

SERVICES AGREEMENT

This Services Agreement (“**Agreement**”) is entered into as of _____ (the “**Effective Date**”) by _____ Cumberland County _____ (“**Client**”) and Telemedicine Group, DE LLC (“**Sigma**”). Client and Sigma may be referred to individually as a “**Party**” and collectively as the “**Parties.**” The Parties agree as follows:

1. **SIGMA’S SERVICES.** Sigma will perform the services as specified in **Exhibit A** (collectively, the “**Services**”).

2. BILLING, TAXES, AND INSURANCE

2.1. As consideration for the Services provided, Client shall pay Sigma fees in accordance with the fee schedule set forth in **Exhibit A (“Fee Schedule”)**. Unless otherwise provided in the Fee Schedule, Sigma will invoice Client for the Services provided, and Client shall pay Sigma’s invoices within thirty (30) days of receipt of invoice. Any late payment will be subject to an interest penalty of the lower of: (a) one percent (1.0%) per month or (b) the maximum rate permissible by law, until paid in full. Client shall complete the Account Set-up Form attached hereto as **Exhibit B** and provide other billing information requested by Sigma.

2.2. Client is responsible for payment of all taxes (including without limitation sales tax) imposed by any federal, state or local governmental entity on the transactions contemplated by this Agreement, excluding only Sigma’s income taxes.

2.3. Both Parties shall maintain at their sole cost and expense during the term of this Agreement adequate insurance customary to each Party’s operations. Each Party shall furnish to the other Party, at such Party’s request, certificates of insurance or other adequate evidence of coverage.

3. CLIENT’S OBLIGATIONS

3.1. Client shall (i) allow Sigma to conduct presentations and workshops to educate Client and its workforce regarding the services offered by Sigma; (ii) be responsible for providing, at no cost to Sigma, all equipment, facilities, supplies, utilities, including high-speed internet and telephone service, and other services as Sigma shall reasonably determine from time to time to be necessary for the performance of Services. Client shall consult and collaborate with Sigma with respect to operational needs related to equipment, facilities, supplies, utilities, and other services to be provided pursuant to this Section.

3.2. Sigma shall be solely responsible for ensuring that all required patient consents and/or acknowledgments are obtained and documented in accordance with best practices and applicable laws and shall inform Client immediately of all communications received from regulatory authorities, notices of claims or potential claims related to any Services, and forward any written communications related thereto to Client. Client shall immediately inform Sigma of all communications received from regulatory authorities, notices of claims or potential claims related to any Services provided by Sigma, and forward any written communications related thereto to Sigma.

4. **COLLABORATION.** Client will meet with Sigma from time to time as requested to collaborate and coordinate on the delivery of the Services.

5. QUALITY AND COMPLIANCE

- 5.1. Each Party shall comply with all applicable laws and regulations in effect.
- 5.2. Client agrees to maintain books, records and accounts relating to the receipt of the Services, and Sigma and its auditors shall be provided reasonable access to such books, records, and accounts and the right to perform a limited business review to verify compliance with this Agreement.
- 5.3. The Parties agree that it is not the intent or purpose of this Agreement, and no part of this Agreement shall be construed, to induce or encourage the referral of individuals to any particular health care provider for the furnishing or arranging for the furnishing of any health care item or service or ordering of any health care item or services. The Parties acknowledge that there is no requirement or any other agreement, explicit or implied, under this Agreement for a Party to refer individuals to any provider for health care items or services. Additionally, no payment made under this Agreement shall be in return for the referral of individuals in return for the purchasing, leasing, or ordering of any items or services from Sigma or any affiliates of Sigma. Neither Party will make payments or seek other remuneration under this Agreement which would be prohibited by law. It is the intent of the Parties to establish an independent business relationship which complies with applicable law. The compensation payable under this Agreement is based solely on the fair market value for the Services provided.
- 5.4. Nothing in these terms and conditions shall be construed as permitting Client to exercise control over the professional judgment or professional methods of Sigma and its professionals.

6. INTELLECTUAL PROPERTY

- 6.1. Sigma owns all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, and all other intellectual property rights of any sort throughout the world) in and to the Services and documentation and derivative works thereof. Any use by Client of Sigma's then-current names, marks, logos, and other identifiers for the Services (i) requires Sigma's prior written approval, (ii) shall comply with Sigma's standards and usage guidelines for such use, and (iii) shall cease upon expiration or termination of this Agreement.
- 6.2. Client agrees to comply with Sigma's branding guidelines with respect to the Services. Client shall not issue any press releases or similar public communication relating to this Agreement or the Services without the prior written approval of Sigma.
- 6.3. Client acknowledges on behalf of itself and its affiliates that Sigma and its affiliates possess certain existing intellectual property independently developed by Sigma and its affiliates and which relate to their business operations, including but not limited to proprietary methods and management tools to support the activities of such business operations, which shall remain the exclusive property of Sigma and its affiliates. The Parties agree that any improvements, modifications or developments to such intellectual property during the course of providing any Services shall be the exclusive property of Sigma and its affiliates.

6.4. Client acknowledges and agrees the Services and any other deliverables provided pursuant to this Agreement constitute part of Sigma's proprietary information, and except for any rights expressly granted herein, Client retains ownership of the Services and deliverables to the fullest extent permissible under applicable law. The Services and all other rights with respect to any intellectual property developed, delivered, or utilized by Sigma in connection with the Services is the exclusive property of Sigma and such intellectual property shall not be deemed to be "works made for hire." To the extent any of Sigma's or its affiliates' intellectual property is embodied or contained in any deliverables or work product hereunder, Sigma shall grant only grant a non-exclusive license to Client for the intended and ordinary use during the term of this Agreement, which use expressly excludes resale or distribution. Nothing herein shall cause or imply any sale, license, or other transfer of proprietary rights of or in any third-party software or materials from one party of this Agreement to the other.

CONFIDENTIALITY

7. 7.1. The Parties shall each take all reasonable efforts to ensure that this Agreement and any information related to the business, plans, technology, products or other information of the other Party acquired by virtue of this Agreement shall be kept confidential and shall not be disclosed or made use of except as necessary for the acquiring Party to perform its obligations under this Agreement. The provisions of this clause shall not apply to the extent that the information (i) is required to be used or disclosed to comply with applicable laws or regulations or with a court order, (ii) was in the public domain prior to its use or disclosure, (iii) was independently developed or discovered without use of the other Party's confidential information, or (iv) was revealed by a third party having no obligation of confidentiality with regard to the information.
- 7.2. The Parties shall protect the privacy of all patient health information in accordance with the Privacy and Security Rules promulgated under the Health Insurance Portability and Accountability Act ("HIPAA") as well as other applicable federal and state laws. A Party having knowledge of any unauthorized or improper uses or disclosures made while performing hereunder shall promptly report such unauthorized use or disclosure to the other Party.

8. DISCLAIMERS AND LIMIT OF LIABILITY

- 8.1. SIGMA DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT (I) THE RESULTS OF THE SERVICES SHALL BE FIT FOR ANY PARTICULAR PURPOSE, OR (II) THE SERVICES WILL PRODUCE A PARTICULAR RESULT OR BE 100% SUCCESSFUL OR ACCURATE.
- 8.2. In the event of any deficiently performed Services, Client's sole remedy against Sigma in such instance shall be for Sigma to re-perform the Services at its own cost, and Sigma's total liability to Client (whether for breach of contract, negligence or otherwise) with respect to the Services under the Agreement shall be limited to the revenue it received from Client during this Agreement. Except for damages arising out of willful or reckless conduct or a violation of applicable law, neither Party shall be liable to the other for indirect, incidental, consequential, exemplary or special damages, including without limitation damages for lost profit, regardless of the form of action, whether contract, warranty, strict liability or tort.

8.3. Client represents and warrants that, as of the Effective Date and during the term of this Agreement: (i) Client possesses and agrees to maintain all licenses, registrations and approvals necessary for its performance of this Agreement, and (ii) Client is not precluded by any contract or other obligation from entering into or performing under this Agreement.

9. TERM AND TERMINATION

9.1. The initial term of this Agreement commences on the Effective Date and terminates upon the completion of the Services or 10-31-2026, whichever occurs first.

9.2. Either Party may terminate this Agreement without cause upon sixty (60) days' prior written notice. A Party may terminate this Agreement upon providing the other Party written notice of breach of this Agreement by the other Party, if the other Party fails to cure the breach within fifteen (15) days of receiving the notice of breach. In the event of termination of this Agreement, all compensation for Services performed prior to the date of termination shall be payable to Sigma in accordance with this Agreement. All obligations of a Party set forth in this Agreement that by their nature continue beyond expiration, termination, or cancellation of this Agreement (including, without limitation, the warranties, indemnification obligations, confidentiality requirements and ownership and property rights) shall survive any such expiration, termination or cancellation shall survive this Agreement for any reason.

10. **NOTICES.** Any notices, demands or consents required or permitted under this Agreement ("**Notices**") shall be in writing in English, addressed as set forth below, and deemed effectively given: (a) upon personal delivery (with signature evidence of delivery); (b) upon delivery confirmation if sent by prepaid first class registered or certified mail (return receipt requested), or by an internationally-recognized express courier service (providing evidence of delivery); or (c) upon the date of transmission (or the next business day, if it is not a business day), if sent by facsimile or email.

If to Sigma: Telemedicine Group DE, LLC
P.O. Box 138204
Sacramento, CA 95813-8204

If to Client: Cumberland County Sheriff's Office
36 County Way
Portland, ME 04102

1. **MISCELLANEOUS.** The Parties shall be independent contractors in their performance under this Agreement. This Agreement (including the exhibits attached hereto) constitutes the entire agreement between the Parties with regard to the subject matters hereof and may not be amended or modified without each Party's agreement in writing. Neither Party may assign or transfer this Agreement and/or the rights and obligations hereunder except that Sigma may assign this Agreement to its affiliates or in connection with the transfer or sale of all or substantially all of its

assets, or the assets which are the subject matter of this Agreement, or its merger with another entity. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the Parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. Except as otherwise expressly provided herein, the provisions of this Agreement are for the benefit of the Parties hereto and not for any other person or entity.

Signature page follows

Telemedicine Group DE, LLC

By: _____

Name: Dr. Ravi Patel

Title: President

Date: _____

CLIENT

By: _____

Name: Kevin J. Joyce

Title: _____

Date: _____

Exhibit A

SERVICES

The following shall constitute the “**Services**” for purposes of this Agreement:

- The provision of cardiovascular and metabolic screening to Clients’ workforce members and/or their beneficiaries. Each such screening scheduled to be provided by Sigma to one of Client’s workforce members and/or their beneficiaries is herein referred to as an “**Encounter**”).

FEE SCHEDULE

Client shall for members of the Cumberland County only, pay Sigma **[\$849] [\$849 to be paid for each individual participant]** for each cardiovascular and metabolic screening associated with an Encounter that is either:

- Fully rendered by Sigma;
- Initiated but not fully rendered at the request or demand of Client or the workforce member/beneficiary; or
- Not fully rendered by Sigma due to the health condition of the workforce member/beneficiary at the time of presenting for the screening.
- Not rendered by Sigma due to the Encounter being canceled by Client, or the workforce member/beneficiary, within 24 hours of the date and time the screening was scheduled by Sigma to be provided;
- Lab draw completed on individual and no show or appointment cancelled less than 24hrs prior to screening appointment.

Each of the above Encounters shall be deemed a “**Payable Encounter**” for purposes of this Agreement.

Maximum Budget not to exceed: \$63,124.16

Client shall be invoiced and will prepay Sigma for the number of scheduled or reasonably anticipated cardiovascular and metabolic screenings to be provided by Sigma based on the number of Encounters. Invoicing will be sent immediately after lab draws are completed. Sigma will refund Client for any amounts prepaid by Client for any Encounter that after the completion of the Services does not qualify as a Payable Encounter, promptly upon termination of this Agreement. Final aggregate data report will be delivered within 7 days of receipt of payment and completion of program. (Note: some data may not be available when enrollment numbers are low due to participant privacy concerns)

Labs drawn at a Patient Service Center (PSC), outside of pre scheduled department lab draws will incur an additional fee of \$25 per participant to be paid by:

☒ Participant ☐ Department
Clinician appointments cancelled less than 24hrs in advance or 'no show' appointments will be charged a
rescheduling fee of \$25 payable by:

☒ Participant ☐ Department

Exceptions may be granted at the discretion of Sigma representative ie, Line of duty needs

Exhibit B

Account Set-up Form

Client General Information

Client Legal Name: Cumberland County	
Address: 36 County Way, Portland ME 04102	
Emergency Contact:	Telephone:
Email:	Tax ID#:

Billing Information

To whose individual attention should invoices be sent? Katelyn Seavey	
At what address? 36 County Way, Portland ME 04102	
Telephone: 207-774-1444 EXT: 2116	Email: seavey@cumberlandcounty.org