

1. **Medical Services.** As used in this Agreement, the term "Medical Services" shall mean those medical services that the Physician, himself is permitted to perform under the laws of the State of Florida and that are consistent with his training and experience as a medical physician, as the case may be and include the following:

- Same-day or next day appointments
- After hours and weekend telehealth (Zoom or other acceptable platform) appointments if necessary
- Custom wellness plan to include exercise and dietary plan
- Personal exercise prescription

2. **Non-Medical, Personalized Services.** The Practice shall also provide Patient with the following non-medical services ("**Non-Medical Services**"):

(a) **24/7 Furthermore, Medigap and other supplemental plans may elect not to make payments for items and services that are not paid for by Medicare. Access.** Patient shall have access to the Physician via one or more of the following methods of communication: text messaging, instant messaging, video chat, and direct telephone to the Physician on a twenty-four hour per day, seven day per week basis. Patient shall be given a phone and other contact information where Patient may reach the Physician directly at any time. During the Physician's absence for vacations, continuing medical education, illness, emergencies, or days off, the Practice will arrange for the services of an appropriately licensed healthcare provider for assistance in obtaining medical services. Patient shall be given instructions as to how to contact such healthcare provider.

(b) **E-Mail Access.** Patient shall be given the Physician's e-mail address to which non-urgent communications can be addressed. Such communications shall be dealt with by the Physician or staff member of the Practice in a timely manner. Patient understands and agrees that email and the internet should never be used to access medical care in the event of an emergency, or any situation that Patient could reasonably expect may develop into an emergency. Patient agrees that in such situations, when a Patient cannot speak to Physician immediately in person or by telephone, that Patient must call 911 and follow the directions of emergency medical personnel.

(c) **No Wait or Minimal Wait Appointments.** Every effort shall be made to assure that Patient is seen by the Physician immediately upon arriving for a scheduled office visit or after only a minimal wait. If Physician foresees a minimal wait time, Patient shall be contacted and advised of the projected wait time.

(d) **Same Day/Next Day Appointments.** When Patient calls or e-mails the Physician prior to noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule an appointment with the Physician on the same day. If the patient calls or e-mails the Physician after noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule Patient's appointment with the Physician on

the following normal office day. In any event, however, the Practice shall make every reasonable effort to schedule an appointment for Patient on the same day that the request is made.

(e) ***Specialists.*** Physician shall coordinate with medical specialists and primary care physicians to whom Patient is referred to assist Patient in obtaining specialty care. Patient 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 to the Practice.