

## **Contracts with Nurse Practitioners for Initial Patient In-home Exams**



# IPA-NP Agreement

**Letter of Agreement for Nurse Patient Examination Services Date:** \_\_\_\_\_

**Purpose:** To provide in home or office patient examination services for \_\_\_\_\_ here-in-after referred to as "The Company"), in order to improve the operations and to provide advice related to The Company needs.

This Letter of Agreement defines the relationship between \_\_\_\_\_ herein after called "Nurse", and The Company.

Whereas, Nurse is fully qualified and licensed Nurse or Nurse Practitioner having a Medicare Provider Number and professional liability insurance and is credentialed through \_\_\_\_\_ IPA.

Whereas, Nurse is willing to provide the services to assist The Company in examining patients and advising about the quality of care to meet the needs of the Company,

The two parties agree to the following:

Nurse Responsibilities:

1. To examine patients assigned by The Company in their homes or in the clinic;
2. To advise and treat these patients when necessary;
3. To contact the office of the patient's PCP prior to the examination to explain the service.
4. To promptly report via the Medics system all encounters with the patients to The Company.
5. This is an independent contractor agreement and not an employee agreement. Expenses for insurance and travel are the responsibility of the contractor.

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The Company Responsibilities:

1. To fully communicate verbally and in writing the needs of The Company,
  - a. as shown in ATTACHMENT B to this agreement,
  - b. which defines the specifics of the project,
  - c. and which will serve as the measurement tool to determine project completion;
2. To work with Nurse to establish a projected time line for contract completion;
3. To advise Nurse of any project delays or additional resources which may be needed to help fulfill The Company needs.
4. To pay the nurse every two weeks 60% of the gross fees collected from the insurers for examinations done in the prior two week period. The prior two week period is defined as the two weeks prior to the most recent past week. This payment will be made by The Company whether or not it has collected the claims for the Nurse Practitioner from the HMO.
5. The average fee collected from the insurers is \$180 per examination reported. 60% of that average payment is \$108. Payments that are larger or smaller are based on the procedure codes and the fee earned by the Nurse is 60% of the paid amount.

Term and Termination:

The term of this contract shall be for 180 Days and may be renewed for additional 180 Days so long as one party does not terminate the agreement. The agreement may be termed by either party following (60) days written notification.

Post Termination Status:

Following termination, Nurse shall return all books, records, documents and complete all pending work to The Company within 14 days of contract end.

Nurse

The Company

\_\_\_\_\_ Sign

\_\_\_\_\_ Sign

\_\_\_\_\_ Print Name

\_\_\_\_\_ Print Name

1 of 2—AGREEMENT

This letter may contain legally privileged and/or confidential information. If you are not the intended recipient(s), or the employee or agent responsible for delivery of this message to the intended recipient(s), you are hereby notified that any dissemination, distribution or copying of this letter is strictly prohibited. If you have received this letter in error, please immediately notify the sender and shred.

# IPA-NP Agreement

## Attachment B

### Nurse-Practitioner For HMO Management of Medical QA

#### I. Goals

- A. Get in front of the hospitalizations and chronic health problem with every patient
  1. Determine who is at risk
  2. What the risk is
  3. What the PCP and consultants have done so far
  4. What the PCPs and Consultants want to do
  5. How we can use our medical and administrative capacities to assist the PCPs and Consultants
  
- B. Contact every patient enrolled in the HMO to do an in-home complete physical to get baseline information from them about their health and their family support systems
  1. Get the exam and other information we gather back to the HMO, PCPs and Consultants in a pure form and electrically transmit it with as much relevant medical data and professional analysis as possible.
  2. Connect the PCP's staff to this project for positive feedback and support.
  3. Eliminate the social and economic barriers that are discovered and may negatively impact the health outcomes.

#### II. Structure and Process

- A. Use the Nurse-Practitioner as a field contact with both Patients and PCPs and Consultants.
- B. Support the Nurse-Practitioner with the Medical Director, Dr. \_\_\_\_\_ in the office to get expert guidance on the patient care and the proper analysis of the data gathered from patients and physicians.

#### III. Agreement with HMO

- A. \_\_\_\_\_ Clinic, whose Medical Director is \_\_\_\_\_, MD, and his appointed Nurse-Practitioners are to provide services for the exams and reporting to HMO, PCPs and Consultants.
- B. Each patient to receive a complete physical,
- C. All of the historic diagnosis to be recorded with attention to HCC coding
- D. EKG and blood tests done as indicated from the exam.
- E. Referral to the PCP or specialist as needed asap.

**Attachment C**  
**Nurse Practitioner / MD Consultative Practice Agreement**  
**N.P. Support Services, L.L.C.**

**I. GENERAL INFORMATION**

**A. Nurse Practitioner**

Name:

Texas License Number:

Certifying Organization:

Certification Number:

**B. Licensed Physician**

Name: Dr. \_\_\_\_\_

Texas License Number: \_\_\_\_\_

**C. Description of Setting of Practice**

1. *Type of setting:* The setting *NP Support Services, L.L.C.* will be based out of an office located at \_\_\_\_\_.
2. *Type and expected volume of patients:* Patients are generally geriatric, over the age of 65 years. Volume will vary - one to twenty-five per day.

**II. NURSE PRACTITIONER FUNCTIONS**

The nurse practitioner will provide in-home general exams, preventive care, and evaluation of episodic, short term, and stable chronic health problems in compliance with the state and federal regulations, and within the state-delineated scope of practice for *NP Support Services, L.L.C.* The nurse practitioner will report these findings to the medical director and administrative support designated by *NP Support Services, L.L.C.*, who in turn will report these findings to the patient's primary care physician and insurance company. Provisions for referring patients with unstable or acute life-threatening conditions are detailed below. Such services will include, but not be limited to, the following functions:

**A. Perform Non-Comprehensive Physical Assessment of Patients as Needed**

The nurse practitioner will perform pertinent history and assessment of any patient to establish a database and identify the patient's immediate and comprehensive health care needs.

**B. Identify Established Medical Diagnoses for Common Short-Term or Chronic Stable Health Problems**

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The scope of practice of the nurse practitioner will depend upon the category of problem(s) and will become clear by the delineation of the following categories of problems:

- For common acute stable conditions, the nurse practitioner will identify symptoms and refer the patient to their primary care physician for complete evaluation as necessary. Examples of common acute stable conditions include cold and flu-like symptoms, sore throat/ pharyngitis symptoms, and fever.
- For common chronic stable conditions, the nurse practitioner will identify current and past diagnoses and evaluate the current management regimen, including medications (both prescription and non-prescription), patient lifestyle habits, assessment of living conditions, and barriers to obtaining treatment, medications, or physician visits. Examples of common chronic stable conditions are high blood pressure, high cholesterol, GERD, and diabetes mellitus, uncomplicated. The patient will then be referred to their primary care physician for complete evaluation as necessary
- For uncommon or unstable conditions, the nurse practitioner will participate in the assessment of the symptoms, perform a limited exam as patient and equipment allows, and either refer to a specialist, emergency room or primary care physician as deemed appropriate by the Nurse Practitioner. The Nurse Practitioner will also report such findings immediately to the medical director. Examples of these would be fractures, unstable or complicated diabetes, and acute severe abdominal pain.
- For acute life-threatening conditions, the nurse practitioner would provide a working diagnosis, institute basic CPR and applicable emergency management, and immediately refer to a secondary care center. Examples of these would be status asthmaticus, airway obstruction, and cardiac arrest.

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#### **C. Order, Perform, and Interpret laboratory Tests (Including Diagnostic and Invasive Procedures)**

The nurse practitioner will perform in home blood glucose assessments as deemed necessary, discuss findings with the patients, and report findings as above.

The nurse practitioner will refer the patients to their primary care physician for orders and interpretation of any test(s) necessary to the medical evaluation beyond the above mentioned test.

#### **D. Prescribe Drugs**

The nurse practitioner will not prescribe any medications under this agreement, unless agreed upon by the nurse practitioner and the medical director on a case-by-case basis and approved by the patient's primary care physician.

#### **E. Perform Therapeutic and Corrective Measures**

The nurse practitioner will not order nor perform any such therapeutic measures as are appropriate for a family practice: for example, patient education, cleaning and dressing of superficial wounds, suturing, splinting, and irrigation of ears and eyes.

#### **F. Emergency Care**

The nurse practitioner will perform cardiopulmonary resuscitation as necessary until emergency vehicles arrive. The nurse practitioner successfully completed the national cognitive and skills examination in accordance with the Standards of the American Heart Association for Course C, Basic Life Support.

### **III. NURSE PRACTITIONER/PHYSICIAN RELATIONSHIP**

#### **A. Referrals**

The nurse practitioner will provide in-home general exams, preventive care, and evaluation of episodic, short term, and stable chronic health problems as described in Section II.B. above, seeking consultation as deemed necessary. For stable acute, chronic, or preventative visits, the nurse practitioner will refer the patient to his/her primary care provider. The nurse practitioner's supervising physician will be available and provide consultation as deemed necessary by the nurse practitioner.

In dealing with uncommon or unstable conditions as described in Section II.B, the nurse practitioner will take the history, do the physical exam, obtain other necessary data, participate in the diagnosis with consultation, and either refer to the physician consultant or to a specialty clinic or secondary treatment center.

In dealing with acute life-threatening conditions as described in Section II.B. above, the nurse practitioner will take a history, do the necessary initial physical exam, make a working diagnosis, institute emergency management, and immediately refer to the nearest emergency department.

#### **B. Drug and Medical Guidelines**

The nurse practitioner will collaborate with the physician in establishing and reviewing drug and other medical guidelines. Review of guidelines will be done in a continuing manner, but no less frequently than annually.

#### **C. Schedule for Review**

The nurse practitioner will review and discuss pertinent care management issues in a continuing manner as necessary.

#### **D. Schedule for Consultation, Record Review, Cosigning of Records**

The physician will, except when on leave, and be available for consultation via telephone or in person. When on vacation or leave, the physician will appoint another physician to be available for supervision, in accordance with the Texas state laws and the rules and regulations set in place by the Texas Board of Medicine and the Texas Board of Nurse Examiners. The physician, or covering physician, will also perform chart/record reviews, and cosign charts/records in accordance with Texas state laws and the rules and regulations set in place by the Texas Board of Medicine and the Texas Board of Nurse Examiners.

#### **E. Availability of Physician for Consultation**

The physician consultant will be available in person or by telephone on an as-needed basis in order to consult with the nurse practitioner on diagnosis and treatment of medical problems. In the event that the physician is on leave, the physician will designate another physician who will be available to consult with the nurse practitioner as needed.

#### **IV. AUTHORIZATION**

The nurse practitioner shall submit a new amended written agreement for approval before altering the practice setting or modifying or expanding the medical functions that the nurse practitioner is authorized to perform.

When either the nurse practitioner or the supervising physician decide to terminate this collaborative practice agreement, the terminating party is responsible for providing the other party with a written notice at least thirty days prior to termination.

Nurse Practitioner: \_\_\_\_\_

Date: \_\_\_\_\_

Physician: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this "Agreement") is

entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Nurse Practitioner Support Services, LLC (along with its members, officers and other Affiliates, "NPSS"), and

\_\_\_\_\_  
(along with its shareholders, subsidiaries and other Affiliates, PI).

NPSS and PI wish to obtain additional information to evaluate the possibility of entering into a business transaction involving stock in NPSS or (the "Transaction"). During the course of such evaluations, either party (the "Disclosing Party") may disclose and make available to the other party (the "Recipient") certain information concerning the Disclosing Party's business, prospects, financial condition, operations, assets and liabilities. All such information furnished to a Recipient or its Representatives (as defined below) by or on behalf of the Disclosing Party in connection with a possible Transaction (irrespective of the form of communication and whether such information is furnished prior to, on or after the date hereof), and all analyses, financials, compilations, data, studies, notes, interpretations, memoranda or other documents prepared by the Recipient or its Representatives containing or based in whole or in part on any such information furnished by the Disclosing Party are collectively referred to herein as the "Confidential Information." As used in this Agreement, "party" shall mean a party and its Affiliates; "Affiliate" shall mean a person, firm, company, corporation or other entity that directly or indirectly controls, is controlled by, or is under common control with, a party; and "Representatives" shall mean the directors, officers, members, managers, employees, agents, and advisors of the party (including, without limitation, its attorneys, accountants, consultants, bankers and financial advisors).

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As a condition to being furnished the Confidential Information, each party enters into this Agreement and agrees as follows:

1. Non-Disclosure of Confidential Information. Recipient agrees to (i) use the Confidential Information solely for the purpose of evaluating a possible Transaction and for no other competitive or other purpose, including without limitation engaging in any business activity competitive with the operations or business of the hospitals which are associated or affiliated with the proposed Transaction, (ii) not disclose the Confidential Information to any third party, except for disclosures to its Representatives who need to know such information for the purpose of evaluating a possible Transaction; (iii) inform its Representatives of the confidential nature of the Confidential Information and direct its Representatives to treat the Confidential Information in accordance with the terms of this Agreement; (iv) take reasonable precautions necessary to prevent the disclosure of the Confidential Information by its Representatives to any third party; and (v) be responsible for any breach of this Agreement by the Recipient or its Representatives. (vi) If the Recipient is requested or required (by oral questions,

interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, it is agreed that the Recipient will provide the Disclosing Party with prompt notice of such request so that the Disclosing Party may seek an appropriate protective order and/or waive the Recipient's compliance with the provisions of this Agreement. If in the absence of a protective order the Recipient is nonetheless compelled to disclose Confidential Information, the Recipient may disclose only that portion of such information that the Recipient is advised by a written opinion of counsel is legally required to be disclosed without liability hereunder; provided, however, that the Recipient gives the Disclosing Party written notice of the information to be disclosed as far in advance of its disclosure as is practicable and, upon the Disclosing Party's request, use reasonable efforts to obtain assurances that confidential treatment will be accorded to such information.

2. Non-Disclosure of Negotiations or Agreements. Each party shall not and shall direct its respective Representatives not to, disclose to any third party the existence, status or terms of any discussions, negotiations or agreements between the parties, including, without limitation, any offer, term sheet, letter of intent, acquisition agreement, proposal, price, values or valuations or any similar terms, agreements or understandings between the parties, without obtaining the prior consent of the other party, except to the extent that a party has been advised by written opinion of counsel that disclosure is required for it to comply with its obligations, if any, under the federal securities laws.

3. Termination of Discussions; Return of Confidential Information. If either party decides that it does not wish to proceed with the evaluation of a possible Transaction, such party will promptly inform the other party of that decision. In that case, or at any time upon the written request of the Disclosing Party, the Recipient shall (i) promptly return the Confidential Information without retaining any copies or other reproductions or extracts thereof, (ii) destroy or have destroyed all memoranda, notes, reports and documents and all copies and other reproductions and extracts thereof prepared by Recipient or its Representatives in connection with the review of the Confidential Information, and (iii) if requested by the Disclosing Party, provide a certificate certifying that the foregoing materials have, in fact, been destroyed or returned, signed by an authorized officer supervising such destruction or return. Notwithstanding the return or destruction of the Confidential Information, the parties will continue to be bound by the terms of this Agreement. All written Confidential Information delivered by or on behalf of the Disclosing Party to the Recipient pursuant to this Agreement shall be and remain the property of the Disclosing Party.

4. Information Not Deemed Confidential Information. The term "Confidential Information" does not include information which (i) becomes generally available to the public other than as a result of a disclosure by the Recipient or its Representatives in violation of this Agreement, (ii) becomes available on a nonconfidential basis from a source other than the Disclosing Party, provided that such source is not bound by a confidentiality agreement with the Disclosing Party, (iii) has been acquired or developed independently by the Recipient without reliance on information provided by the

Disclosing Party, or (iv) is or was in the possession of the Recipient or its Representatives prior to its disclosure by the Disclosing Party .

5. No Warranty. The Disclosing Party makes no representation or warranty as to the accuracy and completeness of any Confidential Information provided by it to the Recipient, and no liability shall result to the Disclosing Party from its use, except as set forth in a definitive agreement for a Transaction. Only the representations and warranties that are made in a definitive agreement for the Transaction, when, as, and if it is executed, and subject to such limitations and restrictions as may be specified therein, shall have any legal effect. It is understood that the Confidential Information is not being furnished for use in an offer or sale of securities of the Disclosing Party and is not designed to satisfy the requirements of federal or state securities law in connection with any offer or sale of such securities.

6. No Agreement. Unless a definitive agreement regarding a Transaction between the parties has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to such a Transaction by virtue of this Agreement except for the matters specifically agreed herein. Each party further acknowledges and agrees that each party reserves the right, in its sole discretion, to reject any and all proposals made by the other party or any of its Representatives with regard to a Transaction, and to terminate discussions and negotiations with the other party at any time prior to the execution of a definitive agreement for the Transaction.

7. No Contact; No Hire. Without the prior written consent of the other party, until the earlier of (i) the execution of a definitive agreement for a Transaction or (ii) two years from the date of this Agreement, neither party shall initiate or maintain contact (except in the ordinary course of business) with any officer, director, member, employee, creditor, or shareholder of the other party regarding its business, operations, prospects or finances. It is understood that each party will arrange for appropriate contacts to be made available to the other party for due diligence purposes. Unless otherwise agreed by NPSS, all (i) communications regarding a possible Transaction, (ii) requests for additional information, (iii) requests for management meetings, or (iv) discussions or questions regarding procedures, will be submitted or directed to Marcos Calderon, CEO. Unless otherwise agreed by PI, all (i) communications regarding a possible Transaction, (ii) requests for additional information, (iii) requests for management meetings, or (iv) discussions or questions regarding procedures, will be submitted or directed to Don McCormick, Secretary. For a period of two years from the date hereof, each party further agrees not to hire any executive officer, management employee, or physician who is employed by the other party.

8. No Waiver. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof, or the exercise of any right, power or privilege hereunder. Any waiver of a breach hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach.

9. Term. This Agreement shall terminate on the earlier of (i) the date that a Transaction is closed between NPSS and PI, or (ii) the fifth anniversary of the date of this Agreement.

10. Remedies. Each party agrees that money damages would not be a sufficient remedy for any breach of this Agreement and that in the event of a breach or threatened breach of this Agreement, each party will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

11. Attorneys' Fees. If, as a result of a party's breach of this Agreement, the other party is required to engage an attorney to enforce its rights under this Agreement, the breaching party shall reimburse the other party for all reasonable attorneys' fees and court costs incurred in connection therewith.

12. Governing Law and Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal substantive laws and not the choice of law rules of the State of Texas. In the event of any suit, action, or proceeding arising from or relating to this Agreement, each party irrevocably and unconditionally submits to the exclusive jurisdiction of the federal or state courts in the State of Texas.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Confidentiality and Non-Disclosure Agreement on the date first written above.

**NPSS**

**By:** \_\_\_\_\_

**Name: Mike Chung**

**Title: Chief Operating Officer**

**"PI"**

**Name:** \_\_\_\_\_

**By:** \_\_\_\_\_

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