



## INDEPENDENT CONTRACTOR AGREEMENT

**Sage Telehealth Services, LLC (“Company”), and \_\_\_\_\_ (“Contractor”) hereby agree as follows:**

**1. Services.** Contractor is hereby employed by Company as an independent contractor, and not as an employee, to carry out the work specified on the Description of Work attached hereto as *Exhibit A*, on the terms and conditions set forth in such Description of Work.

**2. Term.** This Agreement shall commence upon the effective date and continue until the expiration of the term specified on *Exhibit A* hereto or earlier terminated by Contractor or Company by written notice at any time. In the event of any termination of this Agreement pursuant to the above provisions prior to completion of the term specified on the Description of Work, Company’s sole liability thereupon will be to pay Contractor any unpaid balance due for work performed up to and including the date of termination, if applicable. Upon termination of this Agreement (for whatever reason) Contractor will immediately deliver to Company all material developed and/or prepared pursuant to this Agreement.

**3. Independent Contractor.** It is agreed that Contractor’s services are made available to Company on the basis that Contractor will retain Contractor’s individual professional status and that Contractor’s relationship with Company is that of an independent consultant and not that of an employee. Contractor will not be eligible for any employee benefits, nor will Company make deductions from its fees to Contractor for taxes, insurance, bonds or any other subscription of any kind. Contractor will use Contractor’s own discretion in performing the tasks assigned, within the scope of work specified by Company. Contractor agrees to indemnify and hold Company harmless from and against any claim made by any third party against Company based in whole or in part upon any action by Contractor which occurs pursuant to or in connection with this Agreement or the relationship or relationships contemplated by this Agreement.

**4. Confidential Information.** Contractor agrees that it shall keep in strictest confidence all information relating to the services products, plans, programs, trade secrets, secret processes, customers and markets of Company and all other confidential knowledge, data and information related to the business or affairs of Company (collectively, “Confidential Information”) that may be acquired pursuant to or in connection with this Agreement or the relationship or relationships contemplated by this Agreement. During and after the term of this Agreement, neither Contractor nor any of Contractor’s Associates will, without the prior written consent of an officer of Company, publish, communicate, disclose or use for any purpose any of such Confidential Information. Upon termination of this Agreement, Contractor will return to Company all

records, data, notes, reports, printouts, material, equipment and other documents or property, and all reproductions of any of the foregoing, furnished by Company or developed or prepared pursuant to the relationship hereunder.

Notwithstanding the foregoing, it is agreed that Confidential Information shall not include any (i) information which is or becomes through no fault of Contractor or any of Contractor’s Associates generally known to the public, and (ii) Contractor’s and Contractor’s Associates’ skill, knowledge, knowhow and experience as it existed prior to their relationship with Company.

**5. “Work Made for Hire” and Assignment of Intellectual Property.**

(a) Contractor and Company intend this to be a contract for services and each considers the products and results of the services to be rendered by Contractor hereunder (the “Work”) to be a work made for hire. Contractor acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of Company.

(b) If, for any reason, the Work would not be considered a work made for hire under applicable law, Contractor does hereby sell, assign, and transfer to Company, its successors and assigns, the entire right, title and interest in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world. Moreover, Contractor does hereby sell, assign, and transfer to Company, its successors and assigns, the entire right, title and interest (including the copyright) in data, software, designs, models, algorithms, writings, drawings, notebooks, documents, photographs, inventions and discoveries (collectively, “Inventions”) made or conceived or reduced to practice by Contractor or any of Contractor’s Associates, (i) in the course of accomplishing or creating the Work (ii) in the course of accomplishing other work performed pursuant to the relationship established by this Agreement, or (iii) with the use of materials or facilities of Company.

(c) Contractor agrees that Contractor will sign, execute and acknowledge, or cause to be signed, executed and acknowledged, at the expense of Company, any and all documents, and will perform any and all acts, as may be



necessary, useful or convenient for the purpose of securing to Company or its nominee patent, trademark or copyright protection throughout the world upon all such Inventions. Contractor appoints Company as attorney-in-fact for the Contractor with respect to the transfer of title to the Inventions. Company's authority under this agreement shall include, without limitation, the authority to execute and receive any certificate of ownership or other document to transfer title to any copyrighted or patented works, and to take any other actions necessary or incident to the powers granted to Company in this agreement.

**6. Miscellaneous.**

(a) Effective Date. This Agreement shall be effective as of the date specified on Exhibit A hereto, the date of commencement of consulting services, and it is expressly agreed to by Contractor and Company that all the provisions hereof shall apply as if this Agreement had been entered into on such date.

(b) Survival of Terms. The provisions of paragraphs 4, 5 and 6 hereof shall survive termination of this Agreement.

(c) Successors and Assigns. This Agreement shall be binding on all of Contractor's heirs, executors, administrators and legal representatives, and all of Contractor's successors in interest and assigns, and shall be for the benefit of Company, its successors and its assigns.

(d) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas as they apply to contracts entered into Texas.

(e) Severability. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

(f) Amendment. Neither this Agreement nor the Description of Work may be amended except by a written agreement modifying the appropriate document duly executed by Contractor and an officer of Company.

(g) Entire Agreement. This Agreement, together with the Description of Work attached hereto, constitutes the sole and complete agreement of the parties with respect to the matters included herein, and supersedes any previous oral or written agreement, if any, relating to the subject matters included herein.

(h) No Conflict. Contractor represents and warrants that this Agreement does not conflict with any other agreement or term of employment applicable to or binding upon the Contractor as of the date hereof and that Contractor will promptly notify Company in the event that any such conflict does arise during the term hereof.

**7. Non-Solicitation.**

(a) Pirating of Employees or Contractors. During the term of this Agreement and for twelve (12) months following its termination, cancellation or expiration for any reason, Contractor will not, either directly or indirectly, solicit, divert or hire away, or attempt to solicit, divert or hire away, any person employed by Company or a Company subsidiary whether or not such employee is a full-time or temporary employee, and whether or not such employment is pursuant to written agreement, is for a determined period, or is terminable at will, except with the prior written consent of Company.

(b) Agreement not to Solicit. While employed by or a contractor of Company and for twelve (12) months after termination of such employment or contractor relationship, without the prior written consent of Company, Contractor will not, directly or indirectly, solicit or call upon any of Company's current customers, former customers that were customers during Contractor's tenure with Company or prospective customers identified as prospects to Contractor, for the purpose of selling or providing any product, equipment or service competitive with any product, equipment or service sold, leased, offered for sale or lease, by Company.

This Agreement is executed on the date set forth below, and shall be effective as of the date specified.

\_\_\_\_\_  
Contractor Name

Address: \_\_\_\_\_  
\_\_\_\_\_

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

**Sage Telehealth Services, LLC**

\_\_\_\_\_  
Christopher Rutledge  
CFO

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



## EXHIBIT A

### INDEPENDENT CONTRACTOR AGREEMENT

Sage Telehealth Services, LLC (“Company”), and \_\_\_\_\_ (“Contractor”)

Description of Work:

Provide RN nursing services via video/audio calls to Sage Telehealth’s clients

- Receive calls from facility staff and utilize telemedicine technology to assess situations and assist with care planning and the necessary documentation of actions.
- Respond to calls in a timely manner, and as soon as possible. Unless staff is already on a call, response times to encounter initiations should never exceed 15 minutes, and should routinely be within a few minutes.
- Follow up on each consultation event to ensure necessary communication is made to the facility’s Director of Nursing (DON) or Assistant DON, and that documentation was completed accurately.
- Make advisory recommendations to the Director of Nursing in the event reporting to The State of Texas is required.
- Assist in establishing an appropriate plan of care for patients based on their unique needs
- Maintain an accurate log of calls and interactions.
- Document interactions in electronic medical record / Sage Telehealth platform as appropriate.
- Assess and monitor to verify the patient’s needs are met and policies and procedures are followed.
- Respond and coordinate actions in emergency situations as needed.
- Other duties as assigned by Sage Telehealth or through the protocol requirements of our clients.
- Assist with continuous quality improvement initiatives.
- Dress appropriately to communicate via video conference. As necessary, Sage Telehealth may require that staff wear clean and pressed scrubs for their encounters.
- Provides empathetic communication to patients and facility staff regarding change of condition and in response to care concerns, ensure patient rights are respected.

Compensation:

Hourly compensation to be pre-determined on a shift-by-shift basis

Term:

September 1, 2019 (“Effective Date”) through August 31, 2020

