



DIRECT PRIMARY CARE AGREEMENT

Direct Primary Care, also known as DPC, is a new and growing model of healthcare that benefits patients by providing substantial savings and a greater degree of access to, and time with, healthcare providers.

Temple Pediatrics, PLLC offers Direct Primary Care. Please read the following terms of this agreement. If you have any questions, please ask us and we will be happy to answer your questions.

Limits: There is a limit of twelve (12) visits per year; additional visits will be \$50 per visit.

Referrals: If you are referred to a specialist of any kind, the Temple Pediatrics, PLLC DPC program does not cover the cost of the specialist fees.

Privacy: You understand that the laws that protect the privacy and security of health information apply to telemedicine, and have received our Privacy Notice, which describes these protections in more detail.

Payment: Direct Primary Care at Temple Pediatrics, PLLC is only offered to patients who do not have health insurance and are considered self-pay. The law currently allows the use of HAS money to pay for medications, imaging tests, labs, etc. However, HSA funds cannot be used to pay for DPC membership fees. Our monthly membership fees are based on the patient's age. Monthly charges will be charged on a recurring monthly basis. We are always seeking ways to reduce costs for our patients and are continually working with you to determine the best way to save you money. Please review the payment key to determine which payment plan category is right for you.

Appropriateness of DPC visit: Your provider may determine that the services are not appropriate for some or all your treatment needs, and accordingly may elect not to provide DPC services to you through the site.

Use of the Services by Minors: The services are available for use by minors under 18 years of age, but the patient's parent(s) or legal guardian(s) must be responsible for all patients under the age of 18. If you register as the parent or legal guardian on behalf of a minor, you will be fully responsible for complying with these Terms of Use.

After hours: We know that illness and injuries don't always happen during office hours. If you just need to get in touch with us to order a medication refill or schedule our appointment, you can directly email our office anytime or leave us a voicemail. If you have a non-urgent question, but one that probably shouldn't wait until the next business day, members can send our provider a text message and expect a prompt reply.

Access Rights: We hereby grant to you a limited, non - exclusive, non transferable right to access the site and use the services solely for your personal non - commercial use and only as permitted under these Terms of Use and any separate agreements you may have entered with us ("Access Rights"). We reserve the right, in our sole discretion, to deny or suspend use of the site or services to anyone for any reason. You agree that you will not, and will not attempt to: (a) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (b) use the site or

services to violate any local, state, national or international law; (c) reverse engineer, disassemble, decompile, or translate any software or other components of the site or services; (d) distribute viruses or other harmful computer code through the site or (e) otherwise use the services or site in any manner that exceeds the scope of use granted above. In addition, you agree to refrain from abusive language and behavior which could be regarded as inappropriate, or conduct that is unlawful or illegal, when communicating with providers through the site. We strongly recommend that you do not use the services on public computers.

Ownership: The site and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Temple Pediatrics, PLLC, its licensors or other providers of such material and are protected by United States and

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international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. These Terms of Use permit you to use the site for your personal, non - commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our site except as generally and ordinarily permitted through the site according to these Terms of Use. You must not access or use for any commercial purposes any part of the site or any services or materials available through the site. Trademarks: Certain of the names, logos, and other materials displayed on the site or in the services may constitute trademarks, trade names, service marks or logos ("Marks") of Temple Pediatrics, PLLC or other entities. You are not authorized to use any such Marks without the express written permission of Temple Pediatrics, PLLC or other entities.

Extended Family Members: Almost all of the routine procedures our provider performs have no additional charge to members. There are a few exceptions, for more complicated labs and procedures. As a membership benefit, our provider will see sick or injured visiting family of members for a low one-time office visit fee based on the severity and time requirements of the visit. We understand that it's not fun to get sick or hurt when you're away from home.

Disclaimer of Warranties. You expressly agree that use of the site or services is at your sole risk. Both the site and services are provided on an "as is" and "as available" basis. Temple Pediatrics, PLLC expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to any warranties of merchantability, fitness for a particular use or purpose, non - infringement, title, operability, condition, quiet enjoyment, value, accuracy of data and system integration.

Indemnification: You agree to indemnify, defend and hold harmless Temple Pediatrics, PLLC, its officers, directors, employees, agents, subsidiaries, affiliates, licensors, and suppliers, harmless from and against any claim, actions, demands, liabilities and settlements, including without limitation reasonable legal and accounting fees ("Claims"), resulting from, or alleged to result from, your violation of these terms and conditions, or your lack of adherence with the medical advice or recommendation(s) of the provider.

Limitation of Liability. You understand that to the extent permitted under applicable law, in no event will Temple Pediatrics, PLLC or its officers, employees, directors, parents, subsidiaries, affiliates, agents or licensors be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of revenues, profits, goodwill, use, data or other intangible losses arising out of or related to your use of the site or the services, regardless of whether such damages are based on contract, tort (including negligence and strict liability), warranty, statute or otherwise. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

Cancellation Policy: You are required to give a 30-day notice of cancellation and must come to Temple Pediatrics, PLLC to sign the termination agreement. You can cancel at anytime after the initial 3-month minimum commitment.

Initial _____



Please initial that you understand the following:

DPC is not an alternative for health insurance. It is recommended that you have a plan that would cover you in the event of a catastrophic event.

I am required to have an annual in office exam with labs; Labs are at the member only rate.

After hours and weekend calls, text, and emails are to be in urgent/emergency cases only; Non-urgent matters, such as medication refills are to be done during business hours only; You are welcome to send an email at any time.

There is a 30-day cancellation Policy; You must come in to Temple Pediatrics, PLLC in order sign the termination letter in order to cancel the DPC program. You can cancel at any time after the initial 3 month commitment.

I will be charged at the member only rate for additional services such as injection, labs, procedures.

I, _____ (parent or guardian) the undersigned, certify that I do not have private or government health insurance of any kind and I am to be considered a self-paying patient.

I, the undersigned, certified that I am the person named below or his/her guardian, have reviewed and agreed with the above, and my signature below so confirmed.

Parent Signature/Guardian

Date

Parent Printed Name

Print Patient Name

Patient's Date of Birth

Card holder information:

Name on Card:

Card number:

Exp date:

CVC:

Billing Zip:

Initial _____