
Metrodora's House Membership Agreement

1. Patient-Clinician Relationship

By your signature, you acknowledge that you are voluntarily becoming a patient of Metrodora's House LLC (Metrodora's House). As a Metrodora's House patient, those services described in Section 2 below will be made available to you pursuant to the terms of this Membership Agreement.

2. Services

Health Care Services: As a patient, you are eligible to receive a set of gynecologic care and preventive care services, as well as access to separately available aesthetics and elective wellness services, as offered by your individual clinician from among those listed in our Detailed Service List (attached below and also available in person at Metrodora's House). Aesthetic and elective wellness services offered by Metrodora's House are separate services and are not included in membership fees unless expressly stated in the Detailed Service List. Members have access to a secure messaging portal, as well as other communication channels with Metrodora's House for non-emergency healthcare questions. Metrodora's House will make reasonable efforts to respond within a clinically appropriate timeframe. During the term of this Agreement, the Health Care Services provided by Metrodora's House may be subject to change by Metrodora's House from time to time. Such changes, if any, shall be reflected on the Detailed Service List.

If you have a pre-existing medical condition, please contact us first to learn how the practice can work with you. Pre-existing medical conditions do not disqualify you from enrolling in services offered by Metrodora's House.

By entering into this Membership Agreement, you acknowledge that Metrodora's House does not provide health insurance coverage and that this is not a contract for insurance. Membership does not provide comprehensive medical coverage, health insurance, or financial protection against medical expenses. Members remain responsible for costs associated with services not included in this Agreement, including but not limited to emergency care, hospitalizations, primary care, specialists, imaging, laboratory services, medications, and procedures.

Metrodora's House encourages you to combine Metrodora's House membership with appropriate health insurance coverage.

3. Fees and Payment

Metrodora's House charges for memberships as well as one-time services depending on your preferred arrangement of care. The membership options listed below include all Covered Healthcare Services included on the Detailed Services List.

- Essential Care
- Signature Care
- Community Care

A 5% discount will be applied to the total fee for annually pre-paid memberships.

Payment transactions declined due to insufficient funds or expired cards will result in a suspension of your membership, able to be reinstated within the same month provided updated payment information is provided. The suspension is held for 30 days, at which point your membership is marked 'inactive.' Reactivation of membership is possible, and will be dependent on applicable waiting lists. Services will not be rendered for patients with past due accounts.

Most, but not all, of the services described above in Section 2, are covered by the Membership Fee, subject to the limitations set forth in this Membership Agreement. However:

- Per IRS guidance, if you participate in a high-deductible health plan with a health savings account (HSA) feature, you may be required to pay on a fee-for-service basis for certain primary care, non-preventive care and urgent care services until such time as your deductible has been satisfied. If you don't pay on a fee-for-service basis for these services, it is possible you may lose your ability to contribute to your HSA during your membership. Please consult your attorney or financial adviser. Metrodora's House hereby disclaims any responsibility or liability with respect to your decisions made thereto.
- Some Health Care Services provided by Metrodora's House are not covered by the Comprehensive Monthly Fee (Non-Covered Health Care Services). The fee schedule for these services will be provided to you upon your request. Metrodora's House may amend the fee schedule from time to time. Members will be provided reasonable notice of material changes to fees for future services.
- If you request and receive a Non-Covered Health Care Service, you can pay for that service at the time it is provided to you and request from Metrodora's House a claim form that you may submit to your health plan (or other third party).
- Member agrees to not seek reimbursement from any third-party payer, including government healthcare programs, for Covered Services provided under this Membership Agreement. This restriction does not apply to Non-Covered Healthcare Services for which Metrodora's House provides appropriate documentation.
- Except as required by applicable law, membership fees paid are non-refundable. Annual memberships terminated early will not be prorated unless otherwise determined by Metrodora's House.

4. Your Medical Information & Patient Responsibilities

Your privacy is very important to us. Metrodora's House has put important safeguards in place to make sure your medical information is protected and safe to maintain its confidentiality.

Metrodora's House is committed to protecting the privacy and security of your medical information. Your health information will be used and disclosed in accordance with applicable privacy laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and as described in our Notice of Privacy Practices. With appropriate authorization or as otherwise permitted by law, Metrodora's House may obtain, exchange, and share relevant health information with healthcare providers, facilities, laboratories, pharmacies, and other entities involved in your care to support treatment, coordination, and continuity of care.

Members are responsible for attending scheduled appointments or providing reasonable notice of cancellation. Metrodora's House reserves the right to establish reasonable policies regarding missed appointments, late cancellations, and appointment availability. Such policies may include reasonable fees or restrictions related to repeated missed appointments or late cancellations.

Member agrees to:

- Provide accurate and complete medical history and health information
- Notify Metrodora's House of changes to contact information, medications, diagnoses, or relevant health conditions.
- Follow agreed-upon treatment plans and recommendations.
- Seek emergency care when appropriate.
- Maintain active payment information.

- Treat Metrodora's House staff and clinicians respectfully.

5. Digital Communications Risks and Conditions

Metrodora's House offers members the ability to send and receive emails and texts to and from their care team. While Metrodora's House takes many precautions to protect your information and the security of the emails and texts it sends, there are still risks.

Risks:

Transmitting patient information by email or text has a number of risks. These risks include but are not limited to the following:

- Email and texts can be circulated, forwarded, stored electronically and on paper, and broadcast to unintended recipients.
- Email and text senders can readily misaddress an email or text.
- Email and texts can be intercepted, altered, forwarded or used without authorization or detection.
- Emails and texts may not be secure, and therefore it is possible that the confidentiality of such communications may be breached by a third party.
- Email and text service providers may have access to your emails and texts.

Conditions:

Metrodora's House is not liable for improper disclosure of confidential information that is not caused by misconduct by Metrodora's House. You must acknowledge and consent to the following conditions:

- Email and text are not appropriate nor should they be used for urgent or emergency situations. Please call 911 in the event of a medical emergency.
- Per your request, Metrodora's House may send emails or texts to you as necessary for your diagnosis, treatment, billing, eligibility and other handling. You should not use email or text for sensitive communications (e.g., AIDS/HIV, mental health, developmental disability or substance abuse).
- You are responsible for informing Metrodora's House, in writing, if you want to cease or limit email or text communications with Metrodora's House. You may do so at any time without reason or explanation.
- You are responsible for protecting your email account or telephone password or other means of access to your email or text. Metrodora's House is not liable for breaches of confidentiality involving your email or telephone accounts that are caused by you or any third party.

By signing this Membership Agreement, you acknowledge that you have received and read the above information. In addition, you agree to any instructions that Metrodora's House may impose regarding the sending and receipt of email or text communications containing patient information.

Recommendations and Instructions:

If you wish to send and receive emails or texts from Metrodora's House regarding your care and treatment, you:

- Should limit or avoid use of public computers and public networks.
- Should promptly inform Metrodora's House of changes in your email address or telephone number.
- Before sending emails or texts containing personal health information to Metrodora's House, you should:
 - Ensure the email or text is addressed to the intended recipient.
 - List the key topic in the email subject line.

- Put your name in the body of the email or text.
- Take precautions to preserve the confidentiality of your emails or texts. Once Metrodora's House sends an email or text from its network, it has no control over its confidentiality or security.

Note: *Patients can communicate securely with Metrodora's House by visiting the Metrodora's House Patient Portal.*

6. Term and Termination

This Membership Agreement becomes effective on the Effective Date and will remain in effect until terminated in accordance with this section.

Membership fees are billed monthly on your designated billing date. Membership will automatically continue from month to month unless either you or Metrodora's House provides notice of termination as described below.

You may terminate your membership at any time by providing at least sixty (60) days' written notice to Metrodora's House. Notice may be submitted by email or in writing using the contact information provided by Metrodora's House. Your membership, including access to membership benefits, will remain active during the 60-day notice period provided your account remains in good standing. Monthly membership fees will continue to be billed during this period. Your membership will terminate at the end of the 60-day notice period.

You remain responsible for all membership fees and any outstanding charges incurred before the effective date of termination. After all amounts due have been paid, no further membership fees will be charged.

Metrodora's House may terminate this Membership Agreement at any time, subject to applicable law and the professional and ethical obligations of your healthcare provider. When practicable, Metrodora's House will provide advance written notice and assist with continuity of care as appropriate.

7. Metrodora's House Terms

- If any term, provision, covenant or condition of this Membership Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect and will in no way be affected, impaired or invalidated.
- This Membership Agreement will be governed by and construed in accordance with the laws of the state in which the medical office of your Metrodora's House physician is located. By signing the Membership Agreement, you agree to have any dispute arising out of the Membership Agreement decided by neutral binding arbitration rather than by a jury or court trial. Any dispute will be submitted to arbitration in the county in the state where you receive services covered by the Membership Agreement. The decision in arbitration shall be conclusive and binding on you and Metrodora's House. All arbitration provisions shall be governed by, construed and enforced in accordance with the Federal Arbitration Act.
- This Membership Agreement is non-transferable.
- Aesthetic and elective wellness services are optional services and are not medically necessary components of membership. Such services may require separate consultation, informed consent, and payment agreements prior to treatment.

If you have a complaint, please contact Metrodora's House directly in any of the following ways:

Email: metroadoras.house@gmail.com

Mail: 2372 St. Claude Ave, Suite 220, c/o Kelsey Ward, New Orleans, LA 70117

Detailed Service List

Covered Healthcare Services

Medical Services: Medical Services under this agreement are those medical services that your provider is permitted to perform under the laws of the state in which your provider practices and are consistent with your provider's training and experience.

- a. At a minimum, unlimited medically appropriate visits for the following services, as appropriate in the sole discretion of Metrodora's House, determined by the treating clinician, and as covered by the membership fee:
 - Gynecologic care
 - Preventive care as it relates to gynecologic needs
 - Chronic disease management as it relates to gynecologic conditions
 - Coordination with Specialist care

The treating clinician retains sole professional judgment regarding diagnoses, treatment recommendations, medical necessity and appropriateness of services, and whether a requested service falls within the scope of this agreement. Membership does not include unlimited access for services outside the scope of covered healthcare services, or visits primarily intended for administrative, documentation, or non-clinical purposes.

While Metrodora's House strives to provide high-quality medical care, Member acknowledges that no healthcare provider can guarantee specific results, outcomes, or improvements from any diagnosis, treatment, procedure, or service.

Member Access and Personalized Services. Your provider shall also provide you with the following non-medical services ("Non-Medical Services") in the course of care:

- a. **Provider Access.** Member shall be given a direct communication method by which Member may reach out to their provider directly for guidance regarding acute concerns that arise unexpectedly after office hours, with response provided within a clinically appropriate timeframe. Video chat and text messaging may be utilized when the provider and Member agree that it is appropriate. The method and timing of response will be determined based on clinical urgency and provider availability.
- b. **Electronic Communication Access.** Member shall be given their provider's e-mail address or secure messaging channel access to which non-urgent communications can be addressed. Such communications shall be dealt with by the provider or staff member of Metrodora's House in a timely manner. Member will agree that in acute situations, when Member cannot speak to their provider immediately in person or by telephone, that Member shall call 911 or go to the nearest emergency medical assistance provider, and follow the directions of emergency medical personnel.
- c. **Minimal Wait Appointments.** Reasonable effort shall be made to assure that Member is seen by their provider immediately upon arriving for any scheduled in-person office visit or after only a minimal wait. If Provider foresees a material wait time for an in-person visit, Member shall be contacted and advised of the projected wait time.
- d. **Same Day/Next Day Appointments.** Metrodora's House shall make reasonable efforts to schedule an appointment for the Member on the same or next business day after a request is made. Same- or next-day appointments are subject to clinical appropriateness, appointment availability, and office hours.

- e. **Specialist Coordination.** Metrodora's House shall coordinate with medical specialists to whom Member is referred, within reason, to assist Member in obtaining specialty care. Member understands that fees paid under this Agreement do not include and do not cover specialist's fees or fees due to any medical professional other than the Metrodora's House.

Non-Covered Healthcare Services

Metrodora's House will furnish Member with a list of any available additional services, procedures, tests, or analyses not included in the membership fee and their associated costs. Additional charges may apply for services including, but not limited to:

- Laboratory testing, pathology services, and specimen processing costs
- Imaging services, including referrals for ultrasound or other diagnostic imaging
- IUD procurement, insertion, removal, and related device costs
- Nexplanon procurement, insertion, removal, and related device costs
- Other contraceptive device procurement, placement, removal, or related procedures
- In-office procedures not included within the membership benefits
- Biopsy procedures, including associated pathology costs
- Prescription medications, compounded medications, supplements, or medical supplies
- Medical devices, supplies, or products provided outside of routine membership services
- Aesthetic services offered by Metrodora's House, including neuromodulators, dermal fillers, laser treatments, regenerative treatments, and other cosmetic services
- Additional visits, consultations, or services outside the scope of included membership benefits
- Administrative services, including medical record transfers, forms, or other requests requiring additional staff time