

DIRECT PRIMARY CARE PROGRAM CORPORATE CONTRACT

PARTIES:

Kavira Health, LLC	("Kavira")
<u>ISD #623 Roseville Area Schools</u>	("Company")

RECITALS:

- A. Kavira provides routine health care services through its Direct Primary Care ("DPC") Program, as further described in this DPC Agreement.
- B. Company and Kavira are entering into this DPC Agreement to provide access to DPC Services (as defined herein) to eligible Program Members (as defined herein) on the terms and conditions set forth herein.
- C. NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein contained, Kavira and Company agree as follows:

ARTICLE 1 OBLIGATIONS OF THE PARTIES

1.1 DPC Program. Kavira offers, through its employed or contracted non-physician health care professionals ("DPC Practitioners"), specified routine health care services ("DPC Services") via a direct primary care program ("DPC Program"), as further described in **Exhibit A** to this Agreement, in exchange for the monthly membership fees described in Section 1.3 of this Agreement. Beginning on 7/1/2025 (the "Commencement Date"), Kavira agrees to provide DPC Program membership to all of Company's eligible Program Members. "Program Members" means and includes individuals who meet the criteria described in **Exhibit B**.

1.2 Program Members. Company shall provide, via an electronic platform and in a format reasonably requested by Kavira, all information reasonably required by Kavira to accurately and timely determine current Program Members. Company agrees to maintain and update the Program Member list(s) in accordance with **Exhibit B**.

1.3 Membership Fees. Kavira charges a flat monthly membership fee as payment for those DPC Services defined as included in the membership fee, regardless of a Program Member's utilization during the month. During the term of this Agreement, Company agrees to pay the fees for all Program Members' membership in the DPC Program in the amounts and in accordance with the payment schedule set forth in **Exhibit B** to this Agreement ("Membership Fees"). The Membership Fees may be modified by Kavira no more often than once every 12 months during the term of this Agreement by providing at least 60 days' prior written notice to

Company. Some DPC Services are not included in the Membership Fees; these are called “Additional Fee Services” and are described in **Exhibit A**.

1.4 Qualifications; Malpractice Insurance. DPC Practitioners will provide DPC Services in a competent, efficient, safe and satisfactory manner, consistent with accepted standards of practice for the practitioners’ professions. DPC Practitioners will be duly licensed, certified or registered, as applicable, to provide DPC Services. Kavira will obtain and maintain malpractice liability insurance covering DPC Practitioners, in amounts no less than the coverage limits typically obtained for such practitioners.

1.5 Health Insurance. The DPC Program **is not insurance and is not a substitute for health insurance or health plan coverage**. The DPC Program consists of limited routine health services as further described in this Agreement. The DPC Program does not include or provide hospitalization, specialty care, surgeries, or any services not personally provided by DPC Practitioners.

1.6 No Insurance Billing. Kavira does not and will not submit a bill to any insurer for any services provided by Kavira to Program Members. If Kavira is mistakenly paid by an insurance plan on behalf of a Program Member, Kavira will return the check to the insurance plan.

1.7 Legal Advice and Compliance. Company acknowledges and agrees that Kavira has not provided, is not providing, and is not responsible for, any tax advice, legal advice, or other advice or recommendations regarding Company’s decision to enter into this Agreement or Company’s implementation of the arrangement described herein. Company acknowledges and agrees that it has and retains all responsibility for compliance with applicable state and federal laws and regulations applicable to it, and for any associated liability.

1.8 Disclosure of Health Information. Kavira and Company agree to comply with all laws regarding the confidentiality of patient health information, including state and federal privacy laws. All health records for Program Members treated by Kavira belong to Kavira. Kavira shall not release identifiable patient health information of any Program Member to Company except as required or permitted by applicable state and federal laws.

1.8.1 HIPAA Compliance. Specifically, and without limiting the generality of the paragraph above, each party agrees to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d) and any current and future regulations promulgated thereunder (collectively “HIPAA Requirements”), including without limitation the federal privacy regulations as contained in 45 C.F.R. Part 164, the federal security standards as contained in 45 C.F.R. Part 142, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162. Each party shall refrain from any use or further disclosure of 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.

1.9 Use of Company Name. Company agrees that Kavira may use Company's name and/or logo on Kavira's website and marketing materials during the term of this Agreement. Kavira will discontinue use of Company's name and logo promptly following termination of this Agreement.

ARTICLE 2 TERM AND TERMINATION

2.1 Term. This Agreement will be effective on the day it has been signed by both parties (the "Effective Date") and continue for an initial term ending on the first anniversary of the Commencement Date (defined in Section 1.1), unless sooner terminated in accordance with Section 2.2. Thereafter, this Agreement will renew automatically on the anniversary of the Commencement Date for successive terms of one year each, until terminated in accordance with Section 2.2.

2.2 Termination. This Agreement may be terminated as follows:

2.2.1 By mutual written agreement of the parties.

2.2.2 By either party, effective at the end of the initial term or the end of any renewal term, by providing to the other party at least 60 days' written notice of nonrenewal prior to the end of the term.

2.2.3 By either party, upon written notice to the other, due to either party's insolvency or bankruptcy.

2.2.4 By either party due to the material breach of the Agreement by the other party, which breach is not cured to the non-breaching party's reasonable satisfaction within 30 days after such party has provided the breaching party with written notice of the breach.

2.3 Effect of Termination. Once notice of termination has been provided, Company will ensure that all Program Members are made aware of the termination of this Agreement. The parties will mutually agree on the content of all communications to Program Members regarding termination of this Agreement. All obligations that by their terms survive the termination of this Agreement shall survive the termination of this Agreement, together with Sections 1.7 and 1.8 of this Agreement.

ARTICLE 3 GENERAL PROVISIONS

3.1 Confidentiality of Agreement. Company shall not disclose the terms or provisions of this Agreement, in whole or in part, without the prior written consent of Kavira, except pursuant to a compulsory legal process (which Company shall resist and give immediate notice of to Kavira) or except to Company's business consultant, attorney and/or accountant provided each such professional has agreed prior to disclosure to maintain in confidence any such

confidential information disclosed to them and to not use such information for any purpose unrelated to this Agreement. This section shall survive termination of this Agreement.

3.2 Indemnification. Each party agrees to indemnify, hold harmless and, at the other party's instruction, defend the other party and its directors, officers, employees, affiliates, successors and assigns from and against any third party claims and charges, and any and all loss, costs, liability, damages, and expense of a third party claim (including, without limitation, reasonable attorneys' fees) which the indemnified party suffers that are directly attributable to (a) a breach of any representation, covenant or agreement of the indemnifying party contained in this Agreement; (b) a violation of applicable federal, state or local laws, rules or regulations by the indemnifying party or any of the indemnifying party's employees or representatives; and/or (c) the negligent or intentional acts or omissions of the indemnifying party; provided that in the event the law would allocate a portion of such liability to the non-indemnifying party because of its own fault, the indemnifying party shall not be required to indemnify for such portion. The indemnified party will notify the other party of any third party claim made against it within 10 days of knowledge of the claim if the indemnified party intends to seek indemnity under this paragraph with respect to such claim. This section shall survive termination of this Agreement.

3.3 Notice. Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent by certified or registered mail or courier, with return receipt requested, or sent by secure email with use of a verifiable read-receipt function, to the party for which the notice is intended, at the address set forth in the signature block of this Agreement, or such other address of which a party has provided notice to the other pursuant to this section. The notice shall be deemed given and effective on the date indicated on the return or read receipt.

3.4 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements relating to the same subject matter. This Agreement may be amended only in a writing signed by both parties, except that Kavira may change the terms hereof without Company's consent (i) if and to the extent necessary to comply with applicable law or regulatory obligations, and (ii) as expressly permitted by the terms of this Agreement.

3.5 Severability. If any part of this Agreement is declared invalid or unenforceable by any court of competent jurisdiction, the remaining provisions will not be affected. Should a regulatory agency or court demand, as the result of a change in law or policy regarding direct primary care programs, that Kavira return to Company any Membership Fees paid hereunder, Company agrees that Kavira shall be entitled to payment from Company in an amount equal to the reasonable value of the DPC Services actually rendered to Program Members during the period for which the refunded fees were paid, not to exceed the total fees paid by Company, and that Kavira may offset such amount against the amount to be refunded. This section shall survive termination of this Agreement.

3.6 Binding Effect; Assignment. This Agreement shall be binding upon and be enforceable against the parties and their respective heirs, successors and permitted assigns. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party; except that Kavira may assign this Agreement to an affiliated entity.

3.7 Governing Law. This Agreement is made in and shall be construed under the laws of the State of Minnesota.

3.8 Independent Contractor Status. The parties shall at all times be acting and performing as independent contractors. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint venture, partnership, or similar relationship between Kavira and Company or between any DPC Practitioner and Company.

3.9 No Waiver. The failure of either party to complain of any default by the other party hereunder or to enforce any of such party's rights hereunder, no matter how long such failure may continue, shall never constitute a waiver of such party's rights hereunder, including the right to seek monetary damages for a default. No waiver of any provision hereof shall constitute a waiver of any other provision hereof, nor a waiver of the same provision at any subsequent time.

3.10 Dispute Resolution. Kavira and Company will work together in good faith to resolve any dispute(s) that arise between them relating to this Agreement ("Dispute"). To commence the resolution process, one party shall provide to the other written notice, in reasonable detail, of the Dispute. Within 10 days after receipt of such notice, a meeting will occur between representatives of each party with authority to resolve the issue in Dispute. If the parties are unable to resolve the issue to the parties' mutual satisfaction within a reasonable period of time, either party may submit the Dispute to binding arbitration in Hennepin County, Minnesota before a single arbitrator. If the parties cannot agree on an arbitrator, each party shall select one arbitrator, and the selected arbitrators shall nominate a third arbitrator, who shall act as the sole arbitrator of the Dispute. The parties shall equally share the costs of the arbitrator. Arbitration proceedings initiated pursuant to this Agreement shall be conducted in accordance with the Commercial Dispute Procedures of the American Arbitration Association and Minnesota law. This section shall survive termination of this Agreement.

3.11 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 if prevented from doing so by a cause or causes beyond the reasonable control of the party, such as natural disasters, pandemic, civil unrest, war, labor shortages, changes in the law, etc. ("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 the performance that is or will be affected. Such party will continue to use commercially reasonable efforts to recommence performance as soon as reasonably practicable.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on its behalf by its duly authorized representative as of the date first written above.

Kavira Health, LLC

ISD #623 Roseville Area Schools

By: Andrew Headrick

By: Shari L. Thompson

Its: CEO

Its: Executive Director

Signed: Andrew Headrick

Signed: _____

Address for delivery of Notices:

Address for delivery of Notices:

1161 Wayzata Blvd E #162

1251 County Road B2 W

Wayzata, MN 55391

Roseville, MN 55113

Email address for Notices:

Email address for Notice:

Andrew.headrick@kavira.health

shari.thompson@isd623.org

EXHIBIT A

DESCRIPTION OF DPC PROGRAM

The DPC Program provides members with routine primary care services as specified in Kavira's services listings and program overview posted at www.kavirahealth.com/services, as revised by Kavira from time to time ("DPC Services"). DPC Services will be provided when appropriate and medically indicated based on scientific evidence, sound medical judgment, and relevant professional guidelines. DPC Practitioners provide DPC Services through one or more of the following: text messaging, telehealth visits, other remote means, or house visits (including locations other than a member's residence if mutually agreed). Kavira's days and hours of operation and service availability are posted at www.kavirahealth.com/services. Kavira does not guarantee same day visits.

Certain DPC Services are not included in the Membership Fee, for example, certain screenings, diagnostic tests, labs and specialty labs, and medications, as indicated in Kavira's services listing. These DPC Services may be available from Kavira for an additional fee ("Additional Fee Services").

Any service that is not described in Kavira's services listings and program overview as included in the DPC Program is not a DPC Service (for example, hospital services and care normally provided by a specialist). Without limiting the scope of the prior sentence, DPC Services excludes professional services that DPC Practitioners are not authorized to perform or provide under the laws of the State of Minnesota and services that are not consistent with the training and experience of a primary care provider and/or that cannot be safely and appropriately provided via the DPC Program. Program Members requiring emergency services should call 911.

Additional terms of the DPC Program are set forth in the registration agreement between Kavira and the Program Member.

EXHIBIT B
PROGRAM MEMBERS; PAYMENT

1. **Program Members.**

Program Members are all individuals who meet, and are not excluded by, the following criteria:

- a. Program Members will include all individuals in the following categories, subject to paragraphs 1(b) and 1(c) below.
 - All Company employees enrolled in the medical plan.
 - The spouse (if any) and dependents (if any) of each Company employee who is a Program Member. For purposes of eligibility as a Program Member:
(a) "spouse" means an individual to whom the employee is legally married, including partners of the same sex, and shall include an employee's domestic partner if and to the extent Company makes other employee benefits available on such basis; and (b) "dependents" means children who are eligible as an employee's dependents for other employee benefits offered by Company, as determined by Company.
- b. Program Members will exclude the following categories of individuals who otherwise qualify as Program Members under paragraph 1(a) above:
 - Employees who do not live in Kavira's service area; in which case the dependents, if any, of such employees will also be ineligible to be Program Members under this Agreement.
 - The dependents of any Company employees who are not Program Members.
- c. Any individual who otherwise qualifies as a Program Member will be excluded as a Program Member for purposes of this Agreement if one or more of the following circumstances occur, effective as of the date any of the following occur:
 - The individual's employment by Company has terminated, and Company does not have or no longer has any state or federal continuation of coverage requirement (if applicable).
 - In the case of a spouse or dependent, the employment of the person through whom such individual is eligible under this Agreement is terminated, and Company does not have or no longer has any state or federal continuation of coverage requirement (if applicable).

In the event a Program Member becomes no longer employed with Company, and is disenrolled from the DPC Program, that Member (and his or her spouse/dependents) may continue their membership directly with Kavira at the

Membership Fee applicable under this Agreement, for up to the maximum period required under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") and applicable guidance, by re-enrolling into the DPC Program through the Company's COBRA administrator.

2. **Program Member Listing; Onboarding.**

Prior to the Commencement Date (the first day of the first month upon which Kavira is implemented) of this Agreement, or such other date as the parties mutually identify in writing, Company will input all initial Program Members information into the electronic platform identified by Kavira.

Company will ensure that the Program Members listing remains up-to-date from month to month consistent with the qualifications set forth in Section 1 of this Exhibit B. Company will use best efforts to add all newly eligible individuals to and delete any newly ineligible individuals from the listing promptly after becoming aware of the change, indicating the effective date of the change.

Newly eligible individuals will become Program Members as of the date the individual becomes eligible to be a Program Member. Program Member deletions will be effective as of the end of the month in which the individual ceases to meet the eligibility requirements.

Company will assist and cooperate with Kavira to ensure that Program Members are informed about the DPC Program, receive appropriate materials from Kavira, and complete applicable registration activities in a timely manner.

3. **Membership Fees.**

As of the Effective Date, the Membership Fees per Program Member per month or per partial month of membership are the following:

Monthly Membership Fee for each Program Member who is:	
Employee of Company Receiving House Visits	\$27.00
Employee of Company Receiving Telehealth Only Visits	\$10.00
Spouse of an Employee of Company	\$0.00
Dependent of an Employee of Company	\$0.00

Kavira does not offer pro-rated monthly Membership Fees. Accordingly, Company will be charged the full monthly amount of Membership Fees regardless of whether the Program Member joins the DPC Program after the first of the month or disenrolls prior to the end of the month. Membership benefits will continue through the last day of the month in which the termination or dis-enrollment occurs. Company agrees that it will communicate to Program Members the language contained in this paragraph pertaining to continued benefits for dis-enrolled Program Members.

The Membership Fees are subject to change as permitted by the Agreement.

Kavira will not charge or seek to collect directly from any Program Member any Membership Fees that are the obligation of Company hereunder.

4. **Payment Schedule.**

From and after the Commencement Date, Company agrees to pay the Membership Fees on a monthly basis, in advance, for all Program Members. Kavira will invoice Company by the 7th day of each month based on Program Member census data available on or about the 1st day of the month.

Company agrees to pay by the 15th day of each month.

Any discrepancy in Membership Fees paid for a given month as compared to Membership Fees owed for the actual Program Member census in that month due to adjustments made after invoicing will be reconciled and reflected in the invoice for the next month.

5. **Clinic Holiday Closures**

Kavira's clinic is closed, and does not provide care, on the following holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, the Friday after Thanksgiving (virtual only 10am-2pm CT) Christmas Eve (Virtual only 10am-2pm CT), Christmas, and New Year's Eve (virtual only 10am-2pm CT). If the holiday falls on a Saturday, the preceding Friday will be the observed holiday; if the holiday falls on a Sunday, the following Monday will be the observed holiday.

6. **Additional Fee Services**

Program Members who elect to receive Additional Fee Services from Kavira are responsible for paying Kavira directly for such services in accordance with the member registration agreement.