

SERVICE AGREEMENT

THIS AGREEMENT, is entered into and effective on this _____ day of _____ 20__ by and between OptiMed Health Partners LLC (“OptiMed”), a Michigan corporation, and the _____ Group (“Client”), a _____, (each a “Party” and collectively the “Parties”).

WHEREAS, OptiMed is a licensed healthcare organization that provides numerous services including pharmaceutical medications and pharmacy services, durable medical equipment and supplies, infusible and injected drugs and correlating administrative nursing services, and cost containment solutions and clinical offerings to support mitigating high-cost services across medical and pharmacy benefits; and

WHEREAS, Client has relationships with individuals located within the United States for whom it provides covered medical and pharmacy benefits; and

WHEREAS, Client desires to engage OptiMed to render designated services to their Covered Persons (as defined herein); and

WHEREAS, OptiMed has the experience and expertise in providing the Covered Services and Programs (each as defined herein); and

WHEREAS, both Parties have agreed to accept the terms and conditions for the delivery of Covered Services in accordance with this Agreement or any Exhibit(s) or Amendment(s) hereto.

NOW, THEREFORE, in consideration of the terms set forth in this Agreement, the Parties agree as follows:

1. DEFINITIONS

- 1.1. **Clean Prescription** means a legal prescription, for a Covered Person, from a licensed healthcare provider for available product(s) and/or Service(s). Prescriptions shall be deemed clean if it has no defect, impropriety, ambiguity, lack of any required substantiating documentation, or circumstance requiring OptiMed to obtain additional information from the prescriber or another third-party.
- 1.2. **Clean Claim** means a claim, or invoice, which has no defect, impropriety or special circumstance, including incomplete documentation that delays timely payment. It is complete, legible and accurate submitted for processing and to generate reimbursement for Covered Services.
- 1.3. **Confidential Information** means all information that is confidential, protected by applicable laws or legal duties relating to privacy protection, the subject of a duty of a nondisclosure, or is proprietary to the originating Party and any and all information of OptiMed or Client that is not generally known by others with whom they compete or do business, or with whom they plan to compete or do business, and any and all information the disclosure of which would otherwise be adverse to the interest of OptiMed or the Client, or their affiliates. Confidential Information includes, without limitation, such information relating to (i) the products, services or programs offered by either company or their affiliates, (ii) costs, sources, financial performance and strategic plans of either company or their affiliates, (iii) the people and organizations with whom either Party and its affiliates have business relationships and those relationships, (iv) all Protected Health Information (PHI) as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) detailing regulations on patient privacy, confidentiality, security, transactions and unique identifiers, including 45 C.F.R. parts 142 and 160-164 (the “HIPAA Regulations”), and (v) patient profiles,

benefits, and pricing information on invoices and reports. Any and all information with the aforementioned content will be Confidential Information regardless of the format in which it is provided, including but not limited to verbal, facsimile transmission, electronic, or written.

- 1.4. **Covered Services** means the designated services requested, herein or otherwise, by the Client to be performed by OptiMed. This include offerings for pharmaceutical medications and pharmacy services, durable medical equipment and supplies, infusible or injected drugs and correlating nursing services, pre-certification or prior-authorization support, and cost containment programs such as external assistance and funding for covered services, all of which OptiMed is able to provide as designated by the Client and that a Covered Person is entitled to receive under their medical and/or pharmaceutical benefits.
- 1.5. **Covered Persons** means any person who is identified by Client as eligible to receive medical and pharmaceutical services.
- 1.6. **Plan Sponsor** means the designated party, usually an employer, union, or company that sets up and sponsors the healthcare plan, including medical and pharmaceutical services for the organization's employees or Covered Persons. For further clarification, in this instance the Plan Sponsor is the Client.
- 1.7. **Provider Policies** means OptiMed's policies and procedures, whether administrative or professional, regulating the provision of Covered Services to its patients or clients, including Covered Person(s).
- 1.8. **Plan Administrator** means the designated party, usually a third-party administrator that processes insurance claims or certain aspects of employee benefit plans for the Plan Sponsor.
- 1.9. **Plan Design** means the selected offerings elected by a particular Plan Sponsor, and/or through an authorized representative such as the Plan Sponsor's contracted agent or broker, or Plan Administrator. For further clarification, OptiMed is being contracted to provide the Covered Services as requested and determined by the Plan Sponsor, or their authorized representative(s), and OptiMed has no ownership, nor the authority to create, direct, or determine plan design.
- 1.10. **Programs** mean the specific programs of OptiMed to be offered to Client and their Plan Sponsors pursuant to this Agreement including, but not limited to, clinical support offerings and cost-containment solutions.
- 1.11. **Brand** means a drug approved by the U.S. Food and Drug Administration ("FDA") under a new drug application and protected by patent and which has a Brand Name Code ("BNC") classification of "T" or "Trademarked Brand" excluding a "Trademarked Brand" with a generic interchangeable equivalent within the most current version of the Medi-Span database or other nationally recognized source.

2. ENGAGEMENT; FIRST RIGHT

- 2.1 **Engagement.** Client hereby engages OptiMed as a preferred supplier of Programs and Covered Services for Covered Persons during the Term, and on the term and conditions set forth in this Agreement, and OptiMed hereby accepts such engagement.
- 2.2 **Opportunity.** During the Term, Client shall offer the Covered Services and Programs through OptiMed, and shall make available to OptiMed the opportunity to service Covered Person(s) as a preferred vendor with the ability to meet competitive reimbursement for Covered Person(s), prior to utilizing another vendor when appropriate. To further clarify, this is to provide continuity of care for Covered Person(s) on treatment, or receiving services through OptiMed, and is intended for circumstances that meet the following criteria;

a) Client has determined Covered Person(s) would benefit from OptiMed's services, b) OptiMed is able to perform services c) OptiMed has provided competitive billing avenues for services. This does not limit the Client from working with vendors on solutions that are outside of OptiMed's scope of services, or in which OptiMed cannot produce competitive avenues.

3. OPTIMED OBLIGATIONS

- 3.1. **Standard of Performance.** OptiMed shall make available and provide the Programs to Covered Persons for any Covered Services in accordance with this Agreement, and shall use commercially reasonable efforts to Process all Clean Prescriptions in a timely manner. "Process" means the entry, fulfillment and shipping of applicable product(s). Notwithstanding the foregoing, Client acknowledges that if OptiMed is missing necessary information, or shipping delays or other circumstances outside of OptiMed's control, occur there may be reasonable delay in the provision of the Covered Services. OptiMed shall provide the Covered Services with a reasonable standard of care and in any event no less than the standard of care necessary to meet or exceed the standards of care, established by accreditors, or state or federal agencies. OptiMed shall provide Client with a single point of contact at OptiMed with respect to the Covered Services, including direct phone, fax and e-mail address.
- 3.2. **Compliance with Laws and Other Requirements.** Both Parties shall comply with all applicable state and federal laws, regulations, rules, and other requirements applicable to the provision of Covered Services and Programs under this Agreement, including without limitation, all necessary licensure and certification which shall be valid, unrestricted, and unconditional to provide Covered Services and Programs under this Agreement.
- 3.3. **No Exclusions; Entities or Persons.** Neither OptiMed, nor any member of its workforce, is presently, nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any state or federal health care program and to OptiMed's knowledge, there are no pending or threatened governmental investigations that may lead to same.
- 3.4. **Non-Discrimination.** OptiMed will not differentiate or discriminate in its provision of Covered Services or Programs under this Agreement on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, or health status, and shall assure that if a patient has disabilities, as defined by the Americans With Disabilities Act, such patients are provided with the assistance necessary to effectively communicate with OptiMed's workforce.
- 3.5. **Reporting; Change of Information.** OptiMed will use its best efforts to notify Client at least thirty (30) calendar days prior to any change in OptiMed's physical location(s), mailing address, business telephone number, office hours, or ownership.
- 3.6. **Verification of Prescription.** OptiMed shall verify that each prescription is issued by a health care professional who is authorized to prescribe the Covered Service or Program.
- 3.7. **Physical Control.** Both Parties agree that OptiMed will maintain the recommended and necessary physical controls for Covered Medication(s), as defined by the manufacturer of Covered Medication(s). Additionally, both Parties agree that OptiMed is not liable for the Covered Medication(s), and any supplies once outside of OptiMed's physical control. In the event the required physical controls are not met outside of OptiMed's control, OptiMed will assist the Client in identifying any programs or aid to offset or replace the lost product and any supplies. However, the Client agrees that they are financially

responsible for the related costs, or invoices incurred for Services detailed within this Agreement.

- 3.8. **Medical Records.** Subject to the consent of the patient and applicable laws relating to privacy, OptiMed shall make available all medical records of Covered Persons to Client's personnel or designees, state or federal regulators, representatives of credentialing or accrediting organizations for quality management review, claims review, and for purposes of reviewing compliance with the terms and provisions of this Agreement; provided, however, that Client shall be responsible for obtaining patient consent for the release of medical records as required by this Agreement. Further, OptiMed shall retain, during the term of this Agreement and for a minimum of one (1) year thereafter, copies of all Prescription and Transaction Records for Covered Services provided to Covered Persons under this Agreement. "**Prescription and Transaction Records**" include, without limitation, prescriptions received, and invoices prepared by OptiMed in the course of providing the Covered Services. OptiMed shall provide the Client copies of such record upon fifteen (15) days advanced written notice.
- 3.9. **Liability Insurance.** During the Term and for three (3) years thereafter, OptiMed shall maintain all necessary liability insurance applicable to the Covered Services and Programs, including workers' compensation, general liability, and professional liability. OptiMed shall provide Client with written evidence of such insurance within fifteen (15) days of request.

4. CLIENT OBLIGATIONS

- 4.1 **Redirect Services.** Client warrants and represents that it is currently, and for the duration of this Agreement will remain the authorized authority to redirect services for medical and pharmaceutical benefits and their correlating claims or invoicing.
- 4.2 **Preferred Vendor.** The Client agrees to offer OptiMed's Covered Services and Programs as a preferred vendor for the term of this Agreement. During the Term of this Agreement Client will not pursue the creation of, or partnership with, competitive service offerings in which OptiMed is not offered the opportunity (as defined in Section 2.2) for services and the intellectual properties of OptiMed's offerings are utilized without signed consent.
- 4.3 **Service Awareness; Use of Name.** Client will use its reasonable best efforts to make available the Covered Services and Programs and provide Covered Person(s) with information necessary to the Covered Services and related services that OptiMed is suitable to provide. Additionally, OptiMed agrees that the Client may use its name, address(es) and telephone number(s) in any roster of participating vendors published by Client so long as this Agreement is in effect.
- 4.4 **Clinical Reviews.** Client understands and warrants that when they assign any clinical review services, such as prior authorization and/or pre-certification services, to OptiMed, OptiMed will use their clinical criteria and/or therapeutic guidelines to support coverage determinations of therapies being requested. If this is not desired by the Client, Client will need to elect a third party, such as a plan administrator or a utilization review organization, to conduct an external review and then forward appropriate case needs to OptiMed via an approved referral process.
- 4.5 **CAA Reporting.** Client understands and warrants that they are the responsible entity to complete any data submissions associated with their plan, to entities such as Centers for Medicare & Medicaid Services ("CMS") for the reporting requirements surrounding RxDC. Upon request, OptiMed will share available invoice and/or claims level details reporting to support Client with OptiMed's associated program costs.

However, OptiMed is not able to assist in the review, customization, or submission process of their plan's data, to a third party, such as CMS.

- 4.6 **Confirmation of Eligibility and Benefits.** Client shall facilitate, possibly through a Plan Administrator, a compiled and maintained record of Covered Person(s) enrolled in the benefit offering ("Eligibility File"). The Eligibility File must meet OptiMed's requirements and is to be provided to OptiMed on a regularly reoccurring basis. The initial Eligibility File will need to be provided at least thirty (30) days prior to the program's effective date in order to ensure file testing. Both Parties agree that OptiMed is not responsible for the interpretation, integrity or accuracy of any data, or lack thereof, within the Eligibility File and Client is responsible for any Covered Services rendered from information pertaining to the provided Eligibility File. In instances in which an eligibility file is not obtainable or transferable between the Parties, Client acknowledges they are responsible for and agrees to notify OptiMed of any changes in a Covered Person(s) ability to receive Covered Services.
- 4.7 **Guarantee of Payment.** Client shall provide timely compensation to OptiMed for its provision of Covered Services pursuant to and in accordance with this Agreement.

5. COMPENSATION & CUSTOM REQUESTS

- 5.1. **Invoice Submission.** To facilitate payment for Covered Services, OptiMed shall submit a detailed invoice to Client through an email, fax, mail, or other designated mechanism acceptable to the Parties for all Programs and Covered Services provided to Covered Persons under this Agreement. OptiMed will invoice on the following billing cycle; services rendered between the 1st through the 15th on one invoice and services rendered within the 16th through the end of the month on a separate, second invoice. For further clarification, Covered Services are billable and will be included on the invoice for Client once the physical inventory (examples include but are not limited to medications, supplies, medical equipment etc.) is distributed and are no longer in OptiMed's physical control. Additionally, when applicable, any billable nursing services will be invoiced to the client to coincide with the medication, supplies and other billable services.
- 5.2. **Payment Terms.** Client shall pay, via EFT/ACH, credit card, or if elected auto-debit, OptiMed all amounts due for Covered Services provided to Covered Persons within thirty (30) days of receipt of invoice. Client understands and warrants that payments not received with forty-five (45) days of invoice the charge may incur interest at an annual rate of twelve percent (12%) subsequent after day forty-five (45). If payments are not received within ninety (90) days from receipt of invoice OptiMed may require Client to render payments immediately or Covered Services may be stopped until payments are received. Additionally, if delinquent or inaccurate (over or under payments) are occurring OptiMed may require Client to select from one of the two options detailed below:
- a) place a form of payment such as a credit card or debit authorization from a banking account on file (that can be processed by OptiMed).
 - b) pre-pay for services.
- 5.3. **Credit Card or Third-Party Processing.** If the Client wishes to utilize a credit card, or a third party to facilitate processing payments, any fees incurred for this service will be the sole responsibility of the Client.
- 5.4. **Custom Requests.** If the Client desires any customized reports or deliverables including, but not limited to, account setup, invoicing, or report packages both Parties agree that OptiMed will require advance written notice of the request detailing the specific ask. OptiMed will review the ability to support the request(s), and if operationally feasible OptiMed will provide Client with anticipated costs to support the custom

request, when applicable. Both Parties agree that a written correspondence approving this by Client will be considered an approval of the work and associated costs for the request. For additional clarity, emails shall be deemed as an approved method of written correspondence as it relates to this section.

- 5.5. **Installation Support.** By executing this Agreement, Client agrees that any support services and time spent by OptiMed's staff will become billable to the Client in the event any of the following occurs; a) Client does not proceed with the program's go live, b) Client wishes to terminate this Agreement prior to Covered Services being rendered, or c) Client, or their delegated administrators, delays the launch of the program more than thirty (30) days past the agreed upon program go live. For further clarification, OptiMed does not charge for installation support of their programs, except for when the Client places custom requests, or pursues the actions outlined in this Section.

6. CONFIDENTIALITY, PRIVACY, AND SECURITY

- 6.1. **Confidentiality.** Both Parties agree and shall maintain the confidentiality of any confidential or proprietary information of the other Party, including, but not limited to, patient profiles, benefits, pricing information, process flows, information disclosed on invoices and reports supplied by either Party, or any other information designated as confidential or proprietary by the disclosing party (collectively, "Confidential Information"). If a Party is compelled by law to disclose Confidential Information of the other Party, and/or terms of this Agreement, the disclosing party will use reasonable efforts to provide written notice to the other Party prior to making such disclosure.
- 6.2. **Confidentiality of Program Member Health Information.** The Parties shall maintain the confidentiality of health information relating to Covered Person(s) in accordance with any applicable laws and regulations. Each of the Parties understands and agrees that this Agreement and certain information which may be exchanged hereunder is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"), the requirements of Division A, Title XIII of the American Recovery and Reinvestment Act of 2009, subtitled the Health Information Technology for Economic and Clinical Health Act, Pub. L. No. 111-005 ("HITECH Act"), and their implementing regulations including, but not limited to, 45 C.F.R. Parts 160, 162 and 164, as amended. To the extent applicable, the Parties agree to comply with HIPAA, the HITECH Act and their implementing regulations.

7. INTELLECTUAL PROPERTY

- 7.1. **Intellectual Property.** OptiMed owns or licenses and will retain all rights, title, and interest in the intellectual property in the items, Programs, and Covered Services that OptiMed provides under this Agreement, including without limitation, trademarks, text, graphics, audio, images, photographs, illustrations, designs, ideas, processes, methodologies, forms and formats, materials, software code, Internet domain names, arrangement of content, distinctive and original layout and presentation of pages, aggregated data and reports, and any derivative works or enhancements to any of the foregoing related thereto ("OptiMed Intellectual Property").
- 7.2. **Limited License.** OptiMed grants Client a limited, non-exclusive, non-transferable, non-sublicensable license to use, reproduce, or rebrand the OptiMed Intellectual Property during the Term solely to design, build, sell and manage Client's current or prospective Covered Persons. Without limiting the foregoing, in no event shall the Client have the right to sub-license the Programs or Covered Services owned and performed by OptiMed. As part of this limited license, OptiMed agrees that during the Term, the Client may use its name, addresses and telephone numbers in any roster of participating vendors published by Client.

- 7.3. **Aggregated Data.** Notwithstanding any provision in this Agreement to the contrary, OptiMed may use general and aggregated information derived from the data provided to OptiMed from Client and all claims data, so long as such information does not identify any individual and would not allow any individual to be identified using reasonable data processing and general industry knowledge and skills, and so long as such use complies with state and federal privacy.

8. TERM AND TERMINATION

- 8.1. **Term.** This Agreement shall commence on the Effective Date for a term of two (2) years (the "Term"). This Agreement shall automatically renew and the Term extended for successive one (1) year terms unless one Party gives written notice of non-renewal at least ninety (90) days prior to expiration of the then current Term.

- 8.2. **Termination.** The termination of this Agreement does not relieve either Party of any obligations accrued prior to the termination of this agreement and shall remain due following any termination. This Agreement may be terminated as follows:

- a) **Mutual Agreement.** This Agreement may be terminated immediately at any time upon signed mutual agreement of the Parties. If Client initiates an early termination, via Mutual Agreement and within the initial Term above, Client agrees that they will be responsible for an early termination fee of \$3,000 to OptiMed.
- b) **Breach Default With Cure Period.** Either Party may terminate this Agreement upon a material default by the other Party, where the defaulting Party has been given written notice of its default and has failed to correct such default within thirty (30) days after receipt of such notice. Termination pursuant to this subsection shall be effective at the expiration of the thirty (30) day cure period.
- c) **Termination or Modification in the Event of Government Action.** In the event of any Government Action (as defined below), the Parties shall, within ten (10) days after one Party gives written notification of such Government Action to the other Party, meet and confer and negotiate in good faith to attempt to amend the Agreement to comply with the Government Action. If the Parties are unable to agree upon the amendments necessary to comply with the Government Action within the ten (10) days, the Agreement shall automatically terminate. Alternatively, if either Party determines in good faith that compliance with the Government Action is impossible or infeasible, termination shall be effective upon notice.

For the purposes of this Section, "Government Action" shall mean any legislation, statute, law, regulation, rule, or procedure passed, adopted, or implemented by any federal, state, or local government or legislative body, Sponsor, or any private agency, or any decision, finding, interpretation, or action by any governmental or private entity or agency or court that could reasonably be expected to result in or present a material risk.

- d) **Termination on Bankruptcy.** In the event either Party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act or has any such petition filed against it which is not discharged within thirty (30) days of the filing thereof, then the other Party may terminate this Agreement effective immediately upon written notice to such Party.

- e) **Obligations Upon Termination.** Upon termination of this Agreement for any reason, Client shall immediately cease the utilization, marketing, publication or branding of the Covered Services and Programs. Client agrees to promptly return all materials, media, and other property, including all copies thereof, relating to OptiMed, its business, or its customers to OptiMed.
- f) **Survival.** The provisions of Sections 3.7, 3.8, 4.1, 10.2, 10.8, Article 5, Article 6, Article 8 and Article 9 shall survive any termination or expiration of this Agreement.

9. RESPONSIBILITY FOR OWN ACTS; INDEMNIFICATION; LIMITATION OF LIABILITY

- 9.1 **Responsibility for Own Acts.** The Parties will each be responsible for their own acts and omissions and are not responsible for the acts or omissions of the other. Any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any negligence or other tortious acts or omissions of a Party or that Party's employees, contractors, agents or representatives in the performance of or in connection with this Agreement are the responsibility of that Party. In the event that a claim is made against both Parties, it is the intent of both Parties to cooperate in the defense of the claim and to cause their insurers to do likewise. Both Parties, however, will have the right to take any and all actions they believe necessary to protect their interest. Nothing in this Section 9.1 impacts the Parties' respective indemnification rights or obligations under this Agreement. Additionally, nothing in this Agreement shall be construed as the Client waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law.
- 9.2 **Indemnification.** Notwithstanding Section 9.1, both Parties agree to indemnify, defend, and hold harmless each other, their affiliates, and their respective directors, officers, agents, employees, contractors, and representatives from and against any and all third-party actions, claims, proceedings, and demands (together, "**Claims**"), as well as all damages, judgments, settlements, fines, penalties, repayments, interest, taxes, injuries, liabilities, losses, costs, and expenses (including all reasonable attorneys' fees, costs of suit, and expert witness fees, including costs of appeal and enforcement of judgment) incurred as a result of those Claims (together, "**Losses**"), arising out of or in connection with: (i) its employees', contractors', agents', or representatives' negligent acts or omissions in connection with performing its obligations or exercising its rights under this Agreement; (ii) the breach of any representation, warranties, or certification made by either party in this Agreement; or (iii) either party's violation of or noncompliance with applicable law or regulation. Client understands and warrants that, as the Plan Sponsor, it has sole authority regarding the Plan Design as implemented under this Agreement. Client agrees to indemnify, defend, and hold harmless OptiMed regarding any Claims or Losses arising out of the Plan Design as implemented under this Agreement.
- 9.3 **Limitation of Liability.** In no event will either Party be liable under this Agreement for any special, indirect, exemplary, incidental, punitive, or consequential damages, including loss of profits, loss of revenues, loss of business, loss of data, and costs of procurement of substitute goods or services, whether based on breach of contract, warranty, tort, or otherwise, and whether or not such damages were foreseeable.

10. MISCELLANEOUS

- 10.1 **Waiver/Modification/Amendment.** No waiver of any obligation under this Agreement will be enforceable unless in a writing signed by the party against which enforcement is sought. No amendment or modification of this Agreement will be enforceable unless in a writing signed by both parties.

- 10.2 **Governing Law; Jurisdiction.** This Agreement shall be construed and enforced in accordance with the laws of Michigan, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of this Agreement or the transactions contemplated hereby shall be instituted in the state or federal courts located in the state in which the Party not bringing the action is located, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- 10.3 **Interruption of Service.** Each Party will be excused from any delay or failure in performance under this Agreement caused by reason of any occurrence or contingency beyond its control, including acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, weather and other acts of nature. The obligations and rights of the Party so excused will be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of the excused Party's obligations continues for period in excess of thirty (30) days, the other Party will have the right to terminate this Agreement upon ten (10) days' prior written notice to the excused Party.
- 10.4 **Independent Contractors.** The Parties agree that each Party is separate and an independent entity and is an independent contractor to the other. Neither party is the partner, agent, employee, or representative of the other, nor does one party have any direction or control over the manner in which the other party or its employees provide services to Covered Persons or perform other obligations under this Agreement.
- 10.5 **Severability; Interpretation.** If any provision of this Agreement is held to be invalid, void or otherwise unenforceable by court of competent jurisdiction or applicable state or federal law or their implementing regulations, the remaining provisions will continue in full force and effect and the provision declared invalid or void shall be amended in such a minimal manner necessary for it to then be legal and enforceable.
- 10.6 **Entire Agreement.** This Agreement, including all addendums and Exhibits, contain all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement. This Agreement supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. The headings in this Agreement are for convenience only and will not affect the construction or interpretation of this Agreement.
- 10.7 **Litigation Cooperation.** Each party will reasonably cooperate with the other party in furnishing information, testimony, and other assistance in connection with any litigation, audits, proceedings, or disputes relating to this Agreement or the services, other than proceedings or disputes between the parties to this Agreement.
- 10.8 **Notices.** Any notice to be given hereunder by any party to the other party will be deemed to have been given (a) if mailed, three (3) calendar days after being deposited in any general or branch office of the United States Postal Service, enclosed in a properly addressed registered or certified postage-paid envelope, provided that any notice of change of address will be effective only upon receipt, (b) if sent by facsimile transmission, when so sent and receipt acknowledged by an appropriate facsimile receipt, (c) if sent by courier, on the date of delivery confirmation; or, (d) if sent by other means, when actually received by the party to which such notice has been directed, in each case at the respective addresses or facsimile numbers below or such other address or number as such party may have been fixed by notice.

If to OptiMed:

OptiMed Health Partners
6480 Technology Ave, Suite A

Kalamazoo, MI 49009
Attn: Contracting Department
Phone: 269-250-8015
Fax: 269-250-8020

If to Client:

10.9 **Counterparts.** This Agreement may be signed and delivered electronically or by facsimile transmission in two or more counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers, duly authorized to do so, effective as of the date stated below.

OPTIMED HEALTH PARTNERS LLC

6480 Technology Ave, Suite A
Kalamazoo, MI 49009

OPTIMED HEALTH PARTNERS LLC

Signature: _____ Date: _____

Printed Name: _____

Title: _____

CLIENT NAME: _____

CLIENT ADDRESS: _____

CLIENT:

Signature: _____ Date: _____

Printed Name: _____

Title: _____