

THRIVE HOLISTIC HEALING, LLC

2761 Richmond Hwy, Suite 207 • Stafford, VA 22554

Phone: 540-800-6753 • Fax: 540-824-3887

DIRECT PRIMARY CARE MEMBERSHIP AGREEMENT

⚠️ ***This Agreement is NOT health insurance*** ⚠️

Effective Date:

Member Name (Printed):

Date of Birth: **Membership Tier Selected:**

Member Address:

City, State, ZIP:

Phone Number: **Email Address:**

Emergency Contact Name & Phone:

SECTION 1 — NATURE OF AGREEMENT; NOT INSURANCE

This Direct Primary Care Membership Agreement (the **"Agreement"**) is entered into between Thrive Holistic Healing, LLC (the **"Practice"**) and the individual identified above (the **"Member"**).

> ⚠️ **Critical Disclosure — Please Read Carefully**
>
> **This Agreement is NOT health insurance. It is NOT a health plan, health maintenance organization (HMO), preferred provider organization (PPO), or any form of insurance product.** It does NOT satisfy any federal or state health insurance mandate or minimum

essential coverage requirement. Enrollment in this Agreement does not replace or substitute for health insurance coverage.

1.1 Nature of Direct Primary Care. Direct Primary Care ("DPC") is an innovative primary care delivery and payment model in which a patient pays a periodic membership fee directly to a healthcare provider in exchange for a defined set of primary care services. DPC is a contractual arrangement between a Member and a Provider; it is not a form of health insurance and is not subject to insurance regulation.

1.2 Virginia DPC Legislation. The Commonwealth of Virginia has enacted Direct Primary Care-specific legislation under Va. Code §§ 54.1-2997 and 54.1-2998, which expressly clarifies that DPC agreements are not insurance contracts and are not subject to the insurance laws and regulations of the Commonwealth of Virginia. Nothing in this Agreement shall be construed to create or imply an insurance relationship between the Practice and the Member.

1.3 Recommendation to Maintain Separate Insurance. The Practice strongly encourages each Member to maintain separate, comprehensive health insurance or other coverage sufficient to cover specialty care, hospital care, emergency care, prescription medications, imaging, laboratory services, and other services not included in this Agreement. The Practice is not responsible for any costs a Member incurs for services outside the scope of this Agreement.

1.4 HSA Eligibility Advisory. Members who maintain a High-Deductible Health Plan (HDHP) and a Health Savings Account (HSA) should consult their own qualified tax advisor or HSA administrator regarding the impact of this DPC membership on HSA contribution eligibility. As of January 1, 2026, certain qualifying DPC arrangements may permit HSA contributions up to $150 per month for individual coverage or $300 per

month for family coverage under applicable federal law. Members are solely responsible for confirming eligibility with their HSA administrator and tax advisor. The Practice makes no representation regarding tax treatment.

SECTION 2 — PARTIES TO THE AGREEMENT

2.1 **"Practice"** means Thrive Holistic Healing, LLC, a limited liability company organized under the laws of the Commonwealth of Virginia, with its principal place of business located at 2761 Richmond Hwy, Suite 207, Stafford, VA 22554.

2.2 **"Provider"** means Dr. LaTaya T. Whitaker, DNP, a doctoral-prepared, dual-certified Nurse Practitioner licensed to practice in the Commonwealth of Virginia. The Provider practices within the full scope of authority granted to Nurse Practitioners under Virginia law, including but not limited to the Nurse Practitioner Practice Act and applicable Board of Nursing regulations.

2.3 **"Member"** means the individual identified on the first page of this Agreement who has enrolled in the Practice's DPC program and whose name, date of birth, and contact information are set forth in the Member Information section above. In the case of a minor patient, "Member" shall also refer to the enrolled minor for purposes of care delivery.

2.4 Minor Members. If the Member is under the age of 18, this Agreement must be executed by the Member's parent or legal guardian, who shall be responsible for all obligations set forth herein, including payment of fees. The legal guardian's signature on this Agreement constitutes a representation that such individual has legal authority to bind the minor and to consent to medical care on the minor's behalf. The Practice reserves the right to require documentation of guardianship or legal authority prior to enrollment.

SECTION 3 — COVERED SERVICES

Subject to the terms and conditions of this Agreement, and in exchange for the Member's timely payment of the applicable monthly membership fee, the Practice shall provide the following primary care services to the Member during the term of this Agreement:

3.1 — General Primary Care Services

- Unlimited in-office visits during scheduled office hours, with no per-visit charges;
- Sick and acute illness visits, including same-day or next-day appointments as availability permits;
- Well visits, annual wellness examinations, and preventive care consultations;
- Chronic disease management, including but not limited to hypertension, type 2 diabetes, thyroid disorders, hyperlipidemia, obesity, and other conditions within the scope of primary care;
- Acute illness evaluation, diagnosis, and treatment;
- Medication management and prescription refills within the Provider's scope of practice;

- Review of outside medical records, specialist reports, laboratory results, and imaging reports;
- Care coordination and referral management for specialty and ancillary services;
- Health coaching, lifestyle counseling, and preventive health planning.

3.2 — Minor In-Office Procedures

- Wound care and dressing changes;
- Suture and staple removal;
- Ear irrigation and cerumen (earwax) removal;
- Other minor procedures as determined clinically appropriate by the Provider.

3.3 — Telehealth and Communication Services

- Telehealth visits via telephone or secure, HIPAA-compliant video platform during business hours;
- Secure messaging with the Provider through the Practice's patient portal or designated secure communication channel;
- Electronic prescription services and refill requests as clinically appropriate.

3.4 — Mental Health Membership Services (Mental Health Tier Only)

Members enrolled in the Mental Health Membership Tier shall also receive the following services:

- Initial psychiatric and mental health evaluation;
- Ongoing medication management for mental health conditions within the Provider's scope of practice;
- Therapy coordination and referral to licensed mental health therapists and counselors;

- Ongoing mental health monitoring and follow-up visits;
- Integration of mental and physical health care planning.

IMPORTANT: The services listed in this Section 3 are included in the monthly membership fee at no additional per-visit charge. All services are subject to clinical appropriateness as determined by the Provider in the exercise of professional judgment. The Provider retains full clinical discretion and is not obligated to provide any service that is outside the applicable scope of practice, that is medically inappropriate, or that requires facilities or resources not available at the Practice.

SECTION 4 — EXCLUDED SERVICES

The following services and items are expressly **NOT** included in the monthly membership fee and are not covered by this Agreement. The Member is solely responsible for the cost of any excluded service, whether obtained through health insurance, Medicaid, Medicare, or direct payment to a third-party provider:

- **Laboratory testing and bloodwork:** All in-house or third-party laboratory tests are billed separately. The Practice will make reasonable efforts to secure discounted laboratory rates for Members through preferred laboratory partners;

- **Imaging and radiology:** X-rays, MRI, CT scans, ultrasounds, nuclear medicine studies, and all other diagnostic imaging services;
- **Specialist and subspecialty consultations:** Visits and services provided by any physician, nurse practitioner, or other provider outside of this Practice;
- **Emergency room visits and emergency care:** Any care provided in a hospital emergency department, freestanding emergency center, or by emergency medical services;
- **Urgent care centers:** Visits to urgent care facilities not affiliated with the Practice;
- **Hospitalization and inpatient care:** Any services requiring inpatient admission, observation status, or hospital-based care;
- **Surgical procedures:** Any procedure requiring an operating room, general anesthesia, or monitored anesthesia care;
- **Prescription medications:** The cost of all prescription drugs, unless medication samples are provided by the Practice at no charge on an availability basis;
- **Durable medical equipment (DME):** Wheelchairs, walkers, CPAP machines, orthotic devices, braces, and similar equipment;
- **Vaccines and immunizations:** Vaccine administration and vaccine product costs are billed separately and may be submitted to Member's health insurance for reimbursement;
- **Vision care:** Eye examinations, corrective lenses, contact lenses, and all ophthalmic and optometric services;
- **Dental care:** All dental and orthodontic services;
- **Services provided by other healthcare facilities or providers;**

- **Services outside the scope of primary care** as determined by the Provider in the exercise of clinical judgment.

The Practice will make reasonable efforts to coordinate care and referrals for excluded services, but bears no financial responsibility for excluded services regardless of the circumstances.

SECTION 5 — MEMBERSHIP TIERS AND FEES

5.1 Membership Tiers. The Practice offers the following membership tiers. The Member shall select and enroll in the tier corresponding to their age, household composition, and care needs at the time of enrollment:

Membership Tier	Monthly Fee
Child (Ages 5 – 17)	$50.00 / month
Adult (Ages 18 – 45)	$105.00 / month
Adult (Ages 46 – 64)	$115.00 / month
Mental Health Membership	$140.00 / month
Family Plan: 1 Adult + 2 Children	$160.00 / month
Family Plan: 2 Adults + 1 or More Children	$180.00 / month

5.2 One-Time Enrollment Fee. A non-refundable enrollment fee of **$250.00** is due at enrollment, once per individual or family plan. This fee covers administrative onboarding, initial profile setup, and account activation. The enrollment fee is not credited toward monthly membership fees and is not refundable under any circumstances.

5.3 Billing Cycle. Monthly membership fees are due on the same calendar date each month, corresponding to the Member's enrollment anniversary date. Fees are charged automatically via ACH bank transfer or

credit/debit card on file pursuant to the Member's auto-pay authorization in Section 6.

5.4 Laboratory Services. Laboratory and diagnostic testing services are billed separately from the monthly membership fee. The Practice will make reasonable efforts to negotiate and secure discounted laboratory rates for Members through preferred laboratory partners. Members with health insurance may choose to submit laboratory claims to their insurer.

5.5 Fee Adjustments. The Practice reserves the right to adjust the monthly membership fee schedule at any time, provided that the Practice gives the Member no fewer than **sixty (60) days' prior written notice** of any fee increase. Members who do not wish to continue their membership at the adjusted rate may cancel using any method listed in Section 8.1.

5.6 Tier Changes. A Member may request a change in membership tier by providing written notice to the Practice. Tier changes shall be effective on the next monthly billing date following the Practice's written confirmation. Changes in age that affect tier eligibility will be applied at the next billing renewal.

SECTION 6 — PAYMENT TERMS

6.1 Payment Method Required. As a condition of enrollment and continued membership, the Member must maintain a valid credit card,

debit card, or ACH bank account on file with the Practice at all times. The Member agrees to update payment information immediately upon any change.

6.2 Auto-Pay Authorization. By executing this Agreement, the Member expressly authorizes the Practice to charge the Member's payment method on file for: (a) the one-time enrollment fee due at enrollment; (b) the applicable monthly membership fee on the recurring billing date; and (c) any other amounts owed by the Member under this Agreement. This authorization shall remain in effect until the Member's membership is validly terminated in accordance with Section 8 and all outstanding balances are paid in full.

6.3 Failed or Declined Payments. In the event a scheduled payment is declined or fails for any reason, the Practice shall provide the Member with written or electronic notice of the failed payment. The Member shall have a grace period of **ten (10) calendar days** from the date of notice to cure the payment failure by providing updated payment information and authorizing reprocessing of the outstanding amount. If payment is not received within the grace period, the Practice may, in its sole discretion, suspend the Member's access to services until the account is brought current.

6.4 Reinstatement After Suspension. A Member whose membership has been suspended due to non-payment may request reinstatement upon payment of all outstanding balances, including any fees accrued during the suspension period. The Practice is not obligated to provide services to a Member with an outstanding balance. Reinstatement is subject to Practice approval and may require execution of a new agreement.

6.5 Final Monthly Billing. Membership access and included visits continue through the cancellation date. A partial final period is prorated

for the remaining days, and the Practice refunds any payment for days beyond that date.

6.6 Annual Prepayment Option. Members may prepay membership fees annually. Annual prepayment does not change the initial three-month minimum commitment or the 30-day cancellation notice. The Practice prorates the final billing period by day and refunds every prepaid day after the effective cancellation date, including any partial month. No processing fee is deducted from that refund.

6.7 Third-Party Billing. The Practice does not bill private health insurance, Medicare, or Medicaid for services covered under this Agreement. The monthly membership fee is the Member's direct financial obligation to the Practice. Members are responsible for any applicable fees for excluded services.

SECTION 7 — ENROLLMENT AND TERM

7.1 Enrollment Date and Commencement. The Member's enrollment in the Practice becomes effective upon: (a) execution of this Agreement by both parties; (b) payment of the non-refundable enrollment fee of $250.00; and (c) Practice's written or electronic confirmation of enrollment. Services under this Agreement shall commence on the effective enrollment date.

7.2 Month-to-Month Term. Following the completion of the minimum initial term described in Section 7.3, this Agreement shall continue on a month-to-month basis and shall automatically renew each month unless validly terminated by either party pursuant to Section 8.

7.3 Minimum Initial Term. The minimum initial membership term is **three (3) consecutive months** from the enrollment date. The Member agrees

to maintain membership and pay fees through the initial three months. A cancellation request may be submitted during that term. The 30-day notice starts when the Practice receives the request. Cancellation takes effect at the later of the end of the minimum term or the end of the 30-day notice period.

7.4 Non-Refundability of Enrollment Fee. The enrollment fee of $250.00 is due at the time of enrollment and is **non-refundable under all circumstances**, including but not limited to early cancellation, dissatisfaction with services, relocation, or change in health status.

7.5 Re-Enrollment. A Member who has previously terminated this Agreement and wishes to re-enroll in the Practice shall be required to pay a new enrollment fee of $250.00 and execute a new Membership Agreement. Prior membership history, including completion of any previous minimum initial term, shall not carry over upon re-enrollment. Re-enrollment is subject to availability and Practice approval.

SECTION 8 — CANCELLATION AND TERMINATION POLICY

8.1 Termination by Member. Memberships include a one-time $250 household/member enrollment fee and an initial 3-month minimum commitment, then continue month-to-month until canceled with 30 days' notice. **Y**ou may submit cancellation electronically (online form, portal, or administrative email), by phone at 540-800-6753, or by mail to 2761 Richmond Hwy, Stafford, VA. **Y**our 30-day notice period begins on the date Thrive receives your request—any confirmation or email delay will

not reset your notice date. Membership access and included visits continue through your cancellation date, any partial final billing period is prorated for the remaining days (with any payment beyond the final date refunded), and separately agreed non-membership services are billed independently.

8.2 Termination by Practice Without Cause. The Practice may terminate this Agreement at any time, for any reason or for no reason, by providing the Member with thirty (30) days' prior written notice. Membership access and included visits continue through the effective termination date. The final partial period is prorated by day, and any payment beyond that date is refunded.

8.3 Immediate Termination for Cause by Practice. Notwithstanding Section 8.2, the Practice reserves the right to terminate this Agreement immediately, without prior notice, for any of the following reasons:

- Non-payment of membership fees or enrollment fee and failure to cure within the applicable grace period;
- Threatening, abusive, harassing, or violent behavior toward the Provider, Practice staff, or other patients;
- Repeated, willful failure to comply with treatment plans or medical advice in a manner that endangers the Member's health or the health of others;
- Fraud, material misrepresentation, or provision of false information in connection with enrollment or the delivery of services;
- Conduct that, in the Practice's reasonable judgment, creates an unsafe environment for staff or other patients.

8.4 Post-Termination Obligations. Upon termination of this Agreement for any reason: (a) the Practice will provide the Member with a copy of or access to their medical records in accordance with applicable law and HIPAA regulations; (b) the Practice will provide reasonable transition assistance, including assistance with referrals and coordination with a

successor provider when practicable; and (c) the Member remains responsible for all outstanding balances, fees, and obligations incurred prior to the effective termination date. Termination of this Agreement does not extinguish any financial obligation owed to the Practice.

SECTION 9 — MEMBER RESPONSIBILITIES

By enrolling in and maintaining membership with the Practice, the Member agrees to the following responsibilities:

9.1 Payment Obligations. Maintain a current, valid payment method on file with the Practice at all times and ensure that scheduled payments are processed without interruption.

9.2 Scheduling. Schedule appointments in advance when possible to ensure timely access to care and to help the Practice manage patient volume effectively. The Member understands that same-day and next-day appointments are offered as availability permits and are not guaranteed.

9.3 Appointment Cancellations. Provide the Practice with at least **twenty-four (24) hours' advance notice** of any appointment cancellation when possible. Repeated late cancellations or no-shows may affect scheduling priority.

9.4 Updated Contact and Insurance Information. Promptly notify the Practice of any changes to the Member's address, phone number, email address, emergency contact, and health insurance information.

9.5 Emergency Care. Call 911 or proceed to the nearest hospital emergency room for any life-threatening emergency, including but not limited to chest pain, difficulty breathing, stroke symptoms, severe trauma, or altered mental status. **This Practice does not provide emergency care and is not a substitute for emergency medical**

services. The Member shall not rely on the Practice for emergency care under any circumstances.

9.6 Accurate Medical History. Provide complete, accurate, and current medical history, including current medications, allergies, prior diagnoses, and prior surgeries, to the Provider. The Member understands that the quality of care provided depends in part on the accuracy and completeness of information provided.

9.7 Follow-Up Care. Follow through on referrals, specialist recommendations, diagnostic testing, and other outside care as recommended by the Provider. The Member acknowledges that failure to follow through on recommended care may affect health outcomes for which the Practice is not responsible.

9.8 Respectful Conduct. Treat the Provider and all Practice staff with dignity and respect at all times. Abusive, threatening, or harassing conduct is grounds for immediate termination pursuant to Section 8.3.

SECTION 10 — PROVIDER AVAILABILITY AND AFTER-HOURS CARE

10.1 Office Hours. Current office hours are posted on the Practice's website and may be updated from time to time at the Practice's discretion. The Practice will provide reasonable notice to Members of any material changes to office hours.

10.2 Telehealth and Secure Messaging. Telehealth visits via phone or secure video platform and secure messaging through the patient portal are available during regular business hours. The Practice will make reasonable efforts to respond to secure messages within one (1) business day. Response times may vary due to volume, Provider availability, and other clinical demands.

10.3 After-Hours Urgent Questions. For urgent (non-emergency) medical questions after business hours, Members should call the Practice's main phone number at 540-800-6753 and follow the recorded prompts for after-hours guidance, or submit a message through the Practice's patient portal. The Practice will make reasonable efforts to address urgent clinical questions in a timely manner; however, after-hours response is not guaranteed and is not a substitute for emergency care.

10.4 Life-Threatening Emergencies. For any life-threatening emergency, the Member must immediately call 911 or proceed to the nearest hospital emergency room. The Member shall not wait for a response from the Practice in any emergency situation. This Practice is **not a 24/7 service and is not an on-call emergency medical provider.**

10.5 Provider Absence and Coverage. The Provider may take periodic planned and unplanned leaves, including vacations, professional development, and medical leave. When the Provider anticipates an absence, the Practice will make reasonable efforts to arrange appropriate coverage by a qualified licensed provider and will notify Members in advance when practicable. The Practice shall provide Members with the name and credentials of any covering provider upon request.

10.6 No Emergency or On-Call Obligation. Nothing in this Agreement shall be construed to obligate the Practice or Provider to provide 24-hour on-call availability, emergency care, or response times that exceed what is reasonably practicable within a primary care DPC model.

SECTION 11 — HIPAA AND PRIVACY

11.1 HIPAA Compliance. The Practice is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act and all applicable implementing regulations (45 C.F.R. Parts 160 and 164). The Practice shall use and disclose the Member's Protected Health Information ("PHI") only as permitted or required by HIPAA and applicable state law.

11.2 Notice of Privacy Practices. The Practice maintains a Notice of Privacy Practices ("NPP") that describes how PHI may be used and disclosed and how the Member may exercise their rights under HIPAA. The Member will receive a copy of the NPP at or before the time of first service and will be asked to sign a separate acknowledgment of receipt. The NPP is also available at the Practice's office and on the Practice's website.

11.3 Electronic Communications. The Member may consent to communication via email, text message, or patient portal for appointment reminders, health updates, and clinical messages. The Member acknowledges that electronic communications, including email and text messages, are not guaranteed to be fully secure and may carry inherent privacy risks. By consenting to electronic communication, the Member accepts these risks. The Practice will make reasonable efforts to use secure communication channels.

11.4 Safeguards. The Practice implements appropriate administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of the Member's PHI, consistent with HIPAA Security Rule requirements.

11.5 Member Rights Under HIPAA. The Member has the right to: (a) access and obtain a copy of their PHI; (b) request amendment of inaccurate or incomplete PHI; (c) request an accounting of disclosures of their PHI; (d) request restrictions on certain uses and disclosures of PHI; and (e) receive confidential communications of PHI. Requests may be submitted in writing to the Practice's Privacy Officer or administrative staff.

11.6 Breach Notification. In the event of a breach of unsecured PHI as defined under the HIPAA Breach Notification Rule (45 C.F.R. Part 164, Subpart D), the Practice shall notify affected Members without unreasonable delay and in no event later than sixty (60) calendar days after discovery of the breach, as required by applicable law.

SECTION 12 — MEDICARE AND MEDICAID DISCLAIMER

12.1 Medicare Participation Status. The Member is encouraged to confirm at the time of enrollment whether the Practice participates in Medicare. If the Practice does not participate in Medicare:

- The Practice will not bill Medicare for any services covered under this Agreement;
- The Member remains solely responsible for the payment of the monthly membership fee and all other fees under this Agreement;

- The Member retains all Medicare rights and benefits, and may use Medicare for services not covered by this Agreement, including specialist care, hospital care, and emergency care;
- If the Member is a Medicare beneficiary who requires services outside the scope of this Agreement, the Member should use Medicare or supplemental coverage for such services.

12.2 Medicaid Members. The Practice does not bill Medicaid for services covered under this Agreement. Membership fees paid under this Agreement are not a substitute for Medicaid coverage and may not be reimbursed by Medicaid. Medicaid members should be aware that Medicaid programs may not recognize DPC membership fees as covered expenses. Members with Medicaid coverage are advised to consult with their Medicaid case manager regarding their coverage options.

12.3 Confirmation Advised. The Medicare and Medicaid participation status of the Practice may change. The Member is responsible for confirming the current participation status of the Practice with Practice staff at the time of enrollment and annually thereafter.

SECTION 13 — LIMITATION OF LIABILITY AND SCOPE OF PRACTICE

13.1 No Guarantee of Outcomes. This Agreement does not constitute, and shall not be construed as, a guarantee of any specific health outcome, treatment result, or clinical finding. The Provider will exercise reasonable professional judgment and provide care consistent with applicable standards of practice; however, the Practice makes no warranty, express or implied, regarding the results of any treatment, diagnosis, or service rendered under this Agreement.

13.2 Member's Responsibility for Emergency and Specialist Care. The Practice and Provider shall not be liable for any harm, injury, loss, or damage arising from or related to the Member's failure to seek timely emergency care, specialist care, or other care outside the scope of this Agreement when such care was clinically recommended or when the Member's condition required it. The Member's obligation to seek appropriate emergency care is set forth in Sections 9.5 and 10.4.

13.3 Scope of Provider Practice. Dr. LaTaya T. Whitaker, DNP, is a doctoral-prepared, dual-certified Nurse Practitioner authorized to practice in the Commonwealth of Virginia within the scope defined by Virginia law, including the Nurse Practitioner Practice Act (Va. Code § 54.1-2957 et seq.) and applicable regulations of the Virginia Board of Nursing. All clinical services provided under this Agreement are rendered within the Provider's authorized scope of practice.

13.4 Licensing Board Rights Preserved. Nothing in this Agreement limits, restricts, or waives the Member's right to file a complaint with the Virginia Board of Nursing, the Virginia Department of Health Professions, or any other appropriate licensing or regulatory body regarding the conduct or competence of the Provider or Practice staff. This Agreement does not constitute a waiver of any regulatory rights.

13.5 Limitation on Indirect Damages. To the maximum extent permitted by applicable Virginia law, neither the Practice nor the Provider shall be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement or the services provided hereunder. This limitation shall not apply to claims arising from gross negligence or willful misconduct.

SECTION 14 — DISPUTE RESOLUTION

14.1 Good-Faith Negotiation. In the event of any dispute, claim, or controversy arising out of or relating to this Agreement, the services provided hereunder, or the relationship between the parties (a "Dispute"), the parties shall first attempt in good faith to resolve the Dispute through direct negotiation. The party asserting a Dispute shall provide the other party with written notice describing the nature of the Dispute and the relief sought. The parties shall have thirty (30) calendar days from the date of such notice to resolve the Dispute through good-faith negotiation.

14.2 Mediation. If the Dispute is not resolved through negotiation within the period specified in Section 14.1, either party may demand non-binding mediation before a mutually agreed-upon mediator in Stafford County, Virginia. The cost of mediation shall be shared equally by the parties unless otherwise agreed. Mediation is a prerequisite to the commencement of any litigation.

14.3 Litigation. If a Dispute is not resolved through negotiation or mediation, either party may pursue the Dispute in a court of competent jurisdiction. This Section 14 does not limit either party's right to seek injunctive or other equitable relief in a court of competent jurisdiction where necessary to prevent irreparable harm.

14.4 Governing Law. This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the Commonwealth of Virginia, without regard to its conflict of law principles.

14.5 Venue. The parties irrevocably consent to the exclusive jurisdiction and venue of the courts of Stafford County, Virginia, or the United States District Court for the Eastern District of Virginia, Alexandria Division, for the resolution of any Dispute not resolved pursuant to Sections 14.1 and 14.2.

SECTION 15 — AMENDMENTS

15.1 Practice's Right to Amend. The Practice reserves the right to amend, modify, or supplement the terms of this Agreement at any time by providing the Member with written notice of the proposed changes at least **sixty (60) calendar days** before the effective date of the amendment. Notice may be provided by mail, email, or patient portal notification.

15.2 Acceptance by Continued Membership. If the Member continues to participate in and pay for membership following the expiration of the sixty (60) day notice period, such continued participation shall constitute the Member's acceptance of the amended Agreement. If the Member does not accept a proposed amendment, the Member may terminate the Agreement by giving thirty (30) days' notice before the amendment's effective date using any method listed in Section 8.1.

15.3 Material Changes. Any amendment that constitutes a material change to the scope of covered services, membership fees, or the fundamental nature of this Agreement shall, to the extent required by applicable Virginia law, require the Member's written acknowledgment or re-execution of the Agreement before taking effect.

15.4 Member Amendments. This Agreement may not be amended, modified, or supplemented by the Member except by a written instrument signed by an authorized representative of the Practice.

SECTION 16 — ENTIRE AGREEMENT; SEVERABILITY

16.1 Entire Agreement. This Agreement, including any Exhibits attached hereto, constitutes the entire agreement between the Practice and the Member with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, warranties, negotiations, and understandings, whether oral or written, between the parties relating to the subject matter of this Agreement.

16.2 Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction or other lawful authority, such provision shall be deemed modified to the minimum extent necessary to make it enforceable, or, if it cannot be so modified, severed from this Agreement. The invalidity, illegality, or unenforceability of any provision shall not affect the validity, legality, or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

16.3 No Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that party's right to enforce such provision in the future. No waiver of any provision shall be effective unless made in writing and signed by the waiving party.

16.4 Headings. Section headings are included for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

16.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures and electronically transmitted signatures shall be deemed valid and binding to the same extent as original signatures.

SIGNATURE BLOCK — EXECUTION OF AGREEMENT

By signing below, the undersigned parties acknowledge that they have read, understand, and agree to be bound by all terms and conditions of this Direct Primary Care Membership Agreement, including all Exhibits attached hereto.

FOR THE MEMBER (OR LEGAL GUARDIAN IF MEMBER IS A MINOR)

Printed Name

Signature

Date: Date of Birth:

Relationship to Member (if signing as Legal Guardian): Leave blank if Member is signing for themselves

FOR MINOR PATIENT (COMPLETE ONLY IF MEMBER IS UNDER AGE 18)

Minor Patient Name (Printed):

Minor Patient Date of Birth:

FOR THRIVE HOLISTIC HEALING, LLC

Authorized Representative Signature

Printed Name: Dr. LaTaya T. Whitaker, DNP

Title: Founder & Provider, Thrive Holistic Healing, LLC

Date:

EXHIBIT A

MEMBER ACKNOWLEDGMENTS AND INITIALS CHECKLIST

To be completed, initialed, and signed by the Member (or Legal Guardian) at time of enrollment.

Please initial each item below to confirm your understanding and agreement. All items must be initialed for enrollment to be complete.

Initials	Acknowledgment
	I understand and acknowledge that this Membership Agreement is **NOT health insurance**, is not a health plan, and does not satisfy any federal or state health insurance mandate or minimum essential coverage requirement.
	I understand and acknowledge that the one-time enrollment fee of **$250.00 is non-refundable** under all circumstances, including early cancellation, relocation, or change in health status.
	I understand that I must provide

Initials	Acknowledgment
	30 days' notice using any method in Section 8.1. Notice begins on receipt, even if confirmation is delayed. I remain responsible for membership fees through the initial three-month minimum commitment.
	I understand that **laboratory testing, bloodwork, imaging, vaccines, and other diagnostic services are billed separately** from my monthly membership fee and are not included in the membership.
	I authorize Thrive Holistic Healing, LLC to automatically charge my payment method on file for my monthly membership fee and any other amounts owed under this Agreement, and I agree to maintain a valid payment method on file at all times.
	I have received, reviewed, and been given the opportunity to ask questions about the Practice's **Notice of Privacy Practices**, and I understand how my Protected Health Information (PHI) will be used and disclosed.
	I understand that this Practice **does not provide emergency care** and is not a substitute for emergency medical services. I will call 911 or go to the nearest hospital emergency room for any life-threatening emergency and will not rely on this Practice for emergency care.
	I understand that membership access and included visits continue through my cancellation date. Any partial final billing period is

Initials	Acknowledgment
	prorated for the remaining days. Payments for days beyond the final date are refunded, and separately agreed non-membership services are billed independently.

By signing below, I confirm that I have initialed each item above, that I have had the opportunity to ask questions regarding this Membership Agreement and the Acknowledgments contained in this Exhibit A, and that all of my questions have been answered to my satisfaction.

MEMBER (OR LEGAL GUARDIAN) SIGNATURE — EXHIBIT A

Printed Name

Signature

Date:

> ⓘ **Notice to Member**
>
> This Exhibit A is incorporated into and made a part of the Direct Primary Care Membership Agreement between the Member and Thrive Holistic Healing, LLC. Retain a fully executed copy of this Agreement and Exhibit A for your records. If you have any questions about this Agreement, contact the Practice at 540-800-6753 or visit our office at 2761 Richmond Hwy, Suite 207, Stafford, VA 22554.