

**REAL FAMILY MEDICINE, PLLC
DPC MEMBERSHIP AGREEMENT**

Real Family Medicine, PLLC (“Practice”) and _____, (“Patient”) hereby enter into this DPC Membership Agreement (“Membership Agreement”) with the Effective Date as stated in Section 1(c). Practice and Patient are referred to herein collectively as the “Parties.”

1. Membership, Program Services and Enrollment.

- a. Program Membership. Patient shall become a member in Practice’s Direct Primary Care Membership Program (“Program”), subject to the terms and conditions contained in this Membership Agreement by enrolling, as described in Section 1.c. and paying a Registration Fee, as defined in Section 2.a., and the periodic Monthly Membership Fee, as defined in Section 2.b. As a member of the Program, Patient shall be eligible to receive certain primary care medical services (“Program Services”) provided by Practice as specified in **Appendix A** attached hereto and incorporated herein by reference. Practice may add or discontinue a service in **Appendix A** in its sole discretion by updating Practice’s website of any change in the Program Services as well as emailing Patient at least thirty (30) days prior to the change.
- b. DPC not Concierge. This Agreement is for membership in Practice’s Direct Primary Care (“DPC”) Program and is not an agreement for membership in a concierge program. The difference between DPC and concierge is DPC provides patients with certain primary care medical services for the payment of a flat monthly fee. Concierge, on the other hand, involves patient’s payment of a flat monthly fee to obtain immediate or priority access to a physician but does not cover the cost of any medical services; patient’s insurance is billed for these medical services. Accordingly, while this Membership Agreement will provide after-hours access to Dr. Richards via call/text/email and, in the event of an acute issue, provide Patient with an office visit within 48 hours if medically necessary, excluding weekends, Patient will not be entitled to an immediate office visit or access to Dr. Richards whenever Patient so desires.
- c. Enrollment and Effective Date. Enrollment into the Program requires Patient to utilize Practice’s onboarding link to submit the required personal and billing information, sign this Agreement and any other required documents, pay the registration fee, and first month’s Program Service fee. Patients who have an established relationship with Dr. Richards will then be required to schedule their first, in-person appointment within the following ninety days. Patients without an established relationship with Dr. Richards are required to schedule their first, in-person appointment within the following 30 days. Alternatively, Patients who do not have access to the internet, may enroll by contacting the Practice by phone to arrange a convenient time to execute documents, make their first payment, and schedule an appointment. This Membership Agreement becomes effective on the date Practice confirms Patient’s first appointment.

2. Fees.

- a. Initial Registration Fee/Re-enrollment Fee. Each Patient shall pay a one-time, non-refundable registration fee of twenty dollars (\$20.00) to cover the costs associated with Patient’s initial enrollment into the Program (“Registration Fee”). In the event Patient terminates this Membership Agreement for any reason, Patient will be ineligible to re-enroll in the Program for a period of six (6) months following the effective date of termination. Notwithstanding the preceding sentence, Practice, in its sole discretion, may allow Patient who has terminated their Membership Agreement to re-enroll before the six (6) month period has passed. Any re-enrollment after

termination will require Patient to pay a re-enrollment fee in the amount of forty dollars (\$40.00) and sign a new Membership Agreement.

- b. Monthly Membership Fee. In addition to the Registration Fee, each Patient shall pay a Monthly Membership Fee (“MMF”) according to the fee schedule noted in **Appendix B**. This MMF can be setup by Patient as part of the enrollment process as either monthly automatic payments, pursuant to Section 3, or Patient can choose to pay Practice every month by check. Automatic payments will be processed every thirty days from the date of the first auto payment, or if paying by check, will be due every thirty days thereafter. Alternately, MMF may be paid yearly, every 6 months, or quarterly. These payment terms shall remain in effect until this Membership Agreement is terminated by either Party, subject to Section 14.
- c. Additional Fees. Only those services described in **Appendix A** and not requiring an additional fee are included in the MMF. Services described in **Appendix A** as requiring the payment of an additional fee will require payment to the Practice at the time the services are provided.
- d. Changes to Fees. Practice may change the amount of the Registration Fee, the MMF, referenced on **Appendix B**, and the additional fees described in **Appendix A**, or any other fees associated with this Membership Agreement at any time, in its sole discretion, upon providing Patient at least thirty (30) days’ advance notice by either emailing Patient or sending them notice in the mail.
- e. Late Fees. If Patient’s MMF is not made or fails for any reason when due, Patient agrees to pay a late fee of thirty dollars (\$30.00) to Practice within fourteen (14) days of the date Patient’s MMF was originally due.

3. Automatic Payment of Membership Fees.

- a. Credit Card. If Patient chooses to pay the MMF by automatic payments using a credit card, then Patient/Card Holder agrees to complete the attached **Appendix C**.
- b. Checking Account. If Patient chooses to pay the MMF by automatic payments using a checking account, then Patient or the bank account holder or authorized signor to the account (“patient/authorized signor”) shall complete the attached **Appendix D** providing Practice with Automated Clearing House (“ACH”) information to allow Practice to deduct the recurring MMF charges on a monthly basis. The origination of ACH transactions to patient/authorized signor’s account must comply with the provisions of U.S. law.
- c. Appearance and Recurring Debits. The MMF charge or debit will appear on card holder or patient/authorized signor’s bank statements as Real Family Medicine. No prior notification will be required unless the amount changes, in which case card holder or patient/authorized signor will receive notice from Practice at least thirty (30) days prior pursuant to Section 2d of this Agreement. This authorization will remain in effect until Patient cancels this Agreement in writing in accordance with the termination requirements in Section 14 of this Agreement. Card holder or patient/authorized signor will notify Practice in writing of any changes to card holder’s credit card information or patient/authorized signor’s account information at least 15 days prior to the next billing date.
- d. Timing of Automatic Debits. For credit card payments and ACH debits to a bank account, charges may be made, and funds may be withdrawn as soon as Patient enrolls utilizing Practice’s onboarding link. Thereafter, Patient will be charged every thirty days from the date Patient chose during the onboarding process.

- e. Auto Charges Rejected. If an ACH transaction is rejected for Non-Sufficient Funds, or Patient's credit card cannot be auto charged for any reason, Patient will receive an email with a link to update the credit card/bank account information. If this information is not updated by Patient within 14 days from when the payment was due, Practice will contact Patient to obtain updated credit card/bank account information and collect late payment fees in accordance with Section 2e above.
4. **Not Insurance**. This Membership Agreement for Program Services is NOT A CONTRACT FOR HEALTH INSURANCE, is not an insurance plan, and is not a substitute for health insurance or other health plan coverage. It will only cover the services as described in Appendix A. Patient should obtain or keep such health insurance policy(ies) or plans that will cover Patient for general healthcare costs.
5. **No Insurance Claims**. Practice will not bill any insurance carriers or health care plan to which Patient may be a subscriber or beneficiary for the MMF or any additional fees associated with Membership and the Program Services. Patient is solely responsible for payment for all Services Patient receives from Practice regardless of whether such Services are reimbursable or payable by Patient's insurance carrier. Any amounts due for additional fees that are not included in the Program will be paid by Patient at the time the services are rendered. Patient may ask Practice for an invoice for those Services that require an additional fee to be paid so that Patient may submit a claim for reimbursement to Patient's Insurance carrier if Patient believes the Services are reimbursable.
6. **No Reimbursement from Government Healthcare Programs**. Practice and its providers have opted out of participation in all governmental healthcare programs (including, but not limited to Medicare, Medicaid, TRICARE, CHIP, VHA, and IHS). This means that Practice cannot bill any of these government healthcare programs on behalf of Patient, nor can Patient make any attempt to collect reimbursement from any of these programs.
7. **Patient Requirements When Medicare Part B Beneficiary**. Any Patient that is a Medicare Part B Beneficiary will need to notify Practice of this fact and will be required to sign Practice's Medicare Private Contract prior to receiving any services. Failure to do so may lead to Patient's termination from the Program.
8. **Tax-Advantaged Medical Savings Accounts**. Some Patients may have tax-advantaged savings accounts, including, but not limited to, health savings accounts, medical savings accounts, flexible spending arrangements, health reimbursement arrangements, or other similar health plans (collectively, "Tax-Advantaged Savings Accounts"). Because every Tax-Advantaged Savings Account is unique, Patient is advised to consult with their accountant regarding whether any of the fees incurred pursuant to this Membership Agreement may be paid using funds contained in a Tax-Advantaged Savings Account.
9. **Other Insurance; High Deductibles**. Some services provided herein may be a covered benefit or covered service, at no cost to Patient, under Patient's health benefit plan. Further, third-party payers may not count the Membership Fees incurred pursuant to this Membership Agreement or the fees associated with additional services that are not included in the MMF 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 Patient's deductible under a high deductible health plan.

- 10. No Emergency Care.** Practice is not an emergency room, and accordingly, does not have the ability to treat Patient during a medical emergency. If Patient is experiencing a medical emergency, Patient should contact 911 or go to the nearest emergency room to seek immediate treatment.
- 11. Virtual Visits.** Virtual visits are included in the MMF but are at the sole discretion of Practice as there are times when a virtual visit is not suitable given the situation, which will require Patient to schedule an in-person appointment for treatment.
- 12. First Visit and Annual Wellness Visit.** While the Program Services include virtual visits, Patient's enrollment requires that patients schedule an appointment to be seen in person by Practice for an initial assessment/first visit within 90 days if Patient is transitioning from Dr. Richard's previous practice or within 30 days if Patient is new to Dr. Richards. Thereafter, Patient agrees to physically visit Practice for an annual wellness visit at least once per year following the anniversary of the Effective Date.
- 13. Term.** This Agreement shall become effective on the date Practice confirms Patient's first appointment as discussed in Section 1(c) above and shall automatically continue on a month-to-month basis thereafter until terminated by either Patient or Practice in accordance with the language contained in the following Section 14.
- 14. Termination.** Patient may terminate this Membership Agreement at any time but is required to so by completing the Written Notice of Membership Termination Form ("Term Form") which is available by contacting Practice. All Term Forms must be received by Practice no later than thirty (30) days prior to Patient's credit/debit auto-processing date to assure cancellation of automatic payments. This Form may be submitted to Dr. Richards either in person or by email to: dr-richards@realfamilymedicine.com
Cancellation requests submitted within the 30 days billing cycle will result in a final MMF being auto-charged on Patient's established auto draft date. Once this final payment has been processed, Patient will have 30 days from this final MMF payment to utilize the Program Services. If the Term Form is submitted to Practice via email, Patient shall be responsible for verifying with Practice that his or her Term Form was received by Practice thirty (30) days in advance of Patient's next billing date. No refund will be issued once a credit/debit auto-charge is made. Practice may terminate this Agreement immediately without notice to Patient if Patient: a) fails to pay his or her Membership fees, b) performed an act of fraud; c) repeatedly fails to adhere to the recommended treatment plan; d) violates Practice's Code of Conduct or is abusive and presents an emotional or physical danger to the staff or other patients of the Practice; e) has healthcare needs that exceed the care that can be provided under the Program; or f) the Practice or provider discontinues the Membership Program. In the event Practice terminates Patient's membership, Practice shall refund Patient's MMF on a pro-rata basis.
- 15. HIPAA and Communications.** Practice shall comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requirements including the privacy regulations, security standards and the standards for electronic transactions. Patient's participation in the Program and execution of this Agreement will provide Patient with the ability to communicate with the Practice through the use of an encrypted portal. If Patient would like for Practice to communicate with Patient outside of this encrypted portal, such as by regular e-mail, texting and cell phone, Patient will be required to execute the Consent to Unencrypted Email and SMS Messaging of PHI. This will authorize Practice and its staff to communicate with Patient by e-mail and cell phone regarding Patient's "protected health information" (PHI). Patient also understands and agrees that e-mail is not an appropriate means of communication in an emergency for dealing with time-sensitive issues. In an emergency, or a situation in which could reasonably be expected to develop into an emergency,

Patient understands and agrees to call 911 or go to the nearest hospital as opposed to emailing Practice or leaving a cell phone message.

- 16. Code of Conduct.** In order for Practice to provide a safe and healthy environment for staff, patients and their families, Practice expects Patient and accompanying family members or friends to refrain from unacceptable behaviors that are disruptive or pose a threat to the rights or safety of other patients or staff. Accordingly, as a condition of membership in the Program, Patient agrees to execute a copy of the Practice's Code of Conduct as part of the onboarding process. Any violation of this Code of Conduct by Patient or their accompanying family members or friends will result in Patient's immediate termination from the Membership Program.
- 17. Indemnification.** Patient agrees to indemnify and to hold 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 Practice as a result of Patient's breach of any of Patient's obligations under this Membership Agreement.
- 18. Technical Failure.** Neither Practice nor any Provider will be liable for any loss, injury, or expense arising from a disruption or delay in responding to Patient when the disruption or delay is caused by technical failure. Examples of technical failures include: (i) failures caused by an internet or cell phone service provider; (ii) power outages; (iii) failure of electronic messaging software, or any e-mail provider; (iv) failure of Practice's computers or computer network, or faulty telephone or cable data transmission; or (iv) any interception of e-mail communications by a third party which is unauthorized by Practice.
- 19. Entire Agreement.** This Membership Agreement constitutes the entire understanding between the Parties hereto relating to the matters herein and shall not be modified or amended except in a writing signed by both Parties hereto.
- 20. Waiver.** The waiver by either 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 Practice or Patient.
- 21. 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 Practice under this Membership Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and Practice reasonably believes in good faith that the change will have a substantial adverse effect on Practice's rights, obligations or operations associated with this Membership Agreement (a "Legal Change"), then Practice may, upon written notice, require 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 the Legal Change, then Practice may immediately terminate this Membership Agreement upon providing written notice to Patient.
- 22. Governing Law; Jurisdiction; Jury Waiver.** This Agreement and the rights and obligations of Practice and Patient hereunder shall be construed and enforced pursuant to the laws of the State of Illinois. Patient irrevocably submits to the exclusive jurisdiction of the state and county courts located in Montgomery County, Illinois and agrees that all proceedings may be brought in such courts. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. No Party

shall seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

23. Assignment. This Membership Agreement shall be binding upon and shall inure to the benefit of the Practice and its respective successors and legal representatives. Neither this Membership Agreement, nor any rights hereunder, may be assigned by Patient without the written consent of Practice.

IN WITNESS WHEREOF, the Parties have caused this Membership Agreement to be effective on the Effective Date indicated below.

Signature of Patient Date

Jennifer E. Richards, M.D. Date
Real Family Medicine, PLLC

Appendix A
MONTHLY MEMBERSHIP
PROGRAM SERVICES

This Membership Agreement is for certain ongoing primary care medical services; **IT IS NOT HEALTH INSURANCE** nor is it an agreement for concierge medical services. Patient may need to use the care of specialists, emergency rooms, urgent care centers, or other health care facilities that are outside of the scope of this Membership Agreement. Listed below are the medical services that are included in the Program and whether there is any additional fee due for the particular service. If there is any additional fee to be paid, the payment is due at the time the medical services are rendered.

SERVICES

Appointments. All appointments will be at the discretion and scheduling of Practice. Practice does not provide walk-in urgent care services. Practice strives to see Patients in a timely manner during normal business hours, which are M, T, Th, and F 9:30 a.m. to 4:30 p.m. Same-day appointments must be scheduled no later than 1:30 that afternoon. New Patients and Wellness visits will not be scheduled for same day appointments and must be scheduled at least one week in advance. For Patients with acute issues, Practice will attempt to see Patients within 48 hours if medically necessary, excluding weekends. Outside of normal business hours, Patients may call or text Dr. Richards every day including holidays and weekends. Real Family Medicine Staff will attempt to return calls and texts within 6 hours. In an emergency situation or anything that could possibly be perceived as an emergency situation, Patients should proceed to the nearest emergency room or call 911. In the event Dr. Richards is unavailable either in person or via text or phone, Practice will arrange for another licensed physician, physician assistant, or nurse practitioner to address Patient's medical needs.

Ongoing Primary Care and In-Office Procedures. While there are no fees for office or virtual visits associated with the Program Services, such as well child checks, sports physicals, weight loss management and acute visits, there are some procedures, medications, and injections that require an additional fee to be paid at the time of service. These are detailed below. Practice does not perform DOT (Department of Transportation) physicals, disability determinations for insurance, social security, or ADA purposes or Workman's Compensation visits.

House Calls. House calls, usually on Thursdays, are at the Provider's sole discretion and must be scheduled at least one-day in advance and are subject to Provider's availability. For those Patients that live within thirty miles of Practice, the cost of a house call is ten dollars (\$10.00). For those Patients that live over thirty miles but less than forty-five-miles from practice, the cost of a house call is fifteen (\$15.00) dollars. For those patients that live over forty-five miles but less than sixty miles from Practice, the cost is twenty (\$20.00) dollars. Provider will not continue a house call in the event there are safety concerns such as pets and other children interfering with Patient's care.

Vaccinations. While Practice will advise Patients whether certain vaccines are necessary and should be obtained by Patient, the administration of vaccinations are not offered by Practice at this time. Practice will make every effort to assist Patient in obtaining medically necessary vaccinations. Vaccines for Children (VFC) is a federally funded, nationwide program that provides vaccines at no cost to children who might not otherwise be vaccinated because of inability to pay.

Family Planning. Practice will provide advice and consult on family planning issues. Practice will write a prescription for hormonal contraceptives and Depo-Provera shots but will not insert or remove IUDs or Nexplanon devices.

Labs. Laboratory draws are available on-site. However, occasionally, an outside laboratory, such as Quest, may be required. These outside laboratory testing services, which are ordered in the most economical manner possible, are not included in the MMF and Patient will be responsible for paying directly for these draws. If the cost of the lab is covered by insurance, Patient will notify Dr Richards' office if they wish to have the insurance billed directly for the cost of the labs, and provide current copies of insurance cards, if not already on file.

Medications. Medications will be ordered in the most cost-effective manner possible for Patient. Medications dispensed in the office are not included in the MMF and the cost will be due at the time they are dispensed. Patient's membership in the Program does NOT guarantee medications will be prescribed or that certain medications will be provided to Patient; Dr. Richards will do what is medically appropriate for the Patient in determining whether to prescribe medications.

Pathology. Pathology examinations of tissue samples collected from procedures such as Pap smears and skin biopsies are not included in the MMF and will be ordered in an economical manner. Patient will either be billed for these services by the outside pathology lab or will be billed by Practice at the time the tissue sample is taken.

Monthly Membership Program Services		
Type	Description	Additional Fee?
General Care	Wellness exams including well child & physicals	No
	Sports physicals	No
	Office visits	No
	In-office nebulizer treatments	No
	Preventive health care	No
	Same-day / next-day sick visits (based on availability)	No
	Virtual visits (phone, text, video, and email visits)	No
	Hospital Visits	No
	House Calls	Yes, see House Calls above
	Coordination of care	No
Forms completion	No	
Complex Care	Hypertension management	No
	Heart disease management	No
	Diabetes management	No
	Hyperlipidemia (cholesterol) management	No
	Mental health/wellness-medication management only	No
	Hospital follow-up and/or pre-op evaluations	No
	Nutrition & weight management planning	No
	Chronic disease care	No
	Allergy medication management	No
Sports medicine/concussion evaluation and treatment	No	

	Stress management and guidance	No
	Wellness coaching	No
	Smoking cessation guidance	No
	Family planning - advice and consultation only	No
Procedures	Fracture care/splinting - depending on the extent of the injury simple splinting with no DME is included for no additional fee but there may be times when an injury requires a referral to specialist	No
	Durable Medical Equipment (DME) for fracture care and injuries (boots, braces, etc.)	Yes, cost of DME
	Cryotherapy for warts and certain skin lesions	No
	Ear wax removal	No
	Laceration repair with sutures	No
	Toenail removal	No
	Foreign body removal	No
	Incision and drainage	No
	Skin tag removal	No
	Skin biopsy	Yes, cost of pathology determined by outside lab
	Joint injections	No
	Trigger point/tendon injections	No
	Sphenopalatine Ganglion Block	No
	In-Office Labs	Urine dip
Urine pregnancy test		No
Finger stick blood sugar		No
Rapid strep		No
Outside Labs	All labs not performed in-office	Yes, fee determined by outside lab
Pathology	Tissue samples sent to third-party labs for diagnostic purposes such as Pap smears and skin biopsies	Yes, fee determined by outside lab
Imaging	X-ray	Yes, fee determined by outside imaging facility
	Ultrasounds	Yes, fee determined by outside imaging facility
	CT Scans	Yes, fee determined by outside imaging facility
	MRI Studies	Yes, fee determined by outside imaging facility

Appendix B
MONTHLY MEMBERSHIP FEE

The Monthly Membership Fee shall be as follows:

Patients between the ages of 0 and 2 years of age	\$40.00
Patients over the age of 2 and less than 21 years of age	\$30.00
Patients over the age of 21 and less than 95 years of age	\$75.00

Appendix C
CREDIT CARD AUTHORIZATION
FOR RECURRING MONTHLY CHARGES

Cardholder hereby authorizes Real Family Medicine, PLLC (“Practice”) to have its online onboarding and billing platform initiate recurring charges every month to the credit card provided for the Monthly Membership Fee associated with the Program Services. Cardholder understands that the recurring charge amount may vary but that Cardholder will be provided with notice of this fact by Practice pursuant to Section 2d of the Membership Agreement, which is incorporated herein.

The Membership Agreement is supplemented by this Credit Card Authorization Agreement and all terms of the Membership Agreement shall apply to this Credit Card Authorization Agreement for recurring monthly charges.

This authorization will remain in full force until Practice receives written notification from Patient/Cardholder of termination pursuant to Section 14 of the Membership Agreement and in such time and in such manner as to afford Practice and Patient’s credit card company a reasonable time to act on it.

Cardholder’s Signature

Date

Appendix D
AUTHORIZATION AGREEMENT FOR
AUTOMATIC DEBIT PAYMENTS
(ACH DEBIT)

Account Holder hereby authorizes Real Family Medicine, PLLC (“Practice”) to have its online onboarding and billing platform initiate debit entries to Account Holder’s bank account every month for the Monthly Membership Fee due under this Membership Agreement.

Failure for any reason of final credit or a reversal of any credit to the Monthly Membership Fee amount will constitute a breach/default under the terms of the Membership Agreement which may result in the immediate termination of Patient’s Membership in the Program.

Account Holder understands and agrees that the recurring debit amounts may vary but that Account Holder will be provided with notice of this fact by Practice pursuant to Section 2d of the Membership Agreement.

The Membership Agreement is supplemented by this ACH Agreement and all terms of the Membership Agreement shall apply to this Authorization Agreement for Automatic Debit Payments.

This authorization will remain in full force until Practice receives written notification from Patient/Account Holder of his or her termination pursuant to Section 14 of this Membership Agreement and in such time and in such manner as to afford Practice and Patient’s Depository a reasonable time to act on it.

Signature of Patient/Account Holder

Date