

# Life Change Associates

## Telepsychiatry Services and Psychiatric Consulting Agreement

This Partnership Agreement is effective as of \_\_\_\_\_, and is between the following parties:  
(Date)

XYZ Nursing Home (the “Client”)

Address

City, State, Zip

Phone

And

Dr. Deric Ravsten (the “Consultant”)

Life Change Associates

1777 E. Clark, Suite 210

Pocatello, ID 83201

208-233-5433

### The parties agree as follows:

1. **Services.** The Consultant will provide psychiatric consulting services and/or telepsychiatry services (the “Services”) for the Client’s patients, as specified in Schedule A.
2. **Fees.** The Client will pay the Consultant the fees (the “Fees”) as specified in Schedule A.
3. **Payment.** Unless otherwise specified in Schedule A, the Consultant will invoice the Client immediately upon a signed agreement for start of Services and for expenses. The Client will pay the invoices within 10 days of receipt (the “Due Date”) unless consultant has agreed to alternate payment terms set forth by both parties.
4. **Term.** This Agreement will be in effect until the Services are completed, unless ended earlier as specified in Schedule A.
5. **Termination by the Client.** The Client may end this Agreement for any reason and at any time by giving 30 day written notice to the Consultant.
6. **Termination by the Consultant.** The Consultant may end this Agreement if:
  1. the Client fails to pay any amounts owing to the Consultant within 30 days after the Due Date, or
  2. the Client breaches any other fundamental obligation in this Agreement and does not remedy the breach within 15 days after receiving written notice of the breach from the Consultant.
7. **Effect of Termination.** When this Agreement ends for any reason:
  1. the Client will immediately pay the Consultant all outstanding expenses and Fees for Services performed as required, up to the date of termination;
8. **Confidentiality.**
  1. “Confidential Information” means all information (whether in oral, written or electronic form) relating to the business, patients, technology, personnel, marketing, customers, finances,

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products or services of the Client, and includes confidential information received by the Client from third parties, but excludes any information that:

1. was lawfully in the possession of the Consultant before receiving it from the Client;
  2. is provided in good faith to the Consultant by a third party without breaching any rights of the Client or any other party;
  3. is or becomes generally available to, or accessible by, the public through no fault of the Consultant; or
  4. is independently developed by the Consultant without use of the disclosed Confidential Information.
2. The Consultant may use the Client's Confidential Information only for the purpose of performing the Services and only to the extent required for that purpose. The Consultant must not use the Client's Confidential Information for any other purpose without the explicit written approval of the Client.
  3. The Consultant will keep the Client's Confidential Information confidential, and will also cause its directors, officers, employees and agents to keep the Client's Confidential Information confidential. The Consultant will take all necessary steps (including those steps that the Consultant takes to protect its own information that it regards as confidential) to maintain the confidentiality of the Client's Confidential Information.

### 9. Consultant's Obligations.

1. The Consultant will perform the Services in a competent and professional manner. The Consultant represents that it, its employees and its subcontractors (if applicable) have the skills and qualifications necessary to perform the Services.
2. The Consultant, its employees and its subcontractors (if applicable) will comply with all applicable laws.
3. In the performance of this Agreement, the Consultant will not breach any other agreement entered into by the Consultant.

10. **Entire Agreement.** This Agreement contains the whole agreement between the Client and the Consultant, and there are no representations, terms, conditions or collateral agreements – express, implied or statutory – other than as expressly set out in this Agreement.

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Deric Ravsten, DO  
Owner of Life Change Associates

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XYZ Facility Representative

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Title

**Life Change Associates**

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Date

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Date