

WEBINAR TRAINING and SERVICES CONTRACT

This Agreement, entered into this _____ day of _____ 2009, between KenLor Management, LLC t/d/b/a Profitable Practice Strategies ("PPS"), with a principal place of business at 517 Court Place, Pittsburgh, PA 15219, in association with Practice Masters Inc. (PMI), with a principal place of business at 1032 Peninsula Drive Central City, PA 15926 and _____ ("Client"), with a principal place of business at _____

WITNESSETH:

WHEREAS, PPS and PMI are in the business of providing business development, marketing, staff training and practice management services; and

WHEREAS, Client is in the business of providing health care services to the public; and

WHEREAS, Client wishes to obtain the services of PPS and PMI and PPS and PMI wish to provide such services to Client under the terms and conditions set forth herein.

NOW, THEREFORE, upon consideration of the promises and mutual covenants contained herein and intending to be legally bound hereby, PPS and PMI and Client agree as follows:

Section 1. Term and Termination. This Agreement shall commence on _____ 2009, and continue through _____ 2010. Provided Client is not in default hereunder, this Agreement shall automatically renew for additional six (6) month terms, unless Client notifies PPS/PMI in writing sixty (60) days prior to the expiration of the initial term or any renewal thereof that he/she/it intends to terminate this Agreement at the conclusion of the initial term or any renewal thereof, respectively. Consulting fees may be revised for subsequent renewal terms.

Section 2. Services. PPS/PMI will provide: 12 monthly educational webinars addressing business management skills to include any/all letters, forms, scripting and materials regularly used by PPS to implement the business systems taught. Additionally, PPS/PMI will provide 12 monthly coding & compliance webinars, monthly one-on-one 20 minute phone consultations relative to the coding/compliance topic delivered that month where scheduled by Client as well as a complete set of financial and clinical forms regularly provided to implement the coding and compliance concepts taught. Client will also be provided a reserved seat at two PPS/PMI seminars, welcome starter pack. It shall be Client's responsibility to attend the monthly webinars and live seminars as well as to schedule and participate in monthly phone consultations. No

credit shall be given for the value of a missed webinar, seminar, or phone consultation where Client fails to attend a scheduled webinar/seminar or fails to schedule and participate in a phone consultation.

Section 3. Webinar and Services Fees.

Client shall be responsible for payment in full of the total amount of \$ 9,600 for services to be rendered hereunder. Payment shall be made in accordance with the provisions of Section 4 hereunder.

Section 4. Payment Terms. Client shall pay for services identified in Section 2 in equal monthly installments of eight hundred dollars (\$ 800.00) due on the 1st day of month prior to the provision of services described in Section 2 beginning on _____ 2009 or, if that day is a weekend or holiday, the first business day thereafter,.

Section 5. Authorization for Credit Card Payments. The undersigned authorizes KenLor Management, LLC t/d/b/a/ Profitable Practice Strategies, Practice Masters Inc., its agents or assigns, to charge the agreed monthly payment to his/her/its _____ credit card number _____ which expires on ____ / _____. The agreed monthly payment for this contract is _____ (\$ _____).

Client understands that the above credit card may expire during the term of this Agreement; therefore, it further agrees to provide PPS/PMI with any change in the card number or expiration date of the above stated credit card within ten calendar days of such a change. This authorization shall remain valid for the above credit card and any replacements for the full duration of this Agreement or until the full contracted amount has been paid.

Client understands and agrees that no contact will be provided or necessary by PPS/PMI before the agreed monthly payments are charged to the above credit card and that the contracted payments will be charged to the credit card on the fifteenth (15th) day of each month or, if that day is a weekend or holiday, the first business day thereafter.

In the event that a payment is declined for any reason on the above card, Client will be notified by telephone and certified mail. Client will have five (5) business days from the date the payment was due to clear payment with the above credit card company or tender a certified check for the payment amount. Should Client continue to default in the agreed monthly payments, Section 6 of this Agreement shall control.

This Section shall survive the termination of this Agreement if full payment has not been received for all amounts owing hereunder. Client understands that PPS/PMI is relying upon the representations and authorizations set forth in this paragraph as an inducement to enter into this Agreement.

Section 6. Default. If Client fails to make any payment due hereunder on or before its due date, Client shall be declared in default and the entire outstanding balance shall become immediately due and payable. Client's default will also relieve PPS/PMI of any and all obligations it may have under this Agreement to render further services hereunder. PPS/PMI shall have all rights under law to collect the amounts due hereunder, and Client agrees to pay all costs of collection including interest at the rate of 1.5% per month until paid in full, plus attorneys' fees and costs.

Section 7. No Guarantees. Client understands and agrees that he/she/it is purchasing PPS/PMI and its employees' time and expertise to provide opinions and advice concerning business development, marketing, staff training, practice management, proper coding and compliance and that such advice is designed to optimize the quality and profitability of Client's business; however, PPS/PMI makes no guarantees that Client's business will expand, become more profitable or more compliant. Client understands and expressly agrees that business quality, profitability and compliance depend on many variable factors over which PPS/PMI has no control and further that Client may choose to accept or reject PPS'/PMI recommendations.

Section 8. Not Legal Advice. PPS/PMI does not offer legal advice and nothing PPS/PMI communicates to Client shall be construed as a legal opinion or legal advice. Client understands that no PPS officer or employee is licensed to practice law and Client shall be solely responsible for consulting with a licensed attorney concerning legal issues affecting Client's business practice that relate to services provided by PPS. Client further understands that Michael D. Miscoe, president of PMI is a licensed attorney in the state of California. Nonetheless, Client understands and expressly agrees that PMI is not engaged in the practice of law, execution of this contract does not establish an attorney-client relationship between Client and PMI or Client and Michael D. Miscoe, and that coding and compliance advice provided is not to be construed as legal advice. Further, Client understands and expressly agrees that any communication between Client and any PPS or PMI officer or employee, including Michael D. Miscoe, is not protected by the rules of attorney client privilege. Additionally, Client understands and expressly agrees that any information provided to any PPS or PMI officer or employee, including Michael D. Miscoe, is not protected by the rules of attorney-client work product doctrine. From time to time, PPS/PMI may engage attorneys licensed to practice law in the state of the Client's domicile to provide general information with respect to laws and regulations affecting health care practice, but nothing PPS/PMI communicates to Client shall be construed as legal advice specifically directed to Client's practice issues.

Section 9. Non-Disclosure of Confidential Information.

(a) In the course of providing its services, PPS/PMI may have access to certain confidential or privileged information of Client, including protected health information of Client's patients. PPS/PMI agrees for itself and its employees that it will not use or disclose any confidential information and in particular any protected health

information, for any purpose other than fulfilling its obligations under this Agreement and that it shall not disclose such information to any other person or entity except as required by law.

(b) Client understands that the information and advice that will be provided to Client by PPS/PMI hereunder including written information, forms, documents, pamphlets, procedures, instructional and/or marketing materials, are the sole and exclusive property of PPS/PMI and may not be used, disclosed, or reproduced for any other person or entity without the express written consent of PPS/PMI. Any such unauthorized use or disclosure shall constitute a separate default of this Agreement. For each such default, Client agrees to pay the sum of Ten Thousand Dollars (\$10,000) in liquidated damages as a reasonable estimate of the damage to PPS/PMI, such damage being incapable of precise calculation.

Section 10. Indemnification.

(a) Client covenants and agrees to indemnify and hold harmless PPS/PMI, and their respective employees, officers, members and assigns from and against any liability, loss, damages, cost or expense (including court costs and attorneys' fees) arising from or in any manner connected with Client's (i) breach of any term or provision of this Agreement, (ii) acts or omissions, or (iii) any unauthorized use or disclosure of confidential or proprietary information belonging to PPS/PMI.

(b) PPS/PMI covenants and agrees to indemnify and hold harmless client, its employees, officers, shareholders and members from and against any liability, loss, damages, cost or expense (including court costs) arising from or in any manner connected with PPS'/PMI's (i) breach of any term or provision of this Agreement or (ii) any intentional misuse or unauthorized disclosure of patients' protected health information contained in Client's records.

These indemnification provisions shall expressly survive termination of this Agreement.

Section 11. Construction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Exclusive jurisdiction for any dispute under this Agreement resides in the courts of the Commonwealth of Pennsylvania, and Client agrees and consents to the exercise of personal jurisdiction in the courts of the Commonwealth of Pennsylvania in connection with any such dispute, with venue in the Allegheny County Court of Common Pleas or the U.S. District Court for the Western District of Pennsylvania. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement may be modified only by a written amendment signed by all parties and terms hereunder may be waived only by a writing signed by the party to be bound by the waiver. This Agreement may not be assigned by Client without PPS'/PMI's consent. Client expressly agrees to permit PPS/PMI to

assign this Agreement to any entity with which it engages in a fundamental corporate transaction.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement as of the day and year first written above.

Witness:

**KenLor Management, LLC
t/d/b/a/ Profitable Practice Strategies**

By:

Lori W. Allen

Witness:

Client:

By:

Witness:

Practice Masters Inc.

By:

Michael D. Miscoe