



CADRPLUS CUSTOMER SERVICE AGREEMENT
(Group Services)

Effective Date: 07/01/15

Village of Tequesta

RE: Service Agreement between Providence Financial Group, LLC ("Company" or "CADRPlus"), a Michigan limited liability company, exclusive Reseller of the CADRPlus Telehealth Program (also referred to as "Call A Doctor Plus" and "CADRPlus" and "CADR+"), PO Box 361, Canton, CT 06019; and Village of Tequesta ("Customer") at 345 Tequesta Drive, Tequesta, FL 33469-0273.

Dear Village of Tequesta,

Call a Doctor Plus is pleased to provide your group with our telemedicine services pursuant to the terms and conditions of this letter ("Letter") and the following exhibits and schedules (collectively the "Agreement"):

Exhibit A: Terms and Conditions
Schedule 1: Description of Services
Schedule 2: Pricing

While it is important to have an Agreement, having a relationship with our customers is our highest priority. CADRPlus is committed to customer service and satisfaction.

Please acknowledge your acceptance of the terms and conditions of this Agreement by signing this Letter in the space provided below and returning a signed copy of this Agreement to us. Thank you and we look forward to providing you with our telemedicine services.

Providence Financial Group, LLC

By: 
Louis Daniels, CEO

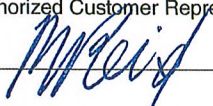
Acknowledged and Agreed to by Customer:

VILLAGE OF TEQUESTA
Print name of Customer

MERLENE REID
Print name of Authorized Customer Representative

H.R. DIRECTOR
Print title of Authorized Customer Representative

Signature



345 TEQUESTA DR., TEQUESTA, FL 33469
Customer address

Michael Couzzo

Village Manager



EXHIBIT A

TERMS AND CONDITIONS

1. **SERVICES.** During the Term (as defined below) and on a non-exclusive basis, CADRPlus will provide Customer with the Teladoc telemedicine services set forth on the attached Schedule 1 ("Services") for use by Customer's members, including their legal dependents (collectively, "Members" as more specifically defined on the attached Schedule 2).
2. **DUTIES OF THE PARTIES.**
 - A. **Duties of CADRPlus.** CADRPlus shall (i) deliver and support the Services; (ii) manage and securely maintain a database of Member profile information provided by Customer; and (iii) provide Customer with utilization reports. CADRPlus may discontinue any Service without liability at any time; *provided, however*, CADRPlus will use reasonable efforts to notify Customer and Members in advance of any such discontinuation.
 - B. **Duties of Customer.** Customer shall (i) promote the use of the Services to Members; (ii) submit to Company or its designated TPA enrollment and eligibility information from Members; (iii) provide updated enrollment and eligibility information to Company or its designated TPA on a monthly basis; (iv) promptly distribute any Member identification and password information which may be provided by Company or Teladoc to enable each Member to activate his/her account and use the Services; (v) bill and collect all payments from Members, if applicable; and (vi) timely make all payments to Company.
3. **PRICING AND PAYMENT.** Customer shall pay Company or its designated TPA (i) a per Eligible Member, per month fee ("PEPM Fee") as set forth on the attached Schedule 2; and (ii) any other fees as indicated on the attached Schedule 2. Before any Services will be delivered to Customer by Company, Customer shall pay Company or its designated TPA the first PEPM payment and any enrollment fees as outlined on Schedule 2 for all members included in Company's Member Census File. After Services are delivered, Company or its designated TPA will invoice Customer on the basis indicated on Schedule 2, and all payments will be due upon receipt of invoice. Any payment not received by Company or its designated TPA on or before the due date shall bear interest commencing 15 days after the due date until paid in full at the lesser of one and one half percent (1½%) per month or the maximum rate allowed by applicable law. Any invoice 28 days in arrears will result in suspension of the Services. Company reserves the right to change the PEPM Fee and other fee pricing for any future Effective Period upon providing written notice to Customer at least sixty (60) days prior to the expiration of the then-current Effective Period. Customer is solely responsible for billing and collecting all monies due, if any, from Members in connection with the Services. All amounts shall be payable by Customer to Company or its designated TPA without right of setoff, deduction or demand. Payment must be made either by ACH transaction or by mailing a paper check to the following address:

CADR+
Attn: Accounts Receivable
PO Box 361
Canton, CT 06019
4. **TERM AND TERMINATION.** Unless otherwise set forth, this Agreement shall be effective until the one year anniversary of the Effective Date of this Agreement, and shall automatically renew for additional one-year periods on each anniversary of the Effective Date. Each one-year period of this Agreement (or such shorter or longer period of effectiveness as mutually agreed to by Company and Customer) is referred to as an "Effective Period" and collectively all of the Effective Periods of this Agreement are referred to as the "Term." Either party may terminate this Agreement at any time by providing the other party at least ninety (90) days prior written notice. Company may immediately terminate this Agreement upon written notice to Customer if Customer (i) fails to make any payment to Company or its designated TPA when due and such failure continues for a period of fifteen (15) days following written notice of such failure by Company to Customer; or (ii) breaches any provision of this Agreement.
5. **OWNERSHIP.** All materials, including all copyrights, trademarks, logos and other identifying marks (collectively "Materials") provided by Company to promote and/or provide information about the Services are and shall remain the exclusive property of Company. All Materials are proprietary and may not be reproduced, duplicated or disseminated

for any purpose other than to promote and/or inform Customer and Members about the Services. CADRPlus.com, Teladoc.com, MyLifeValues.com and any other Web site(s) made available by Company for promotion and/or use of the Services (collectively, the "Website"), are and shall remain the exclusive property of Company and Teladoc.

6. **NON-DISCLOSURE.** Company and Customer both agree, except as otherwise set forth in this Agreement and unless otherwise required by law or compelled by a court of competent jurisdiction, not to disclose the terms and/or conditions of this Agreement or any information provided to the other party with respect to this Agreement or the Services to a third party, without the prior written consent of the other party.
7. **REPRESENTATIONS AND WARRANTIES.**
 - A. Company represents and warrants to Customer that Company and Teladoc will abide by and comply with the Health Insurance Portability and Accountability Act of 1996 with respect to any personal medical information provided to Company or Teladoc by Customer and/or a Member.
 - B. Customer acknowledges, understands, and agrees that (i) the physicians providing services in connection with the Services will not treat severe and/or emergency conditions as part of the Services and may recommend that Members visit their primary care physicians, specialists or local facility if deemed appropriate, in the sole and absolute discretion of such physicians; and (ii) when a Member provides prior written permission, physicians providing services in connection with the Services will facilitate continuity of care.
 - C. Each party represents and warrants to the other party that (i) it has the full right, power, and authority to enter into and to perform this Agreement; (ii) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action; and (iii) this Agreement constitutes a valid and binding obligation of such party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally.
 - D. **DISCLAIMER OF WARRANTIES.** COMPANY DOES NOT WARRANT THE UNINTERRUPTED OR ERROR-FREE OPERATION OR PROVISION OF THE SERVICES. ALL INFORMATION, MATERIALS, AND SERVICES ARE PROVIDED TO CUSTOMER AND/OR ANY MEMBER "AS IS." EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, COMPANY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SATISFACTION OF GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS, OR ANY TREATMENT, ACTION OR APPLICATION OR PREPARATION OF MEDICATION BASED ON INFORMATION OFFERED OR PROVIDED THROUGH THE SERVICES.
8. **LIMITATION OF LIABILITY.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY OF THE FOLLOWING ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES: ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY'S AGGREGATE LIABILITY TO CUSTOMER FOR ANY DAMAGES, LOSSES, FEES, CHARGES, EXPENSES AND/OR LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE SERVICES SHALL NOT EXCEED THE FEES PAID BY CUSTOMER PURSUANT TO THIS AGREEMENT FOR THE ONE (1) MONTH PERIOD PRIOR TO THE FIRST OCCURRENCE OF THE APPLICABLE DAMAGES, LOSSES, FEES, CHARGES, EXPENSES, AND/OR LIABILITIES.
9. **INDEMNIFICATION.** Each party (each, the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and the other party's owners, officers, directors, employees, contractors, representatives, agents, and affiliated entities (collectively, the "Indemnified Parties") from and against any third party claims (each, a "Claim") arising out of or in connection with any breach of this Agreement by the Indemnified Party including, without limitation, a breach of any representation, warranty, covenant, or obligation under this Agreement. The Indemnified Party shall promptly notify the Indemnifying Party in writing of any Claim and shall reasonably cooperate with the Indemnifying Party in the defense of such Claim. Nothing contained in this Agreement shall be construed as waiving Customer's sovereign immunity beyond the waiver provisions of Sec. 768.28, Florida Statutes. Customer's responsibility to

indemnify CADRPlus shall be limited to the amounts set forth in Sec. 768.28, Florida Statutes, including limits on the award of attorney's fees. Nothing contained in this Agreement shall be construed as Customer's consent to be sued.

10. **GENERAL TERMS.** This Agreement is the entire agreement between Company and Customer and supersedes any prior understandings or written or oral agreements between Company and Customer with respect to the subject matter of this Agreement. No waiver of a breach of any provision of this Agreement by any party shall be construed as a waiver of a subsequent breach of the same or any other provision of this Agreement. Customer's obligation to pay for any Services received by Company or Teladoc and each of the provisions of Sections 5 through 12 shall survive the expiration or earlier termination of this Agreement. The invalidity of any provision of this Agreement shall not affect the enforceability of the remaining Agreement or any other provision of the Agreement. All exhibits and schedules to this Agreement are true, correct, and are hereby incorporated into by reference and made a part of this Agreement. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by Company and Customer and their successors and assigns. This Agreement shall not be construed to give any person other than Company and the Customer any legal or equitable right, remedy or claim under or with respect to this Agreement. This Agreement may only be amended or changed pursuant to a written document duly executed by both Company and Customer. This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each party will act as an independent entity and not as an agent of the other party for any purpose, and neither will have the authority to bind the other.
11. **NOTICES.** All notices and other communications required pursuant to this Agreement shall be written and shall be delivered by hand-delivery or by nationally recognized overnight delivery service (such as FedEx, UPS, DHL or USPS Express Mail). All such notices and other communications shall be addressed to the parties at the addresses set forth in the Letter or to such other address as a party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (i) on the date delivered if by hand-delivery; or (ii) on the date delivered or the date delivery is refused by the recipient, if by nationally recognized overnight delivery service.
12. **DISPUTE RESOLUTION.** Except as otherwise specifically set forth in this Agreement, the parties hereby agree to resolve any and all controversies, claims and/or disputes arising out of this Agreement (each, a "Dispute") solely pursuant to the terms of this Section.
 - A. **Management Resolution.** All Disputes shall first be referred to the parties' authorized representatives for discussion and resolution of the Dispute ("Management Resolution"), which representatives are the individuals who have executed this Agreement on behalf of their party.
 - B. **Arbitration.** If Management Resolution fails to resolve the Dispute, then the Dispute shall be resolved by final, binding arbitration ("Arbitration") administered by the American Arbitration Association ("AAA") under the AAA's Commercial Arbitration Rules. In the event of any Arbitration, action to compel Arbitration, action to enforce an Arbitration award or action to seek injunctive relief pursuant to this Agreement, the prevailing party in such proceeding shall be entitled to an award of their reasonable attorneys' fees and costs for each such proceeding, including the Arbitration, trial and for all levels of appeal.
 - C. **Governing Law; Venue; Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan (without giving effect to principles of conflicts of laws). For any action to compel Arbitration, enforce an Arbitration award or seek injunctive relief pursuant to this Agreement, the parties hereby expressly consent to the (i) venue of Oakland County, Michigan, USA, and each party hereby expressly waives any objection to such venue based upon *forum non-conveniens* or otherwise; and (ii) jurisdiction of the state and/or federal courts in and/or for Oakland County, Michigan, USA.
 - D. **Injunctive Relief; Cumulative Remedies.** Each party acknowledges and agrees that a violation or breach of any of the ownership or non-disclosure provision of this Agreement could cause irreparable harm to the non-breaching party for which monetary damages may be difficult to ascertain or an inadequate remedy. Therefore, each party will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any violation of the ownership or non-disclosure provisions of this Agreement, and each party hereby expressly waives any objection, in any such equitable action, that the other party may have an adequate remedy at law. The rights and remedies set forth in this Agreement are cumulative and concurrent and may be pursued separately, successively or together.

13. **Office of the Inspector General:** Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the Village of Tequesta shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority and power. The inspector general has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the Village of Tequesta, as well as contractors and lobbyists of the Village of Tequesta in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

Public Records: In accordance with Sec. 119.0701, *Florida Statutes*, CADRPlus must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Scope of Services. Upon request, CADRPlus must provide the public with access to such records in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. Further, CADRPlus shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Scope of Services are not disclosed except as authorized by law. Finally, CADRPlus shall retain the records described in this paragraph throughout the performance of the work described in the Scope of Services, and at the conclusion of said work and upon request, transfer to the Customer, at no cost to the Customer, all such records in the possession of CADRPlus and destroy any duplicates thereof. Records that are stored electronically must be transferred to the Customer in a format that is compatible with the Customer's information technology systems.

SCHEDULE 1

DESCRIPTION OF SERVICES

CADRPlus:

- I. CADRPlus provides an exclusive bundled service comprised of two leading services, TELADOC and WELLCARD HEALTH
- II. Implementation- CADRPlus services can be implemented within 30 days of receipt of eligibility data.
 - a. Member Eligibility File: CADRPlus or its designated TPA to provide eligibility file template detailing the information required from Customer to enroll Members in CADRPlus:
 - Name / Address / Phone / Email / DOB / Gender / Company
- III. Fulfillment- CADRPlus or its designated TPA will provide the following.
 1. A welcome email sent to the email address provided outlining the steps to activate the member's account and access services.
 2. Membership Card with integrated Color tri-fold brochure mailed to facility where member works.
 3. Toll-free numbers and website login information.
- IV. Utilization Marketing Awareness Program Online/Offline- CADRPlus will provide Customer with marketing materials in digital format to use as needed with communications with eligible persons about the CADRPlus benefits.
 - a. Customer agrees to communicate about CADRPlus benefits minimum quarterly:
 1. Create joint Marketing/Awareness Team and agree on schedule of communication to eligible persons.
 2. Rollout Internal Awareness Program incorporating CADRPlus Services
 - a. Information on its intranet, newsletters, email and other communication methods.
 3. Digital examples of, posters, payroll stuffers, Employee PPT, 1&2 page brochures, letters, etc.
 4. Flash Demo with link
 5. CADRPlus to work with Customer to develop employee testimonial to use in internal communications
 6. Content can be put on the insurance card provided by your current plan
 - b. Additional offline marketing initiatives and pieces can be available and customized at additional cost.
 - i. Branding and customizing brochures, magnates, key chains, etc.

TELADOC:

- V. Teladoc provides a network of licensed physicians and specialists accessible via telephone, video or mobile phone application.
- VI. Coverage for Members, including legal dependents.
- VII. Membership Cards with unique identification number for each Member.
- VIII. Physician Consultations - Available 24 hours per day, 7 days per week, and 365 days per year.
 - b. BY PHONE Members access to a special Member only toll-free number.
 - i. Priority: Usually within 1 hour. Requires receipt of a completed Medical Assessment and History Questionnaire to create a physician/patient relationship and for medication to be ordered.
 - ii. By Appointment: available by next day. Requires receipt of a completed Medical Assessment and History Questionnaire to create a physician/patient relationship and ordering medications.
 - c. ONLINE
 - i. Video: Secure video consultation with a physician through our secure video conferencing system.
- IX. Prescription Program - Only Members who have accurately and fully completed the Medical Assessment and History Questionnaire and established a physician/patient relationship are eligible to receive medications. NO controlled medications are available through Teladoc.
- X. Member Services Toll Free Support: Members have access to Member only toll-free support, 24/7.
- XI. Physician Response Times:
 - a. Tele-Consult By Appointment - Within approximately 24 hours.
 - b. Tele-Consult Priority --Within approximately 10 minutes, but no later than within 1 hour.
- XII. System Availability - Commercially reasonable efforts to make the Services available in full at all times.
- XIII. Reports - Access to utilization reports of the Members for Customer's review- minimum quarterly

SCHEDULE 2

PRICING

MEMBERS:¹

☒ Full-Time Employees ☒ Legal Dependents up to five (5) ☒ Part-Time Employees

Total Members Covered: 85

Enrollment Date: 07/01/15

PLAN SUBSCRIBED:

☒ WHOLE GROUP

RECURRING PEPM FEES:

☒ WHOLE GROUP - Member + Dependents \$4.50 PEPM

ONE-TIME FULFILLMENT FEES:

<input checked="" type="checkbox"/> Electronic Fulfillment (Confirmation & Welcome Emails)	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Customer
<input checked="" type="checkbox"/> Hard Mailer to House Welcome Brochure <u>\$1.75 PM</u>	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Customer

BILLING CYCLE:

☒ Monthly ☐ Quarterly ☐ Annually

Member CADRPlus Registration Fees Paid by:

☐ Member ☐ Customer ☒ Waived

Dependent CADRPlus Registration Fees Paid by:

☐ Member ☐ Customer ☒ Waived

Consultation and Telephonic Fees:

<i>By Appointment</i>	\$ 00.00	Paid by:	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Member	<input type="checkbox"/> Customer
<i>Priority</i>	\$ 00.00	Paid by:	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Member	<input type="checkbox"/> Customer
<i>Video Consult</i>	\$ 00.00	Paid by:	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Member	<input type="checkbox"/> Customer
<i>Online Resources</i>	\$ 00.00	Paid by:	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Member	<input type="checkbox"/> Customer

¹ The term "Member" means each employee of Customer, or, in the case of a trade association, registered members of such association, including up to five (5) legal dependents of each employee/member. Only employees/members, and not their legal dependents, are included in the count of Members for calculating the PEPM Fee.