

## **Doc Health Membership Agreement**

Doc Healthcare, PA (DBA “Doc”) offers participating members the opportunity to receive certain amenities and features, as described below. This Doc Health-Member Agreement (“Agreement”) describes the terms and conditions under which Doc shall deliver such amenities to the undersigned Member (“Member”) receiving Doc Health Amenities. (Doc and Member are each individually referred to as “Party”, or collectively as “Parties”).

Doc Health offers personalized primary health and wellness services, to assist member in achieving individual wellness goals. Doc Health does not accept any form of health insurance and/or Medicare (“Plan”). In consideration for the timely payment of the fees described below, Doc Health connects Members with the following services (“Amenities”):

- Health Exams
- Home or office visits
- Well-Child Checks
- Convenient appointment scheduling
- Virtual Visits
- Physicals/Wellness checks as medically directed or necessary
- Common Point of Care testing including Rapid Strep, Flu Test, etc.
- Discounted laboratory services needed for diagnosis or other reasons deemed necessary by Medical Staff
- Minor wound care
- Specialist Consultations
- Primary care services done either Virtually or in person

### **SERVICES AVAILABLE FOR ADDITIONAL FEES:**

Wound care is also available including wounds needing closure with suture, staples, or skin adhesive. IV Fluids are available as well, when deemed necessary by the Medical Staff. Visits such as Functional Medicine Visits, Women’s Annual visits (needing GYN exam), Cognitive Decline Assessment, splinting, and visits lasting more than 30 minutes are considered Tier 3 visits. All of the above, including all Tier 3 visits, are provided at a rate of \$100.00 per occurrence. Tier 2 visits are provided at a rate of \$50.00 per occurrence.

## **SERVICES NOT PART OF THE AMENITIES:**

Hospitalizations or hospital care, X-rays, emergency room visits, prenatal or obstetrical care, surgery, specialist office visits, cosmetic services, pediatric vaccinations are not part of the Amenities. Vaccinations may require additional format and added fees. Amenities are covered by Doc Health Membership Fee, discussed below. Member must never submit a request for reimbursement for Doc Health Fee to Medicare. Provider partners have voluntarily opted out of Medicare. If Member is Medicare-eligible, Member is entitled to receive medical services covered by Medicare from a Medicare participating physician, but is voluntarily electing to contract with Doc Health for the Amenities and essential primary care.

## **DOC HEALTH IS NOT AN INSURANCE PLAN:**

Doc Health is not an insurance company or plan governed by the Texas Department of Insurance, but a discounted service program, and does not promise unlimited care in exchange for Doc Health Fee as defined below. Doc Health presumes that Member has health insurance that provides health care coverage for services not covered by Doc Health Fee. Participation in Doc Health does not meet any individual health benefit plan mandate that may be required by federal law and the Member is not entitled to health insurance protections for consumers as provided by the Texas Department of Insurance or state laws/regulations. .

## **DOC HEALTH FEE FOR AMENITIES:**

Doc Health fees for Amenities (“Doc Health Fee”) are as follows:

For Individuals/Families:

- \$90/month per member (\$75/month per student)
- \$315/month for family of 4 or more\*

For businesses:

- \$75 per employee
- \$150 for employee + spouse OR employee + kids
- \$250/month for employee + family

\* - For a Family plan, no more than 2 adults are allowed (adult is anyone over the age of 18).

Any adults over the limit of two need to have their own individual membership unless specifically approved by Doc Healthcare.

Doc Health reserves the right to adjust Doc Health Fee monthly with advanced notice from Doc Health to Member.

Participation in Doc Health is personal to each individual accepted into Doc Health, and may not be assigned.

Appointments must be pre-scheduled and are subject to Physician availability. Services are limited to those typically provided by Doc Health which are within the range of services provided by it.

#### **DOC HEALTH TERMINATION:**

Either Party may terminate this Agreement at any time for any reason with thirty (30) days' prior or written notice. If Member provides notice to terminate this Agreement, Doc Health will charge Member's card for the final month and no refunds are given.

Doc Health may also terminate this Agreement at any time with less than thirty (30) days' notice should Member: 1) fail to timely pay Doc Health Fee or statements for health care services provided; or 2) violate Doc Health's policies or instructions. If Member subscribes to Doc Health's Amenities after termination and Doc Health accepts Member, Member shall pay a \$300 reinstatement fee. Acceptance back into Doc Health is at the discretion of Doc Health.

Participation in Doc Health may be limited to a select number of participants in order to preserve and retain the personal private character of health care services provided, and Doc Health retains sole rights regarding Member participation and services, and Doc Health reserve the right to decline to renew any annual enrollment. In the event Member fails to timely pay the amounts due Doc Health Doc Health may suspend services to Member

#### **DOC HEALTH FEE PAYMENT OPTIONS:**

Doc Health requires that all participating Members keep a credit, debit card, or direct debit information on file. Doc Health will automatically charge Members Doc Health Fee amount each month, or annually in advance, if Member prefers.

Payment of Doc Health Fee indicated above shall be charged monthly to the credit or debit card, or bank account, on the day of enrollment by Member and the same day of each month following.

Member authorizes Doc Health to charge any Doc Health Fee to Member's credit or debit card or bank account, until such authorization is revoked by Member or this Agreement is terminated. Absent contrary instructions, Member authorizes Doc Health to use Member's credit/debit

card, or bank account for the payment of any additional fees for professional services or co-pays.

As a courtesy, Doc Health may, upon Member's request, provide Member with a document that outlines the medical services Doc Health provided so that Member may submit it to Member's Plan for reimbursement (other than Medicare). There is no guaranty that Doc Health's invoices will be reimbursed in whole or in part by Plan.

Member will never submit any Doc Health Fee or any other fees or statements from Doc Health to Medicare for payment or reimbursement.

Member, or Member's legal representative, acknowledges that Member is not currently in an emergency or urgent health care situation and is not seeking urgent or emergency care at this time. If Doc Health determines otherwise, it reserves the right to decline to provide services or at its option may charge its prevailing rate for such services.

Member, or Member's legal representative, agrees not to submit a claim to Medicare or to ask Doc Health to submit a claim to Medicare for any of Doc Health's services.

Member, or Member's legal representative, enters into this Agreement with the knowledge that Member has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and Member is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other physicians or practitioners who have not opted out.

Member, or Member's legal representative, acknowledges that a copy of this agreement has been made available to Member

#### **ADDITIONAL MEMBER ENROLLMENT TERMS:**

Member's participation with Doc Health is complete once Member acknowledges they agree with this agreement through and once Doc Health receives Member's initial Doc Health Fee payment. This Agreement is governed by the laws of the State of Texas, without application of choice-of-law principles.

**\*\*If Functional Medicine Services are utilized after becoming a health plan member, that member is required to continue membership with doc for a minimum of 12 months from date of initial payment. If termination is requested or performed before this 12 months, the member is to be charged the difference based on the monthly membership fee at that time (12 X monthly fee - number of months paid X monthly fee).\*\***

This Agreement replaces and supersedes all prior agreements between the Parties.

This Agreement may not be modified absent a writing signed by Member and Doc Health's authorized representative. If any term of this Agreement is deemed invalid or in violation of any law or policy, the remaining terms of this Agreement shall remain in full force and effect. This Agreement constitutes the sole and only agreement of the

parties hereto relating to the subject matter hereof and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This instrument constitutes the sole and only agreement of the parties hereto relating to the subject matter hereof and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. In the event of a dispute, Doc Hydro retains the right to interpret any Plan stipulations. Further, Member agrees that in the event a dispute regarding the provision of services, that Doc Health 's maximum liability shall be limited to refund of the pro-rated monthly fee.

**\*Doc Health can only service patients in our immediate areas of operation, the scope of which shall be determined by Doc Health. Anyone living outside of this area may travel into this area to be seen under the same conditions as above.**

**\*Doc Health reserves the right to cancel a provider visit due to conditions deemed unsafe by the Provider servicing that appointment. The patient will be notified and an alternative option will be provided.**