**Employer AGREEMENT**

**[clinic legal name]**

This is an Agreement entered into on , 20 , between [clinc], a [state] Limited Liability Company (the “Clinic”), located at [address], and (“Employer”).

**Background**

Employer desires to make available to its employees and qualified members (as defined in number 1, below), Direct Primary Care, consisting of a package of services, both medical and non-medical, and certain amenities (collectively “Services”), which are offered by the Clinic, and set forth in Appendix A, attached to this agreement and incorporated by reference.

The Clinic is a Direct Primary Care (DPC) practice specializing in primary care. The Clinic has the facilities and expertise to provide the above-mentioned Services. Therefore, in exchange for the valuable consideration described in this document, the parties agree to the following obligations and conditions.

**Definitions**

1. **Qualified Member.** A Qualified Member is defined as an employee (and his/her family members who are authorized by the Employer) who is eligible for, and listed on the Employer Roster of the attached Appendix C.

**Agreement**

1. **Fees**. In exchange for certain fees to be paid by the employer, as set forth in Appendix B, the Clinic agrees to provide Qualified Members (as defined in number 1, above) with Services described in Appendix A, which is attached and incorporated by reference, under the terms and conditions set forth in this Agreement.
	1. The Clinic shall invoice Employer for its Qualified Members’ fees as agreed in Appendix B. The Clinic shall invoice Employer monthly, by the first business day of every month, on a prospective basis. Invoices shall substantially comply with Section 3, below.
	2. Employer shall remit payment on all invoices within 10 days of receipt of the invoice. Payment shall be made through ACH bank draft, as described in Appendix D, which is attached, and incorporated by reference.
2. **Identification of Eligible Members.** Employer will provide the Clinic with a roster, which shall identify all Qualified Members. Employer will update the roster as necessary and notify the Clinic immediately when an employee is no longer employed or otherwise ceases to be a Qualified Member. Likewise, the Clinic shall provide Employer with monthly invoices, which identify all Qualified Members for which the Employer is being billed.
3. **Non-Participation in Insurance. Employer acknowledges that neither the Clinic, nor its Providers participate in any health insurance, HMO plans or panels. The Clinic makes no representations that the fees paid under this Agreement will be covered by the Qualified Member’s health insurance or other third-party payment plans.** Employer understands that it is the Qualified Member’s responsibility to determine whether reimbursement is available from a *private, non-governmental* insurance plan or HSA and to submit any required billing.
4. **Medicare.** Both the Employer and the Clinic will inform Qualified Members that if they become eligible for Medicare during the term of this Agreement, Qualified Member must notify the Clinic immediately and if such Member desires to continue as a Clinic patient, the law requires s/he sign a Medicare Waiver.
5. **Not Insurance, Health Plan, or Other Medical Coverage**. Employer acknowledges that this Agreement is not a contract that provides health insurance for Members, and is **not intended to be a substitute for employee health coverage or replace any existing health plan** or coverage that Employer might offer. Employer understands that the Clinic is a DPC practice, and that the Clinic has advised Employer to consult with a health insurance professional for advice on obtaining employee health insurance coverage to compliment DPC care.
6. **Term; Termination**. This Agreement will commence on the effective date cited above and will extend for one year. However, either party has the absolute and unconditional right to terminate the Agreement without cause by giving the other party 30 days prior written notice. If the Agreement is terminated by written notice, then immediately upon termination, Employer shall pay all outstanding fees, calculated on a per diem basis. Unless terminated as set forth above, this Agreement will renew automatically for another one-year term at the expiration of the current term.
7. **Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of [state]. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Clinic in [city, state].
8. **Change of Law.** If there is a change of any relevant law, regulation or rule, federal, state or local, which affects the terms of this Agreement, the parties agree to amend this Agreement to comply with the law.
9. **Severability**. If any part of this Agreement is considered legally invalid or unenforceable by a court of competent jurisdiction, that part will be amended to the extent necessary to be enforceable and the remainder of the contract will stay in force as originally written.
10. **Amendment****.** No amendment of this Agreement shall be binding on a party unless it is in writing and signed by all the parties. Except for amendments made in compliance with Section 9, above.
11. **Assignment**. This Agreement, and any rights Employer may have under it, may not be assigned or transferred by Employer without written permission of the Clinic.
12. **Relationship of Parties**. Employer and the Clinic intend and agree that the Clinic, in performing these duties under this Agreement, is an independent contractor, as defined by the guidelines promulgated by the United States Internal Revenue Service and/or the United States Department of Labor. As such, the parties’ relationship is not to be construed as that of partners, employee/employer, joint venture, etc., and the Clinic shall have exclusive control of its work and the manner in which it is performed.
13. **Arbitration.** All disputes arising out of this Agreement will be submitted to arbitration in the county in which the Clinic is located, pursuant to the rules of the American Arbitration Association then in existence in the State of [state]. The decision in arbitration shall be conclusive and binding on the parties and may be reduced to a judgment in any court of competent jurisdiction. The parties expressly waive their right to trial in any court.
14. **Miscellaneous**. This Agreement shall be construed without regard to any rules requiring that it be construed against the party who drafted the Agreement. The captions in this Agreement are only for the sake of convenience and have no legal meaning.
	1. **Entire Agreement**. This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter of this Agreement.
	2. **Service.** All written notices are deemed served if sent to the address of the undersigned parties by first class U.S. mail**.**

**[Intentionally Left Blank]**

The parties have signed duplicate counterparts of this Agreement on the date first written above**.**

Date **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 By: , for

 [legal name of clinic]

Employer:

Date **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

**Appendix A**

**Services**

1. **Medical Services**. Medical Services under this agreement are those medical services that the Physician is permitted to perform for Qualified Members under the laws of the State of [state], are consistent with Physician’s training and experience, are usual and customary for a family medicine physician to provide, and include the following:[[1]](#footnote-1)
* Acute and Non-acute Office Visits
* Well-Woman Care/ Pap Smear
* Electrocardiogram (EKG)
* Blood Pressure Monitoring
* Diabetic Monitoring
* Breathing Treatments (nebulizer or inhaler with spacer)
* IUD Removals
* Urinalysis
* Rapid Test for Strep Throat
* Removal of benign skin lesions/warts\*
* Simple aspiration/injection of joint\*
* Removal of Cerumen (ear wax)
* Wound Repair and Sutures\*
* Abscess Incision and Drainage
* Basic Vision/Hearing Screening
* Drawing basic labs. Labs and testing that cannot be performed in-house will be offered at a discounted rate through select vendors.\*
* The convenience of access to many commonly prescribed prescription medications and Durable Medical Equipment at greatly reduced prices, dispensed on premises.\*\*

\*The Qualified Member shall be responsible for all fees associated with any procedures, laboratory testing, and/or specimen analysis.

\*\*Prescription medications dispensed and/or Durable Medical Equipment provided by [CLINIC NAME] is subject to an additional charge, for which the Qualified Member is responsible.

The Qualified Member is also entitled to a personalized, annual in-depth “wellness examination and evaluation,” which shall be performed by the Physician, and may include the following, as appropriate:

* Detailed review of medical, family, and social history and update of medical record;
* Personalized Health Risk Assessment utilizing current screening guidelines;
* Preventative health counseling, which may include: weight management, smoking cessation, behavior modification, stress management, etc.;
* Custom Wellness Plan to include recommendations for immunizations, additional screening tests/evaluations, fitness and dietary plans;
* Complete physical exam & form completion as needed.
1. **Non-Medical, Personalized Services**. [clinic name] shall also provide Qualified Member with the following non-medical services (“Non-Medical Services”):
2. ***After Hours Access*.** The Qualified Member shall have direct telephone access to the Physician seven days per week. The Qualified Member shall be given a phone number where the Qualified Member may reach the Physician directly for guidance regarding concerns that arise unexpectedly after office hours. Video chat and text messaging may be utilized when the Physician and the Qualified Member agree that it is appropriate.
3. ***E-Mail Access*.** The Qualified Member shall be given the Physician’s e-mail addressto which non-urgent communications can be addressed. Such communications shall be dealt with by the Physician or staff member of [clinic name] in a timely manner. [CLINIC NAME] will require that the Qualified Member understands and agrees that email and the internet should never be used to access medical care in the event of an emergency, or any situation that the Qualified Member could reasonably expect may develop into an emergency. [CLINIC NAME] will require that the Qualified Member agree that in such situations when a Qualified Member cannot speak to Physician immediately in person or by telephone, that the Qualified Member shall call 911 or the nearest emergency medical assistance provider, and follow the directions of emergency medical personnel.
4. ***No Wait or Minimal Wait Appointments.*** [CLINIC NAME] shall make reasonable efforts to assure that Qualified Members are seen by the Physician immediately upon arriving for a scheduled office visit or after only a minimal wait. If the Physician foresees a minimal wait time, [CLINIC NAME] shall contact the Qualified Member and advise of the projected wait time.
5. ***Same Day/Next Day Appointments*.** When a Qualified Member calls or e-mails the Physician prior to noon on a normal office day (Monday through Friday) to schedule an appointment, [CLINIC NAME] shall make every reasonable effort to schedule an appointment for the Qualified Member to be seen on the same day. If the Qualified Member calls or e-mails the Physician after noon on a normal office day (Monday through Friday) to schedule an appointment, [CLINIC NAME] shall make every reasonable effort to schedule an appointment for the Qualified Member to be seen on the following normal office day. In any event, however, [CLINIC NAME] shall make every reasonable effort to schedule an appointment for the Qualified Member on the same day that the request is made.
6. ***Specialists Coordination.*** [CLINIC NAME] and Physician shall coordinate with medical specialists to whom the Qualified Member is referred to assist the Qualified Member in obtaining specialty care. **[CLINIC NAME] shall ensure that the Qualified Member understands and agrees that fees paid under this Agreement do not include and do not cover specialist’s fees or fees due to any medical professional other than the [CLINIC NAME] Physician.**

**Appendix B**

**MEMBERSHIP PRICING**

THE FEES AS SET FORTH BELOW ARE IN PAYMENT FOR ALL SERVICES DESCRIBED IN APPENDIX A. THEY DO NOT INCLUDE SERVICE CHARGES AS PROVIDED IN APPENDIX A OR ANY SERVICES NOT LISTED THEREIN.

Employee $ per month

Dependent $ per month

Additional Dependents (0-24 years of age) $ per month

|  |  |  |
| --- | --- | --- |
|  | **Employer** | **Employee** |
| Membership |  % |  % |
| Labs |  % |  % |
| In-Office Procedures |  % |  % |
| Prescriptions filled by Practice |  % |  % |

**Appendix C**

**Member ROSTER**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| FAMILY NAME | Name | RELATIONSHIP | DOB | AGE |
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**Appendix D**

**Recurring Payment Authorization Form**

Employer E-mail for Monthly Statements: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_@\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employer Phone Number: (\_\_\_\_) \_\_\_\_\_\_-\_\_\_\_\_\_\_\_

Employer Fax Number: (\_\_\_\_) \_\_\_\_\_\_-\_\_\_\_\_\_\_\_

Employer Point of Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employer Billing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the convenience of automatic, reoccurring billing, simply complete the checking information section below and sign the form. **On the 10th day of each month, Clinic will automatically charge Employer’s checking account pursuant to fees listed Appendix B and the most current roster provided by Employer.** Employer’s total charges will appear on your monthly statement.

**CHECK ONE:**

**Checking Account Info:**

Name on Account:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Bank\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Routing Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Authorization**

I authorize [CLINIC NAME] to automatically bill the checking account listed above, as specified.

Product/Service Description: Medical Services

Authorized Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. As deemed appropriate and medically necessary by Physician. [↑](#footnote-ref-1)