

DRIVEN HEALTHCARE, LLC

Primary and Urgent Care Concierge Service Agreement

This Primary and Urgent Care Concierge Services Agreement (the “**Agreement**”), effective _____, 202_ (the “**Effective Date**”), governs the relationship between Driven Healthcare, LLC, a Texas limited liability company d/b/a Driven Healthcare Concierge Care Center (“**Provider**”), the undersigned patient (“**Primary Patient**”), and any of the Primary Patient’s family members identified on the Driven Healthcare Enrollment Form (the “**Enrollment Form**”) as of the Effective Date (“**Family Member(s)**”) (collectively, the Primary Patient and the Family Member(s) are hereinafter referred to as the “**Patient**”) for the utilization of the Services, as defined in this Agreement.

THE PRIMARY PATIENT UNDERSTANDS AND ACKNOWLEDGES, ON BEHALF OF THE PRIMARY PATIENT AND OF THE FAMILY MEMBERS, THAT THE PROGRAM OFFERED BY THE PROVIDER UNDER THIS AGREEMENT IS AN ANNUAL MEMBERSHIP PROGRAM AND DOES NOT CONSTITUTE THE PRACTICE OF INSURANCE OR RISK ALLOCATION.

Provider shall, at all times, have the sole and exclusive right to control the details of the performance of the Services. Patient shall neither have nor exercise any specific control or direction over the particular methods by which Provider performs the Services. Should the Provider determine, in its sole discretion that a Patient’s medical condition warrants treatment by a specialist, an emergency department, or if the Provider cannot adequately treat a Patient’s condition, then the Provider will not be required to and will not provide treatment. The Patient shall be solely responsible for the cost of any required medical transportation to another facility.

1. *Services and Payment; Commencement.*

1.1. Once the Provider accepts a Patient’s Enrollment Form and receives at least the first payment of the membership fees (“**Membership Fees**”) that correspond to the Patient’s membership level, as identified on the Enrollment Form, the Patient will be eligible to receive any of those services listed and described on Exhibit A, attached hereto, which are deemed by the Provider to be medically appropriate (the “**Services**”), up to the maximum number of annual visits allowed by the Patient’s designated membership level.

1.2. To the extent Patient exceeds the maximum number of annual visits allowed by the Patient’s designated membership level within a Term, services provided by Provider during each visit will be provided at the regular fee-for-service schedule amount (Exhibit B) and paid for in cash. Primary Patient acknowledges, on its behalf and on behalf of the Family Members that, to the extent Provider’s course of recommended care for Patient includes utilization of a particular service not included as a Service listed and described on Exhibit A, the service will be provided at the regular fee-for-service schedule amount (Exhibit B) and paid for in cash. Unused Services or visits, up to the maximum number of annual visits allowed by the Patient’s designated membership level within a term, do not

accumulate and do not roll over into the next Term.

1.3. The Services and Membership Fees may be amended from Term to Term; provided that the Provider will notify the Patient, or cause the Patient to be notified, in writing of any amendment(s) to the Services, Membership Fees and/or Membership levels (covering types of levels, such as Basic, Bronze, Silver, Gold and Platinum, or what is included within a level) at least two (2) weeks before the Term for which the amendment is to become effective.

1.4. In the event a Patient fails to remain current on payment of the Membership Fees, the Patient will not be eligible to receive any Services until the Patient becomes current on payment of the Membership Fees.

1.5. Any and all Services will be provided by the Provider at 2772 Stonebrook Pkwy Suite 100 Frisco, TX 75034 or alternatively under special circumstances, such as active COVID-19 infection, at 8668 John Hickman Pkwy Suite 502 Frisco, TX 75034.

1.6. Any notice required or permitted to be given under this Agreement will in writing and will be hand delivered, sent by certified mail with return receipt requested, or delivered by overnight courier service providing written proof of delivery, addressed as follows or to such other address as either party may designate by notice pursuant to this section:

**To Provider: Driven Healthcare, LLC
 8668 John Hickman Pkwy
 Suite 100,
 Frisco, TX 75034**

To Patient: Address Listed for Primary Patient on Enrollment Form

1.7. Patient may not assign or transfer this Agreement without the written consent of Provider.

2. *Term and Termination Policy*

2.1. This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year ("Initial Term"). This Agreement shall automatically renew for successive one (1) year periods (each renewal period defined as a "Renewal Term") unless (i) either party gives written notice to the other party at least thirty (30) days prior to the

expiration of the Initial Term or the then-current Renewal Term of its intent for this Agreement to not renew, or (ii) this Agreement is earlier terminated as provided herein. All references to the “*Term*” of this Agreement shall refer to the “*Initial Term*” and all “*Renewal Terms*.”

2.2. Only a Primary Patient, not a Family Member, may terminate this Agreement.

2.3. Notice of termination by Patient must be made by way of, and in accordance with, a designated Termination Form found on the Provider’s website www.drivenhealthcare.com

2.4. . Termination by the Patient is not effective unless and until the balance of the Membership Fees for the remainder of the Term are paid in full, unless waived in the sole discretion of the Provider.

2.5. Upon effectiveness of the termination of this Agreement, Patient shall no longer be eligible to receive Services that correspond to that Patient’s membership level. Notwithstanding the foregoing, Patient may still receive any service offered by Provider in accordance with the Provider’s regular fee-for-service schedule amount (Exhibit B).

2.6. Patient is not entitled to, and agrees to forego, his/her rights to a refund of any Membership Fees paid by the Patient in the event of termination of this Agreement by the Patient.

3. *Miscellaneous*

3.1. In the event a Patient has, in the sole discretion of the Provider, a life-threatening emergency while visiting the Provider, the Patient hereby gives consent to the Provider to make arrangements for the Patient’s emergency transportation to an appropriate healthcare facility or hospital. Such transportation and any resulting charges shall be paid by the Patient.

3.2. The Provider is not liable for or otherwise responsible for any damage to, or loss or theft of, the personal property of any Patient while receiving care by the Provider.

3.3. In the event that a government agency or quasi-government agency or entity challenges this Agreement or the Provider’s ability to provide the Services or collect any fees

thereunder, the Provider shall have the option to immediately terminate this Agreement, in its sole discretion.

- 3.4. No Patient is entitled to rely upon any promise, prior statement, representation, warranty, contemporaneous negotiations, understandings, prior written material, or other agreement that directly or indirectly relates to this Agreement which has not been stated in this Agreement. This Agreement may be changed only by a written amendment signed by the Primary Patient and the Provider.
- 3.5. The Agreement is governed by laws of the State of Texas. If any particular term, condition or provision of this Agreement is deemed invalid, it will not affect the other terms, conditions or provisions of the Agreement. The parties hereto shall submit all of their disputes arising out of or in connection with this Agreement to the jurisdiction of the state and federal courts in Collin County, Texas.
- 3.6. The failure of any party at any time to require performance of any provision in this Agreement does not affect the right at a later time to enforce that or any other provision. No waiver by any party of any condition, or of any breach of any term, covenant, representation, or warranty contained in this Agreement, in any one or more instances, is deemed to be a further or continuing waiver of that or any other condition or breach.
- 3.7. The provisions of this Agreement are solely between and for the benefit of the Primary Patient and the Provider, and do not inure to the benefit of, or confer rights upon, any third party.
- 3.8. Patient understands and acknowledges that, under the Program, Provider will not accept any form of insurance. Patient and Provider expressly understand and acknowledge that the provision of Services under this Agreement constitutes the establishment of a direct relationship between Patient and Provider without influence by guidelines, restrictions or contracts established by health insurance companies, health maintenance organizations, or hospital service organizations, the Medicare or Medicaid programs, or any other state or federal health care program or payor.**

The Primary Patient acknowledges, on behalf of the Primary Patient and the Family Member(s), that that he or she: (1) has reviewed and agrees to the entirety of this Agreement; (2) is of legal age and has the competency to knowingly enter into this Agreement; and (3) understands that he or she is obligated to honor all the terms, provisions and conditions stated in this Agreement.

DRIVEN HEALTHCARE

By: Carrie de Moor, MD, FACEP

Title: Managing Partner

Date: _____

PATIENT

Full Name: _____

Date: _____

EXHIBIT A
SERVICES

All the following are Services included within the Agreement (regardless of membership level):

- Prescription-only care
- Annual General Wellness Visit
- Comprehensive Metabolic Panel
- Rapid strep test
- Influenza
- Urinalysis
- Urine pregnancy test
- Urine drug screen test
- X-ray services
- Nebulizer treatment
- Intramuscular antibiotic
- IV Vitamin infusion- (Number dependent on plan)
- Minor procedures
- Annual EKG

The Services include an office visit with a medical professional (nurse, physician, etc), as needed, for the diagnosis and treatment of basic health care needs.

EXHIBIT B

Fee-For-Service Schedule

Urgent Care Self-Pay Pricing Schedule

Visit Type	Code	Patient Pricing	Service Provided
Level 1 – Exam Only	Level1	150.00	
Level 2 – Exam + up to 2 point of care tests. (rapid strep, UA, etc)	Level2	\$200	
Level 3 – Exam + XRay	Level3	\$230	
Level 4 – Exam + IM injections (TDAP, Tigan, etc)	Level4	\$250	
Procedure – minor laceration repair, sebaceous cyst drainage-packing, foreign body removal, nasal bleeding with packing, ear wax removal, toe nail removal, etc..	Level5	\$300.00	
High Acuity – Chest pain, EKG performed, fracture found, and care provided, shortness of breath eval including nebulizer, dehydration/including IV hydration	Level6	\$350	
Sports Physical	SPORTS	\$30	
Nurse Visit	NURSE	40.00	

IV Infusion Pricing Schedule

Myers Cocktail Lite	\$ 100.00
Myers Cocktail Regular	\$ 150.00
Myers Cocktail Plus'	\$ 250.00
Balance Life Cocktail	\$ 195.00
Desire	\$ 250.00
Skinny	\$ 200.00
Super C	\$ 175.00
Athlete Restore	\$ 275.00
Healing Plus	\$ 500.00
Immune Boost	\$ 175.00
Rehydrate	\$ 150.00
Eureka Mind	\$ 250.00
Stress Reliever	\$ 150.00
World Traveler	\$ 175.00
Beauty Queen	\$ 250.00
Hangover Horizon	\$ 220.00
NAD+	\$275-\$550
Carnitine	\$25.00
Vitamin B Complex	\$25.00
Selenium	\$25.00
Zinc	\$25.00
Lysine	\$25.00

Proline	\$25.00
Taurine	\$25.00
Biotin	\$30.00
Olympia's Mineral Blend	\$30.00
Alpha Lipoic Acid	\$40.00
Vitamin C	\$40.00
Glutathione	\$60.00
Vitamin B12	\$25.00
Vitamin D3	\$30.00
Toradol (Ketorolac)	\$40.00
Zofran (Ondansetron)	\$30.00

EXHIBIT C

Concierge Levels and Pricing

Basic Concierge Plan:

Price: \$250.00 Monthly per Enrolled Family

Included Services:

- 1 Urgent Care visit per month per family
- OR 2 Myers Vitamin IV treatments monthly
- Complementary Normotech compression therapy
- 10% discount on add-on treatments

Bronze Concierge plan:

Price: \$500.00 Monthly per Enrolled Family

Included Services:

- 2 Urgent Care visits per family
- PLUS 1 Myers Vitamin IV treatment per month
- OR 3 Myers Plus or Comparable IV treatments per month
- Additional 10% off cash pay rates for urgent care and IV therapy
- Complementary Normotech compression therapy

Silver Concierge Plan:

Price: \$1000.00 Monthly per Enrolled Family

Included Services:

3 Urgent Care visits per family

PLUS 2 Myers IV treatment per month.

OR 5 Myer's Plus or Comparable IV therapy per month

Unlimited Telemedicine consults during normal urgent care hours

Additional 20% off cash pay rates.

Complementary Normotech compression therapy

Gold Concierge Plan:

Price: \$1500.00 Monthly per Enrolled Family

Included Services:

5 Urgent Care visits a month per family

2 any level IV treatments monthly AND 3 Myer's IV treatment per month.

Unlimited Telemedicine medicine available including after hours.

Additional 30% off cash pay rates for Urgent Care and IV therapy.

Complementary Normotech compression therapy

Platinum Concierge Plan: By invitation only

Price: \$2500.00 Monthly per Enrolled Family

Included Services:

Unlimited urgent care visits for household

Any 3 IV treatments monthly including NAD+, PLUS weekly Myers IV treatment.

Weekly B12 injections.

Unlimited telemedicine including after hours.

Additional 30% off cash pay rates for urgent care and IV therapy.

Complementary Normotech therapy.

After hours care on call

ER physician as advocate in case of need for ER visit or hospitalization.