PILLAR HEALTHSPAN

A service of Reserve Healthspan, PLLC — Little Rock, Arkansas

DIRECT PRIMARY CARE SERVICES AGREEMENT

Published Rate Schedule and Standard Terms | Prepared for publication in the Cost Plus Wellness community-contract format

AGREEMENT AT A GLANCE

This summary is provided for the convenience of the reviewing officer. The full terms in Articles 1 through 8 govern.

Structure	Direct agreement between the Employer and the Practice. No third-party administrator fees, network access charges, platform charges, or intermediary compensation of any kind.
Total cost	$1,999 per Enrolled Member per year, plus a $40 flat fee for in-person visits beyond the included assessments. Virtual care is unlimited at no per-visit charge. The rate schedule in Article 2 is the complete and exclusive list of charges under this Agreement.
Rate uniformity	Published rates are identical for all employers regardless of size and are fixed for the Initial Term.
Payment	Net thirty (30) days from invoice; quarterly enrollment true-up.
Member protections	No balance billing. No prior authorization. No out-of-pocket exposure beyond the published $40 visit fee.
Accountability	Same-day or next-business-day access standard, measured and reported quarterly, with a five percent (5%) invoice credit for any quarter in which performance falls below ninety percent (90%).
Exit	Twelve-month Initial Term; thereafter either party may terminate on sixty (60) days' written notice without penalty.

ARTICLE 1 — PARTIES; PURPOSE; DEFINITIONS

1.1 This Direct Primary Care Services Agreement (the "Agreement") is entered into by and between Reserve Healthspan, PLLC, an Arkansas professional limited liability company doing business as Pillar Healthspan (the "Practice"), and the employer identified on the signature page (the "Employer").

1.2 The Practice is a physician-owned primary care practice founded and led by Corey Sadler, DO, MS, a board-certified family physician. The Practice provides membership-based, measurement-oriented primary care through care teams consisting of a licensed provider paired with a registered nurse, with enrollment per care team capped at approximately one-quarter of the panel size typical of insurance-based primary care. The purpose of this Agreement is to make those services available to the Employer's eligible employees at published, fixed rates, payable directly by the Employer without intermediaries.

1.3 "Enrolled Member" means an eligible employee (or, where elected by the Employer, an eligible dependent age eighteen or older) identified on the Employer's eligibility file and accepted for enrollment by the Practice. "Effective Date" means the date of last signature below. "Initial Term" has the meaning given in Article 6.

ARTICLE 2 — PUBLISHED RATE SCHEDULE

2.1 The rates below constitute the complete and exclusive schedule of charges under this Agreement. No enrollment, implementation, administrative, technology, or per-employee-per-month platform fee applies. Routine laboratory studies obtained through the Practice's negotiated laboratory arrangements are passed through at the Practice's cost without markup.

Service	Rate	Terms
Membership, per Enrolled Member per year	**$1,999**	Invoiced annually, or $166.58 per month at the Employer's election; includes all services in Article 3
Virtual visits (video, telephone, secure messaging)	No charge	Unlimited
Initial comprehensive assessment and twice-yearly comprehensive in-person assessments	No charge	Included in membership
Additional in-person visits (acute care; chronic disease management)	$40 per visit	Collected at the point of care; no additional balance is billed to the member or the Employer
Healthspan Reserve Index (HRI) assessment (optional)	$800 member; $1,200 non-member	Six-domain physiologic assessment; separately elected by the individual; never a condition of membership
Executive tier (optional; separately contracted)	$4,500 per year	Physician-delivered assessments; annual HRI included; priority scheduling
Quarterly utilization reporting to the Employer	No charge	See Article 5

ARTICLE 3 — COVERED SERVICES; EXCLUSIONS

3.1 Membership includes: unlimited virtual primary care visits; an initial comprehensive in-person assessment and twice-yearly comprehensive in-person assessments thereafter; a same-day or next-business-day response standard; direct secure messaging with the member's named care team; physician-reviewed integration of wearable-device data; longitudinal management of chronic conditions, including hypertension, diabetes, dyslipidemia, and metabolic disease, conducted under documented, evidence-based clinical protocols; preventive care planning and coordination of guideline-based cancer screening; physician-directed referral management; and care navigation for services outside primary care.

3.2 This Agreement does not include, and the membership fee does not compensate: prescription drug coverage, specialty care, hospital or facility services, advanced imaging, or emergency services. The services under this Agreement complement, and do not replace, the Employer's group health plan.

ARTICLE 4 — FEES; PAYMENT; ELIGIBILITY

4.1 The Employer shall pay membership fees at the rates in Article 2 within thirty (30) days of receipt of invoice. Mid-period enrollment additions and terminations are reconciled by quarterly true-up rather than monthly proration.

4.2 The Employer shall provide a monthly eligibility file in a format reasonably specified by the Practice. Enrollment is effective the first day of the month following acceptance of the eligibility record, or as otherwise agreed.

4.3 Services are available to Enrolled Members located in states in which the Practice's clinicians hold active licensure (currently Arkansas, with expansion contemplated through the Interstate Medical Licensure Compact). Employees eligible for Medicare are not eligible for enrollment under this Agreement and, upon request, will be offered services under the Practice's separate Medicare-compliant structure.

4.4 No balance billing; no prior authorization; no spread pricing. Enrolled Members shall not be billed any amount beyond the published rates in Article 2. No service under this Agreement requires prior authorization from any party. No intermediary receives compensation under this Agreement.

ARTICLE 5 — ACCESS STANDARD; PERFORMANCE CREDIT; REPORTING

5.1 The Practice shall maintain a same-day or next-business-day response standard for Enrolled Member care requests, measured quarterly as the percentage of care requests receiving a clinical response within one business day.

5.2 If quarterly access performance falls below ninety percent (90%), the Practice shall apply a credit equal to five percent (5%) of the Employer's next quarterly membership invoice. This credit is the Employer's exclusive remedy for the access standard and is not subject to carry-forward or aggregation.

5.3 Within thirty (30) days of each calendar quarter, the Practice shall deliver to the Employer a de-identified utilization report including: enrollment census; visit volume by modality; access performance against the standard in Section 5.1; and referral rate per one hundred Enrolled Members. Reports contain no protected health information. The Employer is encouraged to evaluate the claims experience of enrolled and non-enrolled populations within its own plan data.

ARTICLE 6 — TERM; TERMINATION

6.1 This Agreement commences on the Effective Date and continues for an initial term of twelve (12) months (the "Initial Term"), renewing automatically for successive twelve-month terms unless terminated as provided herein.

6.2 Following the Initial Term, either party may terminate this Agreement upon sixty (60) days' prior written notice, without penalty. Either party may terminate for material breach upon thirty (30) days' written notice if the breach remains uncured at the end of the notice period. Fees are earned ratably; upon termination, prepaid unearned fees are refunded on a pro-rata basis within thirty (30) days.

6.3 Published rates are fixed for the Initial Term. Rate changes for any renewal term require ninety (90) days' prior written notice and apply only upon renewal.

ARTICLE 7 — REGULATORY STATUS; DISCLOSURES

7.1 Not insurance. This Agreement is a direct agreement for primary care services. It is not health insurance, is not a qualified health plan, and does not satisfy any individual or employer coverage mandate. Enrolled Members should maintain comprehensive health coverage.

7.2 Health savings accounts. At the fee level and structure set forth in Article 2, this arrangement does not satisfy the fee and sole-compensation conditions of the federal direct primary care safe harbor applicable to health savings account eligibility (26 U.S.C. § 223, as amended; IRS Notice 2026-05). Employers offering HSA-qualified high-deductible health plans should review contribution and eligibility design with their benefits counsel and third-party administrator before enrolling HSA-contributing employees.

7.3 Benefit plan design. The Employer is responsible for determining how the services under this Agreement are offered within its benefit program, including any ERISA plan documentation, disclosure, and tax reporting applicable to employer-paid fees. The Practice shall reasonably cooperate with the Employer's administrators, including provision of annual fee statements.

7.4 Clinical independence. All clinical decisions are made exclusively by the Practice's licensed clinicians in the exercise of independent professional judgment. Nothing in this Agreement permits the Employer to direct clinical care or to access any Enrolled Member's protected health information.

ARTICLE 8 — GENERAL PROVISIONS

8.1 Confidentiality and privacy. The Practice maintains the privacy and security of member health information in accordance with applicable federal and state law. Employer-facing reporting is limited to de-identified, aggregate data as described in Section 5.3.

8.2 Insurance. The Practice maintains professional liability coverage with limits customary for primary care practice in Arkansas and shall provide a certificate of coverage upon request.

8.3 Independent parties. The parties are independent contracting parties. Nothing in this Agreement creates an employment, agency, or joint venture relationship.

8.4 Assignment; amendment; entire agreement. Neither party may assign this Agreement without the other party's written consent, except to a successor in interest. Amendments must be in a writing signed by both parties. This Agreement, together with its rate schedule, constitutes the entire agreement of the parties with respect to its subject matter.

8.5 Governing law. This Agreement is governed by the laws of the State of Arkansas, without regard to conflict-of-laws principles.

8.6 Notices. Notices shall be in writing and delivered to the addresses set forth on the signature page, with a copy by electronic mail.

EXECUTION

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

RESERVE HEALTHSPAN, PLLC	EMPLOYER

d/b/a Pillar Healthspan By: _____ Corey Sadler, DO, MS Founder and Managing Member Date: _____ Address: Little Rock, Arkansas pillarhealthspan.com	By: _____ Name: _____ Title: _____ Date: _____ Address: _____ _____

Form version 1.0 (July 2026). Published rates and standard terms; execution copies are prepared per employer.