shall anything in this Agreement be construed to influence the independent medical judgment of Sequoia's Providers. The Parties acknowledge and agree that the compensation under this Agreement is fair market value and does not take into account the volume or value of referrals between the Parties.

**1.6 Professional Liability Insurance.** Sequoia shall maintain professional liability insurance covering its Providers in amounts consistent with commercially reasonable industry standards. Upon reasonable request, Sequoia shall provide Facility with certificates evidencing such insurance coverage.

## **Section 2 Telehealth Platform and Equipment**

**2.1 Provision of Equipment.** In connection with the Telehealth Services, Sequoia shall provide certain telehealth equipment necessary to facilitate the delivery of Telehealth Services at Facility, which may include a monitor, diagnostic or transitional telehealth equipment, and a telehealth cart (collectively, the "Equipment").

**2.2 Ownership of Equipment.** All Equipment provided under this Agreement shall remain the sole and exclusive property of Sequoia. Facility shall acquire no ownership interest in the Equipment by virtue of this Agreement.

**2.3 Care and Use of Equipment.** Facility shall exercise reasonable care in the use, handling, and safekeeping of the Equipment and shall ensure that the Equipment is used only for purposes consistent with this Agreement.

**2.4 Damage or Loss of Equipment.** Facility shall promptly notify Sequoia of any damage, malfunction, or loss of the Equipment. To the extent damage to the Equipment results from misuse, negligence, or intentional misconduct by Facility or its personnel, Facility shall be responsible for the reasonable cost of repair or replacement of the affected Equipment.

**2.5 Return of Equipment.** Upon termination or expiration of this Agreement for any reason, Facility shall promptly return all Equipment to Sequoia in substantially the same condition as when originally provided, ordinary wear and tear excepted.

### **Section 3      Financial Terms**

**3.1      Subscription Fee** In consideration of the Telehealth Services, access to the Platform, and provision of Equipment, Facility shall pay Sequoia a monthly subscription fee of Three Hundred Twenty-Five Dollars (\$325.00).

**3.2      Invoicing and Payment.** Sequoia shall submit invoices to Facility on a monthly basis. Facility shall remit payment within **thirty (30) days** following the date of the invoice.

**3.3      Billing.** The fees provided by this Agreement shall be Sequoia's sole compensation for the Telehealth Services rendered. Sequoia agrees that it will not submit claims to any third-party payer for Telehealth Services rendered to Facility. Facility agrees that neither the Facility nor its Employees will submit a claim to any third-party payer for the Telehealth Services rendered pursuant to this Agreement.

### **Section 4      Confidentiality**

**4.1      Confidential Information.** Each Party acknowledges that it may receive confidential or proprietary information from the other Party in connection with this Agreement. Each Party agrees to maintain the confidentiality of such information and to use such information solely for purposes related to the performance of this Agreement.

**4.2      Confidentiality of Patient Information.** Sequoia and its Providers shall protect, to the fullest extent required by law, the confidentiality of any patient information generated or received in connection with the Telehealth Services provided under this Agreement. Sequoia shall comply with all applicable federal and state laws governing the privacy and security of patient information, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA"). The obligations contained in this Section shall survive the termination of this Agreement to the extent required by applicable law.

### **Section 5      Technology Vendor Disclaimer**

**5.1      Third-Party Technology Providers.** The Platform and certain components of the Equipment used in connection with the Telehealth Services may be provided by third-party technology vendors. Sequoia does not warrant or guarantee uninterrupted or error-free operation of the Platform or Equipment and shall not be responsible for temporary interruptions, delays, or service disruptions caused by third-party technology vendors, telecommunications failures, internet connectivity issues, or other circumstances beyond Sequoia's reasonable control.

**5.2      Limitation Relating to Technology Vendors** To the extent permitted by law, Sequoia shall not be liable for damages arising from failures, outages, or malfunctions attributable to third-party technology providers supporting the Platform.

### **Section 6      Term and Termination**

**6.1      Term.** This Agreement shall commence on the Effective Date and shall continue

for a term of **one (1) year** (“Initial Term”).

**6.2 Renewal.** The parties agree to confer at least sixty (60) days prior to the end of the Initial Term to evaluate the Financial Terms under which the Telehealth Services are provided and shall discuss in good faith an extension of the Agreement and any possible modifications to the financial terms of the Agreement.

**6.3 Termination Without Cause.** After the Initial Term, either Party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other Party.

**6.4 Effect of Termination.** In the event of termination of this Agreement, Sequoia shall be entitled to the fees earned by Sequoia for the Telehealth Services actually performed prior to the effective date of such termination.

## **Section 7 Miscellaneous**

**7.1 Compliance with Law.** Each party shall comply with all applicable 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 is in compliance with, and throughout the Term will remain in compliance with, all applicable laws, regulations and standards regarding the privacy and security of health information and personal data. If either party reasonably determines that this Agreement does not comply with applicable law, that Party may suspend the operation of this Agreement immediately upon provision of written notice to the other Party specifying the ground(s) for suspension of the Agreement. Immediately thereafter, the parties shall confer in good faith and attempt to modify the Agreement to comply with applicable law. If the Parties cannot agree that modification is necessary to comply with the applicable law, or upon the terms of such modification, within thirty (30) days of the date of the tendered written notice of suspension, this Agreement shall automatically terminate.

**7.2 Independent Contractors.** The Parties acknowledge and agree that Sequoia and its Providers are independent contractors and not employees, agents, or representatives of Facility.

**7.3 Severability.** Should any provision of this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall nonetheless remain in full force and effect.

**7.4 Entire Agreement** This Agreement constitutes the complete understanding between the Parties and supersedes all prior agreements or understandings relating to the subject matter hereof.

**7.5 Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

*[Signature page to follow]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

\_\_\_\_\_

SEQUOIA INTEGRATIVE MEDICAL SERVICES, LLC

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

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

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

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

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

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

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

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

## Exhibit A

### Telehealth Services

Sequoia will provide Telehealth Services under this Agreement for minor acute conditions such as:

- Colds, flu, COVID symptoms
- Sore throat, sinus or ear pain
- UTI symptoms
- Rash,
- Pink eye
- Nausea, vomiting, diarrhea
- Muscle strain in the back or neck pain
- Headaches and migraines
- Minor infections or allergies
- Prescriptions for non-controlled medications for minor acute conditions

Sequoia will not provide Telehealth Services for any of the following:

- Emergencies
- Chronic conditions
- Prescriptions for controlled substances
- Workers' comp injuries
- Mental health emergencies

**Sequoia will not provide Telehealth Services for the following and the Employee or Facility should call 911:**

- Chest pain
- Trouble breathing
- Stroke symptoms
- Severe injury or bleeding

*Signature page to Telehealth Services*