



BocaCare Concierge Medicine Membership Agreement

This Membership Agreement (the "Agreement") is entered into by and between BocaCare, Inc., located at 800 Meadows Rd., Boca Raton, Florida ("BocaCare") and the person(s) signing below (the "Member") and is effective as of the date signed by the Member below (the "Effective Date"), and this Agreement specifies the terms and conditions under which you, as the Member, will be enrolled to receive BocaCare Concierge Medicine Practice (the "Practice") Benefits and Services (the "Services").

1. **Personalized Benefits and Services.** The Services provided under this Agreement include the following:
 - a. **24/7 Direct phone access to Physician (and/or Practice)**
 - **Direct Access.** *Physician (and/or his/her Practice staff) will be available by phone on a Twenty-Four hour per day, seven days per week basis to address any issues you may have. You will provided with a phone number that provides access during office hours and after hours. **Always contact 911 first in the event of a potential emergency and only then, if possible, the Member (or his/her designee) should only contact the Physician.***
 - **Physician Absences.** *During the Physician's absence for any reason, the services of a substitute Physician will be available, and you will be given instructions as to how to contact the substitute physician. The substitute Physician will also be a Concierge Physician who will be available the same extent as your Primary physician, but may need to be contacted through an answering service rather than directly.*
 - b. **E-Mail Availability.** Subject to the conditions set forth in this Agreement you will have e-mail access to the Physician and Practice for non-acute and non-emergent inquires.

- c. **Referral/care coordination and scheduling assistance**
 - **Scheduling Assistance.** *Assistance is available in scheduling appointments with Specialists or Ancillary services on the Member's behalf.*
 - **Care Coordination.** *When appropriate, Physician will also personally communicate with Member's other medical providers to ensure coordination and continuity of care.*
 - d. **Preferred appointment scheduling during normal business days (Monday-Friday)**
 - **Calls or e-mails received by the office prior to noon.** *Every reasonable effort will be made to schedule an appointment with the Physician on the same day.*
 - **Calls or e-mails received by the office after noon.** *Every reasonable effort will be made to schedule an appointment with the Physician on the following normal office day.*
 - e. **Limited patient enrollment to assure Physician access.** *In order to ensure personalization of care, the practice size will be limited to no more than 450 patients, as opposed to the 2000-3000 patients in a traditional practice.*
 - f. **On-Time/minimal wait times.** *Diligent efforts to ensure patients are seen at or near their scheduled appointment times*
 - g. **Extended Appointments.** *Extended appointments times for all visits including: Routine follow ups, Annual Physicals, Pre-Op evaluation, and Medicare Wellness visits.*
 - h. **At least 30 minutes of personalized care for each appointment**
 - i. **Lifestyle counseling**
 - j. **Designated parking spaces**
2. **Membership Fee.** For the Services provided under this Agreement, you agree to pay BocaCare the membership fee set forth on the signature page of this Agreement. The membership fee is per individual person. Payments may be made by cash, check, or credit card and payments may be made annually or divided quarterly or semi-annually.



BocaCare Physician Network

BAPTIST HEALTH SOUTH FLORIDA

Concierge Medicine
670 Glades Road, Suite 300
Boca Raton, FL 33431
Telephone: 561-955-5847
Fax: 561-955-5846

3. Effective Date/Renewals/Termination.
 - a. Effective Date & Renewals. This Agreement will commence on the Effective Date and will extend for one year thereafter (the "Term"). Thereafter, the term will automatically renew for successive one (1) year terms unless terminated as set forth herein.
 - b. Termination. Either you or the Practice may terminate this Agreement at any time upon thirty (30) days' notice to the other party. The Practice reserves the right to immediately terminate the patient with notice for failure to pay their quarterly, semi-annual or annual membership fee.
 - If the Member terminates this Agreement for any reason during the Term, the Practice will refund the unused portion of your paid membership fee based upon the Services rendered through the date of termination. In the event you terminate this Agreement, the Practice reserves the right to not accept you as a patient in the future.
 - If the Practice terminates this Agreement for any reason during the Term, the Practice will refund to the Member the prorated portion of the paid membership fee based on the number of days left in the Term (or as applicable the payment term) as of the date of termination.
4. Affiliated Physicians. You understand and acknowledge that physicians participating in the this program may change from time to time and that from time to time certain Physicians may no longer be able to accept new members due to patient volume limits. If your designated Physician is no longer available for any reason, we will notify you of such unavailability and offer an alternative Physician or will refund the prorated portion of your paid membership fee upon your request.
5. Financial Responsibility/Medical Care Excluded From Concierge Services. The membership fee covers only the Services defined above, which are of a special and unique nature and are not services reimbursable by any third party payor. Neither

your Physician nor their staff will seek reimbursement from any third party payor or insurer for the Services. The Member(s), and their insurers, as applicable, will be financially responsible for payment for all medical care services rendered other than the Services described above, including any co-payments and deductibles. As a result, you are responsible for any health care services you receive that are not covered by your insurance. This Agreement is not a substitute for health insurance. You acknowledge that the Practice has advised you to maintain your health insurance policy to cover your health care costs. You acknowledge that this Agreement is not a contract that provides health insurance for you, and this Agreement is not intended to replace any existing or future health insurance you may carry.

6. E-mail Communications/Phones, Privacy and Security. You hereby authorize the Practice, including the Physician, to communicate with you via phone or e-mail using your e-mail address or phone number provided to the practice. The Practice will endeavor to send you only e-mails which are encrypted and contain the words [Encrypt] in the subject line. However, if you wish to send e-mail communications to and receive e-mail responses from the Practice, you acknowledge that your reply to an encrypted e-mail will not be encrypted and that e-mail communications you send are not a secure medium for transmitting your "protected health information" (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations). As such, you are advised not to send the Physician or the Practice any sensitive or protected health information and the neither the Practice nor Physician will be able to send you any sensitive or protected health information via unsecured e-mails. You further acknowledge the following:
 - a. All such e-mail communications may become part of your medical records.
 - b. E-mail is not an appropriate means of



communication for emergent and time-sensitive issues.

- c. If you do not receive a response to an e-mail message within two days, you agree to use other forms of communication to contact the Practice.
 - d. Neither the Practice nor the 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 any internet service provider, (ii) power outages, (iii) failure of any electronic messaging software or failure to properly address e-mail messages, (iv) misspelling or mistyping of e-mail addresses; (v) failure of the Practice's computers or computer network, or faulty telephone or cable data transmission, or (vi) any interception of e-mail communications by a third party.
7. **Consent.** You agree to execute all informed consent documents after you informed consent for the Services and for any Medical Care has been obtained.
 8. **Arbitration; Waiver of Class Action Rights.** *PLEASE READ THIS SECTION CAREFULLY, AS IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE AND PROVIDES FOR RESOLUTION OF DISPUTES THROUGH ARBITRATION INSTEAD OF COURT TRIALS AND CLASS ACTIONS. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT, USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, AND HAS LIMITED DISCOVERY. ARBITRATION IS ALSO FINAL AND BINDING AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT.*
 - a. Any past, present, or future claim, dispute, or controversy involving the Physician, Practice, their staff, BocaCare or any of their respective agents arising out of or relating to the Services and/or this Agreement, including the validity, breach, interpretation, formation, arbitrability, inducement, or enforcement thereof, shall be resolved exclusively through binding Arbitration before a neutral arbitrator in the Palm Beach County, Florida.
- b. Each party will reasonably participate in the process of choosing the neutral arbitrator, who shall have the exclusive authority to resolve any claim(s) between the parties under any legal theory, whether based in contract, statute, tort, fraud, etc. Arbitration shall be conducted through Judicial Arbitration & Mediation Services ("JAMS"), or another arbitrator if not arbitrable through JAMS. JAMS rules in effect at the time of filing, including its Expedited Procedures, will apply to the Arbitration and can be found at: www.jamsadr.com.
 - c. Arbitration shall be conducted only on an individual basis and not on a class or consolidated basis.
 - d. Either party may bring an individual claim in small claims court in lieu of Arbitration if the suit qualifies.
 - e. **THE PARTIES FULLY UNDERSTAND THAT THEY ARE INTENTIONALLY AND VOLUNTARILY WAIVING THEIR RIGHTS TO (1) GO TO COURT; (2) HAVE A TRIAL BY JURY; AND (3) PARTICIPATE IN A CLASS ACTION.**
 - f. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce, and the Federal Arbitration Act shall govern this agreement to arbitrate. The neutral arbitrator has the authority to award whatever relief would be available in court under law or in equity.
 - g. In the event of Arbitration, BocaCare will pay all costs related to the Arbitration; however, each party will pay its own attorneys' fees, if any. This agreement to



arbitrate shall survive termination of this Agreement.

9. **Entire Agreement; Severability.** This Agreement contains the entire agreement between the parties and supersedes any prior agreement (written or oral) between the parties. There are no promises or representations except as set forth herein. Member has not relied on any statements or representations other than those which are set out in this Agreement. If any provision of this Agreement, including the agreement to arbitrate, is declared to be unlawful or unenforceable, in whole or in part, then the remaining terms and provisions of this Agreement shall remain in full force and effect.

10. **Notices; Electronic Means.** Any communication required or permitted to be sent under this Agreement shall be in writing and sent via U.S. mail to the addresses set forth in this Agreement. Any change in address shall be communicated in accordance with the provisions of this section.

11. **Billing.** Initial payments are processed at the time of enrollment. Subsequent payments are charged quarterly, semi-annually or annually as elected by the Member.

12. **Amendments and Waivers.** This Agreement may only be revoked, altered, amended, or modified by the written agreement of both parties hereto. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the party against whom such waiver is sought. One or more waivers of any covenant or condition of this Agreement by any of the parties hereto shall not be construed as a waiver of any subsequent breach or of other covenants or conditions.

13. **Section Headings.** Any section, section title or caption contained in this agreement is for convenience only, and in no way defines, limits or describes the scope or intent of this Agreement or any of the provisions hereof.

14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to Florida's choice of law provisions, except as otherwise provided herein.

15. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute a single Agreement.

Membership Fees

Annual Membership Fee:	\$1800 per person
Semi Annual Membership Fee:	\$ 900 per person
Quarterly Annual Membership Fee:	\$ 450 per person



PLEASE SIGN AND RETURN THIS PAGE WITH YOUR PAYMENT PLEASE.

Membership Fees

Annual Membership Fee:	\$1800 per person
Semi Annual Membership Fee:	\$ 900 per person
Quarterly Annual Membership Fee:	\$ 450 per person

By my signature below, I confirm that I have fully read, understand, and agree to all the terms and conditions set forth in this Agreement.

Member _____
Print Name Signature Date

Aaron L. Klein, DO
BocaCare Concierge Medicine