Near-Site Clinic Agreement for Health and Healing Direct Primary Care And [EMPLOYER NAME]

This Agreement is made and entered into this ____ day of _____, 20____ by and between [EMPLOYER NAME] (hereinafter referred to as "Employer"), a duly constituted [corporation/entity type], located at [EMPLOYER ADDRESS], and Health and Healing Direct Primary Care, a California service corporation, located at 21400 Ventura Blvd, Suite C, Woodland Hills, CA 91364, (hereinafter referred to as "Health and Healing Direct Primary Care").

RECITALS

A. Health and Healing Direct Primary Care seeks to contract with Employer to make available certain near-site medical services for Employer's employees and their dependents.

B. Employer seeks to contract with Health and Healing Direct Primary Care to make available certain medical services to the employees of Employer and their dependents subject to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt, and the sufficiency of which are hereby acknowledged, Employer and Health and Healing Direct Primary Care hereby agree as follows:

ARTICLE 1
PROVISION OF MEDICAL SERVICES

1.1 Selection and Placement of Medical Professional and Staff. Health and Healing Direct Primary Care agrees to make certain near-site Medical Services available to employees of Employer and/or their dependents. As used in this Agreement, the term "Medical Services" means those services which Health and Healing Direct Primary Care has agreed to provide pursuant to this Agreement as specifically listed on Exhibit A. Employer and Health and Healing Direct Primary Care may, at any time and from time to time, amend or supplement Exhibit A by mutual written agreement.

1.2 Medical Services will be provided by a Health and Healing Direct Primary Care physician ("Medical Professional"), as well as such nurse practitioner(s) or physician assistant(s) ("Physician Extenders") and/or nurses or medical assistants ("Medical Assistants") as may be reasonably necessary. Health and Healing Direct Primary Care will not guarantee the placement of a particular person or persons in the positions of Medical Professional, Physician Extender, Nurse, or Medical Assistant and, at any time and from time to time, Health and Healing Direct Primary Care may replace the individuals that fill these roles.

1.3 Medical Professional Qualifications. The Medical Professionals shall maintain, during the term of this Agreement, appropriate credentials, including: 1) a duly issued and active license to practice and prescribe medication in the State of California; 2) a good standing with his or her profession and state professional association; 3) the absence of any license restriction, revocation, or suspension; 4) the absence of any involuntary restriction placed on his or her federal DEA registration, and 5) the absence of any criminal conviction if the circumstances of the conviction substantially relate to the job duties of the Medical Professional.

1.4 Equal Employment Opportunity and Nondiscrimination. Health and Healing Direct Primary Care agrees to provide equal opportunity to all employees and applicants for employment in accordance with applicable laws, directives, and regulations of federal, state and local governing bodies or agencies. Health and Healing Direct Primary Care acknowledges that in performance of this Agreement, no person or persons may, on the grounds of race, color, religion, age, sex, disability, marital status, familial status, sexual orientation, HIV status, public assistance status, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any or all applicable federal and state laws, including the Civil Rights Act of 1964.

1.5 Standards of Medical Services. Health and Healing Direct Primary Care shall employ the Medical Professional, Physician Extenders, Nurses and Medical Assistants necessary to provide the Medical Services. Health and Healing Direct Primary Care shall ensure that its employees that provide Medical Services pursuant to this agreement do so in compliance with all laws, regulations, and licensing requirements applicable to their respective positions. Health and Healing Direct Primary Care will additionally ensure Medical Services are provided in a professional manner consistent with the standard of care provided in the community.

1.6 Scheduling of Medical Services. Health and Healing Direct Primary Care shall provide the Medical Services pursuant to a schedule as outline by Exhibit A.

1.7 Responsibilities of Parties. Employer and Health and Healing Direct Primary Care intend to create by this Agreement an independent contractor relationship. Health and Healing Direct Primary Care is not authorized to contractually bind Employer, except as authorized by Employer in writing. Employer has direction and control only over the results to be accomplished by this Agreement, and Health and Healing Direct Primary Care has direction and control over the means and method of accomplishing these results, subject to the explicit terms and conditions of this Agreement.

1.8 Indemnification. Health and Healing Direct Primary Care agrees to indemnify, defend, and hold harmless Employer from and against any cost, damage, expense, loss, liability, or obligation of any kind, including, without limitation, reasonable attorneys' fees, which Employer may incur as a result of the acts of omission of Health and Healing Direct Primary Care, its employees, subcontractors, or other agents of Health and Healing Direct Primary Care or its subcontractors, in connections with the provision of Medical Services under this Agreement.

1.9 Employer agrees to indemnify, defend and hold harmless Health and Healing Direct Primary Care from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorneys' fees, which Health and Healing Direct Primary Care may incur, arising out of the acts or omissions of Employer, its employees, contractors, or other agents of Employer or Employer's contractors, whether or not those acts are in breach of this Agreement, specifically including any act or omission in the administration of any Employer-sponsored group health insurance plan.

1.10 Insurance. Health and Healing Direct Primary Care shall obtain and maintain insurance to provide the protection and indemnification provided by Health and Healing Direct Primary Care under Section 1.8 of this Agreement. The insurance specifically includes commercial liability insurance, which shall have limits of not less than $1,000,000 occurrence and $3,000,000 aggregate, and which shall name Employer as an additional insured, and professional liability insurance covering the acts and omissions of the assigned Medical Professional, in the minimum coverage of $1,000,000 occurrence and $3,000,000 aggregate. Within ten (10) days of the effective date of this Agreement, Health and Healing Direct Primary Care shall provide Employer proof of such commercial and professional liability insurance.

1.11 Medical Records. Health and Healing Direct Primary Care shall maintain medical records with respect to all patients provided Medical Services under this agreement, which shall be maintained in a professional manner consistent with the accepted practice of the community in which the Medical Services are provided. Health and Healing Direct Primary Care shall also ensure compliance with HIPAA privacy standards. All patient records maintained by Health and Healing Direct Primary Care in connection with this Agreement shall be the sole property of Health and Healing Direct Primary Care.

1.12 Employer understands and agrees that all of the medical records and other protected health insurance maintained by Health and Healing Direct Primary Care will be held in strictest confidence and that Employer will not be entitled to have access to the medical records maintained by Health and Healing Direct Primary Care, in the absence of an appropriate written authorization from the patient.

1.13 Reports. Health and Healing Direct Primary Care shall provide to Employer within 60 days following each 12-month period of operations, and more frequently as deemed appropriate by Health and Healing Direct Primary Care and Employer, a written report with respect to the provision of Medical Services during the immediately preceding 12-month period. The written report shall be in a form reasonably satisfactory to each of Employer and Health and Healing Direct Primary Care and it is contemplated that the written report will provide: 1) the number of employees and enrolled dependents treated by Health and Healing Direct Primary Care during such immediately preceding year; 2) the number of employees for whom primary care services were provided; and 3) other reports as agreed upon by Employer and Health and Healing Direct Primary Care. Health and Healing Direct Primary Care and Employer agree that their relationship is collaborative in nature and agree to share with each other certain information such as, but not limited to, Employer's aggregate analysis of return on investment, patient satisfaction survey results, and any and all other reports and data that are mutually agreed upon to best facilitate health and wellness cost savings. All information shared shall be HIPAA compliant, if applicable.

ARTICLE II
COMPENSATION

2.1 Visit Charges. Health and Healing Direct Primary Care shall collaborate with Employer to determine and implement measures necessary to comply with Employer's health insurance plan, including but not limited to office visit charge(s) for certain types of medical visits, if necessary, and subject to change depending on the Employer's needs and health insurance plan. Employer agrees that the determination of the value of the office visit charges through any Employer-sponsored health insurance plan will be Employer's sole responsibility, and under no circumstances will Health and Healing Direct Primary Care be responsible for administering or interpreting any provision or component of such a plan.

A discounted office visit charge of $20 will be applied to all "non-routine preventive care" office visits at Health and Healing Direct Primary Care clinic.

2.2 Monthly Service and Administrative Fees. No less than two weeks prior to the effective date of this agreement, Employer shall submit an initial census of enrolled individuals' names and other demographic information, in a spreadsheet format to be provided by Health and Healing Direct Primary Care. No later than the first of each subsequent month, Employer shall submit a monthly census update, in a similar spreadsheet format, that contains clear indications of beneficiaries who are new to the program as well as those who have dis-enrolled effective the first of that month.

Based on the initial or most current census update, Health and Healing Direct Primary Care shall submit a monthly invoice to Employer for monthly service and administration fees, as well as any additional fees (see 2.3) incurred in the preceding calendar month. No later than the 10th day of each calendar month,

immediately following the receipt of the Health and Healing Direct Primary Care invoice, Employer shall pay to Health and Healing Direct Primary Care the amount invoiced. This amount shall represent the sum of the following formula:

Number of enrolled patients ages 0-17 X $50/month +
Number of enrolled patients ages 18+ X $99/month +
plus Additional Fees see Section 2.3.

These rates will be adjusted the 1st of the month following patient's age changing at time of birthday.

2.3 Additional Fees. The monthly invoice shall also contain the sum of the preceding month's incurred costs of operations (so-called "pass through costs") including (but not necessarily limited to):

- Vaccines
- Lab studies (blood, urine, pap, pathology, etc.) for preventive services as performed by and through Health and Healing Direct Primary Care

All costs for items incurred in this section (2.3) are subject to change from time to time due to market fluctuations.

2.4 Point of Services Fees. In addition to the $20 office visit charges listed above, patients will be responsible to pay, at time of service, for such non-routine services/supplies (lab, sleep study interpretations, splints, etc.) as may be incurred in the provision of care. These discounted (so-called "DPC" or "direct primary care") prices are available upon request and are subject to change from time to time.

ARTICLE III
TERM AND TERMINATION

3.1 Term. This Agreement shall be for a term of one (1) year commencing on the ____ day of _____, 20____, subject to earlier termination in accordance with this Agreement. Unless either Employer or Health and Healing Direct Primary Care gives written notice of non-renewal to the other party at least three (3) months prior to the end of the initial term or of any renewal term, this Agreement shall be automatically renewed for an additional period of a one (1) year term.

3.2 Termination With or Without Cause. This Agreement may be terminated by either Employer or Health and Healing Direct Primary Care, without cause, by providing the other party at least three (3) months prior written notice.

3.3 Effect of Expiration or Termination. The expiration or the termination of this Agreement shall not affect the obligation of Employer to satisfy any outstanding invoice for the period prior to such expiration or termination and shall not affect the obligation of Health and Healing Direct Primary Care to provide Medical Services pursuant to the terms and conditions of this Agreement for the period prior to the effective date of such expiration or such termination.

ARTICLE IV

4.1 Confidentiality. Employer understands that in addition to its obligations under this agreement, it may become privy to and aware of knowledge and information, which, while not technically doctor-patient privileged, is nevertheless valuable and confidential information concerning the patients, business methods, marketing strategies, etc., with Health and Healing Direct Primary Care considers to be valuable properties and assets of the corporation. Therefore, Employer agrees that during the entire period of its relationship with Health and Healing Direct Primary Care and after the expiration or termination of this Agreement, Employer, its agents, and employees shall not disclose any confidential information regarding Health and Healing Direct Primary Care (including any and all finance and business information

or engage in external communications with outside parties regarding Health and Healing Direct Primary Care business practices, etc.) to any other party for any reason except as otherwise required by law.

Likewise, Health and Healing Direct Primary Care, understands that in addition to its obligations under law and professional responsibility regarding patient information, its providers or employees may become aware of knowledge and information which may be valuable and confidential information concerning Employer's business methods, marketing strategies, budgetary information, etc. which Employer considers to be valuable properties and assets of Employer. Therefore, Health and Healing Direct Primary Care, agrees that during the entire period of the relationship, and after the termination or expiration of this Agreement, Health and Healing Direct Primary Care and its agents or employees shall not disclose any confidential information regarding Employer's operations (including any and all finance, budget, and business information) to any other party for any reason except as otherwise required by law.

4.2 Notice. All notices and other communications permitted or required pursuant to this Agreement shall be in writing, addressed to the party at the address set forth at the beginning of this Agreement or to such other address as the party may designate from time to time in accordance with this Section 4.2. All notices and other communications shall be (a) mailed by certified or registered mail, return receipt requested, postage pre-paid, (b) personally delivered or (c) sent by telecopy with a receipt confirmation. Notices mailed pursuant to this Section 4.2 shall be deemed given as of three (3) business days after the date of mailing and notices personally delivered or sent by telecopy shall be deemed given at time of receipt.

4.3 Transferability. Except as provided in Section 4.8, neither Employer nor Health and Healing Direct Primary Care may assign or otherwise transfer this Agreement to a third party without the prior written consent of the other party, which may be given or withheld by the other party in its sole discretion.

4.4 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between Employer and Health and Healing Direct Primary Care with respect to the subject matter hereof and supersedes all prior agreements. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by both of Employer and Health and Healing Direct Primary Care.

4.5 Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of [GOVERNING STATE], without giving effect [to its conflict of laws principles].

4.6 Access to Books and Records. Both Health and Healing Direct Primary Care and Employer agree to provide access to their books and records, as they relate to this Agreement, to the other party, except as otherwise limited by law or the terms of this Agreement. Health and Healing Direct Primary Care agrees to transfer all medical Records [at patient's signed request].

4.7 Waiver of Jury Trial. The parties knowingly and voluntarily waive their Right to trial by jury in any litigation arising out of or relating to this Agreement.

4.8 Non-Renewal of Contract. In the event the contract is not renewed, Health and Healing Direct Primary Care agrees to transfer all medical records, at Employer's expense, within a timely manner to the new vendor in a legal manner in accordance with HIPAA.

IN WITNESS WHEREOF, Employer and Health and Healing Direct Primary Care have executed and delivered this Agreement as of the date first above written.

[EMPLOYER NAME]

By: _____

Printed Name: _____

Title: _____

Address: [EMPLOYER ADDRESS]

Health and Healing Direct Primary Care

By: _____

Aimee Ostick, MD

Title: Owner

Address: Health and Healing Direct Primary Care, 21400 Ventura Blvd, Suite C, Woodland Hills, CA 91364

EXHIBIT A MEDICAL SERVICES

Pursuant to Section 1.1 of the Agreement, Employer and Health and Healing Direct Primary Care may, at any time and from time to time, mutually agree, in writing, to add or subtract from what is included under the definition of Medical Services for purposes of the Agreement.

Medical Services currently include the following:

1.14 Annual Comprehensive Exam, including:

- Prevention and Wellness
- Chronic condition management (When appropriate)
- New problem evaluation
- Routine Adult and Childhood Vaccinations as recommended by the CDC Recommended Immunization Schedule, including on-site influenza vaccine in appropriate season
- Routine cervical cancer screening (Pap/HPV test) as appropriate
- Routine chlamydia and gonorrhea screening as appropriate
- Other screening laboratory testing, and services as may be medically appropriate in accordance with United States Preventive Services Task Force A and B recommendations

1.15 Well Child checks/Sports and Camp Physicals

1.16 Chronic Disease management as appropriate for Family Physician

- Diabetes
- High blood pressure
- High Cholesterol
- Asthma
- Depression
- Others as appropriate

1.17 Acute illness management as appropriate for Family Medicine office setting

1.18 Referrals for procedures/imaging/consultations were deemed medically appropriate (E.g., colonoscopy, mammography, diagnostic imaging, specialty care, etc.)

Enhanced Access to Physician/Provider including:

1. Same or next-business day appointments
2. Pre-scheduled phone or video (so-called "e-visit") appointments as appropriate (e.g., follow-up previous in-person visit, medication changes, lab results, etc. [Physician discretion may warrant in-clinic visit])
3. Same day phone questions for clarification, minor symptoms, and questions regarding care plan
4. On-line appointment requests, forms, results communications

****Procedures including:**

- Skin Biopsies including shave and punch biopsies#
- Excisional biopsy (as appropriate for Family Medicine setting)#
- Skin Tag removal
- Cervical cytology ("Pap smear") and High-Risk Human Papilloma Virus screening

- Endometrial biopsy #
- Minor laceration repair
- Sebaceous Cyst drainage / removal Skin Abscess incision and drainage
- Ingrown toenail removal
- Baseline Hearing Screen
- Splinting
- Liquid Nitrogen Cryosurgery for appropriate lesions
- EKG with professional interpretation
- Spirometry with professional interpretation
- Ear Wax (Cerumen) Removal
- Minor foreign body removal

**Patient is responsible for any additional costs for materials, injectable medications and pathologist's examination if applicable. To be paid by patient at time of service

Laboratory Services

Clinical laboratory services for non-preventive acute and chronic problems, to be paid by patient at time of service.

Long Term Prevention Programs Included

- One (1) Physician/Extender Health Seminar annually on topic agreed upon by Employer and Health and Healing Direct Primary Care, on a mutually agreeable date and time

Program Enablers and Infrastructure Included

- 24x7 Online Appointment Request Scheduling System
- Electronic video "e-visits" platform
- Secure Texting
- Online Specialty Consult Service for providers
- Electronic Medical Record with electronic prescribing
- Online Subscription Medical Reference Library for providers
- Online Pharmaceutical Management and Tracking System
- Clinic Inventory Management (supplies, medications, etc.)
- Physician/Provider Management
- Non-physician Personnel Management

Services provided by Health and Healing Direct Primary Care not included in this Agreement, would be the responsibility of the employee/patient:

- Inpatient Care
- House Calls
- After-hours Visits

Hours and Availability

Hours: Employer beneficiaries are eligible to be seen at any Health and Healing Direct Primary Care Practice location. The hours open are currently published at healthandhealingdpc.com. Hours are subject to change from time to time based on provider/staff availability.

A good faith effort to provide medical clinic coverage is to be arranged by Health and Healing Direct Primary Care though due to vacation or professional meetings, availability can never be guaranteed. Hours may be foreshortened, or clinic may be closed during these times (e.g., open only half the day).

Health and Healing Direct Primary Care near-site clinic providers are on-call 24/7. Patients are encouraged to call during clinic office hours for problems or advice, as well as scheduling appointments or medication refills. Calls back to patients who have called with questions or concerns will be made generally within one business day; non-urgent emails within 24-48 hours.