

## DIRECT PRIMARY CARE MEMBERSHIP AGREEMENT

This **DIRECT PRIMARY CARE MEMBERSHIP AGREEMENT** (this "Membership Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ to be effective on \_\_\_\_\_ 1, 20\_\_ ("Effective Date") by and between **Care2u Medical Services**, located at , 1230 Hwy 70 East, Suite 1, New Bern, North Carolina, 28560, (the "Practice") 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 sixty (60) days' advance written notice upon any change to the Covered Services listed in Exhibit A.

**2. Membership Fees.** Patient 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 are based on age and family size. Membership Fees shall be due in arrears on the first day of each month following the Effective Date, and will cover the Patient's membership for the month immediately prior (e.g. if the sign-up date is May 15th, patient's membership is effective on June 1 and the Membership Fee for the month of June is due on July 1). 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 Thirty Dollars (\$30.00) 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 but

not specifically described in Section 1 hereof. **THE PRACTICE STRONGLY ENCOURAGES THEPATIENT 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 EVENTS.**

**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 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. 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 adviser regarding whether Membership Fees may be counted toward the Patient's deductible under a high deductible health plan, as may be applicable.

**5. Termination by Practice.** Termination of this Membership Agreement shall cause the termination of Patient's membership in the Membership Program described herein.

Termination By Practice. The Practice may terminate this Membership Agreement upon providing Patient advance written notice. Such termination shall be effective on the last day of then-current calendar month. Upon termination, the Practice shall cooperate in the transfer of Patient's medical records to the Patient's new primary care physician, upon the Patient's written request and direction.

Termination by Patient. Patient may terminate this Membership Agreement at any time and for any reason, upon providing advance written notice to Practice. Such termination shall be effective on the last day of the then-current calendar month. Membership Fees shall not be pro-rated for any month. Monthly Membership Fees will continue to accrue until Patient's written notice of termination is received by Practice at its office location set forth above.

6. **Reinstatement.** In the event Patient terminates this Membership Agreement after the Effective Date hereof, Patient shall be ineligible for membership for a period of eighteen (18) months following the effective date of termination, unless Patient pays a fee in the amount of Five Hundred Dollars (\$500.00) ("Early Reinstatement Fee").
7. **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.
8. **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.
9. **Waiver.** The waiver of either the Practice or Patient 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 Patient.
10. **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 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 Patient 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 Patient.

**11. Governing Law.** This Agreement and the rights and obligations of the Practice and Patient hereunder shall be construed and enforced pursuant to the laws of the State of North Carolina.

**12. Assignment/Binding Effect.** This Membership Agreement shall be binding upon and shall insure to the benefit of both the Practice and Patient and their respective successors, heirs and legal representatives. Neither this Membership Agreement, nor any rights hereunder, may be assigned by the Patient without 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.

Care2u Medical Services, PLLC

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

Richard Lynch, MD

**PATIENT**

\_\_\_\_\_  
Patient Name [Please Print]

\_\_\_\_\_  
Patient Signature

## EXHIBIT A

### COVERED SERVICES

#### COVERED SERVICES WITH BASIC MEMBERSHIP:

- Same day appointments Monday and Thursday. We will be available by telephone after office hours. Contact us by phone if there is an urgent problem.
- Up to three visits per month included with monthly premium to provide comprehensive primary care medicine.
- Availability via phone, portal messaging, home visits and telemedicine. Not all conditions can be handled with these indirect methods and the Patient may be asked to make an in-office appointment.
- Office care and minor procedures, as medically indicated:
  - Hemorrhoid treatment
  - Dipstick urinalysis
  - EKG with interpretation
  - Spirometry with interpretation
  - Pap smears \*
  - In office labs including Lipid Panel, HgbA1C, CMP, CBC, TSH, Rapid Strep Test\*
  - Joint injections\*\*
  - Stitches for cuts\*\*
  - Skin biopsies \*\*

\*Patient will be responsible for the laboratory fee for reading the sample.

\*\*Patient will be responsible for the cost of any procedures. The fee will be discounted 60%.

Other Limitations:

- Organization and review of historic and outside medical records
- Use of electronic medical records to help keep Patient's preventive services up to date and track referrals, labs, imaging reports until results are available

**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 Care2u Medical Services, including emergency room visits, hospital stays, specialist care, imaging and labs, etc.
- Vaccines/medications (administration is included)
- Medical tests not performed in the office (actual "reading" of pap smears for example)
- Durable medical equipment (braces, splints, etc.)

**EXHIBIT B**  
**MEMBERSHIP FEE SCHEDULE**

**WHOLE FAMILY DIRECT CARE PRICE LIST**

<b>Basic Monthly Membership Fee</b> (Requires a credit card on file.)		
1 <sup>st</sup> Adult	\$49/month	\$539/annual
Spouse	\$39/month	\$429/annual
Child with Adult Membership	\$19/month	\$209/annual
Child without Adult Membership	\$39/month	\$429/annual
Office Scheduling Fee	\$10/visit	-----
No Show Fee	\$20/visit	-----
Monthly Processing Fee	\$5/month	-----
Late Payment Fee	\$30/payment	-----
Non-Honored Payment Fee	\$15/payment	-----

\*\*First three (3) months can be paid in advance for a discount. \$107 total for 3 months' membership fees. This is equal to a discount of \$13.33 per month.

\*\*Annual contract option available. \$539 annually, paid up front. This is equal to one (1) month's discount.

**ADDITIONAL MONTHLY PACKAGES**

Patients may choose to add on the following services for the following prices (per person):

Telemedicine Visit	\$35/visit (50% discount)
House Call Sick Visit	\$80/visit (\$50 for visit + \$20 travel fee + \$10 scheduling fee) (50% discount)
Additional Office Visit (Above 3 per month)	\$20/visit (\$10 for visit + \$10 scheduling fee) (75% discount)

NOTE:

- The prices of the monthly packages listed above are based on the Patient's 12-month commitment beginning from the first of the month of sign-up date. Patient shall not terminate the monthly package prior to the expiration of 12 months. In the event Patient terminates the monthly package prior to the expiration of 12 months, Patient shall pay a termination fee equal to difference between the a la carte price for the visits actually used by Patient since the sign-up date, and the monthly fees actually received by the Practice for the monthly package (e.g. Patient uses six (6) of the 12 months of Patient's annual contract. Patient has paid the monthly \$49.00/month fee for six months and terminates the package in month six. Patient's termination fee is \$249.00 (\$588.00 [total fee for 12 months] - \$294.00 [6 months left in contract] = \$294.00).
- While the Practice will make every effort to accommodate the Patient's schedule, it is the Patient's responsibility to make sure the Patient gets all of his/her appointments scheduled by the end of the year. Since the above-listed services are being offered at such a discounted price, the practice cannot offer refunds on unused visits.