

## **Pritikin Personnel Services Addendum (Voluntary)**

This Pritikin Personnel Services Addendum (this “Personnel Services Addendum”) dated as of \_\_\_\_\_ (“Personnel Services Addendum Effective Date”), is entered into by and between Pritikin ICR LLC, a Delaware limited liability company (“Pritikin”), and Clinton Regional Hospital (“Provider”) as an addendum to the Pritikin ICR Master Services Agreement entered into between the Parties, dated as of 6/30/25 (the “Master Agreement”).

The purpose of this Personnel Services Addendum is to set forth the terms pursuant to which Pritikin will make the services of certain Required Personnel, as identified and selected on Schedule A to this Personnel Services Addendum (the “Pritikin Personnel”), available to Provider for the administration of certain Pritikin ICR Program workshops and one on one sessions for Provider’s Pritikin ICR Program, including all activities related to planning and follow-up documentation related to administering the workshop or conducting the one-on-one session (each an “Educational Encounter” or “Encounter”) regardless of the number of patients attending the Scheduled Educational Encounters (as defined below). In consideration of the mutual promises set forth below and in the Master Agreement (including the Provider Administered Program Addendum), Pritikin and Provider agree to the following:

### **1 Pritikin Live Personnel Services**

**1.1 Pritikin Personnel and Qualifications.** During the term of this Personnel Services Addendum and subject to the terms and conditions of this Personnel Services Addendum, Pritikin shall make the Pritikin Personnel available to Provider on an exclusive or non-exclusive basis, as indicated by Provider, during Educational Encounters that are scheduled by the Parties in accordance with the procedures set forth on Schedule B to this Personnel Services Addendum (“Scheduled Educational Encounters”). All Scheduled Educational Encounters shall be under the supervision of a physician or other appropriately qualified nonphysician practitioner (i.e., a physician assistant, nurse practitioner, or clinical nurse specialist) employed or contracted by Provider. The Pritikin Personnel will administer the Scheduled Educational Encounters from a distant, virtual site, to patients who are at the Facility utilizing technology made available by Provider (unless Provider separately contracts with Pritikin for such technology), and such services shall be performed in a professional and competent manner. Pritikin represents and warrants that all Pritikin Personnel are appropriately qualified, licensed, or certified, as required by applicable law to practice in their respective areas of practice, including when applicable, licensed to practice in the state where the Facility and patient are located.

**1.2 Compliance with Provider’s Policies and Procedures.** When administering the Scheduled Educational Encounters, Pritikin shall require the Pritikin Personnel to follow the direction of the supervising practitioner, follow all treatment plans developed by Provider related to its patients, and follow applicable policies and procedures of Provider to the extent such policies and procedures have been made available to Pritikin.

**1.3 Compensation of Pritikin Personnel.** Pritikin shall (a) pay all wages, bonuses, if any, and other remuneration of the Pritikin Personnel and all applicable federal, state, municipal and other governmental taxes with respect to the employment of the Personnel, including without limitation, social security, federal and/or state unemployment compensation taxation; (b) maintain payroll records and reports related to the Pritikin Personnel; (c) have all responsibility for any retirement, health, life, disability or similar employee benefit for the Pritikin Personnel, including vacation, sick days or holidays; and (d) comply with all applicable statutes, rules and regulations of any governmental agencies or departments relative to the employment of the Pritikin Personnel.

**1.4 Insurance.** Pritikin shall, or shall require each Pritikin Personnel administering Scheduled Educational Encounters hereunder to, maintain professional liability insurance policies in amounts customary of the profession and licensure of the Required Personnel.

1.5 **Removal of Pritikin Personnel.** If Provider finds that the working relationship with a particular Pritikin Personnel is not satisfactory, Provider shall notify Pritikin in writing and Pritikin shall make commercially reasonable efforts to provide alternative Pritikin Personnel to assist in administering the Scheduled Educational Encounters. Pritikin's obligation to remove and replace Pritikin Personnel pursuant to this Section shall not apply to Shared Educational Encounters (as described in Exhibit A). Upon removal of the Pritikin Personnel for any reason, Pritikin shall provide another qualified replacement individual to Provider within [five (5)] days of receiving Provider's request.

## 2. Provider's Obligations

2.1 **Supervision.** Despite Pritikin Personnel administering Scheduled Educational Encounters, Provider shall be responsible for ensuring that the requisite physician or other qualified practitioner supervision is in place during all Scheduled Educational Encounters in accordance with Medicare requirements.

2.2 **Patient Intake, Scheduling, and Billing.** Provider shall remain responsible for all patient intake, evaluation, patient scheduling, documentation, and discharge evaluations, as well as coding and billing activities for all Scheduled Educational Encounters. Pritikin Personnel shall document all one-on-one sessions and shall provide such documentation to Provider for incorporation in the relevant patient medical record. The method, format, and delivery of the Pritikin Personnel's documentation of one-on-one sessions shall be in a form and manner mutually agreed to by Pritikin and Provider. Provider shall enter all required data into the Pritikin data portal ("Portal") on a timely basis. Irrespective of whether Pritikin Personnel administers an Educational Encounter hereunder, Provider shall continue to be required to enter all CR and ICR sessions into the Portal.

2.3 **Exercise Sessions.** Provider shall remain responsible for employing or contracting with an exercise physiologist or specialist and for administering all ICR and CR exercise sessions.

2.4 **Space and Equipment.** Provider shall be responsible for providing and maintaining all space at Facility and equipment, including any technology (unless provided by Pritikin through a separate written agreement), necessary for the Pritikin Personnel to administer Scheduled Educational Encounters, including in instances where Pritikin Personnel will administer the Scheduled Educational Encounters from a remote location to patients onsite at the Facility.

3. **Payment.** Compensation from Provider to Pritikin for use of the Pritikin Personnel shall be at the rates set forth on Schedule A to this Personnel Services Addendum applicable to the relevant Scheduled Educational Encounter type. Provider will be invoiced for, and shall owe payment to Pritikin for, all Scheduled Educational Encounters, regardless of the number of patients (including no patients) that attend the Scheduled Educational Encounters. All payment due hereunder is separate and apart from the Certification Payments or any other amounts owed by Provider to Pritikin pursuant to the Master Agreement. Pritikin and Provider acknowledge that the fees have been negotiated at arms-length and represent the fair market value for Provider's use of the Pritikin Personnel during the Scheduled Educational Encounters.

4. **Term and Termination.** The term of this Personnel Services Addendum shall be one (1) year from the Personnel Services Addendum Effective Date, which shall automatically renew for additional terms of one (1) year each, unless sooner terminated as set forth below (collectively, the "Personnel Services Addendum Term") Either Party may terminate this Personnel Services Addendum with or without cause upon ninety (90) days' prior written notice to the other Party. This Personnel Services Addendum shall automatically terminate upon termination of the Provider Administered Program Addendum. Termination of this Personnel Services Addendum shall not result in termination of the Master Agreement or the Provider Administered Program Addendum.

5. **Compliance.** This Personnel Services Addendum shall be construed to be in accordance with any and all federal and state statutes, rules, regulations, principles and interpretations. In the event there is a change in federal or state statutes or regulations or in the interpretation thereof, or in the event a claim or determination is threatened, made or filed by a government agency, which renders any of the material terms of this Personnel Services Addendum unlawful, invalid or unenforceable, or asserts that any such terms are unlawful, invalid or unenforceable, the Parties shall promptly and in good faith renegotiate the affected term or terms to remedy such problem. The Parties further agree to use their good faith efforts to negotiate and execute any amendments hereto

that may be deemed necessary or appropriate to maintain compliance with and avoid violation of the terms of any agreement between the Parties and any third party payor. If the Parties are unable to successfully renegotiate the affected terms(s) under this Section, then either Party may terminate this Personnel Services Addendum upon written notice to the other Party.

**6. Application of the Master Agreement.** To the extent that they are not inconsistent with this Personnel Services Addendum, all other provisions of the Master Agreement and the Provider Administered Program Addendum (including both rights and obligations) shall remain in full force and effect and apply to this Personnel Services Addendum. In the event of a conflict between the Master Agreement (including any other addenda) and this Personnel Services Addendum, the provisions of this Personnel Services Addendum shall control.

**7. Definitions.** Unless otherwise specifically modified by this Personnel Services Addendum, all capitalized terms in this Personnel Services Addendum shall have the same meanings as assigned in the Master Agreement.

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the Parties have executed this Personnel Services Addendum on the dates set forth below.

PRITIKIN ICR LLC

[Redacted]

\_\_\_\_\_  
(Signature)

[Redacted]  
(Signature)

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

Print Name: [Redacted]

Title: \_\_\_\_\_

Title: [Redacted]

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

Date: [Redacted]

**Schedule A to Personnel Services Addendum  
Pritikin Personnel, Educational Encounters, and Fees**

**Staffing Model and Pricing:**

Pritikin will make the relevant Pritikin Personnel available to Provider to administer sessions to Provider's patients for the selected type of Educational Encounters (*Choose One Below*):

\_\_\_\_\_ **Exclusive Educational Encounters:** During Exclusive Educational Encounters, the Pritikin Personnel will administer sessions exclusively to Provider's patients. The relevant Pritikin Personnel will administer Exclusive Educational Encounters for a fixed fee paid by Provider to Pritikin of \$170 per Exclusive Educational Encounter. In instances where Provider offers the Pritikin ICR Program at multiple Facilities, the per Exclusive Educational Encounter fee will be charged for each Facility scheduling patients during the Exclusive Educational Encounter.

\_\_\_\_\_ **Shared Educational Encounters:** During Shared Educational Encounters, Pritikin Personnel will administer sessions to patients of Provider, as well as patients of other providers that have contracted with Pritikin, during times available for scheduling on the published PritikinLIVE schedule. The relevant Pritikin Personnel will administer Shared Educational Encounters for a fixed fee paid by Provider to Pritikin of \$45 per Shared Educational Encounter.

Modifications to the type of Educational Encounter selected shall require the written agreement, in the form of an amendment to this Personnel Services Addendum.

In addition to the above, one-on-one ("1:1") Educational Encounters provided by a Registered Dietitian or a Healthy Mindset Facilitator will be provided at the same per Educational Encounter fee as the selected type of Educational Encounter above (i.e., if Provider selects Exclusive Educational Encounters, the 1:1 per Educational Encounter rate will be \$170 per Educational Encounter). Providers may only schedule two (2) 1:1 Educational Encounters per Patient.

Pritikin may increase the above per Educational Encounter fees upon ninety (90) days' notice to Provider's Program Director, which notice may be made via email.

**Pritikin Personnel:**

The relevant Pritikin Personnel made available to Provider hereunder, include the following:

- **Registered Dietitian:** The Registered Dietitian will be a Registered Dietitian, authorized to use such title by the Commission on Dietetic Registration of the Academy of Nutrition and Dietetics and licensed as required in the state where the Facility is located. Educational Encounters by the Registered Dietitian may include cooking workshops, nutrition workshops and 1:1 consultations.
- **Healthy Mindset Facilitator:** The Healthy Mindset Facilitator will be a licensed professional in the areas of clinical social work, counselor, psychologist or psychiatrist, or certified as a wellness coach, or possess a bachelor's degree with a major or minor emphasis in the area of psychology or social work, and shall be experienced in psychological assessments, administration of behavioral health interventions, and counseling with cardiac rehabilitation/secondary prevention or chronic disease. Educational Encounters by the Healthy Mindset Facilitator may include Healthy Minds workshops and 1:1 consultations.
- **Exercise Physiologist or Specialist:** The Exercise Physiologist or Specialist is an exercise physiologist or nurse familiar with providing care to patients who are part of a cardiac rehabilitation program.

Educational Encounters by the Exercise Physiologist or Specialist may include Exercise workshops, including Yoga.

## **Schedule B to Personnel Services Addendum**

### **Scheduling Procedures**

#### **Scheduling Procedures for Exclusive Educational Encounters**

- The relevant Pritikin Personnel's administration of Exclusive Educational Encounters must be scheduled at least one week prior to the date in which the Exclusive Educational Encounters will be administered.
- Patients' scheduled attendance at the Exclusive Educational Encounters does not have to occur one week in advance, rather, Provider's scheduling of the Exclusive Educational Encounters reserves the Pritikin Personnel for exclusive use during the scheduled time.
- Exclusive Educational Encounters will be coordinated and scheduled via the Provider and designated Pritikin personnel, including the Pritikin Program Director, so as to ensure that the appropriate supervision is available.

#### **Scheduling Procedures for Shared Educational Encounters**

- During the implementation process, Pritikin and Provider will identify and mutually agree on the best day(s) and time(s) for Provider's patients to participate in Shared Educational Encounters, using Pritikin's published schedule of available Shared Educational Encounters.

#### **Scheduling Procedures for 1:1 Educational Encounters**

- Provider is responsible for scheduling 1:1 Educational Encounters. Pritikin will provide Provider with access to a real-time calendar of personnel availability for 1:1 Educational Encounters.