

THIS AGREEMENT FOR CONSULTING SERVICES (the “Agreement”) is made and entered into upon the date executed (the “Effective Date”), by and among **Contractor** (Contractor) and **HealthITq, INC.** (Company).

RECITALS

WHEREAS, the Company engages in the business of health care information technology consulting (the “Business”) and has entered into a contract for the provision of consulting services (the “Contract”) for a certain project or projects (the “Project”) and desires to subcontract a portion of those consulting services; and

WHEREAS, the Company desires to contract with the Contractor to perform those services described in this Agreement in connection with the Contract and Contractor desires to perform those services; and

WHEREAS, the Company and Contractor agree that Contractor will furnish, perform, and provide services required for the Contract on the terms contained in this Agreement and the parties desire to reduce to writing their Agreement; and

WHEREAS, the Company desires to retain the Contractor, and the Contractor desires to be retained by the Company as an independent contractor, and Contractor also represents, warrants and agrees that Contractor is an independent contractor engaged in an independent business of his or her own, that Contractor is not an employee of the Company, that no employer-employee relationship is being created under this Agreement, and that Contractor will be responsible for paying all necessary and appropriate taxes, workers’ compensation and unemployment premiums, and the like, which will be owed as a result of fees paid by the Company to Contractor under this Agreement; and

WHEREAS, through the Contractor’s position with the Company, the Contractor has or will come into possession the Company’s trade secrets and other valuable confidential business information regarding the Company’s business practices or methods, including, but not limited to techniques and/or policies, financial information, vendor relationships, existing and potential customer relationships, customer referral sources and specialized training; and

WHEREAS, the Company has strong and legitimate business interests in preserving and protecting its investment in the Project, its trade secrets and other valuable confidential business information regarding the Company’s business practices or methods, including, but not limited to, techniques and/or policies, financial information, vendor relationships, existing and potential customer relationships, customer referral sources and specialized training; and

WHEREAS, it is the expressed purpose of this Agreement that the Contractor is prohibited pursuant to the terms set forth below, from directly or indirectly using any knowledge of the Company’s trade secrets or confidential business information to directly or indirectly benefit any competitor of the Company for a reasonable time following the termination of Contractor’s services for the Company; that such knowledge is to be used for the sole benefit of the Company; and that the parties intend that the Company be given the broadest protection permitted by law; and

WHEREAS, Contractor expressly acknowledges, understands and agrees that certain aspects of this Agreement shall survive termination of this Agreement, without regard to which party terminated it or the

circumstances of the termination. The existence of any claims or legal actions against the Company shall not constitute a defense to the enforcement of the non-competition, non-solicitation and confidentiality portions of this Agreement; and

WHEREAS, the Contractor has read and fully understands and agrees with the recitals set forth above and has been given an opportunity to seek independent legal advice.

NOW THEREFORE, in consideration of the execution of this Agreement, the mutual terms, covenants, and conditions contained in this Agreement and other good and valuable consideration, the receipt of which is acknowledged from one party to the other, the parties agree as follows:

- 1) **Recitals.** The statements in the recital clauses are acknowledged as true and correct and are incorporated by reference and made a part of this Agreement.
- 2) **Scope of Services.** The Contractor agrees to furnish and perform professional services for the Company under the terms of the Contract and this Agreement as outlined in Exhibit “A” (the “Services”).
- 3) **Project Schedule.** The Contractor shall begin the Services after both parties have executed this Agreement and the Contractor has received a written notice to proceed from the Company. The Contractor shall complete the Services by the Company as referenced by subsequent Exhibits to this Agreement.
- 4) **Time is of the Essence.** The parties agree that time is of the essence to this Agreement.
- 5) **Acceleration.** The Contractor shall accelerate the performance of Services in the manner directed by the Company. The Company has the sole discretion to determine that acceleration is necessary to maintain the Project Schedule. If acceleration is required because of delays caused solely by the Contractor, the acceleration shall be at no cost to the Company. If the acceleration is required because of delay partially caused by the Contractor, the portion of the delay not caused by the Contractor shall be treated as an additional Service and be represented in an amendment to the Project scope.
- 6) **Changes by the Company.** If the Company changes the Project Schedule or any substantial aspect of the scope of the Project which substantially changes the Project Schedule or fee schedule, the fees contained in this Agreement and the Project Schedule shall be renegotiated in good faith.
- 7) **Term.** Unless this Agreement is terminated, it shall remain in effect from the date of this Agreement until the Services to be provided by the Contractor have been completed to the satisfaction of the Company under each exhibit.
- 8) **Fees and Payment.**

Contract Sum. The Company agrees to pay Contractor for the Services a fixed fee which is further described in specific project exhibits to this Agreement. The Contractor has no right to any other compensation or remuneration including, but not limited to, compensation based on the number of hours worked.

Progress Payments. Progress Payments shall be made by the Company as payment for Services which have been provided by the Contractor in accordance with each exhibit or the subsequent

agreement of the parties for services beyond initial scope outlined in Exhibit. Contractor shall produce timely, accurate and complete account documentation in the form of billings, invoices, and expense reports according to the Company's policy and procedures. Payment shall not be made to Contractor by the Company until Contractor performs the requirements then due under this Agreement, including providing to the Company timely internal and client status reports, project documentation and all accounting documentation on the terms and in the manner provided in this Agreement necessary to bill clients for services rendered. All costs and expenses incurred by the Company for Contractor's failure to timely, accurately and completely provide reports and accounting documentation will be charged to Contractor. The Company shall have a right to offset any chargebacks against amounts due Contractor from the Company hereunder, including costs and fees attributable to lost billings to the Company's clients due to Contractor's failure to timely comply with the documentation requirements herein specified.

Documentation. The Contractor shall provide account and project documentation, and other requested items in requested formats and timing as defined by the Company. Failure to comply with this provision shall result in delayed payment, disputed invoices, and/or immediate termination of this agreement at the sole discretion of the Company.

9) Contractor Representations and Warranties. The Contractor hereby represents and warrants to the Company the following:

- a) That Contractor has the experience and skill to perform the Services required to be performed under this Agreement.
- b) That Contractor shall provide and employ in connection with the performance of such Services, personnel qualified and experienced in their profession; it being understood that the Company may, at any time, require the Contractor to remove, and the Contractor shall forthwith remove, any person employed in connection with the performance of the Services who, in the sole opinion of the Company, is unfit for the proper performance of Contractor's duties.
- c) That Contractor shall comply with all applicable federal, state and local laws and codes, including, without limitation, all professional registration and licensing requirements in effect during the term of this Agreement, and shall, if requested by the Company, provide certification of compliance with all registration and licensing requirements.
- d) That Contractor shall perform said Services in accordance with generally accepted and commercially reasonable professional standards, in the most expeditious and economical manner, to the extent consistent with the best interests of the Company.
- e) That Contractor is adequately financed to meet any financial obligations it may be required to incur under this Agreement.
- f) That the designs, plans, drawings, specifications or other work product of Contractor shall not call for the use of nor infringe any patent, trademark, service mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the Company and such other person.
- g) That Contractor will provide timely, accurate and complete accounting documentation as provided on the terms and in the manner provided in this Agreement.

- h) That Contractor will not engage in conduct that may reasonably be deemed to discredit the Company or is detrimental to the reputation, character and standing of the Company.

10) Relationship of Parties. The parties hereby agree and intend that the relationship of each to the other is that of an independent contractor and that no employer-employee relationship is being created under this Agreement. Contractor shall have complete control over his activities, his personnel, and the methods of providing the agreed services. Each party hereby agrees to hold and save harmless the other from any costs, liability, or responsibility for any taxes resulting from income derived by such party by reason of this Agreement.

11) Indemnity and Hold Harmless. Each party shall defend (if required by each other), indemnify and hold the other party, the other party's agents, professionals, or contractors, and the officers, directors, agents, employees, and assigns of each, harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses, or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the other party, its subcontractors, and their officers, directors, agents, or employees; any failure of a party to perform its services hereunder in accordance with generally accepted professional standards; any material breach of a party's representations as set forth in this Agreement; or, any other failure of a party to comply with the obligations on its part to be performed hereunder. The provisions of this paragraph shall survive the expiration or termination, if sooner, of this Agreement.

12) Termination, Suspension, or Abandonment.

Termination. Either party may immediately terminate this Agreement for failure of the other party to substantially perform in accordance with the requirements of the Agreement through no fault of the party initiating the termination. Further, either party may suspend or terminate this Agreement without cause for convenience at any time upon (14) fourteen calendar days prior written notice to the other party. The Company may direct the Contractor to cease work during such notice period.

Abandonment or Suspension. If the Company suspends or abandons the Project, the Company shall pay all fees which have become due and payable to the Contractor pursuant to this Agreement. The Contractor shall not be entitled to lost profits for uncompleted work. Payment shall be made for that portion of the work that the Contractor completed prior to the abandonment or suspension and the Company shall have no further obligation to the Contractor for the payment of any other fees.

13) Cooperation with other Independent Contractors. The Contractor shall always cooperate with the Company and its employees and shall cooperate and coordinate with any other independent contractors or agents affiliated with the Company. The Contractor shall incorporate the work product of any such independent contractors in a manner which is appropriate to facilitate the completion of the Project.

14) Contractor Warranty. The Contractor represents and warrants to the Company that Contractor is not a party to any agreement which contains a non-competition provision, confidentiality provision, non-disclosure provision, or any other restriction with respect to the nature of any services which the Contractor is entitled to perform or conduct under this Agreement or to the disclosure or use of any information which directly or indirectly relates to the nature of the business of the Company or the Services to be rendered by the Contractor under this Agreement.

- 15) Confidential Information.** Contractor acknowledges and recognizes that, in connection with the performance of duties and obligations for the Company, Contractor has and will have access to certain confidential information of the Company, including, but not limited to, financial records and information, terms of contracts of the Company, referral sources and relationships, and trade secrets relating to services of the Company and the Business (hereinafter referred to as the “Confidential Information”).

Contractor hereby acknowledges that the maintenance of the confidentiality of the Confidential Information and restrictions on the use of the Confidential Information is essential to the Company. Contractor shall not, at any time, whether during the term of this Agreement or after the termination of Contractor’s Agreement with the Company for any reason whatsoever, divulge or reveal any of the Confidential Information to any person, party or entity, directly or indirectly, except as required for Contractor to perform duties hereunder and as may be required by law. In addition, Contractor shall not utilize any of the Confidential Information for the Contractor’s own benefit, or for the benefit of any competitor of the Company. Contractor shall maintain the Confidential Information in strict confidence and shall not copy, duplicate or otherwise reproduce, in whole or in part, such Confidential Information.

Upon the termination of this Agreement, or at the earlier request of the Company, Contractor shall immediately surrender to the Company all memoranda, records, files or other documents and any other materials (including photocopies or other reproductions) relating to the Confidential Information.

Contractor shall indemnify and hold the Company harmless from any loss, damage, expense, cost or liability arising out of any unauthorized use or disclosure of the Confidential Information by Contractor. The provisions of this paragraph shall survive the termination of this Agreement.

Both parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d (“HIPAA”) and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (the “Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred herein as “HIPAA Requirements”. Contractor acknowledges that in performance of services under this Agreement, the assigned personnel will be considered a member of Hospital’s workforce, as that term is defined and described in the Federal Privacy Regulations.

- 16) Product Development.** The Contractor and the Company believe that because of the synergy created between the parties, the potential exists for product development opportunities. These products include, but are not limited to, software or hardware on such delivery mediums as hard copy text, computers, CD ROM, video disk or other digitized formats, which are developed because of product ideas conceived by personnel of the Company or the Contractor. These products are the property of the Company. The Contractor has no rights in or to these products. In all events, the Company shall have the exclusive right to elect to develop, market and/or sell any product arising out of ideas initiated by the Company or the Contractor or other parties or entities involved in any way with this Agreement. If the Company elects not to develop, market or license any product described in this paragraph, then the Contractor shall be afforded an opportunity to develop and market such a product upon the specific written consent of the Company.

17) **No Solicitation.** Upon the termination of this Agreement for any reason, the Contractor shall not, on behalf of him or herself or on behalf of any other person or entity, solicit for employment or hire any of the personnel employed by the Company at the date of termination of this Agreement or who were employed by the Company within six (6) months prior to termination of this Agreement. The Contractor also agrees that he or she will not encourage or induce any of the personnel employed by the Company to terminate their employment with the Company. This restriction shall lapse at the end of twelve (12) months following the date of termination of this Agreement.

18) **Non-Compete Agreement.**

- a) During the term of this Agreement and for a period of six (6) months after the date of termination of this Agreement, with or without cause, voluntarily or involuntarily, the Contractor shall not provide services to, or accept employment from, the existing clients of the Company or to new clients of the Company arising after the date of this Agreement or to the potential clients of the Company. The “existing clients” of the Company means those clients for which the contractor has been directly assigned to under this Agreement with specific project Attachments to this Agreement. The “potential clients” of the Company means those hospitals or other entities which the Company has actively marketed during the term of this Agreement. “Actively marketed” potential clients mean those hospitals or other entities with which the Contractor has had more than causal contact, such as negotiations, proposals, progressive meetings, etc. The Company will consider approval of the Contractor providing consulting services by the Company upon written request from the Contractor. The Company may withhold said approval at its discretion.
- b) The Contractor acknowledges that the provisions of this paragraph are consideration for potential damages to the Company and are not a form of penalty or restraint on trade of the Contractor, and that such restrictions result from a mutual determination by the parties based upon relevant factors including, but not limited to, the Contractor’s compensation and other monetary commitments of the Company, the Contractor’s relationship with the Company, and the Contractor’s representations to the Company.
- c) **The Contractor has voluntarily and knowingly entered into this Agreement and the non-competes agreement hereunder, and the Contractor understands that the provisions of this paragraph are a significant inducement to the Company to enter into this Agreement.** In that regard, the Contractor agrees as follows:
 - i) The covenants and agreements contained in this paragraph are reasonable and necessary to protect and preserve the interests of the Company and the business of the Company;
 - ii) The covenants and agreements contained in this paragraph shall be fully enforceable irrespective of how long Contractor has been providing services to the Company and irrespective of the reason for the termination of this Agreement;
 - iii) The covenants and agreements contained in this paragraph are necessary to protect the Company’s legitimate business interests which include, but are not limited to, valuable confidential business information and/or trade secrets as well as the Company’s goodwill and substantial relationships with suppliers, vendors, referral sources and others, all of which are associated with the Company’s ongoing reputation, practice, trade name, geographic service area and extraordinary or specialized training; and

- iv) Irreparable harm and injury will be suffered by the Company should the Contractor breach any of such covenants or agreements for reasons including, but not limited to, the following:
 - (1) The Company has spent substantial time, effort and sums of money developing its reputation, goodwill, ongoing practice, trade name and specialized training in the Business;
 - (2) The Company has spent substantial time, effort and sums of money developing its marketing strategies and practices which are confidential and proprietary to the Company and which constitute trade secrets and/or valuable confidential business information, the use of which by Contractor will adversely affect the Company's revenues.
- v) Any competition by the Contractor in violation of this non-compete agreement will result in the direct interference with the Company's legitimate business interests.
- d) The Contractor understands and agrees:
 - i) That the damages at law to the Company are not readily ascertainable as of the date of execution of this Agreement.
 - ii) That the damages at law to the Company will not be readily ascertainable at the time of breach of this paragraph.
 - iii) That damages at law will be an insufficient remedy to the Company if the Contractor violates the terms of this paragraph.
 - iv) That such restrictions will permit Contractor to continue Contractor's livelihood, without significant financial detriment, outside of the client area restricted by the terms of this paragraph during the restricted period set forth in this paragraph.
- 19) Limitations on Authority.** Without the express written consent from the Company, the Contractor shall have no apparent or implied authority to:
 - a) Pledge the credit of the Company or any of its other Contractors;
 - b) Bind the Company under any contract, agreement, note, mortgage or other obligation;
 - c) Release or discharge any debt due the Company unless the Company has received the full amount thereof;
 - d) Sell, mortgage, transfer or otherwise dispose of any assets of the Company.
- 20) No Assignment.** This Agreement is for the personal services of the Contractor and it may not be assigned by the Contractor in any manner, whether by operation of law, or by any conveyance, including without limitation, transfer of stock in the Contractor firm, without the prior written consent of the Company. The Company may withhold its written consent in its sole discretion.
- 21) Miscellaneous Clauses.**

- a) **Governing Law and Venue.** This Agreement shall be governed by and construed under the laws of the state of Florida. Orange County, Florida shall be the proper place of venue for all suits to enforce this Agreement. Any legal proceedings arising out of or in connection with this Agreement shall be brought in the circuit courts of Orange County, Florida. The party's consent to the jurisdiction of the court and to the service of process outside the state of Florida pursuant to the requirements of the court in any manner submitted to it.
- b) **Settlement of Disputes.** Client and HealthITq agree that any dispute, controversy, or claim arising related to this Agreement, or the creation, validity, interpretation, breach, or termination of this Agreement will be submitted for the resolution by arbitration according to the rules of the American Health Lawyers Arbitration Association (AHLA). Such arbitration shall be binding and final. In agreeing to arbitration, both parties acknowledge that in the event of a dispute, each is waiving the right to have the dispute decided in a court of law before a judge or jury and instead are accepting the use of binding arbitration for resolution of the dispute. Either party may demand arbitration in writing, serving on the other party a statement of the dispute, controversy, or claim, and the facts relating to it, in reasonable detail. All arbitration hearings shall be held within the home state and city of the party who has initiated the dispute by serving upon the other a written demand for arbitration in accordance with the immediately preceding sentence. Each party shall pay their own expenses of arbitration and each party shall divide equally the costs of the arbitrator (s) and any arbitrators hearing costs, unless the arbitrator (s) determine otherwise. Judgment upon any award may be entered in any court of competent jurisdiction.
- c) **Waiver of Jury Trial.** The parties expressly, knowingly and voluntarily waive the right to a jury trial in any action arising out of or in any way pertaining to this Agreement, except for the provisions outlined in paragraphs 14, 16, 17 and 18, for which the Company reserves the right to pursue such remedies as are available to protect the Company's interests as outlined in those paragraphs.
- d) **Gender.** Unless the context clearly indicates to the contrary, words singular or plural in number shall be deemed to include the other, and pronouns having a neuter, masculine, or feminine gender shall be deemed to include the others.
- e) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the matters covered by this Agreement and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. All prior negotiations, representations, promises, agreements, or understandings, whether written or oral, not incorporated in this Agreement are canceled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representatives.
- f) **Right to Enter this Agreement.** Each party warrants and represents, with respect to itself, that neither the execution of this Agreement nor the performance of its obligations under this Agreement, shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performance of its obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its

obligations under this Agreement. Upon written request, each party agrees to supply the other parties with evidence of its full right and authority.

- g) **Notices.** All notices shall be in writing and may be served by electronic mail or by depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested. Notice deposited in the mail shall be deemed to have been given on the date postmarked on the envelope containing such notice, or on the system generated date for the electronic mail. All payments shall be by first party check. All notices to be given to the parties shall be sent to or delivered at the addresses first written in this Agreement. By giving the other party at least fifteen (15) days written notice, each party shall have the right to change its address and specify as its new address as any other address in the United States of America.
- h) **Waiver.** No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Agreement, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.
- i) **Further Assurances.** The parties agree to execute all further instruments and documents and take all such action as may be reasonably required by any party to effectuate the terms and provisions of this Agreement and the transactions contemplated in this Agreement.
- j) **No Partnership or Joint Venture.** It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the Company and Contractor or any other party, or cause either party to be responsible in any way for the debts and obligations of the other party.
- k) **Third Party Beneficiaries.** This Agreement has been made and entered into for the sole protection and benefit of the Company and Contractor, and their respective heirs, successors, and the Company's assigns, and no other person or entity shall have any right or action under this Agreement.
- l) **No Construction against Drafter.** Each of the parties has the opportunity to be represented by legal counsel and had ample opportunity to, and have, participated in the drafting of this Agreement. Therefore, this Agreement shall not be construed more favorably or unfavorably against any party.
- m) **No Employment Agreement.** The parties agree and acknowledge that this Agreement shall not constitute an employment agreement and that no employment relationship exists between the parties.
- n) **Background Checks.** The Employee acknowledges that the Company may conduct background checks of the Employee's criminal, consumer and driving records. Before any Background Check is undertaken by the Company the Employee will be given a disclosure and consent form which the Employee agrees to sign.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

AGREED TO AND ACCEPTED BY:

Contractor	HealthITq, LLC
Name:	Name: Rebecca Quammen
Title:	Title: CEO
Signature:	Signature:
Date:	Date:

EXHIBIT A
SCOPE OF SERVICES

Scope of Services will be defined within each HealthITq, LLC’s Customer Contract and referenced as an attachment to this agreement as work assignment is made.

Project Description	
Independent Contractor Name	
Client Name	
Client Address	
Client Phone	
Client Email	
Agreed Upon Rate	
Project Start Date	
Project End Date	
Time Reporting Requirements	
Work Product (Deliverable)	