

## DIRECT PRIMARY CARE MEMBERSHIP AGREEMENT

This DIRECT PRIMARY CARE MEMBERSHIP AGREEMENT (this "Membership Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, a limited liability company, located at \_\_\_\_\_ (the "Practice") and ("Member" or "Patient").

1. **MEMBERSHIP.** Member hereby agrees to enroll as a member in the Practice's direct primary care membership program ("Membership Program") beginning on the Effective Date set forth above. By being a member of the program, Member shall be eligible to receive certain basic services described on Exhibit A ("Covered Services"), attached hereto and made a part hereof, and shall be subject to the conditions and limitations described therein. Membership in the Practice's Membership Program includes only the Covered Services specifically described in Exhibit A. The Practice may add or discontinue Covered Services at any time, as it may choose in its sole discretion. The Practice shall provide at least sixty (60) days' advance written notice upon any change to the Covered Services listed in Exhibit A.

2. **MEMBERSHIP FEES.** Initial sign-up fee in the amount of \$29.99 which is applied towards Member's first month's Membership Fee. Member agrees to pay a monthly fee ("Membership Fee") in accordance with the schedule attached hereto as Exhibit B, and made a part hereof ("Membership Fee Schedule"). Membership Fees shall be due in arrears on the same day of each month following the Effective Date, and will cover the Member's membership for the month immediately prior (e.g. if the sign-up date is May 15th, Member's membership is effective on May 15th and the Membership Fee for the month of May is due on June 15th). Any fees or charges that are not included in the Membership Fee (i.e. fees for non-covered services) shall be due at the time of service. For purposes of this Membership Agreement, "Family" includes only legal dependents and is limited to two (2) adults. This Agreement shall be for a period of one year and shall renew automatically unless terminated as provided under Paragraph 5 below.

A. **NONPAYMENT.** In the event that the Member is unable to pay the monthly Membership Fee in full and on time, the Practice may, in its sole discretion, terminate this Membership Agreement in accordance with section 5A. It is the Member's responsibility to maintain a correct and up-to-date credit/debit card number on file.

B. **CHANGES TO MEMBERSHIP FEE SCHEDULE.** The Practice may amend the Membership Fee Schedule at any time, as it may determine in its sole discretion, upon providing Member at least 60 days' advance written notice.

3. NON-COVERED SERVICES. Member understands and acknowledges that Member is responsible for any charges incurred for health care services performed outside of the physical office space location as set forth above, including, but not limited to, emergency room visits, hospital and specialist care, and imaging and lab tests performed by third parties. Member shall also be responsible for any charges incurred for health care services provided by the Practice but not specifically described on Exhibit A.

The Practice strongly encourages the Member to maintain health insurance during the term of this Membership Agreement to cover services that are not provided under this Membership Agreement. Member should purchase health insurance to cover, at a minimum unpredictable and catastrophic expenses.

4. INSURANCE. Member acknowledges and understands that this Membership Agreement or Membership in the Practice does not provide comprehensive health insurance coverage, nor is it a contract of insurance. Member represents that Member has contacted Member's insurance health insurance company to discuss any limitations or restrictions that may be imposed upon Member by signing the agreement for self-pay status attached hereto and incorporated by reference herein. This agreement is not health insurance and the primary care provider will not file any claims against the patient's health insurance policy or plan for reimbursement of any primary care services covered by the agreement. This agreement does not qualify as minimum essential coverage to satisfy the individual shared responsibility provisions of the Patient Protection and Affordable Care Act, 26 USC §500A. This Agreement is not workers compensation insurance and does not replace an employer's obligations under chapter 440, Florida Statutes." A. INSURANCE CLAIMS. Member acknowledges and understands that the Practice is not a participating provider in any Medicaid or private health care plan. Member acknowledges and understands that the Practice will not bill insurance carriers on Member's behalf for Covered Services provided to Member and the Practice will not bill any health care plan of which the Member may be a subscriber or beneficiary for Membership Fees due and owing to the Practice under this Membership Agreement. Membership Fees may not be submitted to insurance companies for reimbursement.

B. TAX-ADVANTAGED MEDICAL SAVINGS ACCOUNTS. As of the date hereof, it is unlikely that the Membership Fees described in Section 2 constitute eligible medical expenses that are payable or reimbursable using a tax advantaged savings account such as a health savings account ("HAS"), medical savings account ("MSA"), flexible spending arrangements ("FSA"), health reimbursement arrangement ("HRA"), or other health plans similar thereto (collectively referred to as a "tax advantaged savings account"). Every health plan is uniquely different. Member should consult with their health benefits advisor regarding whether Membership Fees may be paid using funds contained in Member's tax-advantaged savings account, as may be applicable. C. HEALTH PLANS. Because the Practice is not a participating provider in any Medicaid or private health care plan, third party payers may not count the Membership Fees incurred pursuant to this

Membership Agreement toward any deductible Member may have under a health plan. Member should consult with their health benefits advisor regarding whether Membership Fees may be counted toward the Member's deductible under a health plan, as may be applicable.

5. TERMINATION OF AGREEMENT. Termination of this Membership Agreement shall cause the termination of Member's membership in the Membership Program described herein.

A. TERMINATION BY PRACTICE. The Practice may terminate this Membership Agreement upon providing Member thirty (30) days advance written notice. Termination will be effective starting thirty (30) days after notification. Upon termination, the Practice shall comply with all rules and regulations of the State of Florida Medical Board regarding the provision of emergent care for 30 days after termination and cooperate in the transfer of Member's medical records to the Member's new primary care physician, upon the Member's written request and direction. In addition, this Agreement shall be terminable immediately upon breach of the physician-member relationship or this Agreement.

B. TERMINATION BY MEMBER. Member may terminate this Membership Agreement upon providing thirty (30) days advance written notice to Practice. Such termination shall be effective on the 30th day. Membership Fees shall not be pro-rated for any terminal month. Monthly Membership Fees will continue to accrue until Member's written notice of termination is received by Practice at its office location set forth above.

6. INDEMNIFICATION. Member agrees to indemnify and to hold the Practice and its members, officers, directors, agents, and employees harmless from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses, including interest, penalties, attorney fees, etc. which are imposed upon or incurred by the Practice as a result of the Member's breach of any Member's obligations under this Agreement.

7. ENTIRE AGREEMENT. This Membership Agreement constitutes the entire understanding between the parties hereto relating to the matters herein contained and shall not be modified or amended except in a writing signed by both parties hereto.

8. WAIVER. The waiver of either the practice or Member of a breach of any provisions of this Membership Agreement must be in writing and signed by the waiving party to be effective and shall not operate or be construed as a waiver of any subsequent breach by either the Practice or Member.

9. CHANGE OF LAW. If there is a change of any law, regulation or rule, federal, state or local, which affects this Membership Agreement, any terms or conditions incorporated by reference in this Membership Agreement, the activities of the Practice under this Membership Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and the Practice reasonably believes in good faith that the change will have a substantial adverse effect on the Practice's rights, obligations or operations associated with this Membership Agreement, then the Practice may, upon written notice, require the Member to enter into good faith negotiations to renegotiate the terms of this Membership Agreement. If the parties are unable to reach an agreement concerning the modification of this Membership Agreement within ten (10) days after the effective date of change, then the Practice may immediately terminate this Membership Agreement upon providing written notice to Member.

10. GOVERNING LAW. This Agreement and the rights and obligations of the Practice and Member hereunder shall be construed and enforced pursuant to the laws of the State of Florida.

11. ASSIGNMENT/BINDING EFFECT. This Membership Agreement shall be binding upon and shall inure to the benefit of both the Practice and Member and their respective successors, heirs and legal representatives. Neither this Membership Agreement, nor any rights hereunder, may be assigned by the Member without the written consent of the Practice.

IN WITNESS WHEREOF, the parties have caused this Membership Agreement to be effective on the Effective Date first above written.