



Jolly Giant Pediatrics PLLC

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EMPLOYER-SPONSORED DIRECT PATIENT CARE AGREEMENT

Pediatric Membership | Texas Occupations Code Chapter 117

THIS AGREEMENT IS NOT INSURANCE

This is a direct patient care agreement under Chapter 117 of the Texas Occupations Code. It is not health insurance, accident insurance, or coverage under Title 8 of the Texas Insurance Code, and it is not regulated by the Texas Department of Insurance. Jolly Giant Pediatrics PLLC is not an insurer or a health maintenance organization. This Agreement does not cover hospitalization, emergency care, specialty care, surgery, prescription medications, outside laboratory or imaging services, or vaccines. Employer and each participating family are strongly advised to maintain separate health insurance coverage or a health care sharing arrangement for those needs.

1. Parties and Effective Date

This Employer-Sponsored Direct Patient Care Agreement (this "**Agreement**") is entered into as of _____, 20____ (the "**Signature Date**"), by and between:

Practice	Jolly Giant Pediatrics PLLC, a Texas professional limited liability company, acting by and through Daniel Dvoskin, D.O., NPI 1801356159 ("JGP" or the "Practice").
Employer	Legal name: _____
	Entity type / state: _____ Principal address: _____
	EIN (optional): _____ Approximate number of employees: _____
Employer contact	Name / title: _____ Email: _____ Phone: _____

JGP and Employer are referred to individually as a "Party" and together as the "Parties."

2. Background and Statutory Basis

(a) Employer wishes to sponsor pediatric direct patient care memberships at JGP for the dependent children of its eligible employees, and JGP is willing to provide those services on the terms below.

(b) Section 117.001(3) of the Texas Occupations Code defines a direct patient care agreement to include an agreement entered into by the physician and the patient's legal representative's or guardian's employer on behalf of the patient. This Agreement is made under that authority.

- (c) Under Section 117.003, a direct patient care agreement is not health or accident insurance and is not subject to regulation by the Texas Department of Insurance.
- (d) Under Section 117.004, JGP may not bill an insurer or health maintenance organization for direct patient care paid for under this Agreement.
- (e) Under Section 117.006, JGP must give written or electronic notice that the agreement is not insurance before entering into it. That notice appears on the first page of this Agreement and in the acknowledgment at Exhibit C.

3. Definitions

Eligible Employee	An employee of Employer who meets the eligibility criteria Employer sets out in Exhibit B and who is the parent or legal guardian of at least one child, or whose spouse or partner is.
Enrolled Child	A child from birth through nineteen (19) years of age who is listed on the roster at Exhibit A, for whom a completed Exhibit C packet is on file with JGP, and for whom the applicable fee is current.
Parent	The parent or legal guardian who signs Exhibit C for an Enrolled Child and who holds all rights to consent to and direct that child's medical care.
Family Unit	All Enrolled Children of the same Eligible Employee household.
Activation Date	The date this Agreement becomes active under Section 4.
Membership Month	A calendar month for which fees are billed under Section 8.
Sponsored Membership	The membership of a single Enrolled Child funded in whole or in part by Employer under this Agreement.

4. Conditions to Activation — Minimum of One Enrolled Child

This Agreement does not become active, and JGP owes no clinical services under it, until at least one (1) Enrolled Child is enrolled and paid for.

- (a) Conditions. This Agreement becomes active only when all of the following have occurred: (i) both Parties have signed it; (ii) at least one (1) Enrolled Child appears on the roster at Exhibit A with a completed Exhibit C packet on file; and (iii) JGP has received the first Membership Month fee and the enrollment fee for that child.
- (b) Activation Date. The Activation Date is the first day of the first Membership Month for which fees are received under Section 4(a)(iii).
- (c) Signature without enrollment. A signed Agreement with no Enrolled Child creates no obligation on either Party other than the confidentiality obligations in Section 13, and expires automatically if no child is enrolled within _____ days (default: ninety (90) days) after the Signature Date.
- (d) Falling to zero. If the number of Enrolled Children falls to zero during the Term, billing stops as of the end of the last paid Membership Month and clinical services under this Agreement suspend. The Agreement reactivates automatically when a new child is enrolled. If the roster remains empty for _____ consecutive months (default: three (3)), either Party may terminate on written notice, and the twelve-month commitment in Section 5 is not extended or tolled by the dormant period.

5. Term — Twelve-Month Commitment

(a) Initial Term. The initial term is twelve (12) consecutive months beginning on the Activation Date (the "Initial Term").

(b) Individual memberships. Select one:

☐ The twelve-month commitment applies at the Employer level only. Individual Sponsored Memberships may be added or removed month to month under Section 9, subject to the fee rules in Section 8.

☐ Each Sponsored Membership also carries its own twelve-month commitment measured from that child's enrollment date.

(c) No termination for convenience. Employer may not terminate this Agreement for convenience during the Initial Term. If Employer terminates during the Initial Term other than for JGP's uncured material breach under Section 14(a), Employer remains responsible for fees for the remainder of the Initial Term, calculated on the roster in effect on the termination date, OR an early termination amount equal to _____ months of fees, whichever the Parties select here: _____.

(d) Renewal. After the Initial Term this Agreement renews automatically for successive twelve (12) month terms unless either Party gives written notice of non-renewal at least _____ days (default: thirty (30)) before the end of the then-current term.

(e) Survival. Sections 10, 11, 12, 13, 14(d) and 15 survive termination.

6. Services Included in the Membership

JGP provides the following to each Enrolled Child from birth through nineteen (19) years of age, at no charge beyond the monthly fee:

- Unlimited office visits, with no per-visit charge and no cap on the number of visits.
- Same-day or next-day appointments in the ordinary course.
- Appointment lengths of approximately thirty (30) minutes, with no fixed cap on visit time.
- Direct 24/7 access to the pediatrician by phone, text message, and email.
- Virtual visits and telemedicine.
- Annual well-child examinations.
- Sports, camp, and school physicals.
- Acute and urgent care for illness and injury within the scope of office-based pediatrics.
- Chronic disease management.
- Mental and behavioral health care, including early autism assessment for children four (4) years of age and younger, and the evaluation and treatment of conditions such as anxiety and depression, with coordination of multidisciplinary care where indicated.
- Medical weight management.
- In-house testing, as listed on JGP's published fee schedule.
- Minor laboratory work and minor office procedures. Where a specific laboratory test or procedure carries an additional charge, JGP will quote that charge before the service is performed.
- Coordination with outside specialists and consultants.
- A third-trimester prenatal consultation for an expecting Eligible Employee or the spouse or partner of an Eligible Employee, covering newborn care and the first days at home.

Additional services Employer and JGP agree to include, if any: _____.

7. Services Not Included

The monthly fee does not cover, and this Agreement does not provide:

- Vaccines. JGP administers vaccines in the office by appointment through its partner VaxCare. Vaccines are billed to the family's health insurance or at a cash price and are not included in the membership fee.
- Outside laboratory work, imaging, and referrals, which are sent through the family's health insurance.
- Specialty and consultant care, hospital care, emergency department care, ambulance transport, and urgent care center visits.
- Prescription medications and pharmacy costs.
- Special laboratory tests and procedures that carry an additional charge, which will be quoted before the service is performed.
- Any service outside the scope of office-based pediatric primary care.
- Other exclusions agreed by the Parties: _____.

This Agreement is not a substitute for health insurance. Employer will advise each participating family in writing to maintain separate health insurance coverage or a health care sharing arrangement for hospital, emergency, specialty, and vaccine needs.

8. Fees

(a) Published rates. Fees are JGP's published rates as of the Signature Date:

Membership category	Rate
Enrolled Child, birth through four (4) years of age	\$150.00 per child, per month
Enrolled Child, five (5) through nineteen (19) years of age	\$100.00 per child, per month
Family maximum — three (3) or more Enrolled Children in one Family Unit	\$300.00 per Family Unit, per month
New patient enrollment fee	\$50.00, one time, per child
In-house testing	Included in the membership fee

(b) Age-tier transition. The rate for an Enrolled Child moves from \$150.00 to \$100.00 per month effective the first day of the Membership Month following the child's fifth birthday, unless the Parties select otherwise here: _____.

(c) Family maximum. The \$300.00 family maximum applies where three (3) or more Enrolled Children of the same Family Unit are enrolled at the same time. It does not aggregate across separate households.

(d) Cost allocation. Employer pays _____% of the monthly fee for each Sponsored Membership; the Eligible Employee pays the remaining _____% by payroll deduction or other means Employer arranges. The one-time enrollment fee is paid by: ☐ Employer ☐ Eligible Employee.

(e) Invoicing. JGP invoices Employer monthly in advance on the _____ day of each month, based on the roster in effect on the _____ day of the preceding month. Payment is due within _____ days (default: fifteen (15)) of the invoice date by: ☐ ACH ☐ credit card ☐ check ☐ other: _____.

(f) Mid-month changes. A child added mid-month is billed: ☐ a full Membership Month ☐ a prorated amount for the days remaining. A child removed mid-month is billed for the full Membership Month in which removal occurs, and no partial refunds are issued.

(g) Late payment. Amounts unpaid after _____ days accrue a late charge of _____% per month or \$_____ flat, as selected here: _____. JGP may suspend Sponsored Memberships on _____ days' written notice if an invoice remains unpaid more than _____ days past due, except that JGP will not withhold emergency stabilizing care during the notice period.

(h) Fee changes. Rates are fixed for the Initial Term. JGP may change rates for any renewal term on at least _____ days' (default: sixty (60)) written notice before the renewal date. If Employer objects, Employer may decline to renew under Section 5(d).

(i) Enrollment fee. The one-time \$50.00 enrollment fee is charged once per child on first enrollment and is not refundable. It is not charged again if a child re-enrolls within _____ months (default: twelve (12)) of a prior lapse.

9. Enrollment and Roster Administration

(a) Roster. The current roster of Enrolled Children is maintained at Exhibit A. Employer will submit roster additions and removals in writing by the _____ day of the month for effect the following Membership Month.

(b) Packet required. No child becomes an Enrolled Child until the Parent has completed and signed the packet at Exhibit C, which includes demographic information, consent to treat, JGP's privacy notice, and the acknowledgment that this arrangement is not insurance.

(c) Employer authority. Employer represents that, for each child it enrolls, it has the Parent's written authorization to enroll that child and to furnish the Parent's and child's enrollment information to JGP. Employer will not enroll a child over a Parent's objection.

(d) Panel capacity. JGP limits its total patient panel in order to preserve access and appointment length. Enrollment is subject to available capacity at the time of each request. JGP will notify Employer in writing if capacity is reached and will maintain a waiting list in order of request. Capacity reserved for Employer under this Agreement, if any: _____ memberships.

(e) Employment changes. If an Eligible Employee's employment ends, Employer will notify JGP within _____ days. The affected Sponsored Memberships end at the close of the last paid Membership Month, and JGP will offer the family the option to continue on an individual membership at JGP's then-published rates.

10. Physician-Patient Relationship and Clinical Independence

(a) Whose relationship. The physician-patient relationship is between JGP and the Enrolled Child, acting through the Parent. It is not between JGP and Employer. Employer is a payer under this Agreement and nothing more.

(b) No interference. Employer will not direct, review, restrict, or attempt to influence any clinical decision, referral, treatment plan, or medical record of an Enrolled Child. This reflects Section 117.005 of the Texas Occupations Code, which prohibits interference with a physician who provides direct patient care or with a person who pays a direct fee for it.

(c) Professional judgment. JGP exercises independent medical judgment at all times and makes no guarantee of any particular clinical result. Membership does not create an entitlement to any specific test, medication, referral, or treatment.

(d) Acceptance and discharge. JGP may decline to accept a child whose needs fall outside the scope of its practice, and may discharge a patient for cause — including repeated missed appointments, abusive conduct toward staff, or a breakdown in the treatment relationship — on _____ days' (default: thirty (30)) written notice to the Parent and Employer, with emergency care available during that period.

(e) Coverage and absence. When Dr. Dvoskin is unavailable, JGP will arrange reasonable coverage or direct families to appropriate care. Twenty-four hour access means direct access to the practice; it does not mean the

office is open twenty-four hours, and it does not replace emergency services. For any emergency, families should call 911 or go to the nearest emergency department.

11. Not Insurance; No Insurance Billing; HSA Treatment

- (a) Not insurance. The notice on the first page of this Agreement is the disclosure required by Section 117.006 of the Texas Occupations Code. Employer will deliver that same notice, in the form at Exhibit C, to every Parent before that Parent's child is enrolled.
- (b) No insurance billing. JGP will not bill any insurer or health maintenance organization for direct patient care paid for under this Agreement, consistent with Section 117.004. Membership fees are not deductibles, copayments, or coinsurance, and are not credited toward any insurance plan's cost-sharing.
- (c) Insurance still recommended. JGP does not accept insurance for membership services. Families should maintain separate coverage for specialty care, hospital care, emergency care, vaccines, and outside labs and imaging. JGP will supply documentation of services so that families may seek reimbursement from their own plans where their plans allow it.
- (d) HSA and pre-tax accounts — informational only. Federal legislation effective January 1, 2026 permits direct primary care fees to be paid from health savings account funds within stated monthly limits, reported as \$150 per month for an individual and \$300 per month for a family. Amounts Employer pays directly are not employee HSA expenditures. Nothing in this Agreement is tax advice. Each Party and each Eligible Employee is responsible for confirming the treatment of these amounts with its own tax advisor.

12. Employer Responsibilities and Benefit-Plan Characterization

- (a) Employer's determination. Employer is solely responsible for determining whether its sponsorship of memberships under this Agreement creates, or forms part of, an employee welfare benefit plan under ERISA, a group health plan, a cafeteria plan under Internal Revenue Code Section 125, or any other arrangement subject to federal or state benefits law — and for all resulting plan document, reporting, disclosure, continuation-coverage, nondiscrimination, and tax obligations.
- (b) JGP's role. JGP is a service provider only. JGP is not a plan sponsor, plan administrator, named fiduciary, or third-party administrator, and makes no representation about the benefits, tax, or payroll treatment of any payment under this Agreement.
- (c) Eligibility rules. Employer sets and applies its own eligibility criteria at Exhibit B and is responsible for offering this benefit on a lawful, nondiscriminatory basis.
- (d) Payroll and withholding. Employer is responsible for correct payroll treatment of employer-paid amounts and for administering any employee payroll deductions.
- (e) Communication. Employer will not describe this benefit to employees as insurance, as a health plan, or as a substitute for health insurance, in any written or oral communication.

13. Confidentiality and Medical Information

- (a) What Employer receives. JGP will disclose to Employer only the information needed to administer this Agreement: the name and date of birth of each Enrolled Child, the associated Eligible Employee, enrollment and termination dates, the applicable rate, and amounts billed and paid.
- (b) What Employer does not receive. JGP will not disclose to Employer any diagnosis, treatment, visit history, test result, medication, referral, or other clinical information about any Enrolled Child or family member, and Employer will not request it. The fact that a child is enrolled is not clinical information; everything downstream of it is.

- (c) Applicable law. JGP maintains the confidentiality of patient records in accordance with applicable state and federal law, including Chapter 181 of the Texas Health and Safety Code and, to the extent applicable, the Health Insurance Portability and Accountability Act and its implementing regulations.
- (d) Employer's handling. Employer will keep enrollment information confidential, limit access to personnel who need it for benefits administration and payroll, and will not use it for any employment decision.
- (e) Confidential business terms. Each Party will keep the other's non-public business information confidential during the Term and for _____ years (default: two (2)) afterward.

14. Termination

- (a) For material breach. Either Party may terminate on written notice if the other commits a material breach and fails to cure it within _____ days (default: thirty (30)) after written notice describing the breach.
- (b) For non-payment. JGP may terminate immediately on written notice if an invoice remains unpaid more than _____ days (default: forty-five (45)) past due.
- (c) Immediate termination. Either Party may terminate immediately if the other becomes insolvent, makes an assignment for the benefit of creditors, or has a bankruptcy proceeding filed against it that is not dismissed within sixty (60) days; or if JGP loses or surrenders the license required to provide the services.
- (d) Effect of termination. Sponsored Memberships end at the close of the last paid Membership Month. Enrollment fees are not refundable. Fees accrued before termination remain payable. JGP will make medical records available to each Parent in accordance with Texas law, will provide up to _____ days (default: thirty (30)) of transitional care to avoid abandoning a patient in active treatment, and will offer each family the option to continue on an individual membership at then-published rates.

15. General Provisions

- (a) Independent parties. The Parties are independent contractors. Nothing here creates a partnership, joint venture, agency, or employment relationship, and neither Party may bind the other.
- (b) No third-party beneficiaries. Except that an Enrolled Child and that child's Parent may rely on the services described in Section 6 and the confidentiality commitments in Section 13, this Agreement creates no rights in any third party.
- (c) Assignment. Neither Party may assign this Agreement without the other's written consent, which will not be unreasonably withheld, except that either Party may assign to a successor to all or substantially all of its business on written notice.
- (d) Notices. Notices must be in writing and delivered by hand, by nationally recognized overnight courier, by certified mail return receipt requested, or by email with confirmed receipt, to:

To JGP: Jolly Giant Pediatrics PLLC 2004 Old Granger Rd Taylor, Texas 76574 Email: _____	To Employer: _____ _____ _____ Email: _____
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(e) Governing law and venue. This Agreement is governed by the laws of the State of Texas, without regard to conflict-of-laws principles. Exclusive venue lies in the state courts of Williamson County, Texas, unless the Parties select an alternative below.

(f) Dispute resolution. Select one: ☐ Litigation in the venue stated above. ☐ Mediation in _____ County, Texas, as a condition precedent to suit. ☐ Mediation followed by binding arbitration under the rules of _____.

(g) Limitation. Neither Party is liable to the other for indirect, incidental, special, consequential, or punitive damages. This limitation does not apply to JGP's professional liability to a patient, to either Party's indemnification obligations, or to Employer's obligation to pay fees.

(h) Insurance. JGP maintains professional liability coverage in amounts customary for a solo pediatric practice in Texas and will furnish a certificate on request. Minimum limits, if the Parties specify any: \$ _____ per occurrence / \$ _____ aggregate.

(i) Force majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, except for the obligation to pay amounts already due.

(j) Severability. If any provision is held unenforceable, the rest remains in force and the unenforceable provision is modified to the least extent necessary to make it enforceable.

(k) Entire agreement; amendment. This Agreement, with its Exhibits, is the entire agreement between the Parties on this subject and supersedes all prior discussions. It may be amended only in a writing signed by both Parties, except that Exhibit A may be updated administratively under Section 9(a).

(l) Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original.

The Parties sign below as of the Signature Date.

JOLLY GIANT PEDIATRICS PLLC By: _____ Name: Daniel Dvoskin, D.O. Title: Owner and Treating Physician Date: _____	EMPLOYER By: _____ Name: _____ Title: _____ Date: _____
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EXHIBIT A
Roster of Enrolled Children

Employer: _____ Roster effective: _____

A child becomes an Enrolled Child only when a completed Exhibit C packet is on file with JGP and the first month's fee is received.

#	Child — last, first	Date of birth	Age tier	Eligible Employee (parent/guardian)	Enrollment date	Monthly rate
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						

Total Enrolled Children: _____ Family maximums applied: _____ Total monthly amount: \$ _____

Authorized for Employer: _____ Date: _____



EXHIBIT B

Eligibility, Cost Allocation, and Fee Worksheet

B-1. Employee eligibility criteria set by Employer

Classes of employees eligible: _____

Minimum hours or tenure required: _____ Waiting period, if any: _____

Children eligible: ☐ all dependent children birth through 19 ☐ other: _____

B-2. Rates in effect

Category	Rate	Employer share	Employee share
Birth through age 4	\$150 / month	\$_____	\$_____
Age 5 through age 19	\$100 / month	\$_____	\$_____
Family maximum (3+ children)	\$300 / month	\$_____	\$_____
Enrollment fee (one time, per child)	\$50	\$_____	\$_____

B-3. Billing details

Invoice date: _____ of each month Roster cutoff: _____ of prior month Payment terms: net _____

Payment method: ☐ ACH ☐ credit card ☐ check ☐ other: _____

Billing contact: _____ Email: _____ Phone: _____

Purchase order or reference number, if required: _____



EXHIBIT C

Parent or Guardian Enrollment, Consent, and Acknowledgment

One packet per child. Must be completed before the child is enrolled.

C-1. Child and parent information

Child's full name	_____
Date of birth	_____ Sex: _____ Preferred name: _____
Parent or guardian	_____
Relationship to child	_____ Employer of parent/guardian: _____
Home address	_____
Phone / email	_____ / _____
Second contact	Name: _____ Relationship: _____ Phone: _____
Current insurance	Carrier: _____ Member ID: _____ (used for vaccines, labs, imaging, referrals only)
Preferred pharmacy	_____
Known allergies	_____
Preferred language	_____

C-2. Required disclosure — this is not insurance

I understand that my child's membership at Jolly Giant Pediatrics PLLC is a direct patient care agreement under Chapter 117 of the Texas Occupations Code. It is NOT health insurance, it is NOT accident insurance, it is NOT coverage under Title 8 of the Texas Insurance Code, and it is NOT regulated by the Texas Department of Insurance. Jolly Giant Pediatrics is not an insurer and is not a health maintenance organization. This membership does not pay for hospital care, emergency care, specialty care, surgery, prescription medications, outside laboratory or imaging services, or vaccines. I have been advised to keep separate health insurance or a health care sharing arrangement for those needs.

C-3. Consent to treat

I am the parent or legal guardian of the child named above and I have the legal right to consent to that child's medical care. I authorize Jolly Giant Pediatrics PLLC and Daniel Dvoskin, D.O. to provide medical evaluation and treatment to my child, in person and by telemedicine, including by phone, text message, email, and video.

C-4. Employer sponsorship

I understand that my employer, or my spouse's or partner's employer, is paying all or part of the monthly membership fee for my child. I authorize that employer to give Jolly Giant Pediatrics the enrollment information

above for that purpose. I understand that my employer will receive only enrollment and billing information — my child’s name, date of birth, enrollment dates, and amounts billed — and will not receive any information about my child’s diagnoses, treatment, visits, test results, medications, or referrals.

I understand that if my employment or my spouse’s or partner’s employment ends, the sponsored membership ends at the close of the last paid month, and that I may continue the membership at Jolly Giant Pediatrics’ published individual rates.

C-5. Communication preferences

I authorize Jolly Giant Pediatrics to contact me about my child’s care by: ☐ phone ☐ text message ☐ email ☐ patient portal. I understand that text message and email are not fully secure and I accept that risk.

Best number for urgent contact: _____ Best email: _____

C-6. Financial acknowledgment

I understand that certain special laboratory tests and procedures carry an additional charge, that Jolly Giant Pediatrics will quote any such charge before performing the service, and that vaccines are administered through VaxCare and billed to insurance or at a cash price. I understand the one-time enrollment fee of \$50 per child is not refundable.

C-7. Signature

Parent or guardian signature: _____ Printed name: _____ Date: _____	Received by Jolly Giant Pediatrics: _____ Printed name: _____ Date: _____
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