

## **DIRECT PRIMARY CARE MEMBERSHIP AGREEMENT**

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

### **1. Direct Primary Care Services.**

(a) Membership Services. In exchange for the Monthly Membership Fee (as defined below), the Practice agrees to provide to the following services to you (the “**Membership Services**”): (1) Primary care office visits during office hours; (2) Chronic disease management services; (3) Urgent care/illness office visits during Office Hours and upon availability after-hours; (4) Comprehensive annual physical exam; (5) Access to the Practice via office visits, telemedicine, e-mail, patient portal, and/or other secured communication; (6) Well Women Exams; and (7) Laboratory and Imaging Reviews. The Monthly Membership Fee only covers the Membership Services provided by the Practice, through Brett Levine, D.O. (“**Dr. Levine**”) and/or Alex Bugg, D.O. (“**Dr. Bugg**”) as the primary physicians for the Practice (Dr. Levine and Dr. Bugg are each referred to herein as a “**LevMed Physician**” and collectively as the “**LevMed Physicians**”).

(b) Workers’ Compensation Excluded. Membership Services **do not** include Workers’ Compensation claims, including, but not limited to, completing paperwork for submission, processing claims for submission, or any other required administrative submission required under a Workers’ Compensation arrangement.

(c) 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.

### **2. 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 4 below.

(b) Renewal. This Agreement shall automatically renew each month until terminated by either Party, as provided in Section 4.

### **3. Fees.**

(a) Enrollment Fee. Program Members enrolling for membership will pay a one-time, nonrefundable enrollment fee of seventy-five dollars (\$75.00). Full-time college students with a valid college identification card and e-mail address may qualify for a fee waiver, subject to verification.

(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 11–17 (with proof of prior vaccinations): \$80.00/month
- (ii) Ages 18–39: \$100.00/month
- (iii) Ages 40–64: \$125.00/month
- (iv) Ages 65+: \$150.00/month

(c) Fee Changes. Practice has the right to change the Monthly Membership Fee and Ancillary Service Fees (as defined below) upon providing 30 days’ written notice to the Program Member before such fee changes are enacted.

**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.**

(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 10 days of 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 \$50.00 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 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; and (6) medical marijuana consultations and recommendations (for qualified Program Members). Ancillary Services are available upon request or professional recommendation and charged on a per service basis (the “**Ancillary Services Fees**”). Practice will make the Ancillary Services Fees available to Program Member and explain the charges associated with the Ancillary Services before they are provided. Program Member must pay the applicable Ancillary Services Fees for any and all Ancillary Services received.

#### **4. 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) Should either Party terminate the Agreement, Practice shall offer to refund Program Member a prorated amount of the pre-paid Monthly Membership Fee that corresponds to the date of Termination.

(e) If Program Member leaves the Practice but decides to rejoin later, Program Member may be subject to a nonrefundable reinstatement fee of one-hundred and seventy-five dollars (\$175.00).

## 5. **Coverage.**

Membership Services will be provided to you by a LevMed Physician. From time to time, due to vacations, sick days, and other unforeseen situations, Dr. Levine and/or Dr. Bugg may not be available to provide the Membership Services. Dr. Levine and Dr. Bugg will make every reasonable effort to address the needs of the Program Member in a timely manner but cannot guarantee availability. Dr. Levine or Dr. Bugg may direct you to a LevMed Physician who is "covering" during his absence. The applicable covering LevMed Physician will make every effort to notify you when such a situation arises.

## 6. **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.**

## 7. **Communication Outside the Office.**

(a) **Privacy.** You will be provided with methods to contact the applicable LevMed Physician via phone, email, and other methods of electronic communication. You acknowledge that communications with the LevMed 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” or “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 nor any LevMed Physician 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. As part of the Membership Fee, a personalized Program Member portal will be provided to you through a third-party provider (“**Portal**”) that can be used to communicate and transmit sensitive health information. The Portal is an encrypted, internet-based platform that complies with applicable state and federal laws on the privacy of Protected Health Information. To access the Portal, you will need to create a personal login 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.

## 8. 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 (Monday-Thursday 9-5, Friday 9-2). Membership **does not** guarantee after-hour medical care either in-person or via telemedicine during national holidays, weekends, or evenings outside set office hours. Practice provides access to the LevMed Physicians during after-hours through alternative methods of communication, including telemedicine applications, text messaging, and e-mail.

(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 applicable LevMed 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 applicable LevMed Physician’s scope of services.

(c) Independent Medical Judgment. Nothing in this Agreement shall be deemed to influence or construed to influence or affect a LevMed Physician’s (or assigned medical 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 notices required 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 registered or certified mail, or transmitted by electronic mail transmission (including PDF), to the Party to whom such notice or communication is directed. Note to Program Member shall be sent 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, or (iii) 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.

(i) Waiver. No waiver of any breach of or failure to perform hereunder, any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further and continuing waiver of any such breach or failure to perform hereunder, term, provision or condition of this Agreement. No waiver shall be valid unless in writing and signed by the Parties.

**9. 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.

**[Signature Page Follows]**

Program Member Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**This Agreement is accepted on behalf of Practice, Levmed, LLC:**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Print Name and Position

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

**This Agreement is accepted by Program Member:**

\_\_\_\_\_  
Signature

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

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

This Agreement is not health insurance and the primary care providers 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.