

DISCOUNT VETERINARY PLAN PROVIDER AGREEMENT

BETWEEN: Prevent Plans, LLC,
a Washington limited liability company **(Prevent Plans)**

AND: P Street Pet Practice
34 P Street NE
Washington, DC 20002 **(Provider)**

EFFECTIVE DATE: 7/1/2016

RECITALS

- A. Prevent Plans is a Washington limited liability company operating a plan that provides administration of preventive plans for Providers members (Subscribers), with access to discounted veterinary care services from veterinary care providers (Discount Veterinary Plan).
- B. Provider is a veterinary practice that employs veterinarians who are licensed to practice veterinary medicine in Washington, DC. (Provider's State).
- C. Prevent Plans and Provider desire to enter into a relationship for Provider to provide discounted veterinary care services for Subscribers of their Discount Veterinary Plan, administered by Prevent Plans on the following terms and conditions.

AGREEMENT

1. **Term.** The term under this agreement shall begin on the Effective Date and continue until terminated as provided herein.
2. **Duties.** During the term of this agreement Provider agrees to perform the following duties:
- 2.1. **Provide Discounted Veterinary Services to Subscribers.** Provider shall provide discount veterinary services to Subscribers as provided in this paragraph 2.1.
- 2.1.1. Provide the veterinary and ancillary services (Veterinary and Ancillary Services) described on **Exhibit A** at the discounted rate described on Exhibit A.
- 2.1.2. Refrain from charging Subscribers more for Veterinary and Ancillary Services than the amount listed in Exhibit A or an amount that reflects the application of Provider's discount rates listed in Exhibit A.

2.1.3. Nothing in this agreement shall be construed to create an obligation for Prevent Plans to pay for treatment not actually rendered by Provider.

2.2. Good Standing. Provider must remain at all times during the term of this agreement a veterinarian licensed and in good standing with the Veterinary Examining Board in Provider's State.

3. Payment

3.1. Payment Amount. Payment amounts are set forth in **Exhibit B**.

3.2. Payment Schedule. Prevent Plans shall pay Provider the amounts owed pursuant to paragraph 3.1 no later than 5:00 p.m. on the 7th of each month, or the next business day thereafter if the 7th falls on a Saturday, a Sunday, or a federal holiday.

4. Termination. This agreement shall terminate upon occurrence of any of the following events:

4.1. Mutual written agreement between Prevent Plans and Provider;

4.2. Loss or suspension of Provider's license to practice veterinary medicine in Provider's State for any reason;

4.3. Provider's death;

4.4. Material breach of this agreement or any other agreement between Prevent Plans and Provider; or

4.5. Notwithstanding any of the provisions above, provided that at least 12 months have passed since the Effective Date, after 60 days' prior written notice by either Prevent Plans or Provider to the other.

5. Duties Upon Termination

5.1. Letter to Subscribers. Upon termination, Provider shall prepare a letter to Subscribers who are clients of Provider notifying those Subscribers of the termination and submit such letter to Prevent Plans for its revision and approval. Prevent Plans shall respond within 10 days of receipt of such letter with proposed changes, and Provider shall mail such letter to all Subscribers who are clients of Provider at Provider's expense.

5.2. Continuation of Services Until Expiration. Provider shall continue to provide discount veterinary services to all Subscribers while their Subscription Agreements remain in effect. After termination of this agreement, Provider may terminate Subscription Agreements only at the end of a Subscriber's term, and only in accordance with the Subscription agreements. Prevent Plans shall compensate Provider for those discount veterinary services provided to Subscribers

pursuant to this paragraph in accordance with this agreement.

5.3. Trade Secrets. Except as reasonably necessary to lawfully and ethically fulfill Provider's duties hereunder, Provider shall not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate to any other person or entity in any manner whatsoever, any information concerning any matters effecting or relating to the business of Prevent Plans, including but not limited to its manner of operation, strategic plans, customers, contracts, employees, agents, confidential relationships, financial information, or business processes without regard to whether all of the foregoing will be deemed confidential, material, or important. The parties agree that as between them, the same are important, material, and confidential and gravely affect the effective and successful conduct of the business of Prevent Plans, and Prevent Plans' goodwill, and that any breach of the terms of this paragraph shall be a material breach of this agreement.

5.4. Amounts Owed. Upon termination for any reason, Provider shall not be entitled to additional payment except as expressly provided in this agreement. If Provider owes Prevent Plans any debt, Prevent Plans shall be entitled to offset the debt owed to Prevent Plans against any amounts otherwise due to Provider.

6. Relationship Between Prevent Plans and Provider.

6.1. The relationship created by this agreement is not employer-employee. In the performance of this agreement, Provider shall employ Provider's own means and methods and exercise Provider's own professional judgment in the performance of such services. Prevent Plans shall have no right of control or direction with respect to such means, methods or judgments, or with respect to the details of such services. It is expressly agreed that Provider shall not for any purpose be deemed to be an employee, agent, partner, joint venture, ostensible or apparent agent, servant, or borrowed servant of Prevent Plans.

6.2. The relationship created by this agreement is not insurance, as that term is defined in the Washington Revised Statutes. Prevent Plans is only responsible for the payment set forth in Exhibit B, and is not responsible for indemnifying Provider or paying or allowing a specified or ascertainable amount or benefit upon determinable risk contingencies.

7. Arbitration/Equitable Relief. Any controversy, action, claim, suit, or dispute arising out of, or relating to this agreement, any breach of this agreement, or the employment relationship, shall be resolved solely by final and binding arbitration in accordance with the rules then applying of Oregon Uniform Trial Court Rules 13.090, 13.100, 13.110, 13.130, 13.140, and 13.150 through 13.240 (or their successor rules), except that no trial de novo shall be permitted. The arbitration shall be conducted by a single arbitrator agreed to by the parties or, if the parties cannot agree within 21 days, appointed by a Lane County Circuit Court judge, and held in Eugene, Oregon. All costs of arbitration shall be paid equally by the parties. Each party is responsible for their own attorney fees and costs at arbitration and in any court action or appeal therefrom.

8. Indemnification.

8.1. **By Provider.** Provider indemnifies and holds harmless Prevent Plans from and against any claim, loss, damage, cost, expense, or liability arising out of or related to:

8.1.1. Any breach by Provider of this agreement; and

8.1.2. Acts or omissions of Provider outside the scope of services to be provided by Provider under this agreement.

8.2. **By Prevent Plans.** Prevent Plans Indemnifies and holds harmless Provider from and against any claim, loss, damage, cost, expense, or liability arising out of or related to:

8.2.1. Any breach by Prevent Plans of this agreement; and

8.2.2. Acts or omissions of Prevent Plans outside the scope of services to be provided by Prevent Plans under this agreement.

9. Notice. All notices required by this agreement shall be in writing addressed to the party to whom the notice is directed at the address of that party set forth below the signatures on this agreement and shall be deemed to have been given for all purposes upon receipt when personally delivered; one day after being sent, when sent by recognized overnight courier service; two days after deposit in the United States mail, postage prepaid, registered or certified mail; or on the date transmitted by facsimile with proof of receipt. Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this paragraph.

10. Attorney Fees. In any proceeding to enforce or interpret this agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees, costs, and expenses incurred by the prevailing party before and at any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review.

11. Assignment. This agreement is personal in nature and shall not be transferable by either party, either voluntarily or involuntarily, without the prior written consent of the other party. Notwithstanding, Prevent Plans expressly consents to assignment of this agreement by Provider to a purchaser of substantially all of Provider's assets.

12. Modification. No modification of this agreement shall be valid unless it is in writing and is signed by all of the parties.

13. Integration. This agreement is the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this agreement. This agreement shall supersede all prior communications, representations, and agreements, oral or written, of the parties.

14. Interpretation. The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs themselves. This agreement shall not be construed against the drafting party.

15. **Severability.** The invalidity of any term or provision of this agreement shall not affect the validity of any other provision.

16. **Waiver.** Waiver by any party of strict performance of any provision of this agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

17. **Binding Effect.** Subject to restrictions in this agreement upon assignment, this agreement shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

18. **Governing Law.** This agreement shall be interpreted and enforced according to the laws of the state of Washington.

19. **Counterparts.** This agreement may be executed in multiple counterparts, each of which shall constitute one agreement, even though all parties do not sign the same counterpart.

20. **Exhibits.** All exhibits referred to in this agreement are incorporated by reference.

Prevent Plans
Prevent Plans, LLC

Provider
P Street Pet Practice

By _____

By _____

Printed _____

Printed _____

Date _____, 20____

Date _____, 20____

Address:
17414 SE 15th Way
Vancouver, WA 98683

Address:
34 P Street NE
Washington, DC 20002

DISCOUNT VETERINARY PLAN PROVIDER AGREEMENT

EXHIBIT A

1. **Veterinary and Ancillary Services.** The following are the Veterinary and Ancillary Services Provider agrees to provide to their Subscribers at the discounted price pursuant to paragraph 2.1 of this agreement. At the Providers discretion, services deemed not in the best interest to Subscribers Pet may be substituted with services Provider deems best from time to time, based on Provider's practice.

Puppy Gold Plan

Free Office Visits (Unlimited)
All Vaccinations Recommended by Veterinarian
Rabies Vaccination
Intestinal Parasite Fecal Exam (2x)
Deworming-Round & Hook Worms (2x or as needed)
Ear Swab & Microscopic Exam
Heartworm Test (As Needed)
Internal Organ Function Panel
Blood Cell Differential Exam
Blood Cell Count
Blood Sample (Collect/Prep)
Well Pet-Comprehensive Examinations (2x)

Puppy Platinum Plan

Free Office Visits (Unlimited)
All Vaccinations Recommended by Veterinarian
Rabies Vaccination
Intestinal Parasite Fecal Exam (2x)
Deworming-Round & Hook Worms (2x or as needed)
Ear Swab & Microscopic Exam
Heartworm Test (As Needed)
Internal Organ Function Panel
Blood Cell Differential Exam
Blood Cell Count
Blood Sample (Collect/Prep)
Well Pet-Comprehensive Examinations (2x)
Hysterectomy/Castration

Dog Silver Plan

Free Office Visits (Unlimited)
All Vaccinations Recommended by Veterinarian
Rabies Vaccination
Intestinal Parasite Fecal Exam (2x)
Deworming-Round & Hook Worms (2x or as needed)
Ear Swab & Microscopic Exam
Heartworm Test (As Needed)
Internal Organ Function Panel
Blood Cell Differential Exam
Blood Cell Count
Blood Sample (Collect/Prep)
Well Pet-Comprehensive Examinations (2x)

Dog Gold Plan

Free Office Visits (Unlimited)
All Vaccinations Recommended by Veterinarian
Rabies Vaccination
Intestinal Parasite Fecal Exam (2x)
Deworming-Round & Hook Worms (2x or as needed)
Ear Swab & Microscopic Exam
Heartworm Test (As Needed)
Internal Organ Function Panel
Blood Cell Differential Exam
Blood Cell Count
Blood Sample (Collect/Prep)
Well Pet-Comprehensive Examinations (2x)
Urinalysis – Individual Test
Urine Sample (Collect/Prep)

Dog Platinum Plan

Free Office Visits (Unlimited)
All Vaccinations Recommended by Veterinarian
Rabies Vaccination
Intestinal Parasite Fecal Exam (2x)
Deworming-Round & Hook Worms (2x or as needed)
Ear Swab & Microscopic Exam
Heartworm Test (As Needed)
Internal Organ Function Panel
Blood Cell Differential Exam
Blood Cell Count
Blood Sample (Collect/Prep)
Well Pet-Comprehensive Examinations (2x)
Urinalysis – Individual Test
Urine Sample (Collect/Prep)
Dental Prophylaxis

Cat Silver Plan

Free Office Visits (Unlimited)
All Vaccinations Recommended by Veterinarian
Rabies Vaccination
Intestinal Parasite Fecal Exam (2x)
Deworming-Round & Hook Worms (2x)
Leukemia/FIV Test (As needed)
Ear Swab & Microscopic Exam
Feline Heartworm Test (As Needed)
Internal Organ Function Panel
Blood Cell Differential Exam
Blood Cell Count
Blood Sample (Collect/Prep)
Well Pet-Comprehensive Examinations (2x)

Cat Gold Plan

Free Office Visits (Unlimited)
All Vaccinations Recommended by Veterinarian
Rabies Vaccination
Intestinal Parasite Fecal Exam (2x)
Deworming-Round & Hook Worms (2x)
Leukemia/FIV Test (As needed)
Ear Swab & Microscopic Exam
Feline Heartworm Test (As Needed)
Internal Organ Function Panel
Blood Cell Differential Exam
Blood Cell Count
Blood Sample (Collect/Prep)
Well Pet-Comprehensive Examinations (2x)
Urinalysis – Individual Test
Urine Sample (Collect/Prep)

Cat Platinum Plan

Free Office Visits (Unlimited)
All Vaccinations Recommended by Veterinarian
Rabies Vaccination
Intestinal Parasite Fecal Exam (2x)
Deworming-Round & Hook Worms (2x)
Leukemia/FIV Test (As needed)
Ear Swab & Microscopic Exam
Feline Heartworm Test (As Needed)
Internal Organ Function Panel
Blood Cell Differential Exam
Blood Cell Count
Blood Sample (Collect/Prep)
Well Pet-Comprehensive Examinations (2x)
Urinalysis – Individual Test
Urine Sample (Collect/Prep)
Dental Prophylaxis

Kitten Gold Plan

Free Office Visits (Unlimited)
All Vaccinations Recommended by Veterinarian
Rabies Vaccination
Intestinal Parasite Fecal Exam (2x)
Deworming-Round & Hook Worms (2x or as needed)
Leukemia/FIV Test (As needed)
Ear Swab & Microscopic Exam
Feline Heartworm Test (As Needed)
Internal Organ Function Panel
Blood Cell Differential Exam
Blood Cell Count
Blood Sample (Collect/Prep)
Well Pet-Comprehensive Examinations (2x)

Kitten Platinum Plan

Free Office Visits (Unlimited)
All Vaccinations Recommended by Veterinarian
Rabies Vaccination
Intestinal Parasite Fecal Exam (2x)
Deworming-Round & Hook Worms (2x or as needed)
Leukemia/FIV Test (As needed)
Ear Swab & Microscopic Exam
Feline Heartworm Test (As Needed)
Internal Organ Function Panel
Blood Cell Differential Exam
Blood Cell Count
Blood Sample (Collect/Prep)
Well Pet-Comprehensive Examinations (2x)
Hysterectomy/Castration

2. **Discounted Rates.** The following are the discounted rates off Provider's regular, full fee schedule for the Veterinary and Ancillary Services listed in paragraph 1 of this Exhibit A.

2.1. 5% for all Silver Plans

2.2. 10% for all Gold Plans

2.3. 15% for Platinum Plans for Adult Dogs and Adult Cats

2.4. 10% for Platinum Plans for Puppies and Kittens

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EXHIBIT B

The following billing terms apply to the fees paid by Subscribers who choose Provider as their Plan's Provider.

1. Prevent Plans shall receive the initial membership fee of \$49.95 per signing of the contract for Adult Dog and Cat plans and \$69.95 per signing of the contract for Puppy and Kitten plans. Prevent Plans pay Provider \$39.95 of the initial membership fee collected for Adult Pet Plans and \$59.95 for Puppy and Kitten Plans. Prevent Plans membership fee shall be \$10.00 of the total collected fee from Subscriber. Provider agrees that for multi-pet discounts, Prevent Plans will decrease the fees to Provider by \$10.00 off the membership fee, and \$0 /pet/mo. for Provider clients who enroll a second and all additional pets on a Well Pet Plan. Practice agrees to offer plan discounts to traveling plan clients of Prevent Plans, who solicit their practice.
2. Prevent Plans shall pay Provider the monthly fee based on the following schedule: Pricing Level #3

Adult Dogs

Silver Plan	\$28.50
Gold Plan	\$34.50
Platinum Plan	\$41.95

Adult Cats

Silver Plan	\$26.50
Gold Plan	\$30.50
Platinum Plan	\$34.50

Puppy Plans

Gold Plan	\$31.50
Platinum Plan	\$36.95

Kitten Plans

Gold Plan	\$29.50
Platinum Plan	\$34.50

3. Plans Prevent Plans shall retain 8% of each monthly or annual fee collected, per pet. Prevent Plans shall provide the following services:
 - Well Pet Web System, Client Services, Accounts Receivable/Debt Processing and Regulatory.
4. Prevent Plans shall provide approved practice marketing materials to Providers on an ongoing basis as needed, at a cost determined on quantity, with shipping and handling to be charged at cost.
5. Prevent Plans will annually review fee schedules for Veterinary Medicine and may, based on inflation; choose to increase premiums to Subscribers. Fees charged to Providers by Prevent Plans for management of program may increase beyond current percentage of plan price not more than once per year to accommodate increases in costs to Prevent Plans. Providers will be notified in writing 90 days in advance of any management fee changes.

ADDITIONAL NOTES

EXHIBIT B

Brochures

Well Pet Animal Hospital will receive 1000 brochures that includes: 500 Cat and 500 Dog brochures.