

**REMEDY HEALTH, P.L.L.C.  
DIRECT PRIMARY CARE EMPLOYER AGREEMENT**

This agreement is entered into on [Date] by and between REMEDY HEALTH, P.L.L.C., a direct primary care medical practice and Oklahoma professional limited liability company (“Practice”) and [\*Employer Name] (“Employer”).

**Background**

The Provider is a direct primary care medical practice that agrees to provide health care services for individuals employed by Employer consisting of at least 5 employees and who have chosen to enroll as Patients of Remedy Health, P.L.L.C. Provider agrees to provide the services described in this Agreement on the terms and conditions set forth in this Agreement and in the separate Direct Primary Care Patient Agreement (“Patient Agreement”), to be executed separately by each enrolled Patient [\*and their eligible dependents].

**1. Provider’s Services.** As used in this Agreement, the term “Services” shall mean a package of ongoing primary care services, both medical and non-medical, and certain amenities, which are offered by Provider, and set forth in Appendix 2. Each Patient will separately execute a Patient Agreement that further details the terms and conditions of Services.

**2. Insurance or Other Medical Coverage.** 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 Provider’s facility.

**3. Fees.** Employer is responsible for managing the eligibility and the cost sharing arrangement between employer and employee (if any). [\*Choose one: Employer agrees to pay the full cost of membership fees on behalf of its employees [\*and their eligible dependents] directly to Provider. Provider will invoice Employer and Employer will remit payment to Provider on a monthly basis. / Each Employee [\*and their eligible dependents] will be responsible for paying the full cost of their membership fees directly to Provider pursuant to the terms of the Patient Agreement.] Provider’s Fee Schedule is attached as Appendix 1. Fees are subject to change in the future, but Employer will be provided ninety (90) days’ notice prior to any fee change taking effect.

There will be additional charges for the cost of prescriptions, labs, imaging, and other ancillary services. Examples of these services are detailed in Appendix 2. The cost of these will be furnished to patients in advance of the service.

**4. Tax Consideration.** Provider makes no guarantee that the direct care membership fee is tax deductible. Provider recommends that Employer seek professional legal and accounting advice for the tax consequences of all employee benefits plans.

**5. Term and Termination.** This Agreement will commence on [\*Date] and will extend for an initial one (1) year term (“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.

Upon Employer’s termination, the individual Patient (i.e. any Employee [\*and their eligible dependents]) may continue the services and contract directly with Provider if both parties agree to do so. In addition, the Employee-Patients may at any time cancel their membership with Provider.

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

**6. Severability.** If for any reason any provision of this Agreement shall be deemed, by a court of competent jurisdiction, to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the Agreement shall not be affected, and that provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.

**7. Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Oklahoma and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the Provider address in Tulsa, Oklahoma.

**8. 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 electronic mail (e-mail) to the individual(s) designated by each party to receive such communications, via personal delivery or by registered or certified mail, postage prepaid, return receipt requested, addressed to Provider or Employer, as follows:

**For Provider:**

Remedy Health, P.L.L.C.  
5014 East 101<sup>st</sup> Street, Suite 200  
Tulsa, Oklahoma 74137  
admin@remedyhealthdpc.com

**For Employer:**

[Name]  
[Company]  
[Address]  
[email]

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 within twenty-four (24) hours if sent via e-mail, when delivered if personally delivered, or seventy-two (72) hours after deposit in the United States mail if sent by certified or registered mail.

**9. 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 Appendix, listing the services provided, by giving sixty (60) days prior written notice of the changes to Employer.

**10. Binding Effect.** This Agreement shall be binding on the parties, their legal representatives, successors and permitted assignees. Employer's employee's [\*and eligible dependents] enrolled in Provider's program under the terms of this Agreement shall be bound by the terms of this Agreement as well as the separate Patient 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.

**Remedy Health, P.L.L.C.**

**[Employer Name]**

**by:**

**by:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Appendix 1**

### **Remedy Health Fee Schedule**

Monthly Periodic Fee – This fee is for ongoing primary care services and is \$60.00 per employee regardless of age. Children under age 20 are \$20.00 per child with one parent enrolled. The family cap is \$160.

Fees are subject to change in the future, but Patient will be provided ninety (90) days' notice prior to any fee change taking effect.

Some ancillary services will be passed through “at cost” (no markup by us). Examples of these ancillary services include laboratory testing and radiologic testing. These are described in Appendix 2. Many services available in our office (such as EKGs) are available at no additional cost to you. Items available at no additional cost will be listed on our website and are subject to change.

Prescription drugs will be provided at cost plus approximately thirty percent (30%). This markup covers costs incurred by us for shipping, bottles, labels, proper storage, etc.

The periodic fee will be billed at the end of the month (after the ongoing primary care has been provided) and the Patient is entitled to leave the practice at any time and be assigned a prorated final bill based upon the date of withdrawal from the practice.

## **Appendix 2**

### **Remedy Health Services and Ancillary Items**

Ongoing Primary Care is included with the Periodic Fees described in Appendix 1. Please see a list of some of the chronic conditions we routinely treat on the Practice website (subject to change). There are no itemized fees for office visits.

In-Office Procedures we are generally comfortable performing are listed on the Practice website. These are typically available at no additional cost unless otherwise designated, and these are also subject to change.

Laboratory Studies will be charged according to the direct price rate we have negotiated with the lab. An example of common laboratory studies and their prices (subject to change) are listed on the practice website.

Medications will be ordered in the most cost-effective manner possible for the Patient. When we dispense medications in the office these medications will be made available to the patient at wholesale cost plus a ten percent (10%) surcharge to cover the cost of shipping, bottles, labels, etc. Examples of commonly dispensed medications and their prices are listed on the practice website. The prices listed include our markup and are subject to change.

Pathology studies will be ordered in the most economical manner possible. Anticipated prices for these studies (subject to change) are listed on the Practice website.

Radiology studies will be ordered in the most cost-effective manner possible for the Patient. Commonly ordered radiologic studies and prices (subject to change) are listed on the website.

Surgery and specialist consults will be ordered in the most cost-effective manner possible for the Patient. Patient will be responsible for costs incurred for these services. The Practice strongly encourages Patient to maintain a high health insurance policy to cover these costs, should they arise.

Vaccinations are NOT offered in our office at this time due to the cost prohibitive nature of stocking a limited supply. We will try to help you obtain needed vaccinations elsewhere in the most cost-effective manner possible.

Hospital Services are NOT covered by our membership plan, and due to mandatory "on call" duties required at local institutions we have elected NOT to obtain formal hospital admission privileges at this time.

Obstetric and Gynecologic Services are NOT covered by our membership plan. In the future we may begin to offer some of these outpatient services in our office, but due to our small size we are unable to offer these services at this time.