

FOUNDATION HEALTH FOR _____

DIRECT PRIMARY CARE AGREEMENT

This agreement is entered into on _____ by and between Foundation Health, LLC, a provider network and Colorado limited liability company (the "Provider") and _____ (the "Employer").

Provider's Services

The Provider is a provider network that agrees to provide health care services for those employed by the Employer and who have chosen to enroll in the Foundation Health, LLC provider network Direct Primary Care plan.

The services offered by the Provider will include but not be limited to the generally accepted appropriate care that is administered in a family practice office setting. In addition, the Provider agrees to provide nutritional counseling, disease management, referral to specialty care providers and general wellness counseling as appropriate for each patient. All services available through Provider are listed on Attachment A attached hereto and incorporated herein by reference. Services are provided through physicians and non-physician practitioners duly licensed to practice medicine and to otherwise provide such services.

Employer acknowledges that Provider does not provide comprehensive health insurance coverage nor does it enter into a contract of insurance with patients. Provider will not be responsible for the cost of any medical services received by any patient outside of the Service Facility.

Employer is responsible for managing the eligibility and the cost sharing arrangement between employer and employee (if any). Foundation Health LLC makes no guarantee that the direct care membership fee is tax deductible. Foundation Health recommends that you seek professional legal and accounting advice for the tax consequences of all employee benefits plans.

Employer or Provider may cancel this agreement with 30 days' notice, while complying with all abandonment provisions, regulations and rules. However the individual patient (employee) may continue the services and contract directly with Foundation Health, LLC, if both parties agree to do so. In addition, the Provider's patients may at any time cancel their membership with Foundation Health.

Provider does not require any waiting periods for employees nor will services be withheld based on pre-existing health conditions.

Service Facility

Enrolled employees may seek treatment at the service facility located at the below address or at any other future Foundation Health service facility.

**1949 Pearl Street
Boulder, CO 80302
Phone: 303.449.0157**

EMPLOYER INITIALS _____

PROVIDER INITIALS _____

Compensation

Employer shall pay to Provider a fee per Patient each month in advance as set forth on Attachment B ("Direct Fee"), attached hereto and made a part of this Agreement, which shall include a list of all Patients whom are covered by these fees paid. There will be additional charges for the cost of prescriptions, vaccines, and labs provided within the Service Facility that are administered by Foundation Health, LLC, and the cost of these will be furnished to patients in advance of the service.

Provider shall maintain a current Patient census and will provide Employer with a confirming listing of all eligible Patients within a reasonable timeframe upon request.

Invoice

This Agreement will commence on _____ and will extend for an initial one (1) year term (the "Initial Term") followed automatically by successive one (1) year terms ("Renewal Terms"). At any time during the Initial Term or any Renewal Term, Employer or Provider may terminate this Agreement without cause upon thirty (30) days prior written notice.

Choice of Law: Arbitration

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. All disputes arising out of this Agreement will be submitted to arbitration in Denver County in the State of Colorado, pursuant to the rules of the American Arbitration Association then in existence in the State of Colorado. The decision in arbitration shall be conclusive and binding on Employer and Provider and may be reduced to judgment in any court of competent jurisdiction. Neither party shall assign any rights or delegate any duties under this Agreement without the prior written consent of the other party.

Notices

Any and all notices, requests, payments, demands and other communications, required or permitted hereunder shall be given to the respective parties in writing, either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, addressed to Provider or Employer, as the case may be, as follows:

Or at such other address(es), and to such other person(s) as either party may from time-to-time designate by notice given as herein provided. Notices shall be deemed effective when delivered if personally delivered, or seventy-two (72) hours after deposit in the United States mail if sent by certified or registered mail.

Amendment

No modification, amendment or addition to this Agreement or waiver of any of its provisions shall be valid or enforceable unless in writing and signed by both parties. This Agreement and the documents referred to herein contain all of the terms and conditions agreed upon by the parties with respect to the subject matter hereof. No other understanding, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind either party. Provider may modify Attachment A listing the services provided by giving sixty (60) days prior written notice of the changes to Employer.

EMPLOYER INITIALS _____

PROVIDER INITIALS _____

Binding Effect

This Agreement shall be binding on the parties, their legal representatives, successors and permitted assignees. Employer's employee's and dependents enrolled in Provider's program under the terms of this Agreement shall be bound by the terms of this Agreement if they seek services hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

"PROVIDER" - Foundation Health, LLC

By:

Title:

Date:

"EMPLOYER"-

By:

Title:

Date:

EMPLOYER INITIALS _____

PROVIDER INITIALS _____

ATTACHMENT A: SERVICES

The following table lists the Services covered under the Direct Fee when provided by Foundation Health. The Direct Fee only covers those services and labs, set forth below:

GENERAL PRIMARY CARE AND PREVENTIVE CARE SERVICES, INCLUDING, BUT NOT LIMITED TO:

- Comprehensive Physical Exam
- Basic Vision Screening (Color & Near Vision)
- Fitness and Nutrition Coaching
- Health risk assessment
- Lifestyle & risk-reduction coaching
- Blood pressure screening
- Chronic disease management
- Prenatal counseling
- General family medicine

TREATMENT AND PROCEDURES

- Basic splinting
- Ear Wax Removal
- EKG
- Skin Biopsy (lab not included)
- IUD Insertion and removal (IUD not included)
- Basic Wound Care
- Skin Cyst Removal
- Stitches
- Peak flow testing
- Suture & Staple Removal
- Nebulizer Treatment
- Ingrown toenail removal
- PAP smear
- STI Screening

LABS

We provide all blood draws and sample collection in our office and will send out any out-of-office labs for you. The below tests come included in your membership:

- Annual Lipids Test
- Annual Comprehensive Metabolic Panel
- Pregnancy test
- Stool blood test (FOBT)
- Hemoglobin A1C
- Strep throat test
- Blood glucose (finger stick)

EMPLOYER INITIALS _____

PROVIDER INITIALS _____

ATTACHMENT B: DEFINITIONS AND STANDARD PRICING

DEFINITIONS

Any capitalized terms used in this Attachment B and not defined below shall be defined as set forth in the Agreement. "Adult Patient" shall mean any Patient age 18 or over.

"Minor Patient" shall mean any Patient under the age of 18. "Patient" shall mean any person enrolled in the Program.

"Program Effective Date" shall mean the first date Patients are eligible to receive Services from the Program as set forth in Exhibit 1 to this Attachment B.

DIRECT FEE:

\$_____.00 each month for each Adult Patient, and \$_____.00 each month for each Minor Patient. Employer shall furnish Provider with a list of all covered Patients along with each monthly payment. Only those patients on the Employer's list shall be eligible for Provider's Direct Primary Care services.

Payment will be due each month in advance by the last day of the prior month.

The Direct Fee will apply for Initial Term of this Agreement.

EMPLOYER INITIALS _____

PROVIDER INITIALS _____