

THIS SERVICE AGREEMENT MADE THIS 10th DAY OF MAY 2017

BETWEEN:

AFFINITY ONLINE SERVICES INC. DBA "AFFINITY EHEALTH"

AND

SD Board of Medical and Osteopathic Examiners

HEREINAFTER REFERRED TO AS "COMPANY"

Recital:

WHEREAS, the Company provides Case Management and Monitoring services to Participants;

WHEREAS Affinity eHealth is able to provide a web-based software program to provide certain services as defined in this Agreement that are required by the Company;

WHEREAS the Company wishes to retain Affinity eHealth to administer these services on the terms and condition set forth in this Agreement.

THEREFORE, for good and valuable consideration, the parties agree as follows:

1. DEFINITIONS

Participant - The participant is an individual who has agreed voluntarily to comply with the terms of a program Agreement as established by the Company and in order to do so, will enter into an Agreement with Affinity eHealth for the services described below

CMS – Compliance Management Solution ("CMS") is the web-based software interface by which services set forth in Attachment A (the "Services") are delivered.

2. TERM OF AGREEMENT

This Agreement will commence on the date that both parties execute the Agreement and shall remain in effect for a period of one (1) year ending on the first anniversary of the Date of Execution of this Agreement.

This Agreement will automatically renew after the initial term for an additional term of one (1) year. Either party may terminate this Agreement without cause at any time by providing the other party with thirty (30) days prior written notice.

3. SERVICES

Affinity eHealth agrees to provide, using a web-based interface, administration and coordination of drug testing, including laboratory services, for Company Participants as set forth in Attachment A. No changes shall be made to the services described in Attachment A without the Company's prior written approval.

4. FEES AND PAYMENT TERMS

Participants will be charged a fee to cover Affinity eHealth's drug testing fee. A schedule of drug testing fees is included in Attachment B. No changes shall be made to the fee schedule set forth in Attachment B without the Company's prior written approval.

All fees discussed in this Agreement and/or entailed in the provision of services herein are the sole responsibility of the Participant. The Company will not be charged either directly for services rendered or indirectly in the event of non-payment by Participant, and the Company shall have no obligations to Affinity eHealth. Affinity eHealth acknowledges and agrees that it shall look solely to the Participant for payment of any services provided by Affinity eHealth.

5. NOTICES

Any notice, demand, approval, consent, or other communication that the parties may be required or permitted to give hereunder shall be in writing, and may be given to the party for whom it is intended by prepaid registered mail, in the case of:

AFFINITY EHEALTH

Contact: John Steacy, CEO
Address: 1593 Spring Hill Road, Ste. 510.
Vienna, VA. 22182
Phone Number: 1.866.512.9992
Fax Number: 1.877.426.9616
Email: jsteacy@affinityempowering.com

SD BOARD OF MEDICAL & OSTEOPATHIC EXAMINERS

Contact: Margaret B. Hansen
Address: 101 N. Main Ave., Ste. 301, Sioux Falls,
SD 57104
Phone Number: 605.367.7781
Fax Number: 605.367.7786
Email: Margaret.Hansen@state.sd.us;
sdbmoe@state.sd.us

breaching party has not satisfactorily remedied the breach then the non-breaching party may, in addition to any other rights for injunctive relief or damages, notify the other that it is terminating the Agreement effective as of the particular date.

In the event of such termination under this Section, the non-breaching party shall notify the appropriate contracting or regulation agency of the termination of this Agreement.

10. TERMINATION OF AGREEMENT

If this Agreement is terminated for any reason, the Company assumes full responsibility for administration of its CMS requirements, including but not limited to: reporting; (ii) records maintenance; (iii) ensuring confidentiality and security of any confidential information.

Affinity eHealth will make best efforts to provide the Company with information necessary for the transfer of responsibility. Information includes data collected, using forms available in the CMS application, on Participants in the process of monitoring (i.e., profile information, demographic information, evaluation records, treatment records, case notes); scanned documents uploaded to the system; tracking information collected by the system (i.e., check-in history, selection history, alert history); and test result data. Affinity eHealth will export this data from the CMS database in a structured format to a file format suitable to the Company within 15 days after termination of the Agreement.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The use or disclosure by any party, either verbally or in writing, of any confidential/data owned by the Company (defined as data found within the program-instance) shall be subject to applicable federal and state laws and administrative rules governing confidentiality. Specifically, Affinity eHealth agrees to limit access to confidential information to the minimum amount of information necessary, to the fewest number of people, for the least amount of time required to do the work. The obligations set forth in this clause shall survive completion, cancellation, expiration, or termination of this Agreement.

Notification of Confidentiality Breach

Upon a breach or suspected breach of confidentiality, Affinity eHealth shall immediately notify the Company. For the purposes of this Agreement, "immediately" shall mean within one calendar day.

Affinity eHealth will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. Affinity eHealth agrees to defend, indemnify and hold harmless the Company for any damages related to unauthorized use or disclosure by Affinity eHealth, its officers, directors, employees, subcontractors, or agents.

Any breach of this clause may result in termination of the Agreement and the demand for return of all confidential information.

Subsequent Disclosure

Affinity eHealth will not release, divulge, publish, transfer, sell, disclose, or otherwise make the Confidential Information known to any other entity or person without the express prior written consent of the Company, or as required by law.

12. ASSIGNMENT AND SURVIVAL OF AGREEMENT

This Agreement and the rights and obligations hereunder are personal to the parties contracting to this Agreement and may not be directly and indirectly assigned or otherwise transferred or encumbered without the written approval of the other party.

13. DISPUTE RESOLUTION AND REMEDIES

Except as provided for below prior to the initiation of any legal proceedings by either party, the parties will make a good faith effort to resolve any controversies between them by mediation either through a mutually acceptable mediator or through an established mediation service. No legal proceedings may be undertaken by one party against the other without mediation having taken place subject to the exigencies and any urgency related to the issue as between the parties.

Failing mediation the parties agree to arbitrate the issues between them and shall continue with their mutual obligations unless the issue is such that one of the parties has declared the Agreement terminated.

The mediation or the arbitration may take place by way of video or teleconference and there is no necessity for either party to attend the other's jurisdiction in order to conduct the mediation or arbitration. The parties shall share equally in the costs of any mediation or arbitration.

Nothing contained in this section will bar any party of the right to seek injunctive relief without the posting of any bond or security to obtain the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement relating to: use of any intellectual property; obligations upon termination of this Agreement or expiration of the Term; assignment or attempt to assign any interest in this Agreement or any interest contrary to this Agreement.

14. ACCESS TO RECORDS

Affinity eHealth agrees to provide Comptroller General of the United States, HHS, and their duly authorized representatives upon written request, reasonable access to this Agreement and any related



books, documents and records until the expiration of four (4) years after the services are furnished under this Agreement, for the purpose of evaluating the nature and extent of the costs and services provided.

In witness whereof, the parties have executed this Agreement.

AFFINITY EHEALTH

SD BOARD OF MEDICAL & OSTEOPATHIC
EXAMINERS

By: _____

By: _____

Name: John Steacy, CEO

Name: Margaret B. Hansen

Title: CEO

Title: Executive Director

Date: _____

Date: _____

ATTACHMENT A – SERVICE FUNCTIONS/STANDARDS

Affinity eHealth shall coordinate, schedule and administer drug testing services in compliance with the following specifications.

PARTICIPANT

1. Ability for a Participant to activate his/her account in the CMS via a web interface. Activation shall include assigning Participant a profile (including Username and Password), giving Participant a unique personal identification number (PIN), and establishing an account (including all required minimum deposits) to be used for payment of fees.
2. Capability for Participants to access, via toll free number or web interface, the Compliance Monitoring System and to be automatically notified whether the Participant must provide a specimen that day.
3. Provide Participants with assistance with test requirements during Company normal business hours (6:30 A.M. - 8:00 P.M. ET, Monday through Friday, 9:00 A.M. - 5:00 P.M. ET, Saturday and Sunday).
4. Maintain a Participant account and debit the account for fees and services incurred by the Participant including drug testing fees, specimen collection fees, MRO service fees, and program fees (where applicable).
5. Provide Participants with a convenient method of payment including credit card, debit card, or PayPal.

SPECIMEN COLLECTION

1. Maintain a process for handling chain of custody forms that ensure that a collected specimen can be accurately tracked to the Participant providing the specimen such as use of bar codes and Authorization number. The Company can verify, via the Internet, that the Administration of the Test has been completed.
2. Provide collection sites, courier services and drug testing laboratory services necessary for Company Participants to be drug tested in accordance with Company policies.
3. Establish a network of affiliated collection sites and courier services that Participants can use. The network shall be sufficient to conveniently meet needs of Company Participants in standard metropolitan areas. The network shall include any entity that Company notifies Affinity eHealth as being a collection site. Affinity eHealth shall assist Participants to locate new collection sites as needed within 30-mile radius of their residence as well as locating or

2. Notify Company of all confirmed positive test results the same day the test results are confirmed or by the next business day if the results are confirmed after hours, on the weekend, or on a state or federal holiday.
3. Notify Company when Participant misses three consecutive days of calling.
4. Notify Company when a Participant is an apparent no-show when Affinity eHealth has not received a test results from laboratory within 7 days of collection.

SERVICE LEVEL AGREEMENT

1. Notify Company if CMS site is down or anticipated to be down for more than two hours.
2. Have quality control methods in place for both internal and external operations (e.g., internal operation controls such as monthly test call-ins, quarterly record audits, off-site computer back-up system, etc. and external operations controls such as random checks of designated collection sites, control specimen routed by courier service to laboratory, etc.). At Company's request, provide a description of all of the quality control methods (type and frequency).
3. Maintain a log of times that the 800# used to notify Participants of required drug tests is out of operation or the website is down. Affinity eHealth shall have ability to verify to Company whether 800# was out of operation at any specified time. The log shall be provided to Company on quarterly basis and upon request.
4. Maintain the confidentiality of information about Company Participants being tested, in accordance with federal confidentiality regulations (42 CFR Part 2). Maintain all data in a manner that complies with applicable federal and state laws, including HIPAA and state patient privacy laws, governing collection, maintenance and distribution of data governing healthcare and chemical dependency related information.
5. Affinity eHealth and any laboratories, collection sites and courier services utilized shall meet all licensure requirements and industry standards and have any applicable state, federal and industry-standard certifications and, upon request, provide proof of such current licensure and certifications.
6. Laboratories must hold current, valid Department of Health and Human Services (DHHS) and Substance Abuse and Mental Health Services Administration (SAMHSA) certifications. Upon request, the laboratory will provide Company a description of the quality controls it uses to assure adherence to DHHS/SAMHSA standards.
7. With reasonable notice, Affinity eHealth will allow Company personnel to visit and inspect its headquarters.

*HairStat 10	HairStat 10 Drug Panel - USDTL	\$145.00
*HairStat 12	HairStat 12 Drug Panel - USDTL	\$250.00
*HairStat 14	HairStat 14 Drug Panel - USDTL	\$275.00
*HairStat - EtG	HairStat – EtG (Standalone) - USDTL	\$160.00
	HairStat – EtG (Add-on to one of the other USDTL HairStat Panels)	\$110.00
MRO SERVICES FOR PARTICIPANTS		\$50.00

Note: The fees listed above do not include specimen collection or the cost of using a third party collection site or courier if one is used.