

**RETAINER MEDICAL SERVICE COVERAGE AGREEMENT
EMPLOYER AGREEMENT**

THIS RETAINER MEDICAL SERVICE COVERAGE AGREEMENT (“**Agreement**”) is entered into as of the Effective Date (as defined on the signature page) by and between **Aspire Comprehensive Primary Care, LLC Inc**, an **Oregon Limited Liability Corporation** (“**ACPC**”) and the Employer (hereinafter defined). Aspire Comprehensive Primary Care, LLC and Covered Entity individually as a “Party” or collectively as the “Parties”.

RECITAL

A. Aspire Comprehensive Primary Care, LLC is in the business of providing administrative support services to RETAINER MEDICAL SERVICE (“**RMS**”) clinics (also referred to as a “Retainer Medical Practice”) for promoting quality direct primary health care services that are convenient, accessible and affordable to individuals and families (“**Mission**”).

B. To fulfill the Mission, ACPC educates businesses and its employees about the benefits and advantages of the RMS health model, and further encourages businesses to offer RMS coverage to its employees (the “**Employees**” or an “**Employee**”) and their family members.

C. Employer desires to obtain from ACPC (“**Services**”) its expertise in assisting its employees to enroll for RMS with a Rose City Urgent Care And Family Practice.

D. In exchange for ACPC in offering its expertise, Employer agrees to pay the monthly fees for RMS on behalf of the Employees.

AGREEMENT

In consideration of the mutual promises set forth herein, Employer and ACPC agree as follows:

1. **SERVICES.** The ACPC will make itself reasonable available to the Employees to present the benefits, advantages, and limitations of RMS, assist the Employees with establishing at Rose City Urgent Care And Family Practice and enrollment of the Employees through the ACPC’s enrollment department. ACPC will disclose to the Employees that ACPC provides administrative support services to Rose City Urgent Care And Family Practice. ACPC will assist Employer in paying on behalf of participating Employees the monthly fee.

2. **TERM; RENEWAL.**

21. Term. This Agreement is effective on the Effective Date and will continue in effect for twelve (12) months, unless terminated before the Term pursuant to subsection 3.1. Notwithstanding the forgoing, this Agreement may otherwise be terminated pursuant to the terms in subsection 3.2. However, Employer and ACPC understand and agree that an Employee may terminate its Retainer Medical Agreement with a RMS Clinic at any time and for any reason and may elect to discontinue RMS entirely.

22. Renewal. This Agreement will automatically renew for an additional twelve (12) month term unless either Party gives thirty (30) days notice to the other pursuant to Section 10.4 below. In the event that the monthly fee charged by a RMS clinic through ACPC is scheduled to increase in any subsequent year, the RMS clinic through ACPC is obligated to give an enrolled Employee subject to the monthly fee increase sixty (60) days advance notice, which notice ACPC will as soon as commercially reasonable provide to Employer but in no event less than forty-five (45) before the expiration of the Term.

3. **TERMINATION.** Either Party may terminate this Agreement as follows:

31. Without Cause; Mutual Agreement. This Agreement will terminate by its terms in the event that at any time Employer has no Employees participating in RMS. Otherwise, the Parties may terminate this Agreement by mutual written consent.

32. With Cause. A Party may terminate this Agreement with cause if any one of the following conditions are met:

321. A Party engages in any form of dishonesty or conduct involving moral turpitude related to that Party's business relationship with the other Party or that otherwise reasonably reflects adversely on the reputation or operations of the other Party;

322. ACPC fails to materially comply with any applicable state or federal law related to ACPC's performance of its administrative support services to Rose City Urgent Care And Family Practice;

323. Continuous or repeated problems occurring in connection with the performance of ACPC's duties; or,

324. Employer materially breaches this Agreement. For purposes of this subsection, Employer will be in material breach of this Agreement by failing to pay to ACPC the Employees' monthly fee when due and owing.

33. Right to Cure

33.1. Except in the case of the conditions identified in subsection 3.2.1, Employer may only terminate this Agreement with cause if prior to termination the Employer provides ACPC in writing at least one warning that includes : (a) a summary of the material breach or continuous or repeated deficiencies; (b) the corrective action Employer expects of ACPC to correct the deficiencies; and, (c) a warning that failure to correct the deficiencies in a reasonable period of time will result in termination of this Agreement.

33.2. Except in the case of the conditions identified in subsection 3.2.1, ACPC may only terminate this Agreement with cause if prior to termination the ACPC provides Employer written notice of the material beach and Employer fails to cure the breach within (10) business days thereafter.

4. **RMS MONTHLY FEES.**

4.1. Responsibility. Upon enrollment by an Employee in RMS, Employer agrees to assume responsibility for timely payment on behalf of all enrolled Employees up to the Benefit Amount (defined in Section 6 below) offered by Employer to the Employees. Employer agrees to pay to ACPC the monthly fees in the amount invoiced and pursuant to the terms of payment specified on each invoice. If Employer pays monthly fees in advance and Employee terminates its enrollment for RMS (which Employee may do at any time and for any reason) prior to the effective month of coverage, ACPC will refund to Employer the pro-rated portion of the monthly fee as soon as commercially reasonable. If an Employee after termination of enrollment elects to re-enroll for RMS through ACPC, Employee, and not the Employer, will be responsible for payment.

4.2. Payment processing. All RMS monthly fees will be paid by ACH withdrawal. If Employer elects to pay by some other method, payment processing charges may apply.

4.3. Enrollment and Eligibility Fee. Employer will pay ACPC monthly under this Agreement an enrollment and eligibility fee as noted in Exhibit A.

5. **EMPLOYER OFFERED BENEFIT AMOUNT.** Employer may determine the amount Employer is willing to contribute to its Employees under this Agreement towards payment of RMS monthly fees (“**Benefit Amount**”). If an enrolled Employee desires to add additional family members or the Benefit Amount is less than the retail market rate, the difference will be billed as a payroll deduction through the employer’s monthly payment. Once Employer publishes the Benefit Amount to eligible Employees, Employer may increase but not decrease the Benefit Amount during the term.

6. **EMPLOYER DUE DILIGENCE.** Employer must use its own due diligence and use its own legal, tax and benefit professionals, and may not rely upon any representations or omissions of fact made by ACPC concerning: (i) any and all tax consequences to Employer by offering the Benefit Amount to its Employees under this Agreement; (ii) any and all tax consequences to

Employees by receiving the Benefit Amount offered by Employer under this Agreement; (iii) whether or not Employer's contribution of the Benefit Amount may be paid on behalf of Employees with "pre-tax" dollars or must be deducted from wages; (iv) employment laws that may impact Employer's obligations, if any, under Cobra in the event an Employee is terminated, voluntarily or otherwise, during the Term; or, (v) employment laws or Employer's written policies regarding employee benefits that may impact Employer's obligations to continue payment of benefits under certain circumstances, including, but not limited to: protected but unpaid leave; workers compensation for a work related injury; strikes, lay-offs, or work stoppage; or, other similar situations where an Employee is not receiving wages but has a protected right to return to work.

7. **ASSIGNMENT OF RIGHTS.** ACPC may not assign or delegate any of its rights or obligations under this Agreement to any person without the prior written consent of the Employer, which the Employer may withhold in its sole and absolute discretion. In the event of merger, acquisition, or sale of the Employer's assets in which a successor entity will continue business operations, Employer may assign its rights under the Agreement to the successor entity without prior approval of the ACPC but only so long as the successor entity provides ACPC with a written assumption of this Agreement. Otherwise, Employer may not assign its rights under this Agreement except with the prior written consent of the ACPC, which the ACPC may withhold in its sole and absolute discretion.

8. **CONFIDENTIAL INFORMATION.**

81. Definition of Confidential Information. "**Confidential Information**" means this Agreement and all information related to the Employer or ACPC that is received or accessed by the other Party.

82. Use Restrictions and Nondisclosure Obligations. Neither Party will use Confidential Information for any purpose without the other Party's specific prior written authorization; except, ACPC may use Confidential Information to perform ACPC's Services on behalf of the Employer with Rose City Urgent Care And Family Practice clinic.

9. **MISCELLANEOUS PROVISIONS.**

91. Binding Effect. This Agreement will be binding on and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and permitted assigns.

92. Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned by any Party without the prior written consent of the other Parties, which consent may be withheld in the sole discretion of the other Parties.

93. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or will be construed to confer on any person, other than the Parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

94. Notices. All notices and other communications under this Agreement must be in writing and will be deemed to have been given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail, return receipt requested, or delivered by an overnight delivery service (with confirmation) to the Parties at the following addresses or facsimile numbers (or at such other address or facsimile number as a Party may designate to the other Party):

| | |
|-------------|------------------------------|
| To Employer | To ACPC |
| | |
| | |
| | 135 NE 102 nd Ave |
| | Portland, OR 97220 |
| Fax: | 503-345-7579 |

95. Amendments. This Agreement may be amended only by an instrument in writing executed by all the Parties, which writing must refer to this Agreement.

96. Construction. The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to “**Section**” or “**Sections**” or “**subsections**” without additional identification refer to the Section or Sections or subsections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words *include* or *including* are used in this Agreement, they will be deemed to be followed by the words *without limitation*.

97. Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

98. Facsimile Signatures. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, will be the same as

delivery of an original. At the request of any Party, the Parties will confirm facsimile transmitted signatures by signing an original document.

99. Further Assurances. Each Party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as any other Party may reasonably request, to carry out the intent and accomplish the purposes of this Agreement.

9.10. Time of Essence. Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.

9.11. Expenses. Except as otherwise expressly provided in this Agreement, each Party to this Agreement will bear the Party's own expenses in connection with the preparation, execution, and performance of this Agreement and the transactions contemplated by this Agreement.

9.12. Waiver. Any provision or condition of this Agreement may be waived at any time, in writing, by the Party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

9.13. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state, without regard to conflict-of-laws principles.

9.14. Attorney Fees. With respect to any dispute relating to this Agreement, or in the event that a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing Party shall be entitled to recover from the losing Party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

9.15. Injunctive and Other Equitable Relief. The Parties agree that the remedy at law for any breach or threatened breach by a Party may, by its nature, be inadequate, and that the other Parties will be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.

9.16. Arbitration. The Parties agree that any controversy or claim arising out of or relating to this Agreement, or a breach thereof, shall be settled by one arbitrator in

binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Further, unless the Parties mutually agree otherwise arbitration shall be conducted in the city of Portland, Oregon.

9.17. Exhibits; Schedules. The exhibits and schedules referenced in this Agreement are part of this Agreement as if fully set forth in this Agreement.

9.18. Severability. If any provision of this Agreement is invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.

9.19. Entire Agreement. This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the Parties with respect to such subject matter.

9.20. Waiver of Jury Trial. EMPLOYER AND ACPC HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EMPLOYER AND ACPC REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

9.21. Legal Representation. Both Parties acknowledge that each has been represented by legal counsel or had adequate opportunity to retain legal with the preparation and negotiation of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have caused this Agreement to be duly executed and delivered as of the date and year first above written.

EMPLOYER:

a/an _____

Signature: _____

Date: _____

Name: _____

Its: _____

ACPC:

Aspire Comprehensive Primary Care, an Oregon
Limited Liability Corporation

Signature: _____

Date: _____

Name: _____

Its: _____

EXHIBIT A

Fee Schedule

_____ Legacy Pricing
(employer)

\$_____ for individual

\$_____ for a couple

\$_____ for a family up to 6 members

\$_____ for additional dependent

Eligibility and Enrollment \$_____ PEPM

Notes/Addendums: