



## DIRECT PRIMARY CARE MEMBERSHIP AGREEMENT

This DIRECT PRIMARY CARE MEMBERSHIP AGREEMENT (this "Membership Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2018 to be effective on \_\_\_\_\_ 1, 2018 ("Effective Date") by and between JULIAN HEALTHCARE, LLC, an Indiana limited liability company, based at 61 East Main Street, Hagerstown IN (the "Practice") and \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (collectively referred to herein as, "Patient" as applicable).

1. **Membership.** Patient 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, Patient shall be eligible to receive certain basic medical 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 thirty (30) days' advance written notice upon any change to the Covered Services listed in Exhibit A. Visits are not transferable between family members.

2. **Membership Fees.** In addition to the one-time non-refundable registration fee in the amount of Twenty-Five Dollars (\$25.00) per Patient, Patient agrees to pay a monthly fee ("Membership Fee") in accordance with the schedule available at the Julian Healthcare office. The one-time registration fee is due at the time of application. The initial monthly fee is due prior to the Effective Date (date of the first visit with Susan) when the Patient is accepted into the Practice. Thereafter, Membership Fees shall be due on the fifteenth (15) day of each month following the Effective Date and will cover the Patient's membership for that month. Membership Fees shall not be pro-rated for any month. 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.

A. **Late Fee.** In the event that Patient is unable to pay the monthly Membership Fee in full and on time, Patient shall be charged a late fee of Fifty Dollars (\$50.00) and the Practice may, in its sole discretion, terminate this Membership Agreement. There will be a 5-day Grace Period.

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 Patient at least sixty (60) days' advance written notice.

3. **Non-Covered Services.** Patient understands and acknowledges that Patient 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. Patient shall also be responsible for any charges

incurred for health care services provided by the Practice not specifically described in Section 1 hereof. THE PRACTICE STRONGLY ENCOURAGES THE PATIENT TO MAINTAIN HEALTH INSURANCE DURING THE TERM OF THIS MEMBERSHIP AGREEMENT TO COVER SERVICES THAT ARE NOT PROVIDED UNDER THIS MEMBERSHIP AGREEMENT. PATIENT SHOULD PURCHASE HEALTH INSURANCE TO COVER, AT MINIMUM, UNPREDICTABLE AND CATASTROPHIC EXPENSES.

4. Insurance. PATIENT 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.

A. Insurance Claims. Patient acknowledges and understands that the Practice is not a participating provider in any governmental or private health care plan. Patient acknowledges and understands that the Practice will not bill insurance carriers on Patient's behalf for Covered Services provided to Patient and the Practice will not bill any health care plan of which the Patient may be a subscriber or beneficiary for Membership Fees due and owing to the Practice under this Membership Agreement.

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 ("HSA"), medical savings account ("MSA"), flexible spending arrangement ("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. Patient should consult with their health benefits advisor regarding whether Membership Fees may be paid using funds contained in Patient's tax-advantaged savings account, as may be applicable

C. High Deductible Health Plans. Because the Practice is not a participating provider in any governmental or private health care plan, third party payers may not count the Membership Fees incurred pursuant to this Membership Agreement toward any deductible Patient may have under a high deductible health plan. Patient should consult with their health benefits advisor regarding whether Membership Fees may be counted toward the Patient's deductible under a high deductible health plan, as may be applicable.

D. Medicare. Patient acknowledges and understands that the Practice has opted out of participation in Medicare. This means that Medicare cannot be billed for any services performed by the Practice. Patient agrees not to seek reimbursement from Medicare for the membership fee.

5. Termination by Practice. The Practice may terminate this Membership Agreement upon providing Patient 30 day advance written notice. Upon termination, the Practice shall cooperate in the transfer of Patient's medical records to the Patient's new primary care provider, upon the Patient's written request and direction. If the Practice deems it necessary to terminate before the end of the contract period, fees will stop accumulating effective the last day of the month in which termination is effective.

6. Termination by Patient. Patient may terminate this Membership Agreement for any reason at the time the contract expires, which is 12 months from the Effective Date, upon providing 30 days advance written notice to Practice. Membership Fees shall not be pro-rated for any month. Monthly Membership Fees will continue to accrue until the end of the contract period, regardless of when the Patient chooses to leave the Practice unless Patient pays a \$400 early termination fee due at time of early termination.

7. Reinstatement. In the event Patient terminates this Membership Agreement, a new application with applicable fees will be needed if it has been greater than 60 days since the Patient's last visit with the Practice.

8. Renewal. Contracts will renew automatically annually on the date the agreement first became effective unless terminated as outlined above.

9. Indemnification. Patient 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 Patient's breach of any of Patient's obligations under this Agreement.

10. 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.

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

Julian Healthcare, LLC

By: \_\_\_\_\_

Susan Julian, NP

PATIENT

\_\_\_\_\_

Patient Name [Please Print]

\_\_\_\_\_

Patient/Guardian signature

## EXHIBIT A COVERED SERVICES

- Same or next day in-person, telephone, or video appointments Monday through Thursday. We will be available electronically and by telephone after office hours for urgent problems.
- Office care and minor procedures, as medically indicated:
  - Pap smears (Patient will be responsible for the laboratory fee for reading the sample.)
  - In office labs including glucose finger stick, rapid strep test, dipstick urinalysis, urine pregnancy test
  - Injections (steroid, lidocaine, diluent, ketorolac, antibiotic, promethazine are included, but other injectables are not)
- Access to cash pay discounts. We can negotiate on the Patient's behalf from various third parties, such as imaging centers and laboratories. We will offer, at Julian Healthcare's very low cost, lab tests through our contracted lab for cash pay patients. We can also submit your insurance information to the third-party labs & imaging centers.
- Organization and review of historic and outside medical records
- \* Research on difficult patient conditions
- Free and discounted wellness classes hosted or presented by Susan or her designee
- Visit Types (in-person, by telephone, or video) - which will be counted as the allowed number per contract year:
  - ✓ Annual physical/well child-can include sports/camp/school/employment (Susan is not DOT certified)
  - ✓ Chronic illness/symptoms treatment plans
  - ✓ Acute- illness/injury
  - ✓ Urgent care after hours by telephone or video
  - ✓ Individualized lifestyle coaching by Susan or her designee: Nutrition/Exercise/Stress management/Sleep optimization

### EXCLUDED SERVICES:

- Anything not specifically listed as a Covered Service shall be a non-covered service
- Any health care services not performed on or within the premises of Julian Healthcare, LLC, including emergency room visits, hospital stays, specialist care, imaging and labs, etc.
- Medical tests not performed in the office (actual "reading" of pap smears for example)
- Durable medical equipment (braces, splints, crutches, etc.)