HENDRICKS REGIONAL HEALTH WELLNESS CENTER PARTICIPATING EMPLOYER AGREEMENT

This Hendricks Regional Health Wellness Center Participating Employer Agreement (this "Agreement") is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ (the "Execution Date"), by and between **Hendricks Regional Health** ("HRH "), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Employer") (HRH and Employer are sometimes referred to in this Agreement individually as a "Party" and together as the "Parties").

**BACKGROUND**

Employer desires to retain HRH, and HRH is willing, to (i) provide certain wellness and preventive care services to Employer's employees, certain family members of such employees, and COBRA qualified beneficiaries (together, "Eligible Persons") and (ii) arrange for physicians, nurse practitioners, physician assistants and other health care professionals employed by or under contract with HRH to provide certain primary care medical services to Eligible Persons at HRH clinics located in Hendricks County, Indiana (the "Wellness Centers"). The physicians, nurse practitioners, physician assistants and other health care professionals are sometimes referred to in this Agreement as the "Healthcare Providers."

NOW, THEREFORE, in consideration of the promises and mutual agreements contained in this Agreement, the Parties hereby agree as follows:

## **-- WELLNESS CENTERS**

### Access and Hours.

#### Eligible Persons will have access to Wellness Centers as of the Commencement Date of the Agreement, as defined below. The development of any future Wellness Center locations, and Eligible Persons' access to any such Wellness Centers, will be at the sole discretion of HRH.

#### The days on which each Wellness Center will operate, and the hours of operation on those days, will be determined by HRH and are intended to be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Wellness Centers will not be open during recognized national holidays including New Years’ Day, Friday before Easter, Saturday before Easter, Memorial Day, Independence Day, Saturday before Labor Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Saturday after Thanksgiving, Christmas Eve, Christmas Day. The Wellness Centers may also be closed as necessary due to bad weather and other reasons beyond the control of HRH. HRH and Employer agree to work cooperatively to educate Eligible Persons regarding the hours of operation and that Eligible Persons should seek healthcare services from other medical providers when the Wellness Centers are closed.

### Wellness Center Operations. HRH will provide all office furnishings, medical equipment, exam room furnishings, and information technology equipment as it deems appropriate for each Wellness Center. HRH will determine the types of medical services to be provided at each Wellness Center location and the types and number of Healthcare Providers to provide services at each Wellness Center.

### Employer Representative. Employer designates \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as the "Employer Representative" to serve as Employer's contact person for all matters relating to this Agreement, including, but not limited to, approving communications to be sent by HRH to Eligible Persons in a timely manner. If (a) the designated Employer Representative is unable to continue to serve or (b) Employer desires to appoint a new Employer Representative, Employer will promptly appoint, and provide a written notice to HRH with the name of, a new Employer Representative. The Employer Representative will have the authority, on behalf of Employer, to take all reasonable and necessary actions to ensure Employer complies with the terms of this Agreement. HRH may rely, without question, on communications from, and representations of, the Employer Representative.

### Non-Exclusivity. Employer appoints HRH to be a provider of Wellness Services and Medical Services at the Wellness Centers, as described in this Agreement. This Agreement is not exclusive. Either HRH or Employer may provide or obtain, as applicable, products or services that are the same or similar to the products or services covered under this Agreement, as long as neither Party violates its contractual obligations to the other Party.

## - **HRH Responsibilities**

### Medical Services.

#### HRH will provide, subject to the other terms of this Agreement, medical services at the Wellness Centers as set forth on Exhibit A (the "Medical Services") to Eligible Persons during the Wellness Center's normal hours of operations.

#### The Medical Services do not include emergency medical services. In the event of a medical emergency, 911 should be called. Neither HRH nor the Healthcare Providers will be responsible for providing emergency medical assistance in the event of a medical emergency. Employer will educate its workforce on the procedures to be followed in case of a medical emergency.

### Wellness Services.

#### HRH will provide the wellness services set forth on Exhibit B (the "Wellness Services") during the term of this Agreement. Certain Wellness Services may be available on a limited or first-come, first‑served basis resulting from resource constraints including, but not limited to, limited staff or hours of operation, or supply shortages. HRH will communicate the resources shortage to the Employer Representative as soon as reasonably possible so that the Employer can communicate any necessary information to its employees.

#### HRH agrees to provide Wellness Services at the Wellness Centers utilizing health educators and other professionals who will be HRH employees or subcontractors. The personnel provided by HRH will be required to perform their professional functions and duties in accordance with this Agreement and HRH's policies and procedures.

### Licensing of the Wellness Centers. HRH shall obtain and maintain all accreditations, permits and/or licenses required for the operation of the Wellness Centers.

### Healthcare Providers. HRH shall ensure that its Healthcare Providers are, as appropriate for the specific discipline, during the term of this Agreement:

#### licensed, certified and/or registered in accordance with applicable state and federal law and regulations;

#### appropriately supervised as may be required by applicable state and federal law and regulations;

#### in good standing with his or her profession and state professional association in the State of Indiana and every other state in which he or she is licensed and/or certified;

#### not subject to any license revocation or suspension in any State;

#### not subject to any restriction on his or her federal DEA registration, if applicable;

#### not subject to and has not had any conviction of a felony criminal offense (regardless of severity) related to healthcare; and

#### not subject to any restrictions, limitations or terminations of Healthcare Providers' qualifications as a Medicare or Medicaid provider, has not been convicted of violating the federal Stark Law, federal False Claims Act, federal Anti-Kickback Statute, federal Health Insurance Portability and Accountability Act provisions, federal Civil Money Penalty Statute, and has not been debarred, excluded or suspended from participation in any federal health care program.

* + 1. Reports. HRH shall provide to Employer written reports concerning the services provided by the Healthcare Providers to Eligible Persons at the Wellness Centers including utilization of the Wellness Centers and other general statistical data agreed upon by HRH and Employer. Such reports will not specifically identify the Eligible Persons utilizing the Wellness Centers. The reports shall specifically include: (i) a monthly utilization and capacity report, (ii) a monthly employee survey and patient feedback report, (iii) quarterly utilization and outcome reports; (iv) a quarterly high level return on investment report; and (v) an annual comprehensive summary report. Other ad hoc reports may be requested by Employer for a price mutually agreed upon by the parties.

### Standard of Performance. HRH will perform its duties and obligations under this Agreement in a professional manner and in compliance with all applicable laws and regulations.

### Circumstances Beyond HRH's Control. Neither HRH nor the Healthcare Providers will be responsible for providing Medical Services if circumstances outside of their control render the provision of services impracticable. These circumstances include but are not limited to complete or partial destruction of facilities, major disaster, epidemic, war, riot, civil insurrection, illness or disability of personnel, or similar causes. In any such event, HRH will make a good faith effort to arrange for alternative methods to provide the services.

### Refusal of Treatment. Certain Eligible Persons may, for personal reasons, refuse to accept procedures or treatment recommended by the Healthcare Providers. The Healthcare Providers may regard an Eligible Person's refusal as incompatible with continuing the provider-patient relationship and an obstruction of proper medical care. If an Eligible Person refuses to accept treatment or procedures recommended by the Healthcare Providers, then neither the Healthcare Providers nor HRH will have further responsibility to provide or arrange for treatment.

### Record Management. HRH will maintain adequate and current medical records for patients served at the Wellness Centers. Such records will be kept in compliance with all legal requirements and acceptable standards and practice, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, as amended (the "Privacy Rule"), and the Health Insurance Reform: Security Standards at 45 C.F.R. Parts 160, 162 and 164 (the "Security Rule"), as amended.

* + 1. Practice of Medicine. The Parties agree that the Medical Services constitute the practice of medicine. Accordingly, consistent with applicable law, the Medical Services will be the sole responsibility of and performed solely by the Healthcare Providers. Certain Medical Services may be available on a limited or first-come, first-served basis resulting from resource constraints including, but not limited to, limited staff or hours of operation or supply shortages. HRH will communicate the resources shortage to the Employer Representative as soon as reasonably possible so that the Employer can communicate any necessary information to its employees. Notwithstanding any other provision in this Agreement, no Healthcare Providers will be required to provide any service that he or she believes, in his or her medical judgment, should be provided by another health care provider or in another setting. None of such services will be covered by this Agreement.

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## **- Employer Responsibilities**

### Eligibility Files.

#### Employer will provide HRH with a list of Eligible Persons who are entitled to utilize the services of the Wellness Centers, subject to Exhibit D (the "Eligibility File"), which shall include employees who are employed but on leave or who have the right under COBRA to elect to receive benefits as an Eligible Person, and all dependents of Employer’s employees that Employer desires to include as Eligible Persons. Employer will provide its Eligibility File to HRH (i) no later than thirty (30) days prior to the Commencement Date, and (ii) no later than ten (10) days prior to the first day of each month following the Commencement Date.

#### Upon the enrollment of additional employees after the Commencement Date, Employer will provide an updated Eligibility File to HRH that includes the new or terminated employees in a form as directed by HRH and frequency as agreed upon by both parties. Any employees (including eligible dependents) added to the Eligibility File following the Commencement Date will be entitled to utilize the services of the Wellness Centers, and will be invoiced as outlined in this Agreement.

#### If an Eligible Person becomes ineligible for Employer health benefits, Employer must provide HRH with an updated Eligibility File reflecting that the Eligible Person is no longer entitled to utilize the services of the Wellness Centers.

#### The Eligibility File will be delivered in a format specified by HRH as set forth in Exhibit D; however, if Employer desires to use an alternative format or to establish an electronic data interface between HRH and Employer to transmit the applicable Eligibility File data, HRH will evaluate using the alternative format, including whether there are any additional costs that need to be incurred to utilize the alternative format.

### Identification. HRH may rely upon a government-issued identification card (for example, a driver's license) to identify Eligible Persons. If an Eligible Person permits another individual to use the Eligible Person's identification card to obtain services or the Eligible Person uses an invalid identification card to obtain services, HRH may terminate the coverage of the Eligible Person effective immediately. Any Eligible Person involved in the misuse of an identification card will be liable to HRH for the prevailing rates of any services rendered in connection with the misuse.

### Promotion of Wellness Centers. Employer will fully cooperate with HRH to promote the Wellness Centers to Eligible Persons through reasonable and practical means, which may include, with Employer's approval which will not be unreasonably withheld conditioned or delayed, bulletin board postings and acknowledgments in employee communications. To facilitate the promotional efforts, HRH authorizes Employer to use HRH's name and logo in marketing materials approved by HRH, and Employer authorizes HRH to use Employer's name and logo in marketing materials approved by Employer for promotional efforts for Employer's internal use only. Employer agrees to provide HRH with contact information of Eligible Persons, including but not limited to the following (if available): email address, phone number, work address, home address. Employer agrees to allow HRH to collaborate with Employer on the patient communication/promotion strategy and execution of the strategy, including allowing HRH to reach out to eligible members directly. Employer agrees to allow HRH to collaborate with Employer on the design of Employer’s wellness incentives.

### Data Sharing. Subject to any and all agreements, including (without limitation) confidentiality and business associate agreements, to which Employer may be bound and all applicable laws, rules and regulations, Employer will direct its health plan or third-party administrator, as appropriate, to provide HRH with historical and ongoing membership, medical claims, and drug claims data of Eligible Persons in a format and frequency as described in Exhibit E.

### Business Operations/Legal Compliance. Employer will be solely responsible for (a) determining the impact, if any, of offering the service to Eligible Persons upon Employer's business operations, including but not limited to any impact based upon Employer's other benefit plans and (b) ensuring Employer's compliance with all laws applicable to Employer, including but not limited to benefit, reporting, disclosure and other requirements under the Employee Retirement Income Security Act of 1974, as amended, the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), and the Americans with Disabilities Act of 1990, as amended. If Employer offers a group health plan intended to qualify as a “high deductible health plan” in conjunction with the establishment or maintenance of health savings accounts in accordance with Internal Revenue Code Section 223, Employer should be aware that under certain circumstances the services provided at the Wellness Centers may affect whether the group health plan will qualify as a high deductible health plan under those rules.  Employer agrees that it is solely responsible for determining whether its plan qualifies as a high deductible health plan, and that HRH will have no responsibility, and no liability, with respect to that determination.

## **- Term and Termination**

### Term. Except as set forth herein, the initial term of this Agreement will commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ (the “Commencement Date”) and will expire at 12:01 a.m. on the third (3rd) anniversary of the Commencement Date (the "Initial Term").  This Agreement will automatically renew thereafter for successive one (1) year terms, unless (a) terminated earlier pursuant to any other provision of this Article V or (b) the Parties are unable to agree upon Monthly Fees (defined below) for any renewal term at least ninety (90) days prior to the expiration of the Initial Term or the applicable renewal term, pursuant to the provisions of Section 4.2. For those obligations of either Party for which performance is required prior to the Commencement Date, the effective date of this Agreement will be the Effective Date.

### Termination. This Agreement will terminate:

#### Following written notice of a material breach of this Agreement specifying the nature of the breach, given by the non‑defaulting Party; provided, however, that, if such breach is one that can be cured, the defaulting Party will have sixty (60) days from the receipt of such notice in which to cure the material breach;

#### Upon the mutual written agreement of the Parties; or

#### Following thirty (30) days' prior written notice of termination by either Party if the other Party (i) is dissolved, (ii) fails to pay its debts generally as they become due, (iii) commences a voluntary case in bankruptcy or any other action or proceeding for any other relief under any law affecting creditors' rights that is similar to a bankruptcy law, (iv) consents by answer or otherwise to the commencement against it of an involuntary case in bankruptcy or any other action or proceeding for any other relief under any law affecting creditors' rights that is similar to a bankruptcy law, (v) has entered against it an order for relief or a decree in an involuntary case in bankruptcy or any other such action or proceeding or (vi) a receiver, trustee or similar official is appointed in respect of a Party or any of its property, and that order or decree is not dismissed or stayed, or that appointment is not terminated, on or before the sixtieth (60th) day after the entry of the order or decree or after the appointment (as the case may be) or any such dismissal or stay ceases to remain in effect.

### Cancellation Otherwise Permitted Under State or Federal Law. Either party may terminate all rights and benefits hereunder if such rights or benefits may no longer be provided as described in this Agreement pursuant to applicable federal or state law or regulation.

### Termination of Agreement. If this Agreement is terminated, then the rights of all Eligible Persons will terminate on the termination date of this Agreement. Upon any such termination, Employer will work with HRH to ensure that alternative Healthcare Providers are identified to the Eligible Persons to ensure continuity of care. Employer agrees to indemnify HRH and the Healthcare Providers if Employer refuses to work with HRH to do so or otherwise disrupts the implementation of continuity of care. The terms of this Section 4.4 will survive the expiration or termination of this Agreement. Termination by either Party of this Agreement hereunder does not waive any other rights or remedies such Party may have under this Agreement.

## **- fees**

### Initial Term Fees.

#### Beginning 30 days prior to the Commencement Date and due on the Commencement Date, and monthly during the term of this Agreement following the Commencement Date, HRH will invoice Employer, and Employer agrees to pay to HRH within thirty (30) days following the date of each invoice, a monthly per employee fee based upon the number of Employees (as defined below) listed in the Employer’s Eligibility File. The Parties agree that the Employer's Employees will be listed on the Eligibility File as "Employees".

#### The per employee per month fee (“PEPM Fee”) is set forth in Exhibit C. The total monthly fee for Employees (the "Monthly Fee") for a given month will be equal to the number of Employees listed on the Eligibility File at the time Employer is invoiced times the current PMPM Fee. The Employee Minimum set forth in Exhibit C applies if the number of Employees is less than the Employee Minimum. No employee of Employer, or any employee dependent, will be eligible to receive services under this Agreement during any month unless the employee (including any former employee receiving COBRA coverage) or dependent is listed in Employer's Eligibility File

#### Following the Commencement Date, HRH will invoice Employer monthly for all other services that Employer elects for Eligible Persons to receive (for example, lab services or drugs), as described in Exhibit C, and Employer agrees to pay such invoices to HRH within thirty (30) days following the date of each such invoice.

### Renewal Term Monthly Fees. For any renewal term, HRH will provide to Employer not less than one-hundred twenty (120) days prior to the expiration of the term an updated Exhibit C containing the Monthly Fee and any other fees agreed upon by the Parties that will be effective for the new term. Employer shall have thirty (30) days to accept or reject the updated Exhibit C. The updated Monthly Fees and other fees will be deemed accepted by Employer upon written notice by Employer, and the updated Exhibit C will be incorporated into this Agreement without any further action of the Parties. If Employer does not provide written notice to HRH that the updated Exhibit C is unacceptable at least thirty (30) days after receipt of the updated Exhibit C, then this Agreement will terminate pursuant to Section 4.1 at the end of the then-current term unless the Party's otherwise agree.

### Non-Payment. If Employer fails to pay amounts within thirty (30) days of receipt of an invoice by Employer, Employer shall be entitled to impose a late payment penalty at an annual interest rate of \_\_\_\_\_\_\_\_\_\_ until any outstanding amount is paid.

### Sole Responsibility. HRH shall have the sole responsibility for compensating the Healthcare Providers providing services hereunder and shall indemnify and hold Employer harmless for any compensation claims (including reasonable costs and attorney fees) asserted against Employer by any Healthcare Providers in connection with services provided under this Agreement.

## **- General**

### Confidential Information. During the term of this Agreement, each Party may have access to procedures, pricing information, data, documents, policy manuals, marketing and other techniques, materials, forms and other information of a proprietary and confidential nature belonging or pertaining to the other Party and/or its affiliates and their operations (collectively, "Confidential Information"). Each Party will maintain the other Party's Confidential Information in confidence and will restrict access and dissemination, to the extent allowed by law, of the other Party's Confidential Information to its shareholders, members, officers, directors, employees, independent contractors, agents, successors, assigns and affiliates ("Representatives") who reasonably have a need to know such information for the purposes of performing this Agreement. Otherwise, neither Party will disclose or reveal the other Party's Confidential Information to any person or entity for any purpose; provided, however, that Confidential Information may be disclosed or used (i) to the extent required by applicable law or (ii) to enforce this Agreement. Each Party hereby waives any and all right, title and interest in and to the other Party's Confidential Information and will return to the other Party or certify in writing the destruction of, and cause its Representatives to return to the other Party or certify in writing the destruction of, all copies of such Confidential Information upon the expiration or termination of this Agreement, to the extent allowed by law. The provisions of this Section 6.1 will survive expiration or termination of this Agreement. Following the expiration or termination of this Agreement, Employer agrees that it will not use any and will return to HRH all HRH medical and wellness brochures and literature, to the extent allowed by law.

### No Liability. Employer is not liable for any act, error or omission of HRH or the Healthcare Providers. Neither HRH nor the Healthcare Providers are liable for any act, error or omission of Employer, or of its employees, officers, directors, agents or contractors (other than HRH).

### Indemnification

#### HRH will, defend, indemnify and hold harmless Employer, its subsidiaries and affiliates and each of their respective, officers, directors, members, managers, employees and agents ("Employer Indemnified Parties") from and against any direct financial losses, including reasonable attorneys' fees, incurred by any Employer Indemnified Party, to the extent arising out of or relating to, as applicable, HRH's or HRH's employees', officers', directors', agents' or contractors', willful acts or breach of its/their obligations set forth in this Agreement.

(b) Employer will defend, indemnify and hold harmless HRH and the Healthcare Providers, their respective subsidiaries and affiliates and each of their respective officers, directors, members, managers, employees and agents ("HRH Indemnified Parties") from and against any losses, including reasonable attorneys' fees, incurred by any HRH Indemnified Party, to the extent arising out of or relating to Employer's or the Employer's employees, officers, directors, agents or contractors (other than HRH or the Healthcare Providers), negligence, willful acts, or breach of its/their obligations set forth in this Agreement.

(c) The Party seeking indemnification shall notify the other within sixty (60) days of the assertion of the claim or commencement of any action or proceeding for which indemnity may be sought under this Agreement. Failure to notify the other Party will not result in any waiver of any indemnity rights under this Agreement with respect to the claim, suit, action or proceeding unless such failure materially prejudices the ability of the indemnifying Party to defend the claim, suit, action or proceeding. The Parties will cooperate with each other in the defense and settlement of any such claim, suit, action or proceeding.

### (d) Nothing in this Agreement will limit, or will be deemed to limit HRH's or any Healthcare Provider's right to the applicable protections and limitations provided by statutes designed to protect and limit the exposure and liability of HRH or the Healthcare Providers as qualified health care providers under Indiana's laws governing medical malpractice, including, without limitation, aggregate liability limits.

### Non-Solicitation. During the term of this Agreement and for a period of two (2) years following the expiration or termination of this Agreement, neither Employer nor Employer's employees, agents, owners, members, managers, officers or affiliates, will, directly or indirectly, recruit or solicit for employment or to provide services any person who is or was, during the one (1) year period immediately preceding such solicitation or recruitment, employed by or providing services on behalf of HRH (including all Healthcare Providers) at the Wellness Centers. The provisions of this Section 6.4 will survive expiration or termination of this Agreement except this prohibition does not apply beyond the expiration or termination of this Agreement to any HRH employee or medical service provider who was previously employed by Employer during the year immediately prior to or during the term of this Agreement.

### Compliance with Law. In the performance of their respective obligations under the terms of this Agreement, both Parties will, at all times and at their respective sole cost and expense, comply with all applicable governmental laws, statutes, ordinances, rules, regulations, orders and other requirements (together, "Legal Requirements"). In the event of any changes to Legal Requirements affecting this Agreement, the Parties agree to negotiate in good faith any amendments to this Agreement required to ensure the Parties' continuing compliance with all Legal Requirements.

### Independent Contractors. The legal relationship between HRH and Employer is that of independent contractors. None of the provisions of this Agreement is intended to, nor will be deemed or construed to, create any relationship between the Parties to this Agreement other than that of independent contractors for the purpose of implementing the provisions of this Agreement.

### Notices. Any notice, request, or other communication to be given by either Party hereunder under the terms of this Agreement shall be in writing and will be deemed to have been duly given and received (a) upon delivery, if personally delivered; (b) on the third day after being deposited with the U.S. Postal Service, if sent by certified or registered mail, return receipt requested; (c) on the next day after being deposited with a nationally recognized, overnight delivery service or (d) upon confirmation of receipt, if transmitted by facsimile, addressed to the other Party at the address or facsimile number provided on the signature page of this Agreement, or to such other address or facsimile number as a Party may from time to time provide by written notice to the other Parties:

If to Employer, to:

If to HRH, to:

### Governing Law. This Agreement and all questions arising under this Agreement will be determined and enforced in accordance with the laws of the State of Indiana, without regard to any choice of law provisions of Indiana law. Any dispute arising out of this Agreement or its operation, performance or non-performance shall be resolved exclusively by the courts located in Hendricks County, Indiana. Both parties hereby consent to, and agree not to challenge in any forum or proceedings at any time the jurisdiction and venue of said courts.

### Partial Invalidity. If any one or more of the provisions contained in this Agreement is, for any reason, held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, as long as the benefits expected to be derived by each of the Parties are not materially affected, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained in this Agreement. In such an event, the Parties agree to use their best efforts to agree upon changes to this Agreement to cause each such provision to be valid, legal and enforceable and to preserve the benefits expected to be derived by the Parties, respectively.

### Joint Drafting; Advisors Consulted. This Agreement will be deemed to have been prepared jointly by the Parties and their respective advisors and will not be strictly construed against either Party. Each Party hereby acknowledges and agrees that each (a) has read this Agreement in its entirety prior to executing it, (b) understands the provisions and effects of this Agreement and (c) has consulted with such advisors as it has deemed appropriate in connection with its respective execution of the Agreement.

### Miscellaneous. This Agreement constitutes the entire Agreement between the Parties and contains all of the agreements between the Parties with respect to the subject matter addressed in this Agreement. Except as otherwise described in this Agreement, no change or modification, including waiver, of this Agreement will be valid unless it is in writing and signed by authorized representatives of the Parties. The waiver of any breach of this Agreement by any Party will not constitute a continuing waiver, or a waiver of any subsequent breach, of either the same or any other provision of this Agreement. Except as specifically provided in this Agreement, Employer may not assign this Agreement or its rights or obligations under this Agreement, without the prior written consent of HRH, which consent shall not be unreasonably withheld, except that Employer may assign this Agreement to an entity acquiring all or substantially all of Employer’s business assets or which by reason of a reorganization under a new name (other than a reorganization under U.S. Bankruptcy Law), merger, acquisition or otherwise assumes the legal position of Employer and acquires all of the business interests of Employer. HRH may assign this Agreement and its rights and obligations under this Agreement, without prior consent of Employer. This Agreement will extend to, be binding upon and inure to the benefit of the Parties to this Agreement, their successors and permitted assigns. This Agreement may be executed simultaneously in number of counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. This Agreement will not create any independent rights in any third party, other than the Physicians, or make any third party a third‑party beneficiary of this Agreement.

**[Signatures on Following Pages]**

In WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Amendment.

**HENDRICKS REGIONAL HEALTH**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EMPLOYER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EXHIBIT A

Medical Services and Pharmacy

**“MEDICAL SERVICES and Pharmacy”**

Services may include, but are not limited to, the following:

**Diagnosis and Treatment:**

* Upper and lower respiratory illnesses, such as colds, sore throats, earaches, sinusitis, allergy (hay fever), asthma, and bronchitis
* Headaches, including migraine.
* Routine, non-specific chest, abdominal, back, and musculoskeletal pain
* Strains, sprains, and minor arthritic conditions
* Rashes, bites, stings, and acne
* Hypertension (high blood pressure)
* Diabetes Mellitus
* High cholesterol
* Obesity
* Hypothyroidism
* Urinary complaints and vaginal discharge
* Osteoporosis
* Family planning advice and prescription
* Mental/Behavioral health conditions such as depression, anxiety, insomnia, and bipolar disease

**Screening, Treatment, and Prevention:**

* Annual physical examination
* Sports physicals
* Convenience care pediatric services for children 1 year old and over
* Immunizations at an additional fee
* Depo-Provera injections with patient supplying drug
* Influenza vaccinations at an additional fee
* Pharmacy Services provided by Northwind Pharmacy with using the HRH formulary available for onsite and mail order medications

**Testing:**

* Onsite Point of Care Testing
* Finger stick (blood sugar)
* Visual Acuity (screening only)
* Laboratory Services

**Excluded Medical Services**

Except for the Covered Services specifically described above, no other medical services whatsoever will be covered. Without limiting the generality of the foregoing, the following services are excluded:

Services specifically **exclude** the following:

* Obstetrical care
* Injuries or conditions that may be reasonably viewed as eligible for Worker’s Compensation claims, including FMLA
* Management of chronic pain, severe behavioral, or severe mental health disorders
* Dispensing of controlled substances of any kind (such as, narcotics, benzodiazepines, stimulant medications)
* Any services that would be better treated by a medical specialist or surgeon, or conditions (such as moderate/severe chest or abdominal pain) that requires services beyond the scope of a primary care office
* Radiological services (x-ray, CT, MRI)
* Long term (i.e., greater than 2 weeks) prescription of controlled substances, including but not limited to narcotics, stimulants, benzodiazepine, and certain hormone preparation.
* Management of complex medical issues that are better served in a traditional office practice due to more extensive hours of operation or higher levels of staff support. (*Note:* Patients who have problems that cannot be managed in the clinic setting would remain eligible for lab draws and prescriptions medication dispensing even if not undergoing regular clinic visits. Also, when the complex issue(s) resolve(s) or stabilize(s), the patient can then use the clinic for routine visits.)

**Pharmacy Services**

**EXHIBIT B**

**EXHIBIT C**

**Fees**

1. **PMPM Fee:**

|  |  |  |
| --- | --- | --- |
| **Pricing for Chamber Members** | | |
| **Price** | **Members** | **Pricing Model** |
| $60 | Employee | $60 |
| $85 | Employee and Child | $60+$25 |
| $100 | Employee and Partner | $60 +$40 |
| $125 | For a Family of 3  (each additional member $25) | $60+$40+$25 |

1. **Employee Minimum: \_\_\_\_\_\_\_\_\_\_** Employees
2. **Fees for Other Services Elected by Employer**
   1. Immunizations
3. **Out of Score Requests**

A formal process will be created to support any out of scope requests by Employer. When Employer requests services (e.g. clinic or wellness service offerings, reporting, communication/marketing services) that are outside the scope of this Agreement, HRH will notify Employer. HRH will then assess any estimated discovery costs to consider the out of scope request and provide a written estimate to Employer for approval prior to conducting discovery. After discovery, HRH will provide a written proposal including any incremental costs with detailed scope related to the request for Employer’s approval prior to proceeding with any such request.