



SERVICES AGREEMENT

THIS CLINICAL SERVICES AGREEMENT (the “Agreement”) is entered into and effective as of this [REDACTED] day of [REDACTED], 20__ (the “Effective Date”), by and between [REDACTED], a [REDACTED] based in [REDACTED] (hereinafter “Entity”), and **Velocity Health Clinic, P.C.**, an Ohio professional corporation (hereinafter “Velocity”). Entity and Velocity are collectively referred to as the “Parties” (or individually as a “Party”).

RECITALS:

WHEREAS, Entity owns and operates a [REDACTED] based in [REDACTED], and provides services to its client(s)/employee(s);

WHEREAS, Velocity Health Clinic, P.C. employs and engages licensed healthcare professionals, including physicians, nurses, and other clinicians, and provides clinical healthcare services to client(s)/employee(s) directly, and offers clinical services on behalf of other professional entities, including but not limited to telehealth and virtual care management services (the “Clinical Services”);

WHEREAS, Entity desires to engage Velocity to provide the Clinical Services to clients of Entity, and Velocity agrees to provide such Clinical Services on behalf of Entity pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Engagement and Scope of Services

1.1 Engagement. Entity hereby engages Velocity to provide certain Clinical Services to client(s)/employee(s) of Entity, and Velocity hereby agrees to provide such Clinical Services in accordance with the terms and conditions of this Agreement. This engagement is strictly contractual and shall not create any employment, partnership, joint venture, or agency relationship between the Parties. Velocity shall act as an independent contractor at all times. Velocity will not and will cause its clinicians not to hold themselves out as employees or agents of Entity, except to the limited extent necessary to deliver the Clinical Services for Entity as described in this Agreement and as authorized in writing by Entity.

1.2 Scope of Services. Velocity shall provide comprehensive primespan, longevity, and performance optimization care to the client(s)/employee(s) of Entity, including clinical assessments and treatment by licensed physicians. Such Clinical Services may include, but are not limited to:

(a) initial consultations and onboarding; (b) review of medical histories and diagnostic data; (c) ordering and interpretation of laboratory testing; (d) participation in care team coordination and



interdisciplinary case reviews; (e) periodic laboratory testing; and (f) telehealth clinical and nursing consultations and care management support. Velocity will perform the Clinical Services in accordance with all applicable laws and the applicable standards of care.

1.3 Independent Medical Judgment. Velocity shall retain full clinical authority and professional judgment over the care provided by its clinicians. Nothing in this Agreement shall be construed to restrict or influence the independent medical judgment of any licensed healthcare provider. Notwithstanding the foregoing, Entity may (i) set client(s)/employee(s) eligibility and assignment criteria; (ii) establish reasonable documentation, quality, client(s)/employee(s)-experience, and response-time standards; and (iii) require removal or replacement of any Velocity clinician from providing Clinical Services to Entity client(s)/employee(s), in Entity's sole discretion, including for quality, compliance, credentialing, client(s)/employee(s)-safety, professionalism, or reputational reasons.

1.4 Locations and Modality. Clinical Services will be delivered via telehealth and/or in person, subject to the laws and regulations of the states in which services are rendered. Velocity represents and warrants that it and its clinicians will only render Clinical Services to Entity client(s)/employee(s) located in jurisdictions where the rendering clinician is properly licensed and where telehealth is legally permitted for the service rendered, and will implement processes to verify client(s)/employee(s) location at each encounter.

1.5 Compliance with Corporate Practice of Medicine Laws. The Parties acknowledge and agree that all Clinical Services provided pursuant to this Agreement shall comply with applicable state laws prohibiting the corporate practice of medicine. Nothing in this Agreement shall be construed to permit Velocity to control, direct, or otherwise interfere with the independent clinical judgment of physicians or licensed healthcare professionals rendering services under the auspices of Entity. Clinical decision-making shall remain exclusively with Entity and its licensed providers as required by applicable law, including but not limited to California Business and Professions Code § 2400 and New York Education Law § 6530(11). Velocity will not provide management, administrative, marketing, scheduling, or other services to Entity client(s)/employee(s) except as expressly authorized by Entity in writing, and Velocity will not set fees charged to client(s)/employee(s) or pay or receive any portion of client(s)/employee(s) fees, except the Service Fees expressly set forth in Section 4.

1.6 Clinical Oversight and Integration. All Clinical Services rendered by Velocity providers shall be performed under the clinical oversight of Entity and integrated into Entity's client(s)/employee(s) care model. Velocity providers shall follow Entity's clinical protocols and documentation standards and shall render services solely for Entity client(s)/employee(s) under Entity's legal and regulatory authority. Velocity will ensure all Clinical Services documentation is completed and transmitted to Entity within 24 hours of each encounter (or sooner if clinically indicated), and will promptly notify Entity of any adverse event, client(s)/employee(s) complaint, sentinel event, or reportable incident involving a Entity client(s)/employee(s).

2. Responsibilities of Entity



2.1 Authorization and Cooperation. Entity shall cooperate with Velocity in the scheduling and coordination of Clinical Services, including granting access to necessary medical records, systems, and tools. Entity may suspend or limit Velocity's access to Entity systems at any time for security, compliance, or operational reasons.

2.2 Client(s)/Employee(s) Assignment. Entity shall connect client(s)/employee(s) with Velocity for Clinical Services on a mutually agreed basis. All client(s)/employee(s) served under this Agreement shall be client(s)/employee(s) of Velocity for legal and regulatory purposes.

2.3 Compliance and Licensure. Entity shall maintain all applicable state and federal licenses, certifications, and permits necessary to operate and provide a legal framework for the Clinical Services rendered by Velocity clinicians. Entity makes no representation that Velocity or its clinicians may lawfully render services in any jurisdiction; Velocity is solely responsible for its and its clinicians' licensure and compliance as set forth in this Agreement.

2.4 Data and Records. Velocity shall ensure that client(s)/employee(s) medical records are complete and accessible to Entity as needed for care delivery. All medical records shall remain the property of Velocity.

2.5 Billing and Reimbursement. All membership billing for Clinical Services rendered under this Agreement shall be submitted by Entity using its own tax identification number. Velocity and its providers shall not bill independently for any services provided under this Agreement without the express written consent of Entity. Velocity will provide any reasonable information and cooperation requested by Entity to support coding, billing, payor audits, and reimbursement appeals, at no additional charge.

3. Responsibilities of Velocity

3.1 Licensure and Credentials. Velocity shall ensure that all providers delivering Clinical Services under this Agreement are duly licensed, credentialed, and in good standing in the state(s) in which they provide care. Without limiting the foregoing, Velocity will: (i) maintain and, upon request, provide Entity with current copies of each clinician's licenses, DEA registration (if applicable), board certifications (if applicable), NPIs, background checks, and exclusion screening results; (ii) screen (and re-screen at least monthly) all clinicians and relevant personnel against OIG and SAM exclusion lists and any state Medicaid exclusion lists; and (iii) immediately remove any clinician from providing Clinical Services if the clinician is excluded, sanctioned, under investigation that could reasonably affect eligibility, or not in good standing.

3.2 Clinical Quality and Oversight. Velocity shall maintain a quality assurance program and adhere to applicable clinical guidelines, ensuring that all services are rendered in a competent and professional manner. At Entity's request, Velocity will provide summaries of its quality assurance activities and implement mutually agreed corrective action plans. Velocity will cooperate with Entity in responding to client(s)/employee(s) complaints and regulatory inquiries.



3.3 Insurance. Velocity shall maintain professional liability (malpractice) insurance for all providers delivering services under this Agreement in compliance with applicable state laws. Velocity will maintain (i) professional liability insurance with limits of not less than \$1,000,000 per claim / \$3,000,000 aggregate; (ii) commercial general liability insurance of not less than \$1,000,000 per occurrence / \$2,000,000 aggregate; (iii) cyber/privacy liability insurance of not less than \$1,000,000; and (iv) workers' compensation insurance as required by law. Upon request, Velocity will provide certificates of insurance and will name Entity and its Affiliates, and each of their respective officers, directors, managers, and employees, as additional insureds on the CGL policy and as additional insureds where commercially available on the cyber policy. Coverage will be primary and non-contributory to Entity's insurance. Velocity will provide at least thirty (30) days' prior written notice of cancellation or material reduction in coverage.

3.4 Reporting and Coordination. Velocity shall provide documentation and summaries of clinical encounters to Entity in a timely manner, and participate in case conferences or coordination meetings as requested by Entity.

3.5 Audit and Inspection Rights. Entity shall have the right, upon reasonable notice and during normal business hours, to audit and inspect Velocity's records, policies, procedures, and clinical documentation related to the services provided under this Agreement, for purposes of ensuring compliance with applicable laws, clinical standards, and the terms of this Agreement. Any such audit shall be conducted in a manner that does not unreasonably disrupt Velocity's operations. Velocity will promptly address any deficiencies identified by Entity and will provide a written remediation plan within ten (10) business days after notice. If an audit identifies material noncompliance, Velocity will reimburse Entity for reasonable, documented audit costs.

3.6 HIPAA Compliance. The Parties shall comply with all applicable federal and state privacy and data security laws, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations. The Parties acknowledge and agree that the handling of protected health information ("PHI") under this Agreement shall be governed by the terms of the Business Associate Agreement attached hereto as Exhibit A. Velocity will implement and maintain administrative, physical, and technical safeguards that meet or exceed HIPAA Security Rule requirements and industry standards, including encryption of ePHI in transit and at rest, access controls, audit logging, vulnerability management, and workforce training. Velocity will notify Entity of any actual or suspected Security Incident or Breach (as defined in Exhibit A) without undue delay and in any event within twenty-four (24) hours of discovery, and will cooperate fully with Entity's investigation, mitigation, notifications, and remediation.

3.7 Subcontractors and Tools. Velocity will not use any subcontractor, agent, or third-party platform to create, receive, maintain, or transmit PHI for Entity without Entity's prior written approval, and only if such third party has entered into a written agreement imposing HIPAA-compliant obligations at least as protective as Exhibit A.



3.8 Non-Disparagement and Brand Use. Velocity will not use Entity's name, trademarks, or other branding, or issue any press release or marketing communication relating to this Agreement or the Clinical Services, without Entity's prior written consent.

4. Compensation

4.1 Service Fees. In consideration of the Clinical Services provided by Velocity, Entity shall pay Velocity a service fee of \$3,000 for each initial assessment followed by \$2,000 per month per enrolled executive for contracted clinical services, to begin immediately once a client(s)/employee(s) signs up with Entity, is assigned to Velocity for Clinical Services and all requirements for examination and treatment of the Client(s)/Employee(s) have been satisfied.

4.2 Invoicing and Payment. Velocity shall invoice Entity monthly in arrears, and Entity shall remit payment within fifteen (15) days of receipt of such invoice.

4.3 Fair Market Value. The Parties represent that the compensation described herein reflects the fair market value for the Clinical Services and has been negotiated at arm's length.

4.4 No Fee-Splitting or Referrals. The Parties agree that compensation under this Agreement is not conditioned on referrals or business generation between the Parties, and is intended to comply with all applicable laws prohibiting fee-splitting and remuneration for referrals, including but not limited to the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b), the federal Stark Law (42 U.S.C. § 1395nn), and applicable state analogues.

5. Term and Termination

5.1 Term. This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year, automatically renewing for successive one-year terms unless terminated in accordance with this Agreement.

5.2 Termination. Either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other Party. Either Party may terminate for cause immediately upon notice of a material breach that is not cured within thirty (30) days. Entity may terminate this Agreement immediately upon written notice if: (i) Velocity loses required licensure/credentials or is excluded/suspended/sanctioned; (iv) Velocity's insurance lapses or is materially reduced; or (v) Velocity engages in conduct that could reasonably be expected to harm or client(s)/employee(s) safety.

5.3 Transition Assistance; Continuity of Care. Upon any expiration or termination, Velocity will (i) cooperate to ensure continuity of care for all affected client(s)/employee(s), (ii) provide to Entity within five (5) business days all documentation, encounter notes, and other records relating to Entity client(s)/employee(s) not previously provided, and (iii) for a period of up to 30 days after termination (or longer as required by law or client(s)/employee(s) safety), provide



reasonable transition assistance at no additional charge, including handoffs and responding to clinically necessary inquiries.

6. Miscellaneous

6.1 Independent Practices. Velocity us ab independent Practice and nothing in this Agreement shall create a partnership, employment, or joint venture relationship.

6.2 Governing Law. This Agreement shall be governed by the laws of the State of Ohio. Without limiting the foregoing, the Parties acknowledge that the Clinical Services will be rendered subject to the laws and regulations of the states where the client(s)/employee(s) is located at the time services are provided.

6.3 Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior agreements or understandings. Any amendment must be in writing and signed by both Parties.

6.4 Non-Solicitation and Non-Ownership of Client(s)/Employee(s). Velocity shall not claim ownership of, or directly solicit, any client(s)/employee(s) receiving Clinical Services under this Agreement. All client(s)/employee(s) relationships established through this Agreement shall be deemed the sole and exclusive property of Entity. Without limiting the foregoing, during the Term and for twelve (12) months thereafter, Velocity will not (i) market or provide competing clinical services to any Entity client(s)/employee(s), (ii) encourage any Entity client(s)/employee(s) to discontinue services with Entity, or (iii) use any Entity client(s)/employee(s) information for any purpose other than providing the Clinical Services under this Agreement.

6.5 Indemnification. Each Party shall indemnify, defend, and hold harmless the other Party, its officers, directors, agents, and employees, from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising from (a) any breach of this Agreement, or (b) the negligent, willful, or unlawful acts or omissions of the indemnifying Party or its personnel in connection with the performance of this Agreement. Velocity's indemnity includes claims arising out of or relating to (i) any alleged malpractice or professional negligence by Velocity or its clinicians; (ii) any licensure, credentialing, prescribing, ordering, documentation, or standard-of-care issue attributable to Velocity or its clinicians; and (v) any employment-related claims by Velocity personnel. Entity will promptly notify Velocity of any indemnified claim and may participate with counsel of its choosing at Velocity's expense; however, Velocity may not settle any claim that (A) admits fault on behalf of Entity, (B) imposes non-monetary obligations on Entity without Entity's prior written consent.

6.6 Confidentiality. Velocity will keep confidential and not use or disclose (except as permitted under this Agreement) all non-public information about Entity, its client(s)/employee(s), pricing, operations, protocols, and technology ("Confidential Information"). Confidential Information includes PHI and will be handled in accordance with Exhibit A. These obligations do not apply



to information that Velocity can demonstrate is (i) publicly available through no breach by Velocity, (ii) independently developed without use of Confidential Information, or (iii) rightfully received from a third party without restriction. Velocity may disclose Confidential Information only if required by law, provided it gives Entity prompt notice (to the extent legally permitted) and reasonably cooperates with Entity's efforts to limit disclosure.

6.7 Limitation of Liability. To the maximum extent permitted by law, Entity and Velocity will not be liable to each other for any indirect, incidental, special, consequential, exemplary, or punitive damages, or loss of profits, revenue, goodwill, or data, arising out of or relating to this Agreement, even if advised of the possibility. Each Party's aggregate liability arising out of or relating to this Agreement will not exceed the total Service Fees paid by Entity to Velocity in the three (3) months preceding the event giving rise to the claim. Nothing in this Section limits Velocity's obligations or liability under Sections 3.6, 6.5, Exhibit A, or for fraud, gross negligence, or willful misconduct.

6.8 Notices. Any notice under this Agreement must be in writing and delivered by personal delivery, nationally recognized overnight courier, or email (with confirmation of transmission), to the addresses set forth below (or as updated by notice). Notices are effective upon receipt (or, for email, upon confirmation of transmission if sent during normal business hours, otherwise the next business day).

If to Velocity:

If to Entity:

6.9 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, and all of which together form one instrument. Electronic signatures are effective.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ENTITY

By: _____

Name: _____

Title: _____

Date: _____

VELOCITY HEALTH CLINIC, P.C.

By: _____

Name: _____

Title: _____

Date: _____



EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

This Exhibit A, Business Associate Agreement (“BAA”) is entered into between Entity and Velocity.

RECITALS

I. Velocity Health is a “Covered Entity” as that term is defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”) and the implementing rules of said laws at 45 C.F.R. Parts 160 and 164 (all collectively referred to as the “HIPAA Rules”).

II. Entity and Velocity Health have entered into a Services Agreement for clinical services (the “Services Agreement”). Under the Services Agreement, Velocity Health will create, receive, maintain, or transmit Protected Health Information (“PHI”) on behalf of Entity in connection with the provision of Clinical Services. Accordingly, Entity shall be deemed a “Business Associate” of Velocity Health, and Velocity Health shall be deemed a “Covered Entity,” as those terms are defined under the HIPAA Rules.” If and to the extent Entity is itself a Covered Entity with respect to any PHI, Entity will comply with HIPAA in that capacity as well.

III. While there is a good faith assumption that Velocity Health and Entity are participating in an “organized health care arrangement,” as that term is defined by the HIPAA Rules, Entity and Velocity Health still seek to take additional steps, through this BAA, to safeguard PHI and to set forth the terms and conditions which PHI will be handled by either party when acting as a business associate or agent of the other party. The Parties desire to safeguard PHI and to set forth the terms and conditions under which Velocity may create, receive, maintain, or transmit PHI on behalf of Entity.

TERMS & CONDITIONS

1. Definitions. The following terms used in this BAA have the same meaning as those terms in the HIPAA Rules: Agent, Breach, Business Associate, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Organized Health Care Arrangement, PHI, Required By Law, Secretary, Security Incident, SubPractice, Unsecured PHI, and Use. In addition,

2. Obligations of Business Associate or Agent. When functioning as a business associate or agent of the other party, each party agrees to:

1. Entity shall not use or disclose PHI other than as permitted or required by this Agreement, the Services Agreement, or as required by applicable law. Entity shall limit its use, disclosure, and request of PHI to the minimum necessary to accomplish the



intended purpose. Entity will not de-identify PHI, create derivative data sets, or use PHI for product improvement, analytics, marketing, or any secondary purpose, except as expressly authorized in writing by Velocity and permitted by HIPAA.

2. Use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI, except as required by the Services Agreement;
3. Report to the other party any use or disclosure of PHI potentially in violation of the HIPAA Rules within three (3) business days of the potential violation, including breaches of unsecured PHI as required at 45 C.F.R. § 164.410, and any security incident of which the party becomes aware; provided that Velocity will notify Entity of any actual or suspected Breach or Security Incident without undue delay and will provide all information reasonably requested by Velocity to comply with 45 C.F.R. §§ 164.404, 164.406, and 164.408 and applicable state breach notification laws.
4. If applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the business associate or agent agree to the same restrictions, conditions, and requirements that apply to the business associate or agent with respect to such information; and Entity will remain fully responsible for its subcontractors' acts and omissions.
5. Make available PHI in a designated record set to the other party as necessary to satisfy covered entity obligations of the other party under 45 C.F.R. § 164.524;
6. Make any amendments to PHI in a designated record set as directed or agreed to by the covered entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy covered entity obligations of the other party under 45 C.F.R. § 164.526;
7. Maintain and make available the information required to provide an accounting of disclosures to the other party as necessary to satisfy covered entity obligations under 45 C.F.R. § 164.528;
8. To the extent the business associate or agent is to carry out one or more of the other party's obligations as a covered entity under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s);
9. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules; and
10. If either party has agreed to or is obligated to restrict the use or disclosure of PHI of an individual under 45 C.F.R. § 164.522, that party must notify the other party of such restrictions to the extent that such restriction may affect the other party's use or disclosure of PHI under the Services Agreement.

3. Termination. This BAA shall terminate upon the termination of the Services Agreement. Each Party authorizes termination of the Services Agreement if the other Party violates a material term of this BAA and has not cured the breach or ended the violation within the time specified by the non-breaching Party. Upon termination of this BAA for any reason, each Party agrees to do the following with respect to PHI created, sent, maintained or received on behalf of the other Party. Obligations shall survive the termination of the BAA and the Services Agreement.



A. Return or Destruction of PHI.

Each Party shall, to the extent feasible, return or destroy all PHI in its possession or control. If return or destruction of PHI is not feasible, the Party shall:

- Retain only that PHI which is necessary to fulfill its legal obligations or for proper management and administration;
- Continue to use appropriate safeguards to prevent any use or disclosure of the PHI other than as permitted by this BAA and applicable law;
- Not use or disclose the retained PHI other than for the purposes for which it was retained and subject to the same restrictions and conditions that applied prior to termination;

Destroy the retained PHI when it is no longer needed for those purposes.

4. **4. Indemnification.** Entity shall indemnify, defend, and hold harmless Velocity from and against any and all claims, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or related to any breach of this BAA or violation of applicable privacy laws by Entity or its agents, subcontractors, or employees.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ENTITY

By: _____

Name: _____

Title: _____

Date: _____

VELOCITY HEALTH CLINIC, P.C.

By: _____

Name: _____

Title: _____

Date: _____