



MD 2.0, LLC MEMBERSHIP AGREEMENT

This Membership Agreement ("Agreement") specifies the terms and conditions between MD 2.0, LLC, a Florida limited liability company ("Practice"), located at 601 University Drive, Suite 201, Jupiter, Florida 33458 and _____, (hereinafter "Member" or "Patient"), under which the Member may-participate in Practice's Membership Program, effective as of the date set forth at the end of this Agreement. This Agreement shall serve as authorization for treatment, discharge of duties, release of liability, payment, consent for release of medical records/health information, and healthcare/ wellness agreement.

1 Membership Plan Benefits

- Personalized Healthcare
- Continuous access to trained medical personnel
- Minimal waiting time for appointments
- Same day appointments with separate phone line access
- Assistance in handling medical needs while traveling
- Coordination of care with specialists both in and out of state
- Blood draws in office to the extent not covered by Member's insurance
- EKG in office to the extent not covered by Member's insurance
- Yearly wellness visit and physical

The Member acknowledges that the amenities offered to Members are not covered by insurance plans and are not reimbursed by the Member's insurance and/or other health plans (including Medicare). Member also acknowledges that he/she desires to contract and pay for these additional benefits only available to Members.

2 Term/ Renewal/Membership Fee

Each Member shall pay a membership fee (the "Membership Fee") to Practice for the term in the appropriate amount. The annual Membership Fee covers a period of one year (12 months) from the date the Member signs this Agreement and the Member's membership will be automatically renewed by Practice as a charge upon the Member's credit card on file with the Practice. While Membership is being contracted for and guaranteed now, the effective starting date of the Membership will be February 9, 2015.

Member's failure to pay the annual Membership Fee within thirty (30) days of the anniversary of the expiration date will result in automatic termination of the membership and lost benefits associated with the Program. Practice may increase the annual Membership Fee at its sole discretion after notice to the Members.





3 Termination of Membership

A Member shall have the ability to terminate his/her membership at any time. However, a Member shall only be entitled to a refund in the following circumstances: (i) termination results from the inability of Practice to continue to make its services available to the Member; (ii) termination is effected under Section IX below as a result of a change in laws or interpretation thereof; or (iii) either Party elects to terminate this Agreement by providing six (6) months' notice to the other Party. In any such event, the terminated Member will be entitled to a refund of a prorated portion of the Membership Fee paid by the Member for the term. Refunds are not available for newly hospitalized patients or acutely ill patients, regardless of the duration of their treatment or whether a wellness exam has been performed. Practice has the right not to accept this Agreement and to return a potential Member's payment within fifteen (15) days of submission.

Practice also reserves the right to cancel any Membership for cause, including: non-payment; any issues regarding repeated non-compliance with medical care policies; any threats to staff, physicians or other patients (verbal or physical) or to Practice's property.

4 Membership Services Descriptions

In addition to the Membership Benefits listed in Section V above, the following services are included in a membership with Practice:

- **Same Day Appointments/Consultations.** Each member is guaranteed the ability to be evaluated by Dr. Poncy or Dr. Lubarsky (a "Practice Physician") or by a covering concierge physician within 12 hours. If it is an emergency then a Practice Physician will see the member immediately or send him/her to the ER.
- **24/7 Availability.** A Practice Physician will be continuously available by direct cell phone at a number provided by Practice. If all Practice Physicians are out of town, Practice will arrange coverage with a local concierge physician.
- **Annual Executive Practice Physical Exam.** A Practice Physician will provide each Practice member with an annual preventative wellness exam to the extent not covered by Member's insurance.
- **Automatic Reminder.** Practice Medical Care will provide members with telephone reminders regarding appointments.





5 Excluded Medical Services

The annual membership fee covers only the services listed above. In the case where healthcare services excluded from the annual membership fee are provided by Practice, the Member and/or the Member's insurance carrier(s) will be financially responsible for these charges including co-payments and deductibles.

Member also acknowledges that: all labs, X-rays, and other medical services not provided for under this Agreement are performed by outside independent entities. Member acknowledges and agrees that Practice, its physicians, employees and agents are not liable for any laboratory errors or problems arising from interaction with an independent medical Practice and/or facility.

Further, Patients will still be responsible for any additional fees incurred for any services not rendered under the above Membership Plan, including but not limited to: allergy testing, interpretation of blood work (whether drawn in the office or not), diagnostic testing, specialist appointments, prescriptions, hospitalizations and surgeries.

6 Independent Medical Judgment

Practice's physicians shall retain full discretion to exercise his professional medical judgment on behalf of each Member. Nothing in this Agreement shall be deemed or construed to influence or affect his independent medical judgment on behalf of a Member.

7 E-mail Communications

A: The Member authorizes Practice to communicate with the Member by e-mail regarding the Member's personal health information (as such term is defined by the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations) (personal health information is known as "PHI") at the Members e-mail address shown on the signature page of this Agreement.

B: The Member acknowledges and agrees that:

1. E-mail is not a secure medium for sending or receiving PHI and, in particular, if Member sends or receives e-mail through an employer's e-mail system, the employer has the right to review any such communications;
2. Although Practice will make reasonable efforts to keep e-mail communications among the Member, Practice (and their employees, agents and representatives) confidential and secure, Practice cannot assure or guaranty the confidentiality of e-mail communications;





3. In the discretion of the Member's physician, e-mail communications may be made a part of the Member's permanent medical record;

4. Member will not use e-mail for communications regarding emergencies, time-sensitive issues, or for communication regarding other sensitive information.

8 Notices

Any communication required or permitted to be sent under this Membership Agreement shall be in writing and sent via facsimile or via certified mail, return receipt requested, to the address of Member set forth below, or to Practice at the address set forth in the introductory paragraph. Any change in address shall be communicated in accordance with the provisions of this section.

9 Change of Law/ Governing Law

If there is a change of any state or federal law, regulation, or rule that affects this Agreement or the activities of either Party under this Agreement, or any change in the judicial or administrative interpretation of any such law or regulation or rule and Practice reasonably believes in good faith that the change will have a substantial adverse effect on either Party's rights or obligations under this Agreement, then Practice may terminate this Agreement or offer you an alternative agreement in its place.

This Membership Agreement shall be governed and in accordance with the law of the State of Florida, Palm Beach County.

10 Entire Agreement

The Parties agree and understand that this Agreement embodies the entire agreement between the Parties, the terms of which are expressly set forth herein.

There are no other additional promises, understandings or representations, oral or otherwise. This Agreement supersedes all other agreements between the Parties. This Agreement may be modified only by the written agreement of both Parties.

11 Severability

In the event any clause contained herein is determined to be unenforceable, it may be stricken from this Agreement, in part or in whole; however, the remaining clauses shall remain in full force and effect.





12 Assignment

Member shall not assign this Agreement to any other person. Practice may assign all of its rights and duties under the Agreement to any entity or Physician that Purchases all or substantially all of Practice's practice. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective successors and permitted assigns.

13 Waiver

The waiver by either Party of a breach or violation of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

14 Arbitration

Any controversy or claim arising out of or related to the Agreement, any Addenda hereto, or any breach thereof, shall be settled by mandatory binding arbitration in accordance with the rules and procedures of alternative dispute resolution and arbitration. Such arbitration shall be conducted before a single arbitrator selected jointly by the parties, or in the event the parties are unable to agree, designated by the American Arbitration Association ("AAA"). The award of the arbitrator may be enforced by any court having proper jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties. The arbitrator shall not be entitled to award punitive, consequential, exemplary, or similar damages. The costs of such arbitration (excluding the attorney's fees and costs of each of the parties) shall be shared equally by the parties. All other fees and costs, including attorney's fees, shall be the responsibility of the non-prevailing party. To the extent permitted by law, the Parties hereby jointly and severally waive any and all right to trial by jury in any action or proceeding arising out of or relating to this Agreement, or the obligations hereunder.

The Parties each represent to the other that this waiver is knowingly; willingly, and voluntarily given.

14 Consent to Participate in Membership Program

Each Member must complete and sign a consent form to effectuate membership. Member hereby acknowledges his/her decision to participate in Practice's Membership Program. Member has the right to review and/or decline to sign this Agreement or to consult with and/or seek care from a different doctor. Member has been advised that he/she may speak with the staff or the physician about this Agreement if he/she has any questions. Member's signature below indicates that he/she has read this Agreement completely and has either had all of Member's questions answered or acknowledges that Member understands it and does not need to speak to anyone before signing this form. Member understands that this is an important legally binding contractual agreement which may affect Member's rights or the rights of the individual on whose behalf Member is executing this contractual agreement. Member requests services from Practice in full agreement with and understanding of the above. Member is not relying on any oral representations by anyone employed by or affiliated with Practice in entering this Agreement and is signing of Member's own free will. Each undersigned Member agrees to the terms of this Membership Agreement, all of which are set forth herein. Practice has not made any promises, representations or guarantees except as set forth above.





Accepted by:
Practice

_____ Effective Date _____

By:

Patient name: _____

Social Security No.: _____

Date of Birth: _____

Phone Number:() _____

E-mail address: _____

Signature

Date

