

Simplicity Direct Care, PLLC Direct Practice Membership Agreement

This Direct Practice Membership Agreement (Agreement) is offered by Simplicity Direct Care, PLLC, a Washington professional limited liability company (Simplicity Direct Care) and will be entered into on the date signed (Effective Date) by the member patient (Direct Patient). Simplicity Direct Care and Direct Patient may be referred to collectively as (Party) or (Parties). If the Direct Patient is a minor individual, then this Agreement may be signed by the Direct Patient's legal guardian.

This Agreement is intended to comply with all relevant federal and Washington State laws regarding the subject matter of this Agreement, including but not limited to RCW 48.150 [Direct Patient-Provider Primary Health Care] and any rules promulgated by the Washington State Office of the Insurance Commissioner (Laws). If there are any material conflicts between this Agreement and the Laws, the Laws will prevail and the Parties agree to amend this Agreement so that it conforms to the Laws as currently enacted or new Laws or modifications of the Laws.

Words in (Parenthesis) are terms defined for this Agreement, or parenthetical expressions. Words in [Brackets] are references to articles or paragraph headers, or titles of statutes provided for ease of understanding.

RECITALS

- A. Simplicity Direct Care provides several different programs (Programs) of personalized primary care services as defined in RCW 48.150.010: "Primary care: means routine health care services, including screening, assessment, diagnosis, and treatment for the purpose of promotion of health, and detection and management of disease or injury" (Services). The Program(s) selected by the Direct Patient will be delivered in accordance with the terms of this Agreement, including the terms of the Program(s) chosen by the Direct Patient from time-to-time. If there is any conflict between the terms of this Agreement and the specific terms of any Program, the terms of the Program will prevail.
- B. Direct Patient, according to the terms of this Agreement, desires to contract with Simplicity Direct Care to obtain the Services described in this Agreement and the attached Program(s).

In consideration of the above preamble and recitals, and the mutual promises in this Agreement the Parties agree as follows:

AGREEMENT

DEFINITIONS. Throughout this Agreement, the following terms will have the following meanings:

1.1. Direct Patient will mean the individual (or individuals) specifically named below and documented on the appropriate Direct Patient Intake Form(s). If one or more minors, incapacitated persons or persons subject to a power of attorney are documented on the appropriate Direct Patient Intake form(s), then Direct Patient will include, jointly and severally, the parent, legal guardian, or surrogate decision maker of the Direct Patient.

1.2. Simplicity Direct Care will mean **Simplicity Direct Care, PLLC** together with any and all of its health care practitioners.

1.3. Program(s) means the specific Primary Care Service program selected by Direct Patient from time-to-time and added to this Agreement. The Program(s) currently available include the Program(s) listed immediately below in this Paragraph 1.3. (At the time of initial opening of Simplicity Direct

Care, there is only one program available for Simplicity Direct Patients, entitled "Comprehensive Primary Care") Simplicity Direct Care may change any element of a Program (including the Fees) at any time with respect to potential new Direct Patients or may change any Program that is in effect as often as one time per year with 60 day prior notice of the change to the Direct Patient.

a) Program 1: Comprehensive Primary Care

WHAT IS INCLUDED IN THE PROGRAM(S).

2.1. See Program 1 for a list of primary care services included in the Simplicity Direct Care Program(s). The scope of care provided for patients at Simplicity Direct Care is limited to those services that health care providers are licensed to provide set forth by the Washington Medical Commission as delineated in Chapter 18.71 RCW and Chapter 246-919 WAC.

WHAT IS NOT INCLUDED IN THE PROGRAM(S).

3.1 Provider may refuse to perform any service that she believes is outside the scope of her training or that provider believes, based on her professional training, to have risks to the patient that outweigh benefit. Certain services and supplies provided by Simplicity Direct Care may require a fee above and beyond the monthly Direct Fee and are not included in the recurrent, monthly fee of any program. Efforts will be made by Simplicity Direct Care to include any services or supplies that require a patient to pay an additional charge on the website and a current version is included in Appendix 1 of this document.

3.2 The patient will be notified that there is an additional fee prior to delivery of service, dispensation of goods or collection of sample for labs that require additional fees.

3.3 Monthly Direct Fees do not cover any costs, including, but not limited to: external lab fees, some on site labs, diagnostic testing or imaging, prescription or non-prescription medications, specialty medical care or hospital care, vaccines, or any other products or services not specifically described in the Program(s) that are included in Appendix 1 of this Agreement.

FEES

4.1. Direct Fees. In consideration for the Services provided, Direct Patient agrees to pay Simplicity Direct Care, the amounts set forth in each Direct Patient-selected Program attached to this Agreement. All fees and other charges will be billed and are payable on the same day as the Effective Date of each month for any month during which a Program is in effect. Direct Patient agrees that Simplicity Direct Care may charge their credit card, debit card or bank account monthly to collect the Direct Fees.

a) Direct Fees will be paid in advance each month on the same date as the Effective Date. The Direct Fees owed for the month of termination of this Agreement will be prorated by the number of days in the month prior to the termination date and any unearned Direct Fees will be returned to the former Direct Patient.

4.2. Fees for Additional Services. If Direct Patient requests and receives Services that surpass those described in any Program, Direct Patient agrees to pay Simplicity Direct Care at its standard rate for the Services provided. Additional Service fees and costs will be included in the regular monthly invoice and will be listed and updated regularly on the simplicityspokane.com website. A current list of Services for which there are additional fees is included in Program 1.

4.3. Costs. Direct Patient agrees to reimburse Simplicity Direct Care for any costs incurred by Simplicity Direct Care on behalf of Direct Patient for services or materials required to provide the Services included in the Program(s) (Costs). Prior to incurring any Costs, Simplicity Direct Care agrees to provide written notice to the Direct Patient of any costs and provide the option to the Direct Patient

of avoiding the costs. **PROVIDED THAT MEMBER PATIENT ASSUMES ALL RISKS OF HARM TO THE DIRECT PATIENT THAT MIGHT BE CAUSED BY AVOIDING THE COSTS AND DIRECT PATIENT INDEMNIFIES AND HOLDS SIMPLICITY DIRECT CARE HARMLESS FOR ANY HARM CAUSED BY AVOIDING THE COSTS AND FOR ANY FAILURE TO DELIVER THE PRIMARY CARE SERVICES TO WHICH THE COSTS WERE RELATED.**

REFUSAL OF SERVICE, TERM, AND TERMINATION

5.1. Refusal of Service. Simplicity Direct Care may decline to accept any individual as a Direct Patient, or to provide a particular Program to any individual, if:

- a) Simplicity Direct Care or the Program has reached its maximum capacity, or
- b) The Direct Patient's or prospective Direct Patient's medical condition is such that Simplicity Direct Care reasonably believes that it is unable to provide the appropriate level and type of health care services through a Program.
- c) The prospective Direct Patient has terminated a Direct Practice Membership Agreement with Simplicity Direct Care within the last 24 months.

Simplicity Direct Care will provide written notice of Refusal of Service, and opportunity to obtain care from another health care provider.

5.2. Term. This Agreement has an initial term of twelve (12) months, commencing on the later of the Effective Date, or the latest date of any Program signed by Direct Patient. After the initial term, this Agreement will automatically renew for additional one-year terms until either Party terminates the Agreement consistent with this Paragraph 3.

- a) Any Program can be added or terminated consistent with this Paragraph 3 without affecting any other terms of this Agreement or any other Program.

5.3. Termination of Agreement or Program by Simplicity Direct Care. Simplicity Direct Care may discontinue care under this Agreement or any Program if Simplicity Direct Care discontinues operation as a direct practice, or if, in the opinion of Simplicity Direct Care, in its sole and absolute discretion, the Direct Patient:

- a) Fails to pay any Fees or Costs owed under this Agreement, after more than 30 days from when the Fees or Costs were due;
- b) Has committed an act that constitutes fraud;
- c) Repeatedly fails to comply with the recommended treatment plan; or
- d) Is abusive and presents an emotional or physical danger to the staff or other patients of Simplicity Direct Care.

5.4. Termination by Direct Patient. Direct Patient may terminate this Agreement for any reason whatsoever, with or without cause, upon giving written notice to Simplicity Direct Care. Direct Patient agrees to pay a prorated portion of the Fees owed for the Program(s) for any partial months and will reimburse all Costs invoiced by Simplicity Direct Care.

NO HEALTH INSURANCE

6.1. Non-participation and Not Health Insurance. Direct Patient understands and acknowledges that Simplicity Direct Care does NOT participate in any private or government funded health insurance, PPO or HMO plans or panels, and that **THIS AGREEMENT DOES NOT PROVIDE COMPREHENSIVE HEALTH INSURANCE COVERAGE. IT PROVIDES ONLY THE SPECIFIC HEALTH CARE SERVICES DESCRIBED IN A PROGRAM SELECTED BY MEMBER PATIENT, MUTUALLY AGREED IN WRITING, AND ATTACHED TO THIS AGREEMENT.**

6.2. Direct Patient Responsible for Payments to Simplicity Direct Care. Direct Patient will not submit fees or costs for any specific Services to any federal or state government health care program (including Medicare, Medicaid, Tri-Care, Veterans Affairs, Federal Employee Health Benefits, etc.) for Services even if deemed to be a covered service under such third-party insurance plan, and acknowledges that neither Simplicity Direct Care nor its professionals will bill any private or government third-party health insurance plan for the Services provided to Direct Patient. **Direct Patient will, therefore, remain fully and completely responsible for payment to Simplicity Direct Care.**

6.3. Affordable Care Act and Workers' Compensation. This Agreement does not qualify as minimum essential coverage to satisfy the individual shared responsibility provision of the Direct Patient Protection and Affordable Care Act, 26 U.S.C. s. 5000A. This Agreement is not workers' compensation insurance and does not replace an employer's obligations under chapter 440.

6.4. Fees Submitted to Insurer. Direct Patient may submit Fees paid to Simplicity Direct Care under this Agreement to a private insurer and may request data from Simplicity Direct Care for this purpose. Simplicity Direct Care does not make any representation or warranty that any fees paid under this Agreement are covered by Direct Patient's health insurance or other third-party payment plans applicable to the Direct Patient. **Direct Patient hereby represents and warrants that Simplicity Direct Care has advised Direct Patient to either obtain or keep in full force such health insurance policy(ies) or plan(s) that will cover Direct Patient for general health care costs. Direct Patient acknowledges that this Agreement does not cover hospital services, or any services not personally provided by Simplicity Direct Care.**

PRIVATE CONTRACT. If Direct Patient signs up for Medicare during the term of this Agreement, then Direct Patient agrees that this Agreement will automatically terminate, unless Simplicity Direct Care has opted out of Medicare and Direct Patient signs a Private Contract in the form provided by Simplicity Direct Care. To the extent required by law, Direct Patient agrees to enter into a renewed Private Contract every two (2) years, as requested by Simplicity Direct Care.

COMMUNICATIONS. Direct Patient understands and agrees that the only secure methods of digital communication are via the secure patient portal with the Elation Electronic Health Record and through the encrypted Spruce app, when both provider and patient are communicating within the Spruce app. E-mail communications (outside of the secure patient portal), facsimile, video chat, instant messaging, and cell phone are not guaranteed to be encrypted, secure or confidential methods of communications. Direct Patient agrees that any communications made outside of the patient portal are made at Direct Patient's risk with respect to all e-mail communications. Direct Patient understands that use of electronic communication outside of the secure patient portal has inherent limitations, including possible breach of privacy or confidentiality, difficulty in validating the identity of the parties, and possible delays in response.

8.1. Sensitive Medical Information; Response by Simplicity Direct Care. Simplicity Direct Care will not respond to e-mails or other messages that contain sensitive medical information. If a response is requested, Simplicity Direct Care will respond through the secure patient portal or the Spruce app or

via a live telephone call. Though it is Simplicity Direct Care's policy only to respond through the patient portal, by initiating correspondence through an unsecure and/or unencrypted channel, Direct Patient expressly waives Simplicity Direct Care's obligation to guarantee confidentiality with respect to correspondence using such means of communication. Direct Patient understands and acknowledges that Simplicity Direct Care may retain any communications between Simplicity Direct Care and Direct Patient and include such communications in Direct Patient's medical record.

8.2. Emergency or Time-Sensitive Issues. Direct Patient understands and agrees that portal messaging, texting, faxing, messaging through Spruce app or e-mail are not appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information. In the event of an emergency, or a situation which Direct Patient reasonably believes could develop into an emergency, Direct Patient will call 911 or proceed to the nearest emergency room, and follow the directions of emergency personnel.

8.3. Non-Urgent Messages Only. Simplicity Direct Care checks telephone and portal messages during business hours and responds to them on a **regular basis throughout the week. Portal messages are to be used for non-urgent messages only, and a** response will generally be sent within 2 business days, unless otherwise specified in a Program. By leaving a telephone or portal message, Direct Patient acknowledges and agrees that a prompt reply is NOT required or expected and acknowledges that Direct Patient will not use portal messages to deal with emergencies or other time sensitive issues.

8.4. Disclaimer of Liability by Simplicity Direct Care. Simplicity Direct Care expressly disclaims any liability associated with any loss, cost, injury, or expense caused by, or resulting from a delay in responding to Direct Patient as a result of any action, inaction, technical issues, or activity outside Simplicity Direct Care's control, including but not limited to, (i) technical failures attributable to any Internet service provider, (ii) power outages, failure of any electronic messaging software, or failure to properly address portal messages, (iii) failure of Simplicity Direct Care's computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of e-mail communications by a third-party; or (v) Direct Patient's failure to comply with the guidelines regarding use of e-mail communications set forth in this Paragraph 6.

GENERAL PROVISIONS

9.1. Binding; Assignment. The Parties intend that this Agreement be legally binding upon and will inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs, and estates. Neither Party may assign this Agreement without prior written consent of the other Party, which may be withheld in the other Party's sole and absolute discretion, provided that approval of an assignment due to a change of ownership or change of entity type will not be unreasonably withheld.

9.2. Change of Laws. If there is a change of any law, regulation or rule, federal, state or local, (Applicable Law) which affects this Agreement, or the duties or obligations of either Party under this Agreement, or any change in the judicial or administrative interpretation of any such Applicable Law, and either Party reasonably believes in good faith that the change will have a substantial adverse effect on their rights, obligations or operations associated with this Agreement, then either Party may, upon written notice, require the other Party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the Parties are unable to reach an agreement concerning the modification of this Agreement within forty-five (45) days after receipt of the Notice, then either Party may immediately terminate this Agreement by written notice to the other Party.

9.3. Relationship of Parties. Direct Patient and Simplicity Direct Care intend and agree that Simplicity Direct Care, in performing Services pursuant to this Agreement, is an independent contractor, as defined by the guidelines promulgated by the United States Internal Revenue Service and the United States Department of Labor and Washington State Department of Labor and Industries. Simplicity Direct Care will have complete control over the manner in which the Services are performed.

9.4. Legal Representation. Direct Patient understands and acknowledges that this Agreement is a legal document that creates certain rights and responsibilities. Direct Patient represents and warrants that they have had reasonable time to seek legal advice regarding this Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of this Agreement.

9.5. Satisfaction of the Comprehensive Disclosure Statement. Direct Patient acknowledges and agrees that the terms of this Agreement and any Programs satisfies the requirement for a comprehensive disclosure statement informing Direct Patient of their financial rights and responsibilities to Simplicity Direct Care and encouraging Direct Patient to obtain and maintain insurance for services not provided under this Agreement.

a) Any questions or concerns of Direct Patient that are not satisfied by Simplicity Direct Care may be referred to the Washington Office of the Insurance Commissioner:

- i. Phone: 800.562.6900;
- ii. Website: <https://www.insurance.wa.gov/>

9.6. Force Majeure. Neither Party will be liable to the other for the failure or delay in the performance of any of the obligations under this Agreement when such failure or delay is due, directly or indirectly, to any act of God, acts of civil or military authority, acts of public enemy, terrorism, fire, flood, strike, riots, wars, embargoes, governmental laws, orders or regulations, storms or other similar or different contingencies beyond the reasonable control of the respective Parties.

9.7. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter. No modification of this Agreement will be binding unless in writing and signed by all Parties.

9.8. Notices. All Notices will be delivered electronically whenever possible. All Parties must ensure that the mailing or email address is maintained on the other Parties' records to reflect current email address. All Parties that do not consent to electronic delivery must provide a mailing address to which Notices may be sent. Delivery of a Notice to a mailing or email address on file for a Party that is no longer current will be effective delivery of Notice, unless delivery to the address or email address in the sender's records is unsuccessful for two consecutive Notices and the inability becomes known to the sender. Notice will be deemed to have been given when the Notice is electronically directed to the email address designated by the Party for that purpose, or if permission for electronic notices has been revoked by a Party, then Notice will be deemed to have been given five days after being deposited with the United States Postal Service, first class delivery postage prepaid.

9.9. Amendments. No course of performance or other conduct subsequently pursued or acquiesced in, and no oral agreement or representation subsequently made, by any Party, and no usage of trade, will amend this Agreement or impair or otherwise affect any rights, remedies or obligations of a Party pursuant to this Agreement. No amendment to this Agreement will be effective unless made in a writing signed by all Parties.

Appendix 1

Program 1: Comprehensive Primary Care

This program for Primary Care Services is the Comprehensive Primary Care (Program) and is made part of that Direct Practice Membership Agreement (Agreement) effective between this Direct Patient and Simplicity Direct Care, PLLC (Simplicity Direct Care). This Program is effective as of the date all required forms and signatures are completed. The specific terms of this Program will prevail if there are any conflicts between this Program and the Agreement.

MONTHLY RECURRING FEES (payable in advance)

1. Per child under 18 with no adult family member:	\$ 75.00
Per child under 18 with adult family member:	\$ 50.00
Per adult 19 to 26 years old:	\$ 50.00
Per adult 27 to 39 years old:	\$ 75.00
Per adult 40 to 59 years old:	\$100.00
Per adult 60 to 64 years old:	\$115.00
Household/immediate family maximum (up to 6 persons):	\$300.00
7.1. Additional persons over 6:	\$ 40.00

PROGRAM SERVICES (See Notes 1 and 2 below)

- Scope of Services:
 - o Annual Comprehensive Physical/Wellness Visits (Encouraged for each patient annually)
 - o Well Child Check-Ups for Children (Encouraged for Newborn, 2 weeks, 1 mos, 2 mos, 4 mos, 6 mos, 9 mos, 12 mos, 15 mos, 18 mos, 24 mos and then yearly thereafter.)
 - o In person, telemedicine or video visits for advice, evaluation or treatment of Acute or Urgent (non-life, limb or vision threatening) injuries or illnesses
 - o In person, telemedicine or video visits for evaluation of undiagnosed, subacute or chronic medical or mental health concerns
 - o In person, telemedicine or video visits for evaluation and management of subacute or chronic physical or mental health conditions
- Timing/Availability of Services
 - o Simplicity Direct Care health care providers have a patient panel that is purposely kept at 1/3rd or less the size of an average primary care physician practice in order to be able to be available for consultation with patients when they need it.
 - o Provider will make every effort to respond to urgent phone calls same day or next day.
 - o Routine portal messages and non-urgent messages sent to provider will be addressed within 2 business days.
 - o Same day and next day visits will be prioritized by Simplicity Direct Care to maximize opportunity for patient to see Simplicity Direct Care provider for acute or urgent issues that arise and are in the scope of practice and covered under the program selected by Patient.
- Quantity of Services per person
 - o In general, visits and communication between provider and patients will be dependent on primary health care needs driven by patient’s health and agreed upon health care decisions made between each individual patient and provider. On rare occasions, in order to maintain access of provider to all patients in a timely manner, it may be necessary to limit quantity of visits and/or frequency of communications or visits for an individual patient who is accessing services more frequently than outlined below in Notes 1 and 2.
- Office or telehealth visits as needed subject to Note 1, below

Note 1: If the number of office and telehealth appointments under this Program exceeds two appointments per month, or 24 appointments per year, Simplicity Direct Care reserves the right to bill for additional visits at its standard rates. These rules will not be applied to Simplicity Direct Care-recommended follow up appointments.

Note 2: If a patient initiates contact via phone, text, portal message or any other method of in person or virtual or digital communication, outside of Provider recommended follow up recommendations with provider more than once weekly on a regular basis, additional provider time to respond to patient inquiries and needs will be charged at a standard rate of \$300/hour of provider time required and a meeting will be required to re-evaluate the treatment plan and reconsider whether the provider(s) at Simplicity Direct Care can continue to meet the needs of the patient through this contract.

THE SERVICES WILL ALSO INCLUDE THE FOLLOWING BENEFITS

1. No-Wait or Minimal-Wait Appointments. Every effort will be made to ensure that Simplicity Direct Care sees Direct Patient promptly upon Direct Patient's arriving on time for a scheduled office visit.

2. Specialists. Simplicity Direct Care will coordinate with medical specialists to whom Direct Patient is referred to assist Direct Patient in obtaining specialty care. Direct Patient understands that fees paid under this Agreement do not cover specialist fees or fees due to any medical professional other than Simplicity Direct Care.

3. Discounts and Recommendations. Simplicity Direct Care may be able to provide certain products or services for Direct Patient at a lower cost than otherwise available per the price list on the website at <https://www.simplicityspokane.com/> (Price List). Simplicity Direct Care will also recommend other health professionals or practices that Simplicity Direct Care believes to offer the best care at favorable prices, but Direct Patient will bear full responsibility for choosing any other services or service providers that they feel they need.

UNAVAILABILITY. Simplicity Direct Care's health care practitioners may, from time-to-time, due to vacations, sick days, and other similar situations, not be available to provide Services pursuant to this Agreement. Direct Patient agrees that their only remedy if they believe that the absences are excessive will be to terminate this Agreement.

WHAT IS NOT INCLUDED?

1. Monthly Direct Fees do not cover any costs, including, but not limited to: lab fees, medications, vaccines, or any other products or services not specifically described in Program Services above. However, many of these may be purchased additionally per the Add-On List on the website, or from other health professionals. Simplicity Direct Care strives to offer services at reduced prices, but Direct Patients are free to purchase any product or service from a different source of their own choosing. Simplicity Direct Care will provide referrals upon request and will strive to refer to proven providers, but will not be responsible for the quality of service received from third parties.

2. Home, or urgent evening, weekend, or holiday (after 5pm) visits are not guaranteed in this Program, but may be provided based on provider availability after review of individual patient circumstances. Additional Fees will be listed on the [simplicityspokane.com](https://www.simplicityspokane.com/) website under Add-On Services.

3. Simplicity Direct Care reserves the right to refer any service for which it does not feel it appropriate to deliver in its sole and absolute discretion, including any patient care that is outside the scope of care, but not limited to: treatments of spinal fractures, cast setting, advanced surgical procedures.