Direct Primary Care Membership Agreement

This DIRECT PRIMARY CARE MEMBERSHIP AGREEMENT (this "Membership Agreement") is made this_____ day of _____, 20____ by and between LEGACY FAMILY HEALTHCARE, LLC, in Indiana limited liability company, located at 308 S Scott St., Warsaw, IN 46580 (the "Practice") and (the "Patient").

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 shell be eligible to receive certain basic medical services as described on Exhibit A ("Covered Services"), attached hereto, and made 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.** In addition to the one-time registration fee in the amount of Twenty-five Dollars ($25.00) per Patient (or $50.00 per Family as defined herein), 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"). The one-time registration fee is due on the Effective Date hereof. Membership Fees shall be due in the 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 June 15th, patient's membership is effective on June 15th and the Membership Fee for the month of June is due on July 1). Membership Fees shall be pro-rated for the first month only. 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 the purposes of this Membership Agreement, "Family" includes only legal dependents and is limited to two (2) adults.

A. *NONPAYMENT.* In the event that the Patient 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 Patient'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 Patient a least 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 on Exhibit A.

* 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 a 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. Patient represents that patient has contacted Patient's insurance health insurance company to

discuss any limitations or restrictions that may be imposed upon patient by signing the agreement for self-pay status attached hereto and incorporated by reference herein.

INSURANCE CLAIMS. Patient acknowledges and understands that the Practice is not a participating provider in any Medicaid 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. Membership Fees may not be submitted to insurance companies for reimbursement.

A. *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.

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

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

A. *TERMINATION BY PRACTICE*. The practice may terminate the Membership Agreement upon providing Patient advance written notice. Termination will be effective starting five (5) business days after notification. Upon termination, the Practice shall comply with all rules and regulations of the State of Indiana Medical Board regarding the provision of emergent care for 30 days after termination and 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.

B. *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 terminal month. Membership Fees will continue to accrue until the 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 six (6) months following the effective date of termination, unless Patient pays a fee in the amount of five hundred dollars ($500.00) ("Reinstatement Fee").

7. **INDEMNIFICATION.** Patient agrees to indemnify and hold to the Practice and its members, officers, directors, agents, and employees harmless from and against all demands, claims, actions or causes pf action, assessments, losses, damages, liabilities, cost, 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 a writing signed by both parties hereto.

9. **WAIVER.** The waiver of either Practice or Patient of a breach of any provisions of this Membership Agreement must be in writing and signed by the waving party to be effective and shall not operate of be constructed 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, states 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 substantial adverse effect on the Practice's rights, obligations or operations associated with this Membership Agreement, 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 Indiana.

12. **ASSIGNMENT/BINDING EFFECT.** Membership Agreement shall be binding upon and shall inure 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 written above.

LEGACY FAMILY HEALTHCARE, LLC, an Indiana limited liability company

_____

Patient Name (Please Print)

_____

Patient Signature (*Parent/Guardian if Patient is under age 18)*

EXHIBIT A

COVERED SERVICES WITH BASIC MEMBERSHIP

Same day or next business day office appointment Monday-Friday excluding holidays. Appointment types include wellness exams, acute and chronic disease management, and multiple procedures (listed below).
Access to provide comprehensive primary care via phone. Not all conditions can be handled with these indirect methods and the Patient may be asked to make an in-person appointment.

OFFICE CARE AND MINOR PROCEDURES INDLUDED AS MEDICALLY INDICATED:

- Dipstick urinalysis
- Fingerstick glucose
- Stool test for blood
- Urine pregnancy test
- Tuberculosis screening
- EKG with interpretation
- Ear wax removal
- Rapid flu test
- Rapid strep test
- Mono spot test
- PAP smear *
- Patients 18 and older, annual set of screening labs**
- Joint injections
- Other injections/vaccinations--medications included except***
- Nebulizer treatment
- Skin biopsies*
- Stitches for cuts/wound care

- Sports Physicals
- CDL Certification Physicals

EXCEPTIONS TO ABOVE:

*****Patient will be responsible for laboratory fee
**Diagnostic lab test fees (other than once a year screening lab tests which are covered) are available at wholesale cost to members.
In-Office Urine Drug Screen - $10

One-page forms, such as work/school excuses are included.
Forms more than one page may be charged additional fees (for example, but not limited to—disability, FMLA, attorney correspondence).

OTHER BENEFITS:

Access to cash pay discounts we are able to negotiate on the Patient's behalf from various third parties for medications dispensed from Legacy's in house Pharmacy and any labs indicated that are not included in Membership Fee (see Exhibit "C")
Organization and review of historic and outside medical records.

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 Legacy Family Healthcare, LLC, including emergency room visits, hospital stays, specialist care, imaging, and labs, etc.

- Durable medical equipment
- Any care delivered by providers not affiliated with the Practice.

EXHIBIT B

MEMBERSHIP FEE SCHEDULE

	1 month	3 months	6 months	1 year
Adult 18-64 years	$65	$195	$390	$780
Senior 65 + years	$55	$165	$330	$660
Family (2 adults & 2 children) *	$170	$510	$1020	$2040
Adult & 1 child*	$85	$255	$510	$1020
A Child Rate of $20 per month is reserved for patients 2-17 years of age. *Additional Children may be added to Family plans for $10 per month per child.				