

Important message for DPC Practice:

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DIRECT PRIMARY CARE SERVICE AGREEMENT

This Agreement (“Agreement”) is entered into on the ____ day of ____, 20____ (the Effective Date”), by and between West McCracken Health Care (“DPC Practice”) and White Brother’s Concrete, (“Employer”).

WHEREAS, DPC Practice provides Direct Primary Care medical services to employees and dependents of employers directly; and

WHEREAS, Employer wishes to offer to its eligible employees and their dependents the Direct Primary Care medical services provided by DPC Practice; and

WHEREAS, Employer and DPC Practice wish to memorialize their agreement as set forth below;

THEREFORE, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged by the parties, the parties agree to the following terms and conditions:

1. Services

- a) DPC Practice operates or affiliates with direct primary care practices known as “Service Facilities” or a “Service Facility”.
- b) DPC Practice and any affiliates shall provide Direct Primary Care medical services (the “Services”), as outlined in Exhibit A to this Agreement and incorporated herein, to the employees and dependents of Employer (the “Patients”) that actively enroll to receive such Services from DPC Practice.
- c) Employees can enroll themselves and their dependents, including spouses, partners, and their children, as patients in the program by following the enrollment process communicated or provided to them by either their Employer or DPC Practice. Dependents of employees may also enroll themselves following the same enrollment process.
- d) Enrolled employees and their dependents are deemed Patients or “Members” of DPC Practice.
- e) Services are provided through practitioners duly licensed to practice medicine and to otherwise provide such Services.

2. Compensation

As consideration for DPC Practice providing the Services, Employer shall pay to DPC Practice a fee per each enrolled Patient each month as set forth in Exhibit B (the “Direct Fee”), attached hereto and incorporated herein. DPC Practice shall maintain a currently enrolled Patient log and agrees to review the same with Employer upon request.

3. Invoices and Invoicing

- a) Invoices are issued based on the number of enrolled Patients for the current calendar month. Employer shall submit to DPC Practice (directly or using a Third Party Administrator) a current census of covered lives by the 1st calendar day of each month if there are any changes from previous month, listing those employees and

dependents eligible for the program as of the 1st calendar day of the same month, so that DPC Practice can ensure accurate invoicing for Patients. Patient enrollment changes occurring after the current billing cycle will be accounted for in the following billing cycle.

- b) DPC Practice shall provide to Employer an invoice on the first Monday of the month that sets forth the amount of the Direct Fee (the “Invoice Amount”) due and payable by Employer on behalf of Patients enrolled as of the first of the same calendar month. Such invoice shall also set forth the number of currently enrolled Patients.
- c) Payment terms are net thirty (30) days from the invoice date. If Employer fails to pay an invoice within 60 days from the invoice date, then Employer shall be deemed in breach and shall be charged interest at the monthly rate of 1.5% of the outstanding balance until said invoice is fully paid. The charging of interest shall not limit or restrict DPC Practice from taking any other lawful actions or seeking other remedies for such breach.
- d) The full monthly Direct Fee shall be applied, with no pro-rating, to every month in which there is any active membership. The membership start and end dates shall define an active membership period and shall be governed by a cutoff date of the 5th of the month. For example, if a patient enrolls prior to the 6th of the month, their membership start date shall be the enrollment date and the full Direct Fee shall be owed for that month. If a patient enrolls after the 5th of the month, their membership start date shall be the 1st of the following month, which shall be the first month for which the full Direct Fee shall be owed. The membership end date shall be the last day of the month in which a membership is cancelled and the full Direct Fee shall be owed for that month. Services shall be available to members for the entire active membership period. Credits for member cancellations shall be limited to the prior billing cycle, up to a maximum value of one (1) months’ worth of the Direct Fee fee per cancelled member. No partial month enrollment charges or cancellation credits will be issued.
- e) In the event a Member becomes no longer employed with Employer Group, and is disenrolled from the Program, that Member and any eligible dependents may continue their membership directly with DPC Practice at the Employer price for up to the maximum period required under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”) and applicable guidance by re-enrolling into the Program and paying the monthly membership payments.

4. Term and Termination

- a) This Agreement will commence on the Effective Date, which is the date that enrolled employees or dependents of Employer are first eligible to receive services from DPC Practice. The term of this Agreement shall be for 12 months (the “Initial Term”).
- b) The Initial term shall be followed automatically, unless otherwise terminated by either party pursuant to the terms and conditions set forth herein, by successive one (1) year renewal terms (“Renewal Terms”).
- c) At any time during the Initial Term or any Renewal Term, Employer or DPC Practice may terminate this Agreement without cause upon ninety (90) days prior written notice. HOWEVER, if Employer elects to terminate this Agreement without cause, Employer will pay to DPC Practice a termination fee equal to the sum of (i) \$50 multiplied by the number of Adult Patients that were enrolled in the month prior to receipt of termination notice, plus (ii) \$40 multiplied by the number of Minor Patients that were enrolled in the month prior to receipt of termination notice, multiplied by (iii) the number of months remaining in the Initial Term or any subsequent Renewal Term as of the effective date of the without cause termination.

- d) Either party shall have the right to terminate this Agreement for cause, where “for cause” shall mean a material breach of any terms or conditions of this Agreement by the other party, provided such breach continues uncured for thirty (30) days after receipt by the breaching party of written notice of such breach from the non-breaching party. Also, Either party may terminate this Agreement immediately if the other party files for bankruptcy or reorganization, becomes insolvent, or makes a general assignment for the benefit of its creditors and such is not dismissed within sixty (60) days.
- e) A Patient’s membership will terminate upon such Patient’s termination of coverage under the Employer’s group health plan.

5. Termination by DPC Practice of a Patient’s membership Agreement

DPC Practice shall have the right to terminate a Patient’s or Member’s membership. DPC Practice will notify Employer within 3 days of any such termination. The termination of any Patient’s or Member’s membership with DPC Practice shall not result in termination of this Agreement.

6. Non-Provider of Insurance

Employer acknowledges that DPC Practice does not provide comprehensive health insurance coverage nor does it enter into a contract of insurance with Patients, submit claims for insurance reimbursement, or participate in government payer or private insurance plans. DPC Practice is not responsible for the cost of any medical services received by any Patient outside of a Service Facility managed by DPC Practice or its affiliates. DPC Practice’s arrangement with Patients is not a substitute for health insurance or other health plan coverage and is not intended to replace any existing or future health insurance plan coverage. Employer is responsible for all decisions regarding health benefits it provides to its employees.

7. Non-Recruitment and Non-Solicitation

Each party recognizes that the employees, contractors and third party providers, as applicable, of the other party, and those persons’ loyalty and service to that other party, constitute a valuable asset. Accordingly, each party agrees not to canvass, solicit directly or indirectly, contract, or hire any such person(s) of the other party during the term of this Agreement; and for twelve (12) months after any termination of this Agreement; and for twelve (12) months following termination of employment or the working relationship of such person with the other party. Such person(s) shall include but not be limited to employees of a party; 1099 contractors of a party; physicians, RNs, MAs, NPs, and other professional medical personnel that may provide Services through DPC Practice via a physician or professional personnel network.

8. Choice of Law, Dispute Resolution and Arbitration

This Agreement shall be governed by and construed in accordance with the laws of the State of KY, without consideration of the conflicts of law provisions thereof. The Parties hereby consent and submit to the exclusive jurisdiction of the courts within the State of KY in any action or proceeding instituted under this Agreement.

- a) The Parties shall make a good faith effort to resolve any disputes that may arise in furtherance of this Agreement. If the parties are unable to resolve the dispute through informal discussions, either Party may submit a written complaint to the other Party describing and proposing a manner of resolving that dispute. The Party receiving that complaint shall respond by accepting, rejecting, or modifying that proposal, in writing, within twenty (20) days of the date that it receives the complaint. If a resolution is not reached

upon such a response being provided to the other Party, then either Party may move forward with arbitration as set forth below.

- b) Any dispute arising out of, under, in connection with, or relating to the execution, interpretation, performance, or non-performance of this Agreement (including the validity, scope and enforceability of this provision) shall be settled by binding arbitration conducted in Paducah, KY. The Parties shall submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (neither the Expedited Procedures, the Procedures for Large, Complex Commercial Disputes nor the Rules for Emergency Measures of Protection shall be utilized), though the Parties shall not utilize the American Arbitration Association itself or any of its arbitrators. The AAA rules shall be utilized, taking into consideration the modifications below and with the understanding that any and all citations to the AAA itself and its arbitrators taking any action or participating in the arbitration process shall be ignored and the chosen arbitrator as set forth below shall be substituted for the AAA and its arbitrators. Initially the costs associated with the arbitration, including the arbitrator, shall be borne by the parties equally. One (1) arbitrator shall be utilized for the arbitration and mutually chosen by the Parties. If the Parties cannot agree on an arbitrator then each Party shall select an arbitrator and those two arbitrators shall select a third. The third arbitrator shall alone hear the dispute and conduct the arbitration. The costs and fees associated with each party's chosen arbitrator selecting the third arbitrator shall be the sole responsibility of each respective party. Each of the Parties shall cooperate with the arbitrator and shall provide him or her with all information in their possession or under their control necessary or relevant to the matter being determined. The Parties shall use their best efforts to cause any arbitration hearing that may be held hereunder to be completed as quickly as practicable, and if possible, within one (1) day. The arbitrator shall be required to make his or her award as soon as possible and if at all practicable, within fourteen (14) days after the conclusion of the arbitration hearing. The law governing the substance of the arbitration will be that of the State of Kentucky. Disputes involving more than two (2) Parties shall be settled by one arbitration. Judgment upon an award, including any interim award, rendered by the arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator may determine all questions of law and jurisdiction including questions as to whether the dispute is arbitrable, has the right to award interim damages, and shall have the discretion, but is not required, to enter an award of costs including reasonable attorney fees, interest and costs of the arbitration including the arbitrator's fees.
- c) Notwithstanding the provisions above, either Party shall be entitled to apply to a court for injunctive or other equitable relief in any case involving a breach or alleged breach by the other Party of any obligations set out in this Agreement relating to the use, protection or confidentiality of any proprietary or confidential information of the Party seeking such injunctive or other equitable relief or a breach of the exclusivity clause.

9. Indemnification

To the extent permitted by law, Employer shall indemnify and hold harmless, and at DPC Practice's request, defend DPC Practice and its affiliates and their respective owners, officers, directors, shareholders, managers, members, employees, and agents (each, an "Indemnified Party") from and against any and all actions, claims, demands, liabilities, losses, damage, costs and expenses, including reasonable attorneys' fees, suffered or incurred

by any Indemnified Party and arising out or resulting from, whether directly or indirectly, Employer's breach or violation of this Agreement.

DPC Practice shall indemnify and hold harmless, and at Employer request, defend Employer and its officers, directors, employees, and agents (each, an "Indemnified Party") from and against any and all actions, claims, demands, liabilities, losses, damage, costs and expenses, including reasonable attorneys' fees, suffered or incurred by any Indemnified Party and arising out or resulting from, whether directly or indirectly, DPC Practice's breach or violation of this Agreement.

10. Assignability

Neither party shall assign any rights or delegate any duties under this Agreement without the prior written consent of the other party.

11. Notices

- a) 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 DPC Practice or Employer, as the case may be, as follows
 - If to DPC Practice:
 - West McCracken Health Care
 - 5325 Metropolis Lake Rd. West Paducah, KY. 42086
 - Attn: Shane Rust
 - If to Employer:
 - White Brother's Concrete
 - 3435 Lovelaceville Rd. Paducah, KY. 42001
 - Attn: Scott White
- b) 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.
- c) Notices shall be deemed effective immediately if personally delivered, or seventy-two (72) hours after deposit in the United States mail if sent by certified or registered mail.

12. Amendment

No modification, amendment or addition to this Agreement, nor waiver of any of its provisions shall be valid or enforceable unless in writing and signed by both parties.

13. Confidentiality

Each party shall retain in confidence the non-public information and know-how disclosed or made available by the other party pursuant to this Agreement which is either designated in writing as proprietary and/or confidential, if disclosed in writing, or if disclosed orally, is designated in writing (which may be via email) as confidential within thirty (30) days of the oral disclosure, or should reasonably be understood to be confidential given the nature of the information and the circumstances of its disclosure (the "Confidential Information"). Each party agrees to: (a) preserve and protect the confidentiality of the other party's Confidential Information; (b) refrain from using the other party's Confidential Information except as permitted herein; and (c) not disclose such Confidential Information to any third party except to directors, officers, employees, agents and subcontractors that have a need to know such Confidential Information and are subject to binding use and disclosure restrictions at least as protective as those set forth herein. Each party agrees to immediately notify the other party of any unauthorized disclosure or use of any Confidential Information and to assist the other party in remedying such unauthorized use or disclosure by taking such steps as are reasonably requested by the disclosing party. Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already publicly known or becomes publicly known without breach of this Agreement; (ii) discovered or created by the receiving party without use of, or reference to, the Confidential Information of the disclosing party, as shown in records of the receiving party; or (iii) otherwise known to the receiving party through no wrongful conduct of the receiving party. In the event the receiving party is required by law or court order to disclose Confidential Information, the receiving party shall (unless prohibited by law) provide prompt notice thereof and reasonable assistance to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure and reasonably limit the disclosure to the minimum amount legally required to be disclosed. Moreover, either party hereto may disclose any Confidential Information hereunder to such party's agents, attorneys and other representatives (and only subject to confidentiality obligations at least as protective as those set forth herein) or any court of competent jurisdiction as reasonably required to resolve any dispute between the parties hereto. This section will survive any termination or expiration of this Agreement.

14. Entire Agreement

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.

15. Force Majeure

Neither Party shall be deemed to have breached this Agreement, nor be held liable for any failure or delay in the performance of any portion of its obligations under this Agreement, including performance guarantees if applicable, if prevented from doing so by a cause or causes beyond the reasonable control of the Party. Such causes include, but are not limited to: acts of God; acts of terrorism; pandemic; fires; wars; floods; storms; earthquakes; riots; labor disputes or shortages; and governmental laws, ordinances, rules, regulations, or the opinions rendered by any court, whether valid or invalid ("Force Majeure Event"). If either Party is prevented from, or delayed in performing any of its obligations under this Agreement by a Force Majeure Event, it will promptly notify the other Party as soon as reasonably practicable (to be confirmed in writing as soon as reasonably practicable) and describe, in reasonable detail, the circumstances constituting the Force Majeure Event and of the obligations, the performance of which are thereby delayed or prevented. Such Party will continue to use commercially reasonable efforts to recommence performance as soon as reasonably practicable.

16. Binding Effect

This Agreement shall be binding on the parties, their parent companies if applicable, their legal representatives, successors and permitted assignees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective as of the Effective Date first written above.

West McCracken Health Care

White Brother's Concrete

Signature:

Signature:

Name: M. Shane Rust, DNP, FNP-BC

Name: J. Scott White

Title: Provider/ Owner

Title: Owner

Date:

Date:

EXHIBIT A: Services

PRIMARY CARE SERVICES

The following table lists the Primary Care Services that DPC PRACTICE offers to Members in furtherance of the Agreement and payment of the Direct Fee. The Direct Fee only covers those services and labs set forth below.

Annual Physical with annual labs
Acute/sick/injury visits no extra charge
Suturing of small wounds
Small lesion removal with pathology charge only
I&D of abscess
EKG
Weight Loss- does not include Semaglutide or Tirzepatide
Pap Smear- Lab fee only
CDL physical- coming
Sports Physical
Pre-employment physical
On-site visits for 5 or more employees

The following table lists the Services that DPC PRACTICE makes available to Members that are not included in the Direct Fee.

Extra labs- more than the one set with physical
Imaging- CXR, CT, MRI, Ultrasound (out Side Facility)
Medication- will get cheapest generic medications (local or mailorder)
Vaccines

EXHIBIT B: Pricing

1. DEFINITIONS

Any capitalized terms used in this Exhibit 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.

2. DIRECT FEE:

\$ 50 each month for each Adult Patient, and

\$ 30 each month for each Minor Patient.

The Direct Fee will apply for the Initial Term of this Agreement. Provider shall provide sixty (60) days advance notice to Employer of any alternate or additional change in the Direct Fee following the initial contract term.

All services provided, as outlined in Exhibit A, are covered under the Direct Fee, unless otherwise specified.