

TEAMCME, LLC

PROVIDER NETWORK AGREEMENT

THIS PROVIDER NETWORK AGREEMENT is by and between TeamCME, LLC, a Washington limited liability company (**TeamCME** and sometimes **Company**), and the individual who has typed out his or her name and digitally signed this Agreement as a medical provider (**Provider** and sometimes **Member**).

Accordingly, in consideration of the mutual promises stated in this Agreement, the parties agree as follows:

1. DEFINITIONS.

- 1.1 **Agreement** means this Provider Network Agreement, including schedules, as amended from time to time.
- 1.2 **Effective Date.** This Agreement is effective on the date that the Provider signs this Agreement.
- 1.3 **Member Benefits** means the benefits described in **Section 5**.
- 1.4 **Monthly Membership Fee** means the amount TeamCME charges Provider monthly for Network Services and Member Benefits.
- 1.5 **Network Services** means the services described in **Sections 3.1** through **3.4**.
- 1.6 **OccMed Provider** means a person who: (a) claims to be a medical provider, (b) claims he or she is certified or otherwise legally able to provide the Services, (c) has joined the TeamCME Network, (d) has a clinic whose location is listed in the TeamCME Network, and (e) is a person or business independent from TeamCME.
- 1.7 **Online Store Purchases** means anything that may be purchased directly from TeamCME through its website at www.teamcme.com.
- 1.8 **Professional Services** means any type of professional services that may be lawfully rendered only pursuant to a license, certification, or registration authorized by a State's laws.

- 1.9 Services** shall be defined in **Schedule A**, which lists the occupational testing services OccMed Providers offer and are advertised by TeamCME through TeamCME's Network.
- 1.10 TeamCME Member** means a person who has applied to be part of the TeamCME Network and has been accepted by TeamCME as a member.
- 1.11 TeamCME National Clients** means companies with employees who need the Services who have contracted directly with TeamCME to manage the billing of the Services provided by OccMed Providers.
- 1.12 TeamCME Network** means the nationwide network of clinics and medical providers who claim to be certified to provide Services which can be found at www.teamcme.com and on TeamCME's applications for Apple iOS devices and Android devices.
- 2. TERM AND TERMINATION.** The term of this Agreement shall begin on the Effective Date. This Agreement shall continue in effect for an initial term of one month following the Effective Date, unless earlier terminated as provided in **Sections 2.1, 2.2** and **2.3**. After the initial term and if not earlier terminated, this Agreement shall automatically renew for successive one-year terms.
- 2.1 No-Cause Termination.** Both parties may terminate this Agreement for any reason or no reason upon 14 days' written notice.
- 2.2 Non-Payment Termination.** If Provider is late making a payment as stated in **Section 6.3**, TeamCME may terminate this Agreement upon emailing a notice to Provider.
- 2.3 Increased Monthly Membership Fee Termination.** If TeamCME chooses to increase the Monthly Membership Fee and notifies Provider of the increase, the Provider may terminate this Agreement within 30 days of receiving the notice of the increase, and TeamCME shall not charge Provider for the next month's Monthly Membership Fee.
- 2.4 Effect of Termination.** If either party terminates this Agreement, Provider must still pay for the Network Services provided through the date of termination.
- 2.5 Rights Upon Termination.** Upon the termination of this Agreement, all rights and obligations of the parties will cease, except for (a) those rights

and obligations that accrued and remained unsatisfied prior to the termination of this Agreement; (b) those rights and obligations that expressly survive termination of this Agreement; and (c) the rights and obligations arising as a result of a breach of this Agreement.

3. NETWORK SERVICES. TeamCME shall provide the following Network Services to Provider:

3.1 Billing Services. When TeamCME National Clients utilizes Services from Provider, TeamCME shall provide a portal through www.teamcme.com which Provider shall use to invoice TeamCME for such Services.

3.2 TeamCME Network. Company shall provide the TeamCME Network for Provider to utilize for marketing Services to potential patients.

3.3 Educational Resource. TeamCME shall provide to Provider an educational resource regarding the Services. Provider can place a telephone call to 541-276-6032 to access this resource. If TeamCME changes this phone number, the new phone number shall be on www.teamcme.com.

3.4 Online Store. TeamCME has an online store through its website at www.teamcme.com (**Online Store**). TeamCME may choose to terminate its Online Store or change what is offered in its Online Store at any time, without notice, and in TeamCME's sole discretion.

3.5 Monthly Membership Fee. TeamCME shall post the Monthly Membership Fee on www.teamcme.com. If TeamCME increases the Monthly Membership Fee, it shall email a notification to Provider. Provider shall have 30 days to decide to either terminate this Agreement or pay the increased Monthly Membership Fee. Provider may terminate the Agreement according to **Section 2.3**. If Provider does not terminate the Agreement within 30 days of receiving notice, he or she shall pay the increased Monthly Membership Fee.

4. LIMITATIONS OF NETWORK SERVICES.

4.1 OccMed Providers.

4.1.1 TeamCME does not have any control over how Provider performs Professional Services or Services.

4.1.2 TeamCME shall not provide any Professional Services. Only Provider or OccMed Providers shall provide Professional Services.

4.1.3 TeamCME and Provider are not in business together, meaning there is no partnership, joint venture, or agency relationship between them. Neither TeamCME nor Provider have the authority to bind each other in a contract or make any agreements or representations on each other's behalf.

4.1.4 Provider determines his or her availability and ability to provide Services to persons seeking such Services and may choose not to provide Services to persons, in his or her sole discretion.

4.2 No Vetting of OccMed Providers. The TeamCME Network consists of people who claim to be medical providers with the appropriate licensure and certifications to be able to provide the Services in accordance with all laws and regulations. TeamCME does not verify any of the information, including licensure or certification.

4.3 Medical Records. TeamCME shall not keep any medical records of Services and Professional Services provided by Provider. All documentation of the Services, aside from invoices and the information needed to create the invoices, shall be maintained by Provider.

5. MEMBER BENEFITS. TeamCME may provide its TeamCME Members with benefits (**Member Benefits**). These benefits may be terminated or changed at any time, without notice, in TeamCME's sole discretion. The Member Benefits may be listed on the "Member Benefit" webpage on www.teamcme.com. However, the Member Benefits listed on www.teamcme.com may be out of date and if the Provider wants a list of current Member Benefits, the Provider shall contact TeamCME by telephone call.

6. PROVIDER'S RESPONSIBILITIES OR COVENANTS. As of the Effective Date and throughout the term of this Agreement, Provider's duties shall include:

6.1 Application. The Provider shall completely and accurately fill out the TeamCME application (**Application**) for membership on www.teamcme.com.

6.2 Selected Services and Fee Schedule. Provider must choose which Services he or she wants listed on the TeamCME Network by selecting

such Services on the Application (**Selected Services**). The Provider shall update his or her Selected Services and the prices the Provider charges for the Selected Services (**Fee Schedule**) by updating this information on www.teamcme.com in the member center.

6.3 **Payment.**

6.3.1 *Credit Card Information.* Provider shall provide accurate credit card information to TeamCME for TeamCME to keep and use for payments (**CC on File**). The CC on File will first be provided with the Application, and Provider shall notify TeamCME of any changes or update the CC on File using TeamCME's portal through www.teamcme.com.

6.3.2 *Payment Due at Purchase.* For Online Store Purchases and for in-person trainings offered by TeamCME, Provider shall pay TeamCME at the time of purchase with the CC on File.

6.3.3 *TeleSensiCardiac.* If Provider chooses to use or purchase TeleSensiCardiac software and services, Provider shall make any payments for TeleSensiCardiac directly to TeleSensiCardiac.

6.3.4 *Monthly Payment.* Other than the items stated in **Sections 6.3.2 and 6.3.3**, Provider shall pay TeamCME monthly for the Network Services and any other services provided by TeamCME for which Provider is emailed an invoice with the CC on File. This monthly payment shall be an automatic monthly payment from the CC on File and TeamCME shall email a receipt to Provider.

6.3.5 *No Setoff.* The Provider shall not setoff amounts owed to TeamCME by amounts Provider claims are owed by TeamCME to Provider.

6.4 **TeamCME National Clients.** If Provider chooses to provide Services to the employees of TeamCME National Clients, Provider shall use TeamCME's National Billing Portal on www.teamcme.com to accurately invoice TeamCME for such Services and shall include all information requested by TeamCME. Provider shall not charge TeamCME more than his or her usual and customary charge for Services.

6.5 **Compliance with Law.** It is Provider's sole responsibility to comply with all relevant federal and state statutes, laws, rules, regulations, and ordinances applicable to the Services.

- 6.6 Professional Liability Insurance.** Provider shall maintain professional liability insurance for Provider and all OccMed Providers who provide Services with Provider at Provider's clinic location(s).
- 6.7 Medical Records.** Provider shall keep and maintain patient medical records in connection with the Services in accordance with all applicable State and Federal laws and regulations.
- 6.8 Licenses and Certifications.** Provider shall keep and maintain the licenses, certifications or registrations required by State or Federal law or regulation to provide the Selected Services.
- 7. TEAMCME RESPONSIBILITIES OR COVENANTS.** As of the Effective Date and throughout the term of this Agreement, Provider's duties shall include:
- 7.1 Applications for the TeamCME Network.** TeamCME shall review Provider's Application and shall decide, in its sole discretion, whether to accept Provider as a member of the TeamCME Network (**TeamCME Member**). TeamCME shall notify the Provider of its decision via email.
- 7.2 TeamCME National Clients.**
- 7.2.1 Letter.** TeamCME shall provide a letter to its TeamCME National Clients that shall state that the company is a TeamCME National Client, and that OccMed Providers shall invoice TeamCME directly for Services provided to employees of TeamCME National Clients. TeamCME shall require its TeamCME National Clients to provide this letter with the employee's name to the OccMed Provider.
- 7.2.2 Payment.** TeamCME shall pay Provider for accurate and complete invoices submitted through the National Billing Portal at www.teamcme.com within 30 days of the submittal. TeamCME shall pay Provider his or her usual and customary charges for Services, which are fair market value. TeamCME does not receive any discounts or commissions from Provider and does not engage in any fee-splitting with the Provider.
- 8. REPRESENTATIONS AND WARRANTIES.**
- 8.1 Provider's Representations and Warranties.**
- 8.1.1 Licenses and Certifications.** Provider represents and warrants that he or she has the applicable licenses, certifications, or registrations

legally required by State and Federal law to provide the Services the Provider notifies TeamCME to list in TeamCME's Network.

8.1.2 *Information in Application Correct.* Provider represents and warrants that the information provided in his or her TeamCME Application is correct.

8.1.3 *Authority.* The person signing below on behalf of Provider represents and warrants that he or she is signing with complete authority to enter into a binding agreement on behalf of Provider concerning the matters contained in this Agreement.

8.2 TeamCME's Representations and Warranties.

8.2.1 *Accreditation or Certification.* TeamCME represents and warrants that if accreditation, certification, or licensure is required to provide the type of training TeamCME offers to Provider, TeamCME has the appropriate accreditation, certification, or licensure.

8.2.2 *Authority.* The person signing below on behalf of TeamCME represents and warrants that he or she is signing with complete authority to enter into a binding agreement on behalf of TeamCME concerning the matters contained in this Agreement.

8.2.3 *No Other Representations or Warranties.* Other than the representations and warranties stated in **Sections 8.2.1 and 8.2.2**, TeamCME makes no warranties and expressly disclaims and excludes all warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, or any warranties that may have arisen or may arise from course of performance, course of dealing or usage of trade.

9. NONEXCLUSIVE NETWORK SERVICES. Provider may participate in any network similar to the TeamCME Network during the term of this Agreement and afterwards.

10. TEAMCME LIABILITY LIMITATIONS.

10.1 TeamCME shall not be liable for any loss, damage, or claim arising out of (a) Professional Services, or (b) Services, or (c) relying upon the TeamCME Network.

10.2 TEAMCME IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR ANY INJURY TO PROVIDER OR ANY THIRD PARTY OR PROPERTY CAUSED BY: THE NETWORK SERVICES; MEMBER BENEFITS; ONLINE STORE PURCHASES; TRAINING; OR TEAMCME NATIONAL CLIENTS OR THEIR EMPLOYEES OR AFFILIATES.

10.3 Standard of Care. Excluding the liability limitations listed in **Sections 10.1 and 10.2**, TeamCME shall not be liable for any loss, damage, or claim arising out of this Agreement, so long as such action or omission does not constitute gross negligence, fraud, or willful misconduct by TeamCME.

11. REMEDIES.

11.1 Limitations on Provider Remedies. Provider's remedies arising from this Agreement, whether in contract, in tort, or otherwise, shall not exceed the Max Remedy. The **Max Remedy** shall be (a) minus (b), where (a) is the total amount Provider has paid to TeamCME under this Agreement for the previous six months, and (b) is the amount paid by TeamCME for the equipment and supplies purchased by Provider for the previous six months.

11.2 Provider Indemnification. Provider shall indemnify and defend TeamCME and its respective officers, agents, employees, and affiliates ("TeamCME Indemnified Persons") against any and all liability, loss, damage, claim or expenses of any kind and of whatever nature, including all costs and attorney fees, arising out of (a) the performance of this Agreement and for which Provider is responsible, or (b) claims or occurrences relating to or resulting from any event that occurs following the termination of this Agreement, or (c) claims or occurrences relating to or resulting from Provider or any affiliate of Provider providing Services or Professional Services. Indemnification is a non-exclusive remedy for TeamCME. TeamCME shall control its own defense. This **Section 11.2** shall survive termination of this Agreement.

11.3 Cumulative Remedies. Subject to the limitations in **Section 10**, the rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

12. GENERAL PROVISIONS.

- 12.1 Limitations on Invoices and Payments.** Neither party shall seek a refund, correction, adjustment, or additional payment related to any overpayment, underpayment, or nonpayment of Services more than 180 days after the date the Services were received or said to have been received.
- 12.2 Intellectual Property.** TeamCME’s intellectual property, including the TeamCME Network, www.teamcme.com, and the TeamCME logo remain the property of TeamCME and Provider may not use in any way outside of the terms of this Agreement without the prior written consent of TeamCME. However, Provider may use TeamCME’s logo to inform employees, independent contractors, customers, etc. of Provider’s use of the TeamCME Network.
- 12.3 Amendments in Writing.** This Agreement may be amended only by a written instrument executed by authorized representatives of both parties.
- 12.4 Notices.** Emailed notices to Provider shall be sent to the email address stated in the Application.

All other notices shall be mailed via the United States Post Office, United Parcel Service, or Federal Express. The notice shall be considered delivered three days after it was mailed. The notices shall be sent, unless either party notifies the other of an updated address, to:

Company:

TeamCME, LLC
509 SW Frazer Ave.
Pendleton, OR 97801

Provider:

The mailing address stated
in the Application.

- 12.5 Entire Agreement.** This Agreement and the Application represents the entire agreement between the parties and supersedes all prior agreements, whether written or oral, between the parties.
- 12.6 Waivers.** Neither party shall be deemed by any act or omission to have waived any of its rights or remedies unless such waiver is in writing and signed by the waiving party, and then only to the extent specifically stated in writing.
- 12.7 Judicial Reformation and Severability.** If any provision or portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, then such provision shall be first judicially

reformed to become enforceable to the maximum extent permitted by law. Reformation shall not void the Agreement and the other provisions shall remain in full force and effect and shall not be affected by the reformed provision. If any provision cannot be judicially reformed, it shall be severed from this Agreement and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

- 12.8 Governing Law, Jurisdiction, and Venue.** This Agreement shall be interpreted under and governed by the laws of the State of Washington. The venue of any claim shall be brought in the appropriate court closest to Richland, Washington. This **Section 12.8** shall survive the termination of this Agreement.
- 12.9 Parties Bound and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties. Neither party may assign or otherwise transfer its interest under this Agreement without written consent of the other party.
- 12.10 Counterparts and Electronic Signatures.** This Agreement may be executed in two or more counterparts (including electronic or PDF files), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Further, the words “execution,” “signed,” “signature,” and words of like import shall include electronic signatures, and shall have the same legal effect, validity or enforceability as a manually executed signature.
- 12.11 Joint Authorship.** This Agreement is a product of the negotiation of both parties. For convenience, it has been drafted by one of the parties. This Agreement shall not be construed in favor of, or against, either party.
- 12.12 No Third Party Beneficiaries.** This Agreement is not intended to benefit and shall not benefit, any person or entity other than Company and Provider, except as expressly indicated in this Agreement.
- 12.13 Setoff Permitted.** Notwithstanding anything to the contrary in this Agreement, and without any prejudice to any other right or remedy it has or may have, Company may, with contemporaneous notice to Provider, set off or recoup any liability Company owes to Provider against any liability for which Company determines in good faith Provider is liable to, whether either liability is matured or unmatured or arises under this Agreement.

12.14 Attorney's Fees and Costs. The prevailing party to an enforcement action or dispute arising under or related to this Agreement shall be entitled to reasonable attorney's fees and costs incurred by the prevailing party, in addition to any other relief to which they may be entitled.

12.15 United States Limitation. All services, including the Network Services, the Android and iOS applications, and www.teamcme.com shall be limited solely to the United States. Provider shall not utilize the services outside the United States.

12.16 HIPAA. If Provider is a Covered Entity, then TeamCME shall be a Business Associate, where both Covered Entity and Business Associate are defined in 45 C.F.R. §160.103. If Provider is a Covered Entity, then the Business Associate Agreement in **Schedule B** shall apply.

To evidence the parties' agreement to this Agreement, each party has executed and delivered it on the date indicated under that party's signature.

COMPANY:

TeamCME, LLC

By: _____
Michael Megehee, President

Date: _____

PROVIDER:

[Enter legal name of the Provider here]

Printed Name: _____

Date: _____

SCHEDULE A

List of Services

Description

CMV Driver Medical Exam

DOT Breath Alcohol Test
with Confirmation

DOT Drug Test with MRO Review

DOT Drug Test Collection Only

School Bus Driver Medical Exam

Merchant Mariner Medical Exam

FAA BasicMed Medical Exam