

## GI Membership Agreement

The GI Membership Agreement (the “Agreement”) is made and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (the “Effective Date”) by and between Prime Access, LLC a Florida limited liability company located at 1801 NE 123rd Street Suite 405 North Miami, FL 33181 (“Prime”), and \_\_\_\_\_ (“Member”). In consideration of the mutual promises and undertakings set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Prime agrees to provide Member with the Services described in the Agreement on the terms and conditions set forth below.

1. **Member Benefits and Services.** As a Member, you shall be entitled to the following non-clinical services designed to enhance your GI care experience (“Services”). These Services are supportive in nature and do not include the provision of clinical care, medical diagnosis, or treatment:
  - a. **Facilitated Access to GI Providers.** Members shall receive assistance with coordinating access to GI providers, including:
    - i. Appointment scheduling and logistical coordination;
    - ii. Non-clinical appointment reminders and communications;
    - iii. Dedicated phone line and text messaging during office hours; and
    - iv. General support in navigating provider availability and administrative requirements.
  - b. **Specialist Coordination Services.** Members shall receive support in identifying and arranging appointments with appropriate specialists, including:
    - i. Assistance locating in-network or preferred specialists;
    - ii. Scheduling support based on Member needs and preferences; and
    - iii. Coordination for virtual or telehealth appointments, when applicable.
  - c. **Third-Party Resource Navigation.** Members shall be supported in identifying and accessing non-clinical third-party resources, such as:
    - i. Health education, wellness, nutrition, and behavioral support programs;
    - ii. Non-diagnostic technology tools that promote health engagement; and
    - iii. Referrals to external providers, as appropriate, for services beyond the scope of this Program.
  - d. **Dedicated Member Support Services.** Members shall have access to a dedicated support team to assist with:
    - i. Questions related to the Program and its offerings;
    - ii. Troubleshooting scheduling or coordination concerns; and
    - iii. Ongoing non-clinical assistance to help streamline the Member experience.
2. **Membership Fee.** The fee outlined in Exhibit A, attached hereto (the “Membership Fee”), will be charged to Member for the Services provided by Prime.

**Health Services Excluded from Membership Fee.** The Membership Fee covers the cost of the Services; Member specifically acknowledges that the Services do not include any medical or clinical services whatsoever. Prime does not make any representations whatsoever that any fees paid under this Agreement are covered by Member’s health insurance or other third-party payment plans applicable to the Member. Nothing in this Agreement Supersedes or modifies the terms or conditions of any agreements related to Member’s health insurance.

3. **Term and Termination.** The term of this Agreement will commence on the Effective Date and shall remain in effect for an initial term of one (1) year (the “Initial Term”). This Agreement will automatically renew for successive one-year periods at the end of the Initial Term (each a “Renewal Term”), until terminated. This Agreement may be terminated as follows:
  - a. Member may terminate this Agreement at any time upon thirty (30) days prior written notice to Prime. Member will not be entitled to a refund of Membership Fee or a portion thereof.

- b. Prime may terminate this Agreement, at any time upon:
  - i. The occurrence of Member's breach of the Agreement if such breach is not cured within 10 days of Member's notice of such breach; or
  - ii. Member failing to pay the Membership Fee for a period of 30 days or more
  - iii. Prime may terminate this Agreement at any time upon thirty (30) days prior written notice to Member, and in such a case, Member will be entitled to a partial refund of Membership Fee.

**4. Insurance or other Medical Coverage.** Member acknowledges and understands that this Agreement is not an insurance plan and is not a substitute for health insurance or other health plan coverage. Member acknowledges that Prime has advised Member to obtain or keep in full force such health insurance policies or plans that will cover Member for general healthcare costs. Further, Member acknowledges that the Services provided pursuant to this Agreement are not covered by insurance.

**5. Communications.** Unless advised otherwise in writing, Member authorizes Prime staff and designees to communicate with Member by Electronic Communication regarding Member's protected health information ("PHI" as defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations) via Member's cell phone and/or email address shown on this Agreement. "Electronic Communication(s)" means communication via electronic means and includes but is not limited to email, text (SMS, MMS, Instant Messaging), and audio or video conference chat. Member acknowledges and agrees that:

- a. Electronic Communication may not be a secure medium for sending or receiving PHI;
- b. Although Prime and Prime staff will make reasonable efforts to keep Electronic Communication with Member confidential and secure, Member understands that they cannot assure or guarantee the confidentiality of Electronic Communication;
- c. Member will not use Electronic Communication for communications regarding emergency and/or urgent medical problems, or other time-sensitive issues. In the event of an emergency, or a situation in which the Member could reasonably expect to develop into an emergency, Member shall call 911 or proceed to the nearest emergency facility and follow the directions of emergency personnel;
- d. Member will not use Electronic Communication for communications regarding sensitive personal information. In such cases Member will call the designated phone number to communicate with Prime or its designee(s);
- e. Member agrees to receive and Prime may use Electronic Communications to provide Services, including billing, customer service, appointment reminders, or other administrative requests. The terms of the Mobile Privacy Policy of Exhibit B, which is hereby attached and incorporated into this Agreement, apply to mobile Electronic Communications under this Agreement. Message frequency varies. Message and data rates may apply.

**6. Terms of Usage.** Prime may designate, from time to time, certain Terms of Usage for Members as supplement to this Agreement by providing written notice to patients of such terms. In the event Prime designates any Terms of Usage, such terms shall control over conflicting terms in this Agreement.

**7. Severability.** If any part of this Agreement is ruled legally invalid or unenforceable by a court of competent jurisdiction, that part will be amended to the extent necessary to be enforceable, and the remainder of the Agreement will stay in force as originally written.

**8. Change of Law.** If there is a change in any state or federal law, regulation, rule or interpretation thereof which affects this Agreement or the activities of either party under this Agreement, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's

rights or obligations under this Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement.

9. **Notice.** Notices given pursuant to this Agreement will be sufficient if given in writing, and delivered by email to the following addresses:

If to Member: \_\_\_\_\_  
Member Email

If to Prime: primeaccesscare@pgsfl.net

10. **Assignment.** Member may not assign or transfer any rights or delegate any obligations under this Agreement.

11. **Entire Agreement; Amendment.** This Agreement, together with all applicable attachments, which are incorporated by reference, constitutes the sole and entire agreement of the parties, and supersedes all prior and contemporaneous writings, negotiations, or discussions relating to the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by each Party.

12. **No Waiver.** No failure or delay by either party in exercising any right or remedy under this Agreement will operate or be deemed as a waiver of any such right or remedy. The waiver of a breach of this Agreement will in no event constitute a waiver as to any other breach or prevent the exercise of any right under this Agreement.

13. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The state and federal courts in Florida will have jurisdiction over any claim brought under this Agreement, and the parties hereby consent to the personal jurisdiction of such courts. The parties agree that they shall attempt to resolve any dispute or claim arising under or in connection with this Agreement in good faith before initiating any formal legal action.

14. **Survival.** In the event of any termination of this Agreement, the warranties, representations, and confidentiality obligations of the Parties contained in this Agreement, as well as all payment obligations incurred prior to the effective date of the termination, will be deemed to survive such termination.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution by electronic or digital signature will have the same force and effect as execution of an original, and any such signature will be deemed an original and valid signature.

*(Signatures on following page)*

Member acknowledges that they have read this Agreement, understand it, and agree to be bound by all of its terms, conditions and provisions. The parties have executed this Agreement as of the Effective Date.

**PRIME**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMBER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **GI Membership Fee and Payments**

Membership Fee. The GI membership fee for the Program Services of two thousand two hundred dollars (\$2,200) per year which is due and payable annually as indicated on Member's invoice.

Member Initials: \_\_\_\_\_ Automatically deducted annual payment of \$2,200.

Unless the Agreement is not renewed, the Member will be billed the Membership Fee annually and the Member agrees to pay the full invoiced Membership Fee or authorize one of the automated payment methods as indicated, within 10 days after the date of invoice.

## **EXHIBIT B**

### **Member Mobile Privacy Policy**

1. **Information Collected.** Prime may collect information about Members, such as name, phone number, address, and email address.
2. **Use of Information Collected.** Prime may use the information it collects to perform Services, and related services including billing, customer service, appointment reminders, and other administrative requests.
3. **Sharing of Information Collected.** Prime may share information it collects with payment processors, legal authorities, and our partners so that Prime can provide Services and other tasks necessary to operate. Prime does not share, sell, rent, or trade any information provided with third parties for promotional purposes.
4. **Messaging.** Members can reply STOP at any time to opt out of SMS text messages from Prime. Members can also reply HELP at any time to receive help. Message frequency may vary. Messaging and data rates may apply. Prime will not share a Member's mobile information with any third parties for promotional purposes. All policies are followed as per CTIA guidelines 5.2.1. Members may request to remove their information by contacting Prime through email or regular mail.
5. **Contact.** Members can contact Prime for any privacy related questions at [primeaccesscare@pgsfl.net](mailto:primeaccesscare@pgsfl.net) or by regular mail.