Strada Healthcare's **Direct Primary Care Program Member Services Agreement**

Welcome to Strada Healthcare's direct primary care program for individuals, families and businesses. Strada provides a monthly membership program centered on creating a meaningful patient experience by caring and coaching patients to optimal health. Strada Healthcare conveniently coordinates high quality primary health care services for one low monthly fee.

This Member Services Agreement (the "Agreement") is entered into by and between you, the undersigned patient, and the undersigned Strada Healthcare affiliated provider (the "Provider"), effective as of the date of the Provider's acceptance. The parties agree as follows:

1. Scope of Coverage

Strada Healthcare's Providers offer a wide range of family primary care services. The primary care services covered under this Agreement include, but are not limited to:

- Acute care and chronic disease management
- Simple dermatology
- Treatment for depression, anxiety and other mood disorders
- School, sports and workplace physicals
- Sleep hygiene assessments and support
- Stress management
- Treatment of sprains, simple lacerations and minor injuries

- Weight management and health risk assessment
- Women's health, excluding mammograms
- Well checks for infants and children
- Preventative health care promotion and education
- Same-day or next-day appointments based on medical need.
- Communication with Providers through email, text, video, and phone

Strada Healthcare does not provide emergency care services. In the event of a lifethreatening medical condition, you should always call 911 or proceed to the nearest emergency department. Emergency department services and the costs for such services are not covered by this Agreement or your Strada Healthcare membership.

You acknowledge and understand that no out-of-office services are included under the Agreement. All services offered by Strada Healthcare Providers will be provided only in the office location of the applicable Strada Healthcare Provider selected by you.

2. Eligibility and Restrictions

Pre-existing medical conditions do not disqualify you from enrolling in Strada Healthcare.

Strada Healthcare services will not be provided to you before you have signed this Agreement, completed all necessary documentation for registration, your registration has been approved,

and the Agreement has been accepted by your selected Provider.

Due to regulatory restrictions, this Agreement does not cover services provided to those who are eligible for or enrolled in a government healthcare program, including but not limited to Medicare, Medicaid, TRICARE/CHAMPUS, the Veterans' Administration and Indian Health Service.

3. Monthly Membership Fees

- Adult (19 and older) \$99/month
- Spouse \$79/month
- Dependent Adult (19 through 26) \$79/month [To qualify as a Dependent Adult (19 through 26), such individual must live in the same household as the primary member under this Member Services Agreement.]
- Dependent Child (18 and younger) \$49/month (Children must be enrolled in a plan with at least one adult member.)

Note: there is a one-time registration fee of \$29 per person due at the time of enrollment.

4. Payment

You agree that your membership fees will be paid as selected below (check one):

By my Employer. By checking this box, you expressly authorize Strada Healthcare to periodically disclose to your employer the terms of your participation in this program for payment purposes.
By personal check paying for a minimum of one year in advance (i.e., 12 months). There will be a \$50 fee for any returned checks.
Via an Automated Clearing House (ACH), debit, or credit card transaction using the payment information provided during the electronic registration process found at www.stradahealthcare.com . Payment is due within 14 days of receipt of the invoice. ACH transactions declined due to insufficient funds and expired credit cards will result in an additional fee of \$50.

Failure to comply with payment terms may result in termination of your membership at the discretion of Strada Healthcare. Medical services will not be rendered for members with past due accounts.

5. Provider Selection

During the enrollment process, you will be able to select your Provider for primary care services to be received under this Agreement. By signing this Agreement, you are expressing your intent to enter into a direct provider agreement with the affiliated provider you selected. You acknowledge that in the event your selected Provider is temporarily unavailable to provide primary care services (for example, because he or she is ill, out of town, or providing emergency services to another patient,) another Strada Healthcare Provider will be made available to you. This Agreement will govern any primary care services performed by the Provider from which you receive such primary care services.

2

Strada Healthcare Providers may change from time to time and certain Providers may no longer be able to accept new members due to patient volume limits. Your Provider may also terminate his/her/its relationship with Strada Healthcare or with you for reasons allowed by law. If your selected Provider is no longer available to provide services to you under the program. Strada Healthcare will notify you within five (5) business days of becoming aware of the Provider's unavailability. You may then elect to terminate this Agreement and receive a refund of any prepaid fees on a pro-rated basis or select another available Provider to act as your new Strada Healthcare Provider.

6. Health Insurance

By signing this Agreement, you acknowledge and agree that the Agreement is not health insurance. Strada Healthcare and your Strada Healthcare Provider will not bill any health insurance carrier including, but not limited to, Medicare, for services covered under this Agreement. You will be responsible for any care which is not included in the agreement or not personally provided by a Strada Healthcare Provider. This agreement does not replace any existing or future health insurance or health plan coverage that you may carry.

7. Termination

This Agreement and your Strada Healthcare membership may be terminated by you at any time by providing written notice (mail or email) to Strada Healthcare at 105 South 90th Street, Suite 201, Omaha, Nebraska, 68114, attention: Lisa Fisher.

This Agreement and your Strada Healthcare membership may be terminated by Strada Healthcare, in its discretion for any reason, including, but not limited to non-payment of fees, by providing 30-day advance written notice to you. Such notice will be sent by email or regular mail to the address Strada Healthcare has on file for you. It is your responsibility to keep your contact information current and accurate.

If this Agreement and your Strada Healthcare membership is terminated during any period for which you have prepaid. Strada Healthcare will refund any unearned portion of your membership fee within 30 days of receiving notice of termination.

Re-enrollment in Strada Healthcare following termination for any reason, will require payment of any outstanding balance and a re-enrollment fee of \$29 per member. In special circumstances, Strada may, in its discretion, waive any re-enrollment fee.

8. Regulatory Requirements

By signing this Agreement, you acknowledge that the membership fees paid to Strada Healthcare are not medical expenses payable or reimbursable using a tax-advantaged savings account, such as a health savings account (HSA) or flexible spending account (FSA).

Strada Healthcare and its providers will maintain the privacy and security of your personal health information in accordance with the Health Insurance Portability and Accountability Act ("HIPAA"). Electronic communication through text message, email and the Internet is not the most secure medium for sending or receiving potentially sensitive personal health information. Although Strada has taken, and will continue to take, all reasonable steps to protect your

communications and personal information, the confidentiality of text, e-mail and Internet communications cannot be assured or guaranteed.

9. Miscellaneous

By signing this Agreement, you acknowledge and agree that this Agreement is written in a manner that is understandable and clear and that you have had a chance to review this agreement. You are signing this Agreement without the existence of any pressure or coercion from others and of your own free will. You further understand and agree that:

- You have the right to accurate, up-to-date and easy-to-understand information about Strada Healthcare programs and services.
- You have the right to know your treatment options and actively participate in your health care decisions.
- You have the right to a fair, expedient, and objective review of any complaint you may
 have against Strada Healthcare and its Providers by Strada Healthcare administrators. All
 suggestions and patient feedback should be directed to info@stradahealthcare.com.
- Strada Healthcare may add, discontinue or otherwise alter membership service offerings as necessary. You will receive written notice at least 60 days in advance of any fee or service charges.
- This Agreement may be executed in on one or more signature pages, each of which shall be deemed an original. When signed, all signature pages shall be treated as one signed agreement.
- This Agreement may be signed by electronic signature and the electronic signatures will bind you and the applicable Strada Healthcare Provider to this Agreement.
- An email response from your selected Provider that references this Agreement and accepts its terms shall be considered a valid and effective acceptance of this Agreement and shall bind your selected Strada Healthcare Provider.
- This Agreement contains the entire understanding between the parties with respect to your becoming a Strada Healthcare Member.

Strada Healthcare Member	Strada Healthcare Provider
Sign:	Sign:
Print:	
Date:	Date:
Strada Healthcare, Inc.	
Sign:	
Print:	
Date:	