



Indiana Direct Primary Care, Professional Corporation

Employer Agreement

This Agreement for Medical Services (this "Agreement") is effective and entered into between Indiana Direct Primary Care, Professional Corporation ("Provider") and _____ ("Employer"), as of _____ ("Effective Date").

RECITALS

- A. Employer seeks to provide access for its employees to the medical services described on Exhibit A (the "Medical Services").
- B. Employer desires to retain Provider to provide such Medical Services for its employees.
- C. Provider desires to provide Medical Services to the Employer's employees and their dependents through a near-site shared clinic ("Clinic").
- D. Employer and Provider desire to memorialize their agreement with this Agreement.

ACKNOWLEDGEMENT

Employer understands and acknowledges that Provider does not accept any form of insurance for Medical Services. Accordingly, Employer expressly understands and acknowledges that the provision of Medical Services and supplies under this Agreement constitutes the establishment of a direct relationship between the Employer and the Employer's employees and Provider without influence by guidelines, restrictions or contracts established by any third party, including but not limited to health insurance companies, health maintenance organizations, hospital service organizations, or the Medicare or Medicaid (AHCCCS) programs. Provider and each of the Employer's employees expressly understand and acknowledge that this Agreement is not intended to duplicate any benefits, services or supplies that are provided by private insurance or the Medicare or Medicaid Programs. The Fee for Medical Services does not affect the co-payments, co-insurance or deductibles that the Employer's employees are required to pay pursuant to the terms of any applicable insurance coverage they may have. The Employer understands and acknowledges that this Agreement is not intended to circumvent the Employer's employees right to obtain health, life or disability insurance, and neither Provider nor Employer has represented to the Employer's employees that the employees (or the employee's spouse or children) no longer requires health, life or disability insurance. Provider shall not bill any third party, including but not limited to any insurance carrier, health care services corporation, hospital services corporation, Medicare or Medicaid for medical care services or supplies rendered to the Employer's employees under the terms of Agreement. Provider is not responsible for knowing any changes in Employer's health insurance coverage plans/agreement or the "Medical Services" therein.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, Employer and Provider agree as follows:

1. **Purpose.** The purpose of this Agreement is to help ensure that Employer's employees receive the Medical Services during the Term (in Section 9) of this Agreement from Provider.
 2. **Services by Provider.** Provider agrees to provide the Medical Services to Employer's employees. Provider agrees to perform such Medical Services, at all times, in strict accordance with currently approved and acceptable methods and practices in its profession. Provider further agrees to provide the Medical Services in a professional, timely and competent manner. Provider agrees to provide the Medical Services as needed to discharge the duties and obligations of this Agreement.
 3. **Member Enrollment.** Access to Medical Services will be based on the most recent Eligibility Information provided by Employer to Provider, as required under Section 4 of this Agreement.
 4. **Eligibility.** Employer shall be responsible for determining eligibility to receive Medical Services.
 5. **Medical Records.** All medical records pertaining to services rendered to the Employer's employees hereunder, including patient lists, case records and histories, x-ray and other films, physician-patient notes, reports, interpretations, consultations, and other related information, shall be the sole property of Provider; provided, in the event of the termination of this Agreement, and at Employer's employees' request, Provider shall transfer such records to a party authorized by law to accept such records.
 6. **HIPAA.** The Parties shall comply with all federal and state regulations regarding the use and disclosure of Protected Health Information (PHI), including, but not limited to the privacy and security regulations promulgated under Health Insurance Portability and Accountability Act of 1996 (HIPAA).
 7. **Cancellation of Employer's Employee Medical Services.** Provider may cancel the Employer's employee Medical Services for unruly, threatening, or inappropriate behavior by providing Employer's employee written notice. Any pre-paid monthly fees will be prorated from the date of cancellation and returned to Employer within ten (10) business days. **Provider will not cancel Medical Services to Employer's employees solely based on their health status.**
 8. **Facility.** Provider shall provide the facility where the Medical Services will be performed. The Medical Services shall be provided by Provider during Provider's normal hours of operation.
 9. **Term.** This Agreement shall be effective on the Effective Date and continue for a period of 2 years beyond the executed contract date (the "Initial Term"). The Agreement shall automatically extend for additional one (1) year periods (each a "Renewal Term") unless either Party provides written notice not less than one hundred and twenty (120) days prior to the end of the current term.
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10. **Billings and Payment.** Provider will charge a ("Fee") per member per month (PMPM) in accordance with the Fee Schedule attached hereto as Exhibit C (the "Fee Schedule").
11. **Independent Providers.** Provider agrees to provide the Medical Services described herein as an independent Provider. It is mutually understood and agreed that Provider is at all times acting and performing these duties and functions in the capacity of an independent Provider; the Employer shall neither have nor exercise any control or direction over the methods by which the Provider performs Provider's services, nor shall Employer and Provider be deemed partners. The parties expressly agree hereto that no work, act, commission or omission by Provider pursuant to the terms and conditions of this Agreement shall be construed to make or render Provider the agent, employee or servant of Employer. Provider shall be responsible for the payment of all federal, state and local taxes incurred as a result of this Agreement, and further agrees to indemnify and hold Provider harmless from the same.
12. **Termination.** Notwithstanding the terms of Section 9, this agreement shall be sooner terminated on the first to occur of the following:
- 12.1 By Mutual Agreement.** In the event the Employer and Provider shall mutually agree in writing, this Agreement shall be terminated on the terms and date stipulated therein
- 12.2 For Breach.** Either party may terminate this Agreement immediately as a result of a breach of any of the provisions or terms of this Agreement by the other party if the breaching party fails, after sixty (60) days written notice, to cure such breach to the reasonable satisfaction of the non-breaching party.
- 12.3 For Bankruptcy, Insolvency or Assignment for the Benefit of Creditors.** In the event either Party files for bankruptcy, is declared insolvent or makes an assignment for the benefit of creditors, the other may immediately terminate this Agreement upon written notice.
- 12.4 For Criminal Activity.** In the event that a Party is indicted for a felony or a crime involving medical billing fraud or moral turpitude, the other may terminate this Agreement immediately.
- 12.5 For Clinic Closure.** In the event that the Clinic closes, for any reason, Provider may terminate this Agreement automatically. However, Provider would work with Employer to determine whether access to Provider Services could be continued at another nearby clinic managed by Provider.
13. **Effects of Termination.** Upon termination of this Agreement in accordance with Sections 9, 12.1 and 12.3, neither Party shall have any further obligation hereunder except for (i) obligations occurring prior to the date of termination, (ii) obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement, and (iii) professional obligations of Provider(s) to transfer Member care to new providers designated by such Members. If the Agreement is terminated by Employer for any other reason, then it shall have the obligations referenced in this Section 13 and also any obligations with respect to the monthly member fee referenced herein until the end of the current term.

14. **Notices.** Any notice required to be provided to any party to this Agreement shall be considered effective as of the date of deposit with the United States Postal Service by certified or registered mail, postage prepaid, return receipt and addressed to the party at the following address:

If to Employer:

If to Provider

Name:

Title:

Address:

Office Ph:

Email –

Jarrod Wiegman, MD

5714 Coventry Lane

Fort Wayne, IN 46804

260-449-9279

Jarrod@indianadirectprimarycare.com

15. **Licensure and Professional Liability Insurance.** As a condition of this Agreement, Provider shall maintain all applicable licenses and certification requirements and shall at all times during the term of this Agreement, meet all requirements of the State of Indiana/Ohio or other regulatory entity for such licensing, certification or credentialing. Provider shall maintain in force throughout the term of this Agreement such policies of professional liability insurance as required to qualify Provider for coverage under the Indiana/Ohio Medical Malpractice Act (the "Act"), and to insure Provider against any claim or claims of damage arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance or any service provided hereunder in such amount as shall be required from time to time under the Act. Provider shall demonstrate proof of such insurance coverage by providing Employer with the applicable certificate or policy.
16. **Compliance with Laws.** Provider agrees to comply with all federal and state laws or regulations applicable to the Medical Services to be provided under the Agreement. The parties further agree that they will protect and secure the confidentiality of patient information.
17. **Confidentiality.** The parties hereby acknowledge and agree that the terms of this Agreement shall be kept confidential and that neither party shall disclose matters related to this Agreement without expressed written consent of the other party, unless required to disclose such information by statute, regulation, or court order. In addition, during the Term, each of the parties hereto may receive intentionally or unintentionally certain proprietary and confidential information (which may include confidential medical information and records) not otherwise a part of public domain through no fault of a party hereto ("Proprietary Information"), the disclosure of which would be extremely detrimental to the business affairs of the other. Therefore, each of the parties hereto (for itself and its employees, agents and representatives) agrees to keep the Proprietary Information of the other in the strictest confidence and each agrees not to duplicate any Proprietary Information of the other and not to directly or indirectly divulge, disclose, reveal, report or transfer such Proprietary Information without the prior written consent of the other. This provision shall survive the termination of this Agreement.
18. **Governing Law and Venue.** The validity, construction and effect of this Agreement, and all extensions and modifications thereof, shall be construed in accordance with the laws of the State of Indiana without regard to its choice of law rules, and Allen County, Indiana shall be the exclusive venue for any suit, litigation or alternate dispute resolution brought pursuant to this Agreement.

19. **No Assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without the prior written consent of the non-assigning party.
20. **Waiver of Breach.** The waiver by either Party of a breach or a violation of any portion of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
21. **Enforcement.** In the event either Party resorts to legal action to enforce the terms and provisions of this Agreement, the prevailing Party shall be entitled to recover the cost of such action so incurred including, without limitation, reasonable attorney's fees.
22. **Force Majeure.** Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either Party's employees or any similar or dissimilar cause beyond the reasonable control of either Party.
23. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the matters contained herein, and supersedes any and all other discussions, statements and understandings regarding such matters. This Agreement shall be amended only upon the execution of a written agreement by both parties hereto. Any attempt to amend or modify this Agreement in any manner other than by written instrument executed by the parties shall be void.
24. **Miscellaneous.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party which are not embodied herein, and that no other arrangement, statement or promise not contained in this Agreement shall be valid or binding. In addition to those remedies provided herein, both parties shall have available all remedies by law.

In WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this Agreement.

Employer

Provider

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

Medical Services

Member Service Guide

Indiana Direct Primary Care provides primary care services. Members may schedule appointments as needed for care such as yearly exams, chronic disease management and other primary care.

The following services ("Covered Services") are included in your Membership.

Office Visits; Communications with Provider:

Membership includes unlimited office visits. Your time with the provider will not be rushed and you will have many opportunities to discuss your concerns during your visit. Except for vacations and/or unexpected situations, your provider will be available to you in person, by telephone, or our online patient portal which may include email. Our goal is for you to have increased and easy access to your provider. In the event your provider is on vacation, telephone coverage from another provider will be available to you.

Preventive and Wellness Care: (Refer Exhibit B)

It is our clinic's intent to evaluate and address disease risk factors before symptoms appear and costly interventions become necessary. Any screening test done in order to identify a disease early is considered a preventative service (i.e., pap tests, prostate exams, smoking cessation, nutrition, and exercise guidance). Periodic health exams and recommendations for screening tests and procedures in accordance with national clinical care guidelines are included. Promotion of a healthy lifestyle and healthy behaviors is our goal.

Same day or next day care and treatment for urgent medical problems. Evaluations for illnesses or injuries that do not require emergency or specialist care but are commonly addressed in an outpatient primary care office, are included.

Chronic Disease Management: (Refer Exhibit B)

Ongoing care is provided for diseases like high blood pressure, diabetes, or asthma, with the goal of improving quality of life and reducing complications. Our Chronic Disease Management program is designed to provide post-exam management and care coordination that includes personal health coaching. Education and professional support is the key to controlling chronic conditions. If specialist care is needed, appropriate referrals will be made. The cost of specialist care is not included in the Membership fee.

Patient Care Advocacy:

At your request, our clinic's personnel can assist members as they maneuver through all aspects of the health care system. Your DirectCare provider, at your request, can work with you to determine if and when you need advanced testing, hospitalization and/or treatment by a specialist. If you need to see a specialist, your clinic provider can provide a referral and work with you and your specialist to help manage your after-care when needed. In the event, you require hospitalization or other services not covered by the Membership fee, at your request we will monitor your condition and as necessary act as an advocate on your behalf.

Pre-and post-travel consultations and medications:

A thorough and individualized pre-travel health assessment is highly advised to our members that travel out of the country. The goal of a pre-travel consultation is to prepare members effectively and efficiently with the information, vaccinations, and medications needed to reduce the risk of illness and injury related to travel.

In-Office Procedures: (Refer Exhibit B)

To aid in your diagnosis or treatment, procedures such as skin biopsies, freezing of benign skin lesions, toenail removal, breathing treatments, stitches, treatment of minor fractures, drainage of abscess, etc., are performed. When there is a supply or laboratory analysis cost associated with a procedure you will be informed in advance.

Medications and Immunizations (Refer Exhibit B)

Injectable medications (vitamin shots, antibiotic injections, and joint injections as examples) are available in the office at a significantly discounted price. We do not charge an administration fee.

Other Member Services at an additional cost:

The following services are available for the members at a significantly discounted, pre-negotiated rate:

Point-of-Care Laboratory Testing

Provider negotiated greatly reduced lab prices with LabCorp/Quest, offering additional convenience for our members. We perform blood draws onsite. Lab results are available by phone, in person, or by email. We do perform a limited number of onsite tests at no cost to our members (strep tests, pregnancy tests and urinalysis as examples).

Point-of-Care Medication Dispensing

Provider has several medications on site and can dispense those medications at significantly reduced price.

Available on request

Drug testing is provided at the employer's request at a substantially discounted rate.

Imaging Services

Provider will partner with imaging facilities that offer discounted rates for imaging including MRI, CT, Ultrasound and X-Ray. The patient's will ultimately have the ability to utilize the imaging center of their choice.

Provider reserves the right to make any reasonable changes associated with any vendors, equipment or supplies related to labs and pharmaceuticals.

Exhibit B

Scope of Services - Summary

Wellness and Prevention

- o Health Screening & Testing
- o Biometric Health Screening
- o Blood Pressure Screening & Counseling
- o Cancer Screening & Counseling
- o Cholesterol Screening & Counseling
- o Diabetes Screening & Counseling
- o Electrocardiogram (EKG) (additional cost)
- o PPD/Tuberculosis Testing
- o Vision Screening
- o Women's Wellness Exam including
 - o Pelvic exam and Pap Smear (any lab cost extra)
- o Annual Physical Exam
- o Annual Wellness Exam
- o Physicals (Sports, College, Employment)
- o Fitness Testing

Lab Services

- o CLIA Waived Tests, STD Screening and lab services available onsite at a significantly discounted price.

Injections and Immunizations

Medications including steroids and antibiotics, Vitamins including B12 are available at a significantly discounted price. We do not charge administration fee.

Treatments

- o *Illnesses, Aches & Pains*
- o Allergies (Seasonal)
- o Bladder & Urinary Tract Infections
- o Bronchitis
- o Cold, Cough & Flu
- o Diarrhea, Nausea & Vomiting
- o Earache & Ear Infections
- o Ear Wax Removal
- o Fever
- o Headaches & Migraines
- o Joint Pain
- o Laryngitis
- o Minor Back Pain
- o Mononucleosis (Mono)
- o Pink Eye & Styes
- o Sinus Infections
- o Sore Throat & Strep Throat
- o Swimmer's Ear
- o Upper Respiratory Infections
- o Respiratory/nebulizer treatments

Skin Conditions

- o Eczema
- o Head Lice & Scabies
- o Hives
- o Impetigo
- o Mole Removal (lab fee only for biopsy)
- o Oral, Mouth & Cold Sores
- o Poison Ivy, Poison Oak, Poison Sumac
- o Ringworm
- o Shingles (Herpes Zoster)

- o Skin Infections, Irritations & Rashes
- o Skin Tag Removal
- o Sunburn
- o Swimmer's Itch
- o Tick / Insect Bites & Stings
- o Wart Removal

Minor Injuries

- o Burns
- o Corneal (Eye) Abrasions
- o Cut & Wound Closure
- o Foreign Body Removal from Eye & Ear
- o Splinter Removal
- o Sprains & Strains
- o Staple & Suture Removal

Chronic Conditions Management

Acid Reflux & Acid Indigestion
Anxiety
Asthma
Cardiovascular Conditions
Chronic Bronchitis
Depression
Diabetes
Emphysema / COPD
Smoking Cessation
High Blood Pressure / Hypertension
High Cholesterol
Osteoarthritis
Osteoporosis
Thyroid Disorders
Weight Management

7/7/2021

EXHIBIT C: FEE SCHEDULE

The Fees charged by the Provider to Employer for each eligible member of Employer group receiving Services shall be as follows:

3-49 employees
Per employee: \$79/month
Per family: \$135/month

50-149 employees
Per employee: \$69/month
Per family: \$115

150+ employees
Per employee: \$59
Per family: \$100

Payment of Fee. Employer shall pay the Fees in advance on the first day of each month via credit card or ACH transfer from an account designated by Employer. This day of the month is considered the beginning of that month's services. The amount of payment shall be determined by the product of the number of Members (based on the most recent submission of Eligibility Information in accordance with Section 4 of this Agreement), multiplied by the per member per month Fee, or portion thereof. Provider shall provide with an invoice of the payment due under this Section prior to the date upon which such payment is due. Notwithstanding anything in this Agreement to the contrary, if any invoice(s) or portion(s) of invoice(s) are not disputed in writing by the employer within ninety (90) days of the date of the invoice, employer irrevocably waives its right to later dispute such invoices.

Determining Total Membership. Total clinic membership is the sum of the number of eligible members on employer's health plan and the number of other members if any with employer's written request to be included under this agreement (example – part-time employees and contract employees who may not be part of employer health plan).

Payment for Other Expenses. Employer shall pay for Other Expenses due under this Agreement which may be issued from Provider or directly from the vendor. Such expenses shall become due and be paid as stated in the invoice.

Late Payments. Any amounts due to Provider that are not paid by the due date will be assessed a late fee of 1.25% per month that the amount remains unpaid.

Exhibit D

On-site Laboratory

Provided by LabCorp/Quest

Employer agrees to pay for Lab tests performed at the time of new member enrollment / care establishment and as annual physicals.



List of Labs included in an annual physical: \$50

- Complete Metabolic Panel
- Fasting Lipid Panel
- CBC with Diff and Platelets
- Hemoglobin A1c
- TSH

Other Labs. Additional lab tests may be recommended to Members based on their individual needs. On-site labs will be provided by LabCorp/Quest at Clinics contracted rate.

Any labs not drawn at the Clinic site will be processed as usual through health plan.