



DIRECT PRIMARY CARE MEMBERSHIP AGREEMENT

This DIRECT PRIMARY CARE MEMBERSHIP AGREEMENT (this "Membership Agreement") is made this ___ day of _____, to be effective on _____ ("Effective Date") by and between JULIAN HEALTHCARE, LLC, an Indiana limited liability company, located at 100 W. Main Street, Cambridge City, IN 47327, (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 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 in "Covered Services". Participation in the Practice's Membership Program includes only the Covered Services specifically described. 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. Visits are not transferable between family members.

2. **Membership Fees.** Patient agrees to pay a monthly fee in accordance with the schedule attached. 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 prorated 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 30 days advance 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.

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. 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 the 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 prorated 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 the time of early termination.

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

8. Indemnification. Patient agrees to indemnify and 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 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

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 *

- ~ In office labs including glucose finger stick, dipstick urinalysis, urine pregnancy test

- ~Injections (steroid, diluent, ketorolac, antibiotic, promethazine are included)

- ~ Albuterol nebulizer treatments

*Patient will be responsible for the laboratory fee for interpreting the Pap sample.

- Access to cash pay discounts. We will offer a 25% discount on lab tests and no venipuncture fee through our contracted lab for cash pay patients.

- 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 the health coach: 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.)

MEMBERSHIP FEE SCHEDULE

The initial fee is \$400 which includes a 1 hour appointment with Susan and 1 hour for Susan to research your case and develop a treatment plan and also includes an appointment with our health coach.

One adult (Or a child <19 years with a chronic health condition, as determined by Julian Healthcare, but commonly a condition > 3 month duration) \$100/month

Well child (< 19 yr old) 4 visits per year \$40/month; 2 children \$65; 3 or more children \$90

> 4 visits \$150 per visit per child; visits not transferable between children

FAMILY PLANS

2 Adults: spouse or parent/adult child \$175/month

add 1 child \$215

2 children \$240

3+ children \$265

children in the family plan are also eligible for 4 visits per year, if > 4 visits \$150 per visit per child

1 Parent with children:

1 child \$140/month

2 children \$165

3+ children \$190, with the same 4 visit rule