



MEMBERSHIP AGREEMENT MED2YOU DIRECT PRIMARY CARE

This Membership Agreement (“Agreement”) is between **Med2You (the “Clinic”)** and **you (the “Patient” or “You”)** including any covered Family Members (defined below). The Agreement is intended to comply with the Georgia Direct Primary Care Act and describes the ongoing primary care services (“DPC Services”) that You are eligible to receive under the Clinic’s Direct Primary Care Program (“DPC Program.”). By signing this Agreement, **YOU** agree to participate in the DPC Program and comply with the terms of the DPC Program and this Agreement.

Section 1. General.

The DPC Program is intended to promote personal responsibility for health care in a cost-effective manner. By participating in the DPC Program, you are eligible to receive DPC Services. Please understand that the DPC Program is not insurance, and it should not be viewed as a replacement for insurance.

Section 2. DPC Providers.

Membership in the DPC Program entitles you to receive primary care services from one or more of the Clinic’s physicians or advanced practice providers listed at www.med2you.com (each, a “DPC Provider” and, collectively, “DPC Providers”). In the event the Clinic’s DPC Providers change, Med2You will notify you of any such changes.

DPC Providers initially will furnish DPC Services in an in office or telemedicine setting at the location(s) identified at www.med2you.com. DPC Services include direct access to your DPC Provider (e.g., phone, text, email), and include certain out of office services described on Exhibit A.

Section 3. DPC Services.

(a) In exchange for payment of the monthly DPC membership fee (described in Section 5), the Clinic and its DPC Providers will furnish the DPC Services described in this Agreement. DPC Services include ongoing primary care services furnished by a primary care physician or advanced practice providers, both medical and nonmedical, and certain amenities which are offered by the Clinic. DPC Services do not include emergency care services. All DPC Services will be furnished in accordance with the Clinic’s policies and procedures. A more complete description of DPC Services is attached as Exhibit A.

(b) The Clinic, in its sole and absolute discretion, reserves the right to accept or decline any application for the DPC Program for any reason: provided, however, that the Clinic shall not refuse to accept a new

patient or discontinue care to an existing DPC Program member solely because of the patient's health status.

Section 4. Non-Covered Services.

Services that are not included as part of the DPC Program are separately described on Exhibit B ("Non-Covered Services") and will be separately billed in accordance with the Clinic's standard fee schedule and processes.

You are required to pay the Clinic at the time of service for any items and services that are not covered as a DPC Service and not otherwise covered by insurance.

Section 5. Membership Fee.

In exchange for DPC Services, you agree to pay the Clinic a monthly membership fee ("Membership Fee"). The Membership Fee is paid through a monthly debit to your credit card or checking account through a third party vender (Hint Health or Stripe) or by cash/check. A card/bank account must be put on file, even if you pay by cash or check, to cover the initial 3 month minimum. This may be auto processed on the due date at the close of the day. **Memberships are billed at the beginning of each month and payment is due by the last day of the month for care provided, unless otherwise coordinated with the Clinic's billing manager.** The Patient agrees to bear sole financial responsibility for the Membership Fee and agrees not to submit to their insurer or HAS/FSA any bill, invoice, or claim for payment or reimbursement for such Membership Fee or for the Services. The monthly Membership Fee pricing can be found at www.med2you.com. HSA/FSA accounts may be used for medications, shots, labs, and additional fees as relatable to treatment-but not for membership fees/dues.

All Family Members must enroll in the same practice location, however, may choose different DPC Providers at the practice location if available. Any changes to provider or location will need approval from the office manager.

The Clinic will furnish at least (30) days advance written notice to You in the event of any change of the Membership Fees.

Section 6. Additional Fees.

Beyond the monthly Membership Fee, other fees may be incurred through the practice that are beyond medication and laboratory pricing. An overview of noncovered services can be found in Exhibit B.

Applicable Enrollment Fee of \$125-250 is payable upon execution of this Agreement and is nonrefundable.

A \$50 fee will be incurred for any bad checks. Additionally, there is a \$25 restocking fee for medications that are filled at our inhouse pharmacy and not picked up within 5 days. Electronic notification may be sent prior to charging this fee: however, it is still your responsibility to get your medications.

Section 7. Non-Participation in Insurance.

You acknowledge and agree that the DPC Services will **not** be billed to any health insurance, HMO, or other plan, or a federal health care program such as Medicare or Medicaid (collectively, "Plans"), and neither the Clinic nor any DPC Provider makes any representations regarding third party insurance coverage or payment for any DPC Service furnished under this Agreement. Non-Covered Services may or may not be covered by any Plan. **You retain full and complete responsibility for such determination.**

Section 8. Insurance or Other Medical Coverage.

You acknowledge that this Agreement is not a contract to provide health insurance, does not meet the insurance requirements of the federal Affordable Care Act, and is not intended to replace any existing or future health insurance or health plan coverage that You may carry. This Agreement is for ongoing primary care, and You may need to visit the emergency room or urgent care from time to time. It will not cover hospital services, or any other services not provided by the Clinic or its DPC Providers as part of the DPC Program. You acknowledge that the Clinic has advised You to obtain or keep in full force such health insurance policy(ies) or plans that will cover Patient for general healthcare costs. You are always responsible for the payment of any additional medical expenses that may occur.

Section 9. Term and Termination.

(a) This agreement **begins on the date it is signed, Enrollment Fee is paid**, and will continue a month to month basis until terminated.

(b) You may terminate this Agreement at any time, with or without cause, upon written or verbal notice to the clinic after the required three (3) month minimum. In the event you terminate your current Agreement, you and/or your Family Members will not be eligible for reenrollment into the DPC Program without first paying the reactivation fee of \$125-250(based on plan) and any amount that was left owed prior. Med2You retains the absolute discretion to refuse any re-enrollment application for any reason beyond the patient's health status. Following two (2) terminations by either party, you will no longer be eligible for reactivation. If your membership gets deactivated due to financial reasons, you will be required to pay amount owed prior to any medical records being released from Med2You.

(c) The Clinic may terminate the Agreement at any time, with or without cause, upon thirty (30) days written notice. (d) The Clinic may immediately terminate this Agreement if:

- (i) You fail to pay applicable fees owed pursuant to this Agreement;
- (ii) You have performed an act that constitutes as fraud;
- (iii) You repeatedly fail to adhere to a recommended treatment plan, including, but not limited to, the use of controlled substances;

Must Initial here: _____ (iv) You abuse the privilege of 24/7 access to our office and providers by repeat calls or texts for nonurgent/nonemergent issues;

Must Initial here: _____ (v) **You are abusive or present an emotional or physical danger or threat to the staff or other patients of the Clinic, as determined by the Clinic in its sole discretion;** or

(vi) the Clinic discontinues operation or discontinues the DPC Program in its current format.

(e) If a party provides written notice of termination of this Agreement, the Clinic may refund to the Patient a prorated amount of membership charges within thirty (30) days of receipt of the written notice pending review of care provided during that period.

(f) Unless previously terminated as set forth above, at the expiration of the initial 3 month term (and each succeeding monthly term), the Agreement will automatically renew for successive monthly terms upon the payment of the monthly fee at the beginning of the contract month. **There is a required three (3) month minimum upon enrollment.**

Section 10. Privacy & Communications.

As a member in the DPC Program, You understand and agree that communications with DPC Providers using email, facsimile, video chat, instant messaging, and cell phone are **not** guaranteed to be secure or confidential methods of communications. This may mean that conversations over certain communication platforms are preferable based on higher levels of data encryption, but many communication platforms, including email, texting, etc., may not be secured and may not remain confidential. If You initiate a conversation in which You disclose "Protected Health Information" ("PHI") on one or more of these communication platforms, then You will be deemed to have authorized the Clinic to communicate with You regarding PHI in the same format. **It is preferred that you communicate via the SPRUCE application, both for protection and practicality.**

Section 11. Severability.

If for any reason any provision of this Agreement shall be deemed, by a court of competent jurisdiction, to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the Agreement shall not be affected, and that provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.

Section 12. Reimbursement for Services if Agreement is Invalidated.

If this Agreement is determined to be invalid for any reason, and if the Clinic is therefore required to refund all or a prorated portion of the monthly fees paid by You, **you agree to pay the Clinic an amount equal to the standard charges for the services actually rendered to you during the period of time for which the refunded fees were paid.**

Section 13. Assignment.

This Agreement, and any rights You or the Clinic may have under it, may not be assigned, or transferred to any other person.

Section 14. Governing Law.

This Agreement shall be governed and construed under the laws of the State of Georgia and all disputes arising out of this Agreement shall be settled in a court of proper venue and jurisdiction for the Clinic's address in Georgia.

Section 15. Authorization.

Any individual signing this Agreement on behalf of an entity represents and warrants in his or her individual capacity that he or she has full authority to do so on behalf of such entity. Any individual signing this Agreement on behalf of any other individual(s) represents and warrants in his or her individual capacity that he or she has full authority to do so on behalf of such other individual(s).

Section 16. Entire Agreement.

This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understands and agreements regarding the subject matter of this Agreement.

Section 17. Copy.

The parties acknowledge and agree that a copy of this Agreement will be scanned into the Patient's chart upon execution. You have the right to request an additional copy.

Section 18. Minimum Enrollment Requirement.

You agree that by enrolling with MED2YOU that you will be bound to a 3 month minimum membership agreement. Cancellation before 3months will require payment of this obligation in full at the time of membership termination. Furthermore, you agree that the remaining balance due will be charged to your card/bank account on file at the time of cancellation unless other arrangements have been made with our office manager.

Section 19. Patient Understandings (initial each)

- _____ **This Agreement is NOT a medical insurance agreement.**
- _____ **I agree to pay all applicable fees associated with membership at MED2YOU**
- _____ **I do NOT have an emergent medical problem at this time.**
- _____ ***In the event of a medical emergency, I agree to call 911***
- _____ **In the event I have a complaint about MED2YOU, I will first notify MED2YOU**

_____ Agreement does NOT meet individual insurance requirement for the Affordable Care Act.
_____ I am enrolling myself (and my family, if applicable) in the practice voluntarily.
_____ I do NOT expect the practice to prescribe chronic controlled substances.
_____ I agree to a minimum of 3month membership
_____ I agree that my card/bank account on file may be charged for any remaining balance in full if I cancel my membership prior to the 3month minimum.

Section 20. DPC Member List.

Name: _____ DOB: _____ Email: _____
Address: _____ Phone: _____
Name/Relationship: _____ DOB: _____ Phone: _____
Name/Relationship: _____ DOB: _____ Phone: _____
Name/Relationship: _____ DOB: _____ Phone: _____
Name/Relationship: _____ DOB: _____ Phone: _____
Name/Relationship: _____ DOB: _____ Phone: _____

I certify that I have read, understand, and agree to the terms set forth in this DPC Program Agreement. I understand and agree that I am authorized to enroll the individual listed above and have custody of any minors identified above, I further certify that I have received a copy of this form if requested.

PATIENT SIGNATURE: _____ DATE: _____
PATIENT NAME: _____

EXHIBIT A

Description of DPC Program Services

This Agreement is for ongoing primary care services pursuant to Georgia law. You may need to use the care of specialists, emergency rooms, and urgent care centers that are outside the scope of this Agreement. Each DPC Provider will decide about the appropriate scope of primary care services offered by the Provider under the DPC Program. Examples of common conditions we treat, procedures we perform, and medications we prescribe are described below, and are subject to change.

- **Primary Care Services**
- Preventative Health

- Chronic Disease Management

➤ **Virtual/Telemedicine Care**

- Care Coordination
- RubiconMD – online specialist referral program
- Behavior and Lifestyle Management
- Referrals to needed community services/specialists
- Hospital and Specialist Care Coordination and Navigation

- ➤ **•Individualized Care/Health Plan**
- ➤ **•Adult, Pediatric and Women’s Preventative/Wellness Exams**
- ➤ **•School and Sports Physicals**
- ➤ **•DOT Physicals**
- ➤ **•Episodic/Sick Care**
-
- ➤ **•In-Office Procedures** – most available at low or no cost.

- EKG, Laceration Repair, Cryosurgery, Suture Removal, Ear Wax Removal, Skin Biopsy

- ➤ **•Behavioral Health Counseling** – via contracted provider upon availability
- ➤ **•Point of Care Lab Tests** – some have an associated nominal fee

- Urine Pregnancy, Rapid Strep, Mono, Urinalysis, Urine Drug Screen, Hemoglobin A1c, Lipid Panel, Rapid Flu, COVID-19

- ➤ **•Imaging** – Member pricing available at different facilities
- ➤ **•Immunizations** – limited availability due to cost-prohibitive nature of vaccines. We will make an effort to help you obtain needed vaccinations elsewhere in the most cost-effective manner possible.
- ➤ **•In-Office Pharmacy** – limited number of medications available at deeply discounted prices.
- ➤ **•Annual Laboratory Panel** (e.g., CBC, CMP, TSH, T3, T4, TPO, HgBA1c, Full Lipids, Urinalysis) - drawn in the office at no additional charge

- Additional labs/pathology available at a low, negotiated price through our lab vendors
DPC Providers will always make every effort to be available via phone, email, other methods such as “after hours” appointments when appropriate, but 24/7 availability is not guaranteed.
When possible, we prefer that you schedule visits more than twenty-four (24) hours in advance.

In general, we do not accept walk-in visits but make every attempt to provide same-day care in some capacity (e.g., telemedicine, face-to-face visits).

EXHIBIT B

Non-DPC Program Services

Services that do not constitute DPC Services will be considered Non-Covered Services.

Some ancillary services will be passed through “at cost” (no markup by us). Many services available in our office (such as EKGs) are available at low or no additional cost to you. In-Office Procedures we are generally comfortable performing are listed on the Clinic website. These are typically available at low or no additional cost unless otherwise designated, and these are also subject to change.

Medications will be ordered in the most cost-effective manner possible for the Patient. Examples of commonly dispensed medications and their prices (subject to change) can be provided upon request.

Laboratory studies done outside of an MED2YOU clinic are subject to specific lab facility fees are not eligible as a DPC Program Service.

Pathology studies (most commonly skin biopsies) will be ordered in the most economical manner possible and billed to you by the Clinic. A \$100 deposit is due at time of biopsy and will go toward the balance owed to the external provider/lab.

Obstetric Services & Specialty Gynecological Services are not provided through MED2YOU. You will be referred to one of our OB/Gyn Partners. Referral costs are the sole responsibility of the member.