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**OCHNA HEALTH**

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*Direct Primary Care*

## **2019 Pharmacy Membership Agreement**

### **Introduction**

This Membership Agreement is entered into by and between **Ochna Health Direct Primary Care, LLC** (hereinafter referred to as "Ochna Health"), and the undersigned patient (hereinafter referred to as "Member").

### **A. Term, Cancellation, Renewal**

1. **ARRANGEMENT.** Member understands that by signing below, Member agrees to become a member of Ochna Health who will provide access to a limited set of pharmacy services in exchange for a monthly fee (see "Services and Membership Fees," below) for the duration of the Agreement. This agreement is entered by mutual voluntary consent.
2. **TERM.** The term of this Agreement shall start on the date signed below, and automatically renew monthly, unless either party terminates the agreement.
3. **TERMINATION.** Member acknowledges that Ochna Health and Member each have an absolute and unconditional right to terminate this Agreement at any time and for any reason. Both Ochna Health and Member shall be required to provide written notice of termination. Upon termination, both parties shall be released of all obligations under this Agreement. In the event that either party terminates this agreement, Member shall remain responsible for any past membership or service fees owed. **You will be charged on or about the thirtieth (30th) day after the day you signed up unless you cancel your subscription at least one day before your membership fee is due.** Otherwise, cancellation will be effective with the next billing cycle. Ochna Health shall be entitled to all amounts already paid by Member, and is not required to provide any prorated refunds.

4. RENEWAL. This model of membership practice depends on membership fees to cover practice costs. If Member cancels and wishes to renew, a new Membership Agreement shall be executed and Member shall be subject to any re-enrollment fees and applicable increase in monthly membership fees at the time.

## **B. Services and Membership Fees**

1. SERVICE PROVIDERS. Pharmacy services, such as prescriptions, are not provided by Ochna Health, but rather by Ochna Health-associated or participating pharmacies (hereinafter referred to as "Participating Pharmacies"). You are obligated to pay for all services and prescriptions provided by Participating Pharmacies. **The Membership Program does not pay for any services or prescriptions** provided to you at any pharmacies. The program only **provides you with access** to those services and prescriptions at Participating Pharmacies at **significant discounts** immediately upon signing up and without a waiting period.
2. SCOPE OF SERVICES. Member understands that the breadth of services and types of prescriptions provided are determined solely by the individual Participating Pharmacies. Every effort will be made to meet the needs of Member with regards to availability, but occasionally, Member may need to obtain prescriptions from a non-participating pharmacy, including but not limited to instances where Member is out of Ochna Health's service area due to Members' travel, Participating Pharmacies' stock unavailability, or inability to obtain such in a reasonable time period. During these occasions, if Member elects to receive such prescriptions at non-Participating Pharmacies, Member is fully responsible for payment of such prescriptions to the non-Participating Pharmacies.
3. COVERED SERVICES. In exchange for the fees set out at the time of this Agreement, **Member will have access to the services** set forth below:
  - Access to the pharmacist for any medication questions or needs during normal operation hours;
  - Access to the pharmacist via complimentary mobile application during normal operation hours;
  - Access to all prescription medications at significant discounts, as available;
  - Access to all OTC (over-the-counter) medications at significant discounts, as available;
  - Access to all medical devices at significant discounts, as available;
  - Additional fees may apply for other goods and services not mentioned here, but every effort is made to keep those fees to a minimum.

4. NON-COVERED SERVICES. The following NON-EXHAUSTIVE list of services and products ARE NOT covered by the monthly fee:
  - Shipping cost to the Member's preferred destination(s);
  - Any services or prescriptions not provided by Participating Pharmacies (such as by another independent pharmacy);
  - The cost of prescription medications;
  - The cost of OTC medications;
  - The cost of medical devices;
5. COSTS OUTSIDE OF THE SCOPE OF AGREEMENT. All pricing is transparent, and costs, known and unknown, will be clearly communicated prior to provision of any non-covered goods or services.
6. NOT AN INSURANCE SUBSTITUTE. Member recognizes that this Agreement and the membership described herein IS NOT insurance or a substitute for insurance. This does not meet any creditable coverage requirements under any state law.
7. NO FEDERAL FUNDS OR INSURANCE. Member understands that under this Agreement, other than prescriptions provided by Ochna Health-associated or participating pharmacies, the membership fee and other services rendered will not be billed to any insurance carriers, Medicare, Medicaid, or Tricare for services rendered under this Agreement. Member understands that there is no guarantee that Member will be reimbursed for the membership fee by any other entity, such as private health insurance carriers, Medicare, Medicaid, Tricare, the Member's Flexible Spending Account (FSA) or Health Savings Account (HSA) administrators, etc. It is the member's sole responsibility to check with his or her own insurance carriers or own company's FSA and HSA administrators for any reimbursement procedures.
8. MEDICARE, TRICARE, MEDICAID. Except as stated above, Member hereby certifies that Member is not covered by Medicare, Tricare, Medicaid, or any other federal- or state-funded programs, and that Member will immediately notify Ochna Health if Member becomes eligible for, or covered by such programs. This Agreement becomes null and void when Member becomes eligible for, or covered by such programs.
9. DEFAULT. Member acknowledges that this Agreement requires the ongoing payment of a monthly membership fee. Membership is dependent on timely payment of membership fees, and invoices thirty (30) days past due will be cause for termination of membership and services. If said invoices are brought current before the thirtieth (30th) day, whichever is later, membership can be continued as if it has never been terminated and without a re-enrollment fee. No

services will be provided while the membership is in past due status. Ochna Health reserves the right to not renew any membership.

10. MEMBERSHIP FEES, and CHANGES IN FEES.

- By starting your Membership, you authorize Ochna Health to charge your Payment Method a Membership fee of the then current rate on the first day of each Membership Cycle until your Membership is cancelled, or terminated.
- The membership fee schedule is as listed, and may be changed by Ochna Health at any time. Any pricing listed is representative.
- There is a **one-time non-refundable initial registration fee of \$20 per membership.**
- If membership is cancelled and then renewed after 30 days, there is a **non-refundable re-enrollment fee of \$40 per membership**, in addition to all past-due invoices.

11. RESTRICTIONS. You agree not to use the Services in a way that is, at our discretion, harmful to minors in any way or violates any applicable law, regulation, obligation or other similar restrictions imposed by a government.

12. NOT MEDICAL ADVICE. The contents available through the Services and the website are for informational purposes only. The content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health professionals with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of information on any website. The specific prescription drugs that may be mentioned on the website are for your information only. It is not meant to be an endorsement of any kind.

13. RESPONDING TO MEMBER. Phone calls will be answered whenever possible. If not, calls will be promptly returned except in case of emergencies or unavoidable circumstances. Secure messages, and e-mails from Members are not meant to be used for urgent or emergency matters. They will typically be responded to within 24 hours or the next business day. If Member does not receive a response within 24 hours or the next business day, the Member should make a phone call or use another means of communication.

14. COMMUNICATIONS, PRIVACY, and HIPAA (Health Insurance Portability and Accountability Act). At Ochna Health, we respect and value your privacy. Ochna Health makes every reasonable effort to keep your information secure, within the bounds of applicable laws. Communication by phone, e-mail, secure messaging and other methods offer great convenience and portability. We must acknowledge, however, that such communications are not reliably secure; even with precautions, these communications have some risk of loss of privacy.

- The HIPAA Privacy Notice will be available to Member for review at any time.
- Member has had time to consider which method(s) of communication Member prefers, and member has made Member's preferences known.
- Member understands that e-mail and other electronic forms of communication are not appropriate for emergencies, or other time-sensitive matters, or for communication of highly personal or sensitive information. **In the event of an emergency or situation that Member could reasonably expect to develop into an emergency, Member agrees to call 911 or promptly seek care in an emergency room.**

15. HOLD HARMLESS. Member agrees not to hold Ochna Health liable for any loss, injury, damages or expenses beyond Ochna Health's control related to technical failure of its website, email, or other electronic services, including but not limited to: power outages, faulty cellular, cable, internet or Wi-Fi services, failure due to internet service provider-caused outages, failure to properly address e-mail messages, interception of communications by a third party, or Member's failure to follow Ochna Health's recommendations regarding electronic communications in this agreement.

16. ASSIGNMENT. Ochna Health will have the right to assign all or any part of its rights and obligations under this Agreement to i) any affiliate or successor of the company, or ii) the purchaser of all or substantially all of the assets of the company. All covenants and agreements contained by or on behalf of any of the parties hereto will bind and inure to the benefit of the respective successors and assigns of the parties hereto.

17. ENTIRE AGREEMENT. Member agrees that this Agreement represents the entire agreement between the parties. No other oral or written agreements or promises exist between the parties to this Agreement.