



EMPLOYER-SPONSORED DIRECT PRIMARY CARE

Thanks for choosing us to care for your employees!

To get started, please review and sign the below Agreement. Once we receive your completed Agreement, we will send your designated plan administrator a secure link to our third-party vendor, Hint Health, to create a membership roster, review invoices and eligibility, and set up automatic payments.

Moving forward, the plan administrator will receive an email on a monthly basis with an invoice detailing all active employee members. As employees leave or join the company, the plan administrator can log on and easily make employee roster updates. All changes are effective on the next billing cycle (i.e. the start of the next month).

A few logistical points:

- This contract governs our relationship with you, the employer, and *does not* automatically enroll any of your employees or start their services.
- **All interested employees must be enrolled during your company's enrollment period(s)** – we defer to you on how you'd like to organize an enrollment period, though we don't require one on our end. Hint generates a link for your employees to opt in or you may manually enter enrolled individuals.
- Employees may elect to continue to receive services with KCDPC even if they leave the company or the Employer contract is terminated; they will become responsible for the full monthly fee at that time.

For those of you who have a large company and use either a HR system or benefits administration system, Hint Health can [create an interface](#) to cut down on the manual work of keeping employees updated. Please let us know if you'd like to connect with them on this front.

Please reach out with any questions,

A handwritten signature in black ink that reads 'Allison Edwards'.

Allison Edwards, MD
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**EMPLOYER AGREEMENT
KANSAS CITY DIRECT PRIMARY CARE, LLC**

This is an Agreement entered into on ____/____/20____, between Kansas City Direct Primary Care, a Kansas Limited Liability Company (the “Clinic”) and _____ (“Employer”).

BACKGROUND

Employer desires to make available to its employees and qualified members (as defined 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 enrolled in services and listed as an Eligible Employee on the Employer Roster.

AGREEMENT

2. **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.

a. The Clinic shall invoice Employer for its Qualified Members’ fees as agreed in Appendix B. The Clinic shall invoice Employer monthly on a prospective basis. Invoices shall substantially comply with Section 3, below.

b. Employer shall remit payment on all invoices within 14 days of receipt of the invoice. Payment shall be made through credit card or ACH bank draft.

c. In the event that, prior to the termination of this Agreement, the Practice finds it necessary to (a) increase/adjust monthly fees listed in Appendix B or (b) expand or eliminate certain Services contained in Appendix A, Practice shall give 30 days written notice of any adjustment and if Employer does not consent to the modification, Employer shall terminate the Agreement in writing prior to the next scheduled monthly payment.

3. **Identification of Qualified Members.** Employer will provide the Clinic with a roster which shall identify all Eligible Members. Likewise, the Clinic shall provide Employer with monthly invoices which identify all Qualified Members for which the Employer is being billed. If an employee is no longer employed or otherwise ceases to



be a Qualified Member, the Employer shall remove the Qualified Member, effective for the following billing cycle. If an employee becomes a Qualified Member, his or her membership will become effective on the first day of the following month.

4. **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 90 days prior written notice. 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 annually for additional one-year terms at the expiration of the current term.

5. **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.

6. **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.

7. **The Clinic CANNOT Accept Medicare or Medicare-Eligible Patients.** Employer acknowledges that, at this time, Medicare or Medicare-Eligible Patients are not eligible to be treated by the Clinic or its Provider, and Medicare cannot be billed for any services performed by the same.

8. **Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Kansas. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Clinic in Kansas City, Kansas.

9. **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.

10. **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.



11. **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.

12. **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.

13. **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.

14. **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 Kansas. The decision in arbitration shall be conclusive and binding on the parties and may be reduced to judgment in any court of competent jurisdiction. The parties expressly waive their right to trial in any court.

15. **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.

16. **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.

17. **Service and Notice.** A written notice will be deemed to have been received if it is delivered by email to the address(es) indicated below, when the recipient acknowledges having received that email by responding, or are deemed served if sent to the address of the undersigned parties by first class U.S. mail.

Signature

Date

Allison Edwards, MD (allison@kansascitydirectprimarycare.com)
or Zach Brower (billing@kansascitydirectprimarycare.com)
for KANSAS CITY DIRECT PRIMARY CARE, LLC (info@kansascitydirectprimarycare.com)
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Employer/Company: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Address:

_____, _____

Party responsible for communication regarding this account:

Name (Printed)

Title

Phone

Email Address



APPENDIX A SERVICES

1. **Medical Services.*** Medical Services under this agreement are those medical services that the Physician is permitted to perform under the laws of the State of Kansas, are consistent with Physician's training and experience, are usual and customary for a family medicine physician to provide, and include the following:¹

- Acute and Non-acute Office Visits
- Chronic Disease Management
- Well-Woman Care/ Pap Smear*
- Well-Baby Care
- 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 Screening
- At the Physician's discretion, additional services may be offered for an additional fee.
- 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 at greatly reduced prices, dispensed on premises.*

**Patient is responsible for all costs associated with any procedure, laboratory testing, pathology fees, medications dispensed, radiology ordered, and specimen analysis.*

The Patient may also receive 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 As deemed appropriate and medically necessary by the Physician.



2. **Non-Medical, Personalized Services.** CLINIC shall also provide Patient with the following non-medical services (“Non-Medical Services”), which are complementary to our members in the course of care and are **included in the monthly membership fee**:

- a. **After Hours Access.** Patient shall have direct telephone access to the Physician seven days per week. Patient shall be given a phone number where Patient may reach the Physician directly for guidance regarding concerns that arise unexpectedly after office hours.
- b. **E-Mail Access.** Patient shall be given the Physician’s e-mail address to which non-urgent communications can be addressed. Such communications shall be dealt with by the Physician or staff member of CLINIC in a timely manner during regular business hours. **Patient 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 Patient could reasonably expect may develop into an emergency.** Patient agrees that in such situations, when a Patient cannot speak to Physician immediately in person or by telephone, that Patient shall call 911 or the nearest emergency medical assistance provider, and follow the directions of emergency medical personnel.
- c. **No Wait or Minimal Wait Appointments.** Reasonable effort shall be made to assure that Patient is seen by the Physician upon arriving for a scheduled office visit or after only a minimal wait. If Physician foresees a wait time, Patient shall be contacted and advised of the projected wait time.
- d. **Appointment Availability.** When an established Patient calls or e-mails the Clinic on a normal office day, every reasonable effort shall be made to schedule an appointment with the Physician on the same day or on the following normal office day. New patients will be seen as soon as Clinic capacity allows.
- e. **Specialist Coordination.** Clinic and Physician shall coordinate as best as possible given the constraints in interoperability in the current healthcare system with medical specialists to whom Patient is referred to assist Patient in obtaining specialty care. **Patient understands 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 Physician.**



**APPENDIX B
MEMBERSHIP PRICING**

THE MEMBERSHIP 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.

Standard KCDPC Employer-Sponsored Fee Itemization per Month:

Employee (EMP)	\$75 per month
Employee + Spouse (ESP)	\$150 per month
Employee + 1 Child*	\$110 per month
Employee + Children* (ECH)	\$180 per month maximum
Employee + Spouse + Children* (FAM)	\$255 per month maximum

Note: Medicare-eligible employees may not enroll per section 8, above.

**Child(ren) are defined as dependents under the age of 18*

Enrollment Fee	\$75 per Employee/Family account [§]
Re-Enrollment Fee	\$150 per Employee/Family account reactivated after 45 days of nonparticipation [§]

§Non-refundable fee. Should an Employee's membership lapse or be terminated for more than 45 days, the re-enrollment fee must be paid again for membership to become active.