

CORPORATE AGREEMENT

Balance Health

This Agreement entered into on _____, 20____, between Balance Health, Inc., a Colorado Corporation, (the "Practice"), located at 1709 61st Ave, Greeley, CO 80634, and _____, (the "Corporation").

Background

The Practice, through Frank Morgan, M.D. and Jennifer Wenning MSN, FNP-BC, who specialize in family medicine, delivers care on behalf of Balance Health Inc., at the above address. In exchange for certain fees paid by the Corporation above, on behalf of its employees, the Practice, through its Physician, agrees to provide the Patient the services described in this Agreement on the terms and conditions set forth in this Agreement and Appendix 1, which is attached hereto and made a part hereof.

Definitions

1. **Patient.** A Patient is defined as a person for whom the Physician shall provide Services, and who is a signatory to, or listed on the documents attached as Appendix 1, and referenced in this agreement.
2. **Services.** As used in this Agreement, the term Services, shall mean a package of services, both medical and non-medical, and certain amenities, which are offered by the Practice, and set forth in Appendix 1.
3. **Terms.** This agreement shall commence on the date signed by the parties below and shall continue for a period of one year, and will automatically renew for successive one year terms unless either party gives at least thirty (30) days written notice to the other party prior to

the end of the term that this Agreement will terminate at the end of the term.

4. **Fees.** In exchange for the services described herein, the Corporation agrees to pay the Practice, the amount as set forth in Appendix 1. This fee is payable upon execution of this agreement, and is in payment for the services provided to the Patients during the term of this Agreement. If this Agreement is cancelled by either party before the agreement termination date, then the Practice shall refund the Patient's prorated share of the original payment remaining after deducting individual charges for services rendered to Patient up to cancellation.
5. **Non-Participation in Insurance.** The Corporation acknowledges that neither the Practice nor the Physician participate in any health insurance or HMO plans and has opted out of Medicare. Neither the Practice or the Physician make any representations whatsoever that any fees paid under this Agreement are covered by Patient's health insurance or HMO plans or other third party payment plans applicable to the Patient. The Patient shall retain full and complete responsibility for any such determination. If the Patient is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then the Patient will sign the agreement attached as Appendix 1, and incorporated by reference. This agreement acknowledges the Patient's understanding that the Physician has opted out of Medicare, and thus, the Practice or the Physician cannot bill Medicare for any services performed for Patient by the Physician. **Patient agrees not to bill Medicare or attempt Medicare reimbursement for any such services.** The agreement in appendix 1 remains in effect indefinitely unless rescinded by either party.

Insurance or Other Medical Coverage. The Corporation acknowledges and understands that this Agreement is not an insurance plan, is not a substitute for health insurance, does not constitute an eligible exemption under the ACA, and will not eliminate exposure to the tax penalties of the ACA. It will not cover hospital services or any services not personally provided by Balance Health, Inc., its physicians, or its support staff. Patient acknowledges that Balance Health, Inc.

has advised that its patients obtain or keep such health insurance policy or plans that will cover Patient for general healthcare costs. Patient acknowledges that this Agreement is not a contract that provides health insurance or health plan coverage to the Patient.

6. **Term; Termination.** This Agreement will commence on the date first written above and will extend yearly thereafter. Notwithstanding the above, both Patient and the Practice shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination, upon giving thirty (30) days prior written notice to the other party. Unless terminated as set forth above, at the expiration of the initial one-year term (and each succeeding yearly term), the Agreement will automatically renew for successive yearly terms upon the payment of the annual fee (as set forth in Appendix 1 as either an annual payment or a monthly payment).
7. **Communications.** Patient acknowledges that communications with the Physician using email, fax, texting, and cell phone are not guaranteed secure or confidential methods of communications. As such, patient expressly waives the Physician's obligation to guarantee confidentiality with respect to correspondence using such means of communication. Patient acknowledges that all such communications may become a part of your medical records. By Providing Patient's email address on the attached Appendix 1, Patient authorizes the Practice and its physicians or employees to communicate with the patient by e-mail regarding the Patient's "protected health information" ("PHI") (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations). By inserting Patient's email address in Appendix 1, Patient acknowledges that:
 - Email is not necessarily a secure medium for sending or receiving PHI, and there is always a possibility that a third party may gain access;
 - Although the Practice and the Physician and employees will make all reasonable effort to keep email communications

confidential and secure, there is no guarantee of the absolute confidentiality of email communications;

- At the discretion of the Physician, email communications may be made part of the permanent medical record
- Patient understand and agrees that email is not an appropriate means of communication of emergencies or other time sensitive issue or for inquiries regarding sensitive information.
- If the Patient does not receive a response to an email message within one day, the Patient agrees to use another means of communication to contact the Physician. Neither the Practice nor the Physician will be liable to patient for any loss, cost, injury, or expense caused by, or resulting from a delay in responding to patient because of technical failures.

8. **Change of Law.** If there is a change of any law which affects the Agreement including these Terms and Conditions, or any change in the judicial or administrative interpretation of any such law and either party reasonably believes in good faith that any such change in the law or the regulations will have a substantial adverse effect on that party's rights, obligations or operation associated with the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Agreement including these Terms and Conditions. If the parties are unable to reach an agreement concerning the modifications of the Agreement within thirty (30) days after the date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.

9. **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 this 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.

10. **Reimbursement for services rendered.** If this Agreement is held to be invalid for any reason, and if the Practice is therefore required to refund all or any portion of the monthly or annual fees paid by the Corporation, the Corporation agrees to pay the Practice an amount equal to the reasonable value of the services rendered to the Patient during the period of time for which the refunded fees were paid.

11. **Amendment.** No amendment of this Agreement shall be binding to a party unless it is made in writing and signed by all the parties.

12. **Assignment.** This Agreement, and any rights the Patient may have under it, may not be assigned or transferred by the Patient.

13. **Relationship to Parties.** Patient and the Physician intend and agree that the Physician, in performing his or her duties under this Agreement, is an independent contractor, as defined by the IRS and or the U.S. Department of Labor, and that the Physician shall have exclusive control of his or her work and the manner in which it is performed.

Appendix 1

Services and Payment Terms

Fee Schedule

Fee for Standard Package

- Single Adult: \$80.00 per month per patient
- Minor children: \$40.00 per month per patient

1. In this Agreement, the Physician himself/herself agrees to perform medical services which are consistent with his/her training and experience as a family medicine physician. Patients shall also be entitled to an annual in-depth Physical examination and review of age appropriate comprehensive lab work and a health risk assessment which shall be performed by the Physician and staff. Further, in consideration for fees paid, a Patient will be entitled to additional office visits for evaluation and treatment of medical problems which fall under the Physician's scope of practice, including therapeutic monitored exercise for musculoskeletal injuries, and wellness coaching.

Non-Medical, Personalized Services. Balance Health, Inc. shall also provide the Patient with the following Non-medical services to all patient-clients:

- 24/7 Access. Patient shall have access to the Physician via cell phone, texting and email. The Patient will be given the Physician's phone number by which the physician may be reached around the clock. During the Physician's absence for vacations, continuing medical education, illness, or emergencies, the Practice will obtain the services of an appropriate licensed healthcare provider for

assistance in obtaining medical services. Patients will be given instructions as to how to contact such healthcare provider.

- Email access. Patient shall be given the Physician's email address to which non-urgent communications can be addressed. Such communications shall be dealt with by the Physician or staff member of the Practice in a timely manner. The Patient understands that emergent matters should never be dealt with using email, or text, or other means, which immediate feedback is not always possible. Patient further understands that there is no guarantee that email or text communications are secure with respect to protected health information.
- Same Day Appointments. Every effort will be made to assure that patients are seen the same day an inquiry or request for service is made. Patient understands that General office hours are between 8 a.m. and 5 p.m. weekdays. Though every attempt will be made to accommodate patients with phone advice during off hours, no guarantee is made for off hour's visits or urgent care needs. If the Patient calls the office after 12 p.m. on a normal office day to schedule an appointment, though every reasonable effort will be made to accommodate same day service, every reasonable effort shall be made to schedule an appointment with the Physician at minimum within 24 hours.
- Hospital Advocacy Service. In the event a Patient is hospitalized, as in an overnight stay, the Patient is entitled to hospital advocacy service, providing the Patient has been hospitalized at a local hospital at which the Physician has medical staff privileges. The Physician will make rounds daily, to assess the Patient, answer questions regarding the hospitalization, and advocate on behalf of the Patient with hospital specialists if needed. As the Physician is not writing orders or managing the Patient's hospital care, per se, no additional charges will be incurred by the Patient. In order to ensure this service is provided, the Patient understands that he/she is to contact the Physician in the event of a hospitalization.

- Specialists. The Practice's Physicians shall coordinate with medical specialists to whom the Patient is referred and assist the Patient in obtaining specialty care as deemed medically appropriate. Patient understands that fees paid under this Agreement do not include and do not cover specialist's fees.
 - Nutritional Counselling Services. Patient will be entitled to visits as medically indicated with the staff Wellness Coach for reviewing dietary goals and strategies.
 - Gym Services. Patients will be granted gym privileges/membership for an additional fee. Gym members will be granted at least twice weekly visits to an organized class. A staff trainer will be on hand during all sessions. One on one therapy sessions will be granted to patients needing to remediate physical conditions as deemed medically appropriate by the Physician and/or staff for no additional fee.
2. Exclusions. Specifically excluded (at the discretion of the physician) are expenses related to medications, medical equipment, and major supplies such as casting material, suture material, immunizations, and disposable medical equipment. Fees for outside Lab work and Imaging studies are excluded from the packages offered at the Practice. Fees incurred from entities outside of the Practice will be the responsibility of the Patient.
3. The Fees as noted above will be transferred from a credit or debit account to Balance Health at the end of each month during which physician services have been acquired. Services may include, but are not limited to, on-call coverage, email access, text access, telephone access, and office visits.

Signed: _____ Date _____

Print Name: _____