



**HealthSprings Direct
PRIMARY CARE EMPLOYER AGREEMENT**

This Direct Primary Care Agreement (“DPC Agreement”), dated _____, (“Effective Date”) is between HealthSprings Direct Primary Care, a Georgia limited liability company (“HSD”), and the entity listed in the table below (“Employer Group”). HealthSprings Direct and Employer Group are referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

Name of Employer Group:	
Authorized Employer Group Representative:	
Employer Group Address:	

RECITALS

- A.** HealthSprings Direct has created and administers the HealthSprings Direct Primary Care Program which provides certain medical services to Employer Group’s eligible employees who enroll into the program. The cost for these services is a combination of both a fixed monthly fee per Member and the discounted fee(s) associated with the administration of other primary care medical services that are not included in the fixed monthly fee offerings. HealthSprings Direct provides these services through its own practice as well as through its Provider Affiliates.

- B.** HealthSprings Direct and Employer Group are entering into this DPC Agreement to provide Direct Primary Care Medical Services as described and discussed herein to eligible Employer Group employees, their spouses and/or dependents who become Members of the HealthSprings Direct Primary Care Program on the terms and conditions set forth herein.

HEALTHSPRINGS Direct

AGREEMENT

Accordingly, the Parties agree as follows:

ARTICLE I Definitions

- 1.1 “HealthSprings Direct Care Program” or “Program” means the direct primary care membership program created and administered by HealthSprings Direct, pursuant to which direct primary care medical services are provided by HealthSprings Direct and its Provider Affiliates to Members in exchange for the payment to HealthSprings Direct of membership fees and discounted fees for other medical services that are not included in the fixed monthly membership fee offering.
- 1.2 “Member(s)” means all eligible Employer Group employees, their spouses and/or dependents who enroll in the HealthSprings Direct Primary Care Program and for whom payment is made for both the monthly membership fee as detailed in Exhibit B, as well as any discounted fee(s) associated with the administration of other primary care medical services that are not included in the fixed monthly fee as detailed in Exhibit A.
- 1.3 “Direct Primary Care Medical Services” or “Services” means the delivery of medical services described in Exhibits A by HealthSprings Direct and its Provider Affiliates.
- 1.4 “HealthSprings Direct Provider Affiliates” or “Provider” means a licensed medical professional under Georgia law who is contracted to HealthSprings Direct to participate in the HealthSprings Direct Primary Care Program by providing Services to Members.

ARTICLE II Obligations of the Parties

- 2.1 **Scope of Services.** In compliance with all terms and conditions of this Agreement, HSD shall provide to eligible employees, their spouses and/or dependents who become Members of the HealthSprings Direct Primary Care Program the Direct Primary Care Medical Services specified in the Scope of Services (“Services”) attached hereto as Exhibit “A” and incorporated herein by this reference. HSD and its Provider Affiliates reserve the right to decline to enroll an eligible Employer Group employee, spouse and/or dependent if, in HealthSprings Direct and/or its Provider Affiliate’s sole discretion, it is determined that the individual has health care needs that exceed the Services offered herein.
- 2.2 **Eligibility.** The following individuals will be eligible to participate in the HealthSprings Direct Primary Care Program:

HEALTHSPRINGS Direct

- Employees- all benefits-eligible employees of Employer Group, as that term is defined in the Employer Group's Benefit Plan (the "Plan") who have enrolled in an eligible medical program under the Plan, as designated by Employer Group;
- Spouse- an individual to whom the employee is legally married, including partners of the same sex. For purposes of this Agreement, "Spouse" includes an Employee's domestic partner as defined in the Plan; and
- Eligible Dependents- those individuals who are eligible dependents under the Plan, including children up to age 22.

2.3 Notification of Member Enrollment and Disenrollment. Employer Group's human resources department will notify HSD in writing either by email or via the HINT platform within seven days of each Member's enrollment or disenrollment into the Program. Membership adjustments will be reflected on the invoice for the month following the month of enrollment or disenrollment. In the event a Member becomes no longer employed with Employer Group, and is disenrolled from the Program, that Member and his or her family may continue their membership Directly with HealthSprings Direct at the Employer Group Member price for up to the maximum period required under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") and applicable guidance, as outlined in Exhibit B, by re-enrolling into the Program and paying the monthly membership payments. HealthSprings Direct does not offer pro-rated monthly fees. Accordingly, Employer Group will be charged the full monthly amount of Membership fees regardless of whether the Member joins the Program after the first of the month or disenrolls prior to the end of the month. Member benefits will continue through the last day of the month in which the termination or dis-enrollment occurs. Employer Group agrees that it will communicate to Members the language contained in this Paragraph 2.3 pertaining to continued benefits for dis-enrolled Members.

2.4 HIPAA Compliance. Each of the Parties shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations as contained in 45 C.F.R. Part 164 (the "Federal Privacy Regulations"), the federal security standards as contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." Each of the Parties shall not use or further disclose any Protected Health Information, as defined in 45 C.F.R. § 164.504, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d, other than as permitted by HIPAA requirements and the terms of this Agreement.

2.5 Further Responsibilities of the Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

HEALTHSPRINGS Direct

- 2.6 Cooperation.** Employer Group agrees to work cooperatively with HealthSprings Direct all matters related to compliance with third-party requirements regarding the provision of the Services, documentation of the Services, billing for the Services, and any other administrative matters related to the Services.
- 2.7 HSD Outreach.** HealthSprings Direct will make a concerted effort to connect with every Member enrolled in the program by communicating with all newly enrolled Members via email or phone introducing them to the Program and describing the Services that are available to Members.

ARTICLE III Compensation

- 3.1 Periodic and Additional Fees.** For the Membership and Services rendered pursuant to this Agreement, HealthSprings Direct shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “B” and incorporated herein by reference.
- 3.2 Price Adjustment.** After the initial term of this Agreement, HealthSprings Direct may adjust the price by providing Employer Group with written notice of the price adjustment no later than 30-days prior to the renewal date.
- 3.3 Additional Costs.** The HealthSprings Direct Primary Care Program provides certain Services that are included in the Membership Fee while other services are charged separately according to HealthSprings Direct current Member Fee Schedule. Exhibit “A” lists all Services included in the Membership Fee as well as all other Services available to Members from HealthSprings Direct at an additional deeply discounted price. The HealthSprings Direct Primary Care Program provides only those Services that are included in Exhibit “A” of this Agreement. Any other medical services, not specifically listed on Exhibit “A,” such as urgent care clinics, emergency room services, hospitalization and surgeries; ancillary, complementary or alternative medicine service providers and specialists including maternity care, as well as all ancillary services including medical supplies and equipment, injections and diagnostic tests, labs, pathology, imaging, medication and vaccines are not covered under this Agreement, and the costs associated with these services will be the sole responsibility of the Members.
- 3.4 Method of Payments.** HealthSprings Direct will invoice Employer Group during the first week of each month and Employer Group agrees to pay HealthSprings Direct the fixed monthly membership amounts referenced in the Schedule of Compensation via ACH Debit by the 15th day of each month. Service fees associated with the specific Non-Covered Services received by Members will be billed at the time of service via HINT using the Employer Group’s payment information. HealthSprings Direct will

HEALTHSPRINGS Direct

provide a receipt for these services within 30-days of the services rendered. HealthSprings Direct does not accept payments by credit card. Any necessary administrative or membership adjustments will be reflected on the next month's billing. Employer Group will complete the attached Authorization Agreement for Automatic Debit Payments if selecting the ACH Debit option, attached as Exhibit "C" and incorporated herein by reference, contemporaneously with the execution of this Agreement. Payments are due upon receipt. If Employer Group chooses the auto pay option via ACH Debit, payment will be drawn from the account on file by the 15th of each month. A late fee of 1.5% may be added to the monthly membership fee if payment is received after the 10th of the month. If any monthly membership fee is more than 30-days past due, Members may be denied treatment and will be told that the reason for such denial of treatment is due to nonpayment of Membership Fees. Members will be given the option of paying all delinquent fees in order to seek treatment unless such treatment is determined to be emergent and necessary in the sole discretion of HealthSprings Direct .

ARTICLE IV Term and Termination

- 4.1 Term.** This Agreement shall extend for an initial one-year term followed by successive one-year terms unless terminated by either party. At any time during the initial term or any renewal term, Employer Group and HealthSprings Direct may terminate this agreement without cause upon providing 90-days advance written notice during which time, Employer Group will arrange for its Members to transition to the care of another licensed primary care provider in Georgia.
- 4.2 Termination and Refund.** In the event a party breaches any of its material obligations or representations under this Agreement, the non-breaching party will have the right to terminate this Agreement by giving the breaching party written notice of intention to terminate. Termination will become effective automatically and without further notice unless the breaching party cures the breach within 30 days after being given such notice. In the event of termination by Employer Group due to HealthSprings Direct alleged failure to provide Services, Employer Group shall be entitled to a pro-rata refund for all days of the month (not to exceed 30-days) during which the Services were not provided and for which Membership Fees were paid and received by HealthSprings Direct . No refund will be due under this agreement unless Employer Group can show that HealthSprings Direct has continuously and routinely failed to provide Services to its Member(s) and only to the extent of the amount of the Membership Fees that were received from the Member(s) who demonstrates that Services were requested and not received.

- 4.3 Obligations Upon Termination or Expiration.** Upon termination or expiration of this Agreement:

HEALTHSPRINGS Direct

- (a) All obligations of Employer Group that by their terms should survive the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including, but not limited to, all obligations in Sections 2.4, 2.6 and Sections 5.4 through 5.15 of this Agreement; and
- (b) All rights, duties and obligations of HealthSprings Direct to Employer Group that by their terms should survive the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including, but not limited to, all obligations in Sections 2.4 and 2.6.

4.4 Change in Law. If there shall be a change in applicable regulations (or in the application thereof), enactment of a law, or a judicial or administrative interpretation of either, any of which renders this Agreement or the performance thereof illegal, impossible, or commercially impracticable, then the Parties shall use commercially reasonable efforts to amend this Agreement in order to remove or modify the provisions causing such illegality, impossibility, or commercial impracticability. If the Parties are unable to reach agreement on any such amendment, either Party may terminate this Agreement effective as of the earlier of 60 days following the delivery by such Party of written notice of termination or the date of such illegality, impossibility or commercial impossibility.

Article V General Terms

5.1 Non-Participation in Medicare and Private Insurance Plans. Employer Group understands that HealthSprings Direct and its Practitioners do not participate or contract with Medicare or any insurance plans, including, but not limited to, Health Maintenance Organizations (HMOs), Point of Service Plans (POs), Preferred Provider Organizations (PPOs) and Preferred Provider Networks (PPNs), and that all Practitioners are opted out of the Medicare program. Employer Group therefore acknowledges that when HealthSprings Direct provides Services to Members: (a) HealthSprings Direct, and not Medicare or any insurance plan, will bill Employer Group directly for those Services rendered to Members at the applicable rates contained herein, (b) payment for such Services will be due within 30 days from the time the services were rendered, and (c) Employer Group instead of Medicare or any insurance plan, will be fully responsible for paying for those Services. Employer Group further acknowledges that each Member who enrolls in the HealthSprings Direct DPC Program is responsible for understanding the limitations of any insurance coverage and that Employer Group or its Members will not hold HealthSprings Direct responsible for any denied payment for services by any insurance plan caused by Employer Group and/or the Member entering into this Agreement. Employer Group further understands that Members may, at any point, elect to obtain Services from a health care provider who does participate in Medicare or insurance plans rather than getting treatment from HealthSprings Direct, and that if Members obtain Services from such other health care provider, more favorable reimbursement may



be available to Members. Employer Group understands and agrees that it will communicate this fact to Members as part of the enrollment process.

5.2 Submission of Insurance Claims. Employer Group understands that HealthSprings Direct will NOT submit any claims for Services to Members' insurance plans on behalf of any Member, and that Members will be solely responsible for submitting such claims if they choose to seek reimbursement from an insurance plan for such Services. Employer Group understands that any reimbursement by any insurance plan will be sent directly to the Member. If HealthSprings Direct is mistakenly reimbursed by an insurance plan on behalf of a Member, then HealthSprings Direct will return the check to the insurance plan. Employer Group understands that a Member's insurance plan may not pay at all for some Services provided by HealthSprings Direct may only make a partial payment for other Services provided by HealthSprings Direct Employer Group further understands that HealthSprings Direct makes no representations or promises regarding the amount of payment to be received for any claim(s) a Member may submit to the Member's insurance plan. Medicare and HMOs do NOT permit Members to submit claims for Services provided by HealthSprings Direct, and Members agree not to submit a claim for any such services to Medicare or any HMO. Employer Group understands and agrees that it will communicate this fact to Members as part of the HealthSprings Direct enrollment process.

5.3 THIS AGREEMENT IS NOT HEALTH INSURANCE. THIS AGREEMENT IS FOR THE PROVISION OF DIRECT PRIMARY CARE AND DOES NOT CONSTITUTE AN AGREEMENT FOR THE PROVISION OF HEALTH INSURANCE. ACCORDINGLY, THE HEALTH SPRINGS DIRECT PRIMARY CARE PROGRAM AND THE DELIVERY OF DIRECT PRIMARY CARE MEDICAL SERVICES AS DESCRIBED AND AGREED TO HEREIN DOES NOT MEET ANY INDIVIDUAL HEALTH BENEFIT PLAN MANDATE THAT MAY BE REQUIRED BY FEDERAL AND/OR STATE LAW. EMPLOYER GROUP UNDERSTANDS AND AGREES THAT IT WILL CONVEY THIS FACT TO ALL ELIGIBLE EMPLOYEES, THEIR SPOUSES AND/OR THEIR DEPENDENTS WHO MAY BE CONSIDERING BECOMING MEMBERS OF EVOLVE'S DIRECT PRIMARY CARE PROGRAM PRIOR TO JOINING.

5.4 Entire Agreement. This Agreement supersedes all prior or contemporaneous understandings, agreements or representations of the Parties and constitutes the entire agreement between the Parties with respect to the subject matter hereof. Both Parties specifically acknowledge that, in entering into and executing this Agreement, they have relied solely upon the representations and agreements contained in this Agreement and no others.

5.5 Notices. Any notice that may be given hereunder shall be in writing and shall be deemed delivered two days after being placed in the U.S. Mail, certified with return receipt requested addressed to the Party as follows:

HEALTHSPRINGS Direct

If to HealthSprings Direct:

HealthSprings Direct
Attention: Christa Springston, M.D
120 Millbrook Village Drive
Tyrone, GA 30290
info@HealthSpringsDirect.com
Tele: 470-615-7224
Fax: 470-447-1872

If to Employer Group: Company:

Name:
Attention:
Address:
City/State/Zip:
Tele:
Fax:

5.6 Amendments to this Agreement. This Agreement may be amended or superseded only by a written agreement signed by both Parties. Notice of change of address shall be provided in the same manner as any other notice.

5.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

5.8 Assignment. This Agreement cannot be assigned by either Party without the prior written consent of the other party, except that HealthSprings Direct may assign this Agreement to an affiliate of HealthSprings Direct (i.e. any entity controlling, controlled by, or under common control with HealthSprings Direct) or to any entity that has acquired all or substantially all of the business or assets of HealthSprings Direct related to the provision of health services under this Agreement, whether by sale of assets or equity, merger, operation of law, or otherwise, by providing written notice to Employer Group prior to or promptly following such assignment. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

5.9 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the extent permitted by law.

5.10 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to principles of conflicts of law. Each of the Parties irrevocably submits to the exclusive jurisdiction of any federal or state court located in Fayette County, Georgia, and agrees that all

HEALTHSPRINGS Direct

proceedings will be brought only in such courts.

5.11 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

5.12 Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE, IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

5.13 Indemnification. To the extent permitted by law, Employer Group shall indemnify and hold harmless, and at HealthSprings Direct request, defend HealthSprings Direct 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 Group’s breach or violation of this Agreement. HealthSprings Direct shall indemnify and hold harmless, and at Employer Group request, defend Employer Group 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, HealthSprings Direct breach or violation of this Agreement.

5.14 Legal Expenses. If any Party brings a legal action to enforce the provisions of this Agreement or otherwise reasonably incurs attorneys’ fees or other legal expenses to enforce this Agreement or to recover damages as a result of the breach or alleged breach of any provision hereof, the substantially prevailing Party in such action or proceedings shall be entitled to recover from the Party that does not substantially prevail all costs and expenses, including but not limited to attorneys’ fees and disbursements, reasonably incurred by the substantially prevailing Party in connection with such action or enforcement.

5.15 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

HEALTHSPRINGS Direct

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.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be Effective as of the Effective Date.

HealthSprings Direct Employer Group:

By: _____
Signature of Authorized Agent for Employer Group

Name (Print):
Title:
Date:

By: _____
Christa Springston, M.D.
Owner/Physician

Date:



EXHIBIT “A”
SCOPE OF SERVICES

HSD will deliver primary care services to each employee, their spouse and/or dependents that are currently enrolled in the HSD Direct Primary Care Program. The primary care services that are included in the monthly membership fee are as follows. The U.S. Preventive Services Task Force is an independent panel of experts in primary care and prevention who systematically reviews the evidence of effectiveness and develops recommendations for clinical preventive services. These reviews are published as U.S. Preventive Services Task Force recommendations on the Task Force web site and/or in a peer-reviewed journal. HSD will provide the following recommendations at no additional charge:

Abdominal aortic aneurysm screening: men	The USPSTF recommends one-time screening for abdominal aortic aneurysm by ultrasonography in men ages 65 to 75 years who have ever smoked.
Aspirin preventive medication: adults aged 50 to 59 years with a $\geq 10\%$ 10- year cardiovascular risk	The USPSTF recommends initiating low-dose aspirin use for the primary prevention of cardiovascular disease and colorectal cancer in adults aged 50 to 59 years who have a 10% or greater 10-year cardiovascular risk, are not at increased risk for bleeding, have a life expectancy of at least 10 years, and are willing to take low-dose aspirin daily for at least 10 years.
Bacteriuria screening: pregnant women	The USPSTF recommends screening for asymptomatic bacteriuria with urine culture in pregnant women at 12 to 16 weeks' gestation or at the first prenatal visit, if later.
Blood pressure screening: adults	The USPSTF recommends screening for high blood pressure in adults aged 18 years or older. The USPSTF recommends obtaining measurements outside of the clinical setting for diagnostic confirmation before starting treatment.
Breast cancer preventive medications	The USPSTF recommends that clinicians engage in shared, informed decision making with women who are at increased risk for breast cancer about medications to reduce their risk. For women who are at increased risk for breast cancer and at low risk for adverse medication effects, clinicians should offer to prescribe risk-reducing medications, such as tamoxifen or raloxifene.
Cervical cancer screening	The USPSTF recommends screening for cervical cancer every 3 years with cervical cytology alone in women aged 21 to 29 years. For women aged 30 to 65 years, the USPSTF recommends screening every 3 years with cervical cytology alone, every 5 years with high-risk human papillomavirus (hrHPV) testing alone, or every 5 years with hrHPV testing in combination with cytology (cotesting).
Depression screening: adolescents	The USPSTF recommends screening for major depressive disorder (MDD) in adolescents aged 12 to 18 years. Screening should be implemented with adequate systems in place to ensure accurate diagnosis, effective treatment, and appropriate follow-up.
Depression screening: adults	The USPSTF recommends screening for depression in the general adult population, including pregnant and postpartum women. Screening should be implemented with adequate systems in place to ensure accurate diagnosis, effective treatment, and appropriate follow-up.

HEALTHSPRINGS Direct

Diabetes screening	The USPSTF recommends screening for abnormal blood glucose as part of cardiovascular risk assessment in adults aged 40 to 70 years who are overweight or obese. Clinicians should offer or refer patients with abnormal blood glucose to intensive behavioral counseling interventions to promote a healthful diet and physical activity.
Falls prevention: older adults	The USPSTF recommends exercise interventions to prevent falls in community-dwelling adults 65 years or older who are at increased risk for falls.
Folic acid supplementation	The USPSTF recommends that all women who are planning or capable of pregnancy take a daily supplement containing 0.4 to 0.8 mg (400 to 800 µg) of folic acid.
Gestational diabetes mellitus screening	The USPSTF recommends screening for gestational diabetes mellitus in asymptomatic pregnant women after 24 weeks of gestation.
Healthy diet and physical activity counseling to prevent cardiovascular disease: adults with cardiovascular risk factors	The USPSTF recommends offering or referring adults who are overweight or obese and have additional cardiovascular disease (CVD) risk factors to intensive behavioral counseling interventions to promote a healthful diet and physical activity for CVD prevention.
Intimate partner violence screening: women of reproductive age	The USPSTF recommends that clinicians screen for intimate partner violence in women of reproductive age and provide or refer women who screen positive to ongoing support services.
Obesity screening and counseling: adults	The USPSTF recommends that clinicians offer or refer adults with a body mass index of 30 or higher (calculated as weight in kilograms divided by height in meters squared) to intensive, multicomponent behavioral interventions.
Obesity screening: children and adolescents	The USPSTF recommends that clinicians screen for obesity in children and adolescents 6 years and older and offer or refer them to comprehensive, intensive behavioral interventions to promote improvements in weight status.
Sexually transmitted infections counseling	The USPSTF recommends intensive behavioral counseling for all sexually active adolescents and for adults who are at increased risk for sexually transmitted infections.
Skin cancer behavioral counseling	The USPSTF recommends counseling young adults, adolescents, children, and parents of young children about minimizing exposure to ultraviolet (UV) radiation for persons aged 6 months to 24 years with fair skin types to reduce their risk of skin cancer.
Tobacco use counseling and interventions: nonpregnant adults	The USPSTF recommends that clinicians ask all adults about tobacco use, advise them to stop using tobacco, and provide behavioral interventions and U.S. Food and Drug Administration (FDA)-approved pharmacotherapy for cessation to adults who use tobacco.
Tobacco use counseling: pregnant women	The USPSTF recommends that clinicians ask all pregnant women about tobacco use, advise them to stop using tobacco, and provide behavioral interventions for cessation to pregnant women who use tobacco.

HEALTHSPRINGS Direct

Tobacco use interventions: children and adolescents	The USPSTF recommends that clinicians provide interventions, including education or brief counseling, to prevent initiation of tobacco use in school-aged children and adolescents.
Tuberculosis screening: adults	The USPSTF recommends screening for latent tuberculosis infection in populations at increased risk.
Unhealthy alcohol use: adults	The USPSTF recommends screening for unhealthy alcohol use in primary care settings in adults 18 years or older, including pregnant women, and providing persons engaged in risky or hazardous drinking with brief behavioral counseling interventions to reduce unhealthy alcohol use.

HEALTHSPRINGS Direct

EXHIBIT “B”
MONTHLY MEMBERSHIP
SCHEDULE OF COMPENSATION

In exchange for the provision of Direct Primary Care Medical Services as described in Exhibit “A”, Employer Group will pay HealthSprings Direct the monthly membership fees outlined below for each Employer Group employee that is enrolled, individually or with spouse and/or dependents, in the HealthSprings Direct Primary Care program:

Employee	\$80.00
Employee + Spouse	\$150.00
Additional Dependent (16-22 years of age)	\$60.00

For a full list of procedure, lab, supply and medication pricing, please refer to our website at www.HealthSpringsDirect.com or follow this QR Code:



Prices are subject to change with increased vendor and supply costs, but HealthSprings Direct is committed to providing the lowest price possible to their members with a continued effort for full price transparency for every healthcare dollar spent.



EXHIBIT “C”
AUTHORIZATION AGREEMENT FOR AUTOMATIC DEBIT
PAYMENTS (ACH DEBIT)

_____, (“EMPLOYER GROUP”), hereby authorizes HealthSprings Direct LLC (“HealthSprings Direct ”), to initiate debit entries to its bank account at the depository institution named below, (“Depository”), on the 2nd of every month for each monthly service payment due under the HSD Direct Primary Care Agreement, (“Agreement”), in the amount reflected on each month’s invoice (based upon current enrollment and enrollment fees, if applicable).

Once the bank account information has been entered into the HealthSprings Direct system, Employer Group will receive an email with a link to create a profile in Hint to access invoices and related details of charges. Employer Group’s bank account will receive two micro deposits. Employer Group is then responsible for contacting HealthSprings Direct with the exact amount of the micro-deposits in order to verify the bank account information and complete the ACH set-up.

Failure for any reason of final credit or a reversal of any credit to the monthly service amount will constitute a breach/default under the terms of the Agreement that may result in the immediate termination of the HealthSprings Direct Primary Care Medical Services being provided to Employer Group employees under this Agreement.

The Agreement is supplemented by this ACH Agreement and all terms of the Agreement are in full force and effect.

Depository Name (Name on check/Checking Account):		Account Type
Bank City:	Bank State:	Bank Zip Code:
Bank Transit/ABA number/Routing Number:	Bank Account Number:	

This authorization will remain in full force until HealthSprings Direct receives written notification from Employer Group of its termination in such time and in such manner as to afford HealthSprings Direct and the Employer Group Depository a reasonable time to act on it.

By: _____ Date: _____
Signature of Authorized Agent for Employer Group
 Name (Print):
 Title: