

DIRECT PRIMARY CARE MEMBERSHIP AGREEMENT

This Direct Primary Care Program Member Agreement (“**Agreement**”) is entered into by and between the undersigned Program Member (“**Program Member**” or “**You**”), and McDougle Medical, LLC (“**Practice**”), a Florida limited liability company. The Program Member and Practice are hereinafter collectively referred to as the “**Parties**.” A copy of this Agreement will be provided to you upon request.

I. Direct Primary Care Services.

(a) Membership Services. The Monthly Membership Fee (as defined below) covers only the Membership Services provided by the Practice, with Eric McDougle, PA-C, (“**Physician Assistant or Provider**”) being the primary provider for the Practice, who, at all relevant times, will be under the supervision of Brett Levine, D.O. In exchange for the Monthly Membership Fee, the Practice agrees to provide the following services (the “Membership Services”) at no additional cost to you: [(1) Primary care office visits during; (2) Chronic disease management services; (3) Urgent care/illness office visits during Office Hours and upon availability after-hours and weekends; (4) Comprehensive annual physical exam; (5) Access to the Practice via office visits, telephone, text messaging, telemedicine, portal, and/or e-mail; (6) Well Women Exams; and (7) Laboratory and Imaging Reviews.]

(b) Professionalism. The Practice will provide the Membership Services set forth above to you at a level of professionalism and expertise that is consistent with those generally provided by all primary care practitioners who practice in Florida, according to state laws and regulations.

II. Term; Renewals.

(a) Term. The Term of this Agreement begins the date this Agreement is signed by Program Member or when the first Monthly Membership Fee is received by the Practice, whichever is later (the “**Effective Date**”) and is in effect until terminated by the Program Member or the Practice as set forth in Section IV below.

(b) Renewal. This Agreement shall automatically renew each month until terminated by either party, as provided in Section IV below.

III. Fees.

[(a) Enrollment Fee. Program Members enrolling for membership will pay a one-time, nonrefundable enrollment fee of fifty dollars (\$75.00). This fee may be waived by paying for three months of membership in advance.]

(b) Monthly Membership Fee. In exchange for the Services described above, Program Member agrees to pay Practice a Monthly Membership Fee (“Monthly Membership Fee”). The Monthly Membership Fee is due in advance for each month you participate in the Practice, and is payable on the same day of the month that the initial payment was made (the “**Payment Date**”). The current Monthly Membership Fee Structure is set forth below:

- (i) Ages 18-39: \$70
- (ii) Ages 40-64: \$95
- (iii) Ages 65+: \$135

By signing this Agreement and providing applicable financial information, you are permitting the Practice to charge your credit/debit card on file with the Practice, or permitting the Practice to initiate an ACH withdrawal from your checking account.

(c) Fee Changes. Practice has the right to change the Monthly Membership Fee and Ancillary Service Fees (as defined in section III(f)) upon providing [30 days' written notice] to Program Member before fee changes are enacted.

[(d) Declined Payment. If your payment is declined for any reason, it will be considered a breach of this Agreement. Practice will notify you in writing about this breach. Failure to correct the breach within ten (10) days of our notification may result in the termination of your Membership.]

(e) Late Fees. Failure to pay the Monthly Membership Fee by the [5th calendar day] after the Payment Date will result in a [thirty-five dollar (\$35.00)] late fee.

(f) Ancillary Service Fees. Practice offers additional services ("Ancillary Services") that are not included in the Membership Plan, and are **not covered by the Monthly Membership Fee.** Ancillary Services are available upon request or professional recommendation, and charged on a per service basis. Practice will make pricing for Ancillary Services available to Program Member and clearly explain the charges associated with these Ancillary Services before they are provided. Program Member must pay separately for all Ancillary Services. Ancillary Services may include, but are not limited to: [(1) joint injections; (2) incisions and drainage of abscesses; (3) shave biopsy/mole removals; (4) skin tag removal; (5) laceration repair; (6) ear lavage; and (7) home visits.]

IV. Termination.

(a) Both Program Member and Practice have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination, at any time, and for any reason or no reason at all.

(b) Program Member can terminate the Agreement at any time for any reason or no reason at all upon seven (7) days' written notice to Practice.

(c) Additionally, Practice may terminate this Agreement, at any time:
(i) For any reason or no reason at all, without showing cause for termination, upon 30 days' written notice to Program Member;

- (ii) For occurrence of Program Member's breach of this Agreement if such breach is not cured within 10 days; or
 - (iii) If Program Member has an outstanding balance that is not paid within 10 days of request to remit overdue payment.
- (d) If Program Member or Practice terminates the Agreement, Program Member will be charged the full Monthly Membership Fee.
- (e) If Program Member leaves Practice but decides to rejoin later, Program Member may be subject to a reinstatement fee of [one-hundred and seventy-five dollars (\$175.00)].

V. Health Care Services Exemption.

Membership Services will be provided to you by Eric McDougle, PA-C, as the primary provider for the Practice, under the supervision of Brett Levine, D.O. From time to time, due to vacations, sick days, and other unforeseen situations, Provider may not be available to provide the Membership Services. Provider will make every reasonable effort to address the needs of the Program Member in a timely manner, but cannot guarantee availability. Provider may direct Program Member to a licensed provider who is "covering" for the Provider during his absence. Practice will make every effort to notify you when such a situation arises.

VI. Non-Participation in Insurance.

Program Member acknowledges and understands that this Agreement is not an insurance plan, and not a substitute for health insurance or other health plan coverage (such as membership in an HMO). It will not cover any services provided outside of the Practice. You acknowledge that the Practice is not responsible for any medical bills that you incurred outside of the Practice, even if the Practice has referred you to such services. The Membership Plan will not cover hospital services, emergency room visits, urgent care facility visits, appointments with other providers, specialists, radiology, lab tests by outside companies, durable medical equipment, or any services not listed under Membership Services. You acknowledge that Practice has advised you to obtain and retain health insurance in good standing for your personal use. **Program Member acknowledges that this Agreement is not an insurance plan, nor is intended to replace any existing or future health insurance coverage.**

VII. Communication Outside the Office.

- (a) Privacy. The Program Member will be provided with methods to contact the Physician via phone, email, and other methods of secured electronic communication. You acknowledge that communications with the Physician using e-mail, text messaging, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communication for sending or receiving sensitive personal health information, and acknowledge that e-mail and text messages are transmitted over a public network that may be intercepted, altered, forwarded, or used without authorization or detection. Further, e-mail and text message senders can easily type in the wrong address, and therefore, be received by an unintended recipient. As such, by signing this Agreement and when communicating with the Practice via e-mail or text message, you

understand and accept the risks of communication in this manner. You acknowledge that conversations over certain communication platforms are highlighted as preferable based on higher levels of data encryption, but many communication platforms, including e-mail, may be made available to the Program Member. If you wish to send e-mail or text communications to the Practice and receive e-mail or text message responses, the Practice will take all reasonable steps to keep communications confidential and secure. If the Program Member initiates a conversation in which the Program Member discloses Protected Health Information (“PHI”) on one or more of these communication platforms, the Program Member has authorized the Practice to communicate with the Program Member regarding PHI in the same format.

(b) Responses. You agree that if you do not receive a response to an e-mail message, cell phone message, or text communication within 12 hours, you agree to use another means of communication to contact the Practice. Furthermore, you agree that in the case of a medical emergency, you will call 911 or proceed to the nearest emergency facility. Neither the Practice, Eric McDougle, nor any other provider(s) associated with the Practice will be liable to you for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to you as a result of technical failures, including, but not limited to: (i) technical failures attributable to the internet or cell phone service provider; (ii) power outages; (iii) failure of electronic messaging equipment or failure to properly address email or text messages; (iv) failure of the Practice’s computers or computer network, or faulty telephone or cable data transmission; (v) any interception of e-mail or text communications by a third party; or (vi) your failure to comply with the guidelines regarding use of e-mail, cell phone, and text communications outlined in this section.

[(c) Program Member Portal. A personalized Program Member portal has been provided to you by third-party provider, Spruce, for protected and sensitive information. It is an encrypted, internet-based portal that is highly regulated and secure. You will be provided with your own personal login information that is not to be shared with anyone. The Practice will not provide your personal login information to anyone without your direct written consent. If you are the legal guardian of a child, his/her login will be given only to the court ordered legal guardian.]

VIII. Miscellaneous.

(a) Office Hours. The Practice provides ongoing primary care, not emergency care. Practice recommends making an appointment at least 24-hours in advance. [The Practice is available during the office hours of 9:00 A.M. EST and 5:00 P.M. Monday through Thursday and Friday 9:00 A.M. to 2:00 P.M. EST (“Office Hours”). Membership **does not** guarantee after-hour visits, which are in-person visits during national holidays, weekends, or evenings (after 5:00 P.M. EST). Hours may be subject to change. Practice provides access to the provider during after-hours through alternative methods of communication, including secured telemedicine messaging, and secured e-mail messaging.]

(b) Acceptance of Program Members. Practice reserves the right to accept or decline Program Members based upon our capability to appropriately handle the Program Member’s primary care needs. We may decline new Program Members because the Physician’s panel of patients is full (capped at [500 Program Members or fewer]), or because the Program Member requires medical care not within the Practice’s scope of services.

(c) Independent Medical Judgment. Nothing in this Agreement shall be deemed to influence or construed to influence or affect Provider's (or assigned back-up provider's) independent medical judgment on Program Member's behalf.

(d) Severability. If for any reason, any provision of this Agreement shall be deemed, by a court of competent jurisdiction, to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the Agreement shall not be affected, and that provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law, and in its modified form, that provision shall then be enforceable.

(e) Assignment. This Agreement, and any rights Program Member may have under it, may not be assigned or transferred to another individual.

(f) Entire Agreement; Amendment. The Parties understand that this Agreement represents the entire agreement of the Parties and supersedes all prior agreements and understandings between the Parties regarding the subject matter hereof. This Agreement may only be amended by a written agreement signed by the Parties. Program Member acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Program Member also acknowledges that he/she has read and understands the Agreement and the terms and conditions contained herein.

(g) Notices. Any communication reburied or permitted to be sent under this Agreement (other than regular Program Member communication) must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address listed on the signature page. Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. Any changes in address will be communicated to the Parties according to this Section.

(h) Governing Law; Waiver of Jury Trial; Arbitration. This Agreement shall be governed and construed under the laws of the State of Florida, without regard to conflict of law principles. **The Parties intentionally and voluntarily waive any and all right to a trial by jury in any legal proceeding arising out of this Agreement or the services contemplated hereby.** Any dispute between Program Member and the Practice or a respective affiliate and agent arising under or relating to this Agreement shall be resolved exclusively by arbitration in Pinellas County, Florida, before a neutral arbitrator, under the auspices of the American Arbitration Association, in accordance with its current Expedited Rules and Procedures for Commercial Arbitration. Any award rendered pursuant to such arbitration shall be final and binding upon the Parties, and judgment upon the award rendered by the arbitrator shall be entered in any court having jurisdiction over the parties. Each party shall bear its own costs and attorneys' fees in connection with any such arbitration.

IX. Program Member Understandings (initial each):

- _____ This Agreement is for ongoing primary care and is NOT a medical insurance Agreement.
- _____ I do NOT have an emergent medical problem at this time.
- _____ In the event of a medical emergency, I agree to call 911 first.
- _____ I do NOT expect the practice to file or fight any third party insurance claims on my behalf.
- _____ I do NOT expect the practice to prescribe chronic controlled substances on my behalf. (These include commonly abused opioid medications, benzodiazepines, and stimulants).
- _____ In the event I have a complaint about the Practice, I will first notify the Practice directly.
- _____ This Agreement (without a “wrap around” compliant insurance policy) does not meet the individual insurance requirement of the Affordable Care Act.
- _____ I am enrolling (myself and my family if applicable) in the practice voluntarily.
- _____ I may receive a copy of this document upon request.
- _____ This Agreement is non-transferable.

[Signature Page Follows]

Program Member Name: _____

Date of Birth: _____

Address: _____

Phone: _____

E-Mail: _____

Emergency Contact: _____

Relationship: _____

Address: _____

Emergency's Phone: _____

This Agreement is accepted on behalf of Practice, McDougle Medical, LLC:

By: _____
Eric McDougle, PA-C, Owner

Date: _____

This Agreement is accepted by Program Member:

Signature: _____

Printed name: _____

Date: _____

This Agreement is not health insurance and the primary care provider will not file any claims against the patient's health insurance policy or plan for reimbursement of any primary care services covered by the agreement. This agreement does not qualify as minimum essential coverage to satisfy the individual shared responsibility provision of the Patient Protection and Affordable Care Act, 26 U.S.C. s. 5000A. This agreement is not workers' compensation insurance and does not replace an employer's obligations under chapter 440.