



## **Direct Primary Care Membership Agreement**

This **Direct Primary Care Membership Agreement** (this “Membership Agreement”) effective today (“Effective Date”) by and between **Hearthside Family Health**, LLC, a New Hampshire limited liability company (the “Practice”), located 109c Grove Street, Peterborough, NH or 116 South River Rd, Unit D-2, Bedford, NH and you (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. Upon payment of required fees, Patient shall be eligible to receive certain basic medical services described on Exhibit A (“Covered Services”), attached hereto. The Practice’s Membership Program includes only the Covered Services specifically described in Exhibit A. The Practice may add or discontinue a Covered Service 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.
  - A. **Membership Fees.** In addition to a one-time registration fee in the amount of Twenty-Five Dollars (\$25.00) per Patient, Patient agrees to pay a monthly fee (“Membership Fee”) for access to Covered Services, whether delivered or not, 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 or prior to the Effective Date hereof. 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 15<sup>th</sup>, 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 for services in addition to the Covered Services that are not included in the Membership Fee shall be due at the time of service.
  - B. **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 Twenty Dollars (\$20.00) each month and the Practice may, in its sole discretion, terminate this Membership Agreement. There will be a five (10) day Grace Period.

2. **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' advanced 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 Practice's physical office space location 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 that are not Covered Services. ***The Practice strongly encourages Patients 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, unpredicted and catastrophic expenses. Prescription and over-the-counter drugs and medicine are also not included as a Covered Service and are the Patient's sole responsibility.***
  
4. **Insurance.** Patient acknowledges and understands that this Membership Agreement or membership in practice does **NOT** provide comprehensive health insurance coverage, nor is it a contract of insurance, workers compensation insurance, and does not replace an employer's obligations under RSA 281-A.
  - 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 understand that the Practice will not bill insurance carriers on Patient's behalf for any 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 Account.** As of the date hereof, it is unlikely that 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 accounts similar thereto (collectively referred to as a "tax-advantaged savings account"). Every health plan is unique and 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.** Because the Practice is not a participating provider in any governmental or private health care plan, 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.
  - D. **Medicare and Medicaid.** Patient acknowledges and understands that the Practice has opted out of participation in Medicare and Medicaid. This means that Medicare and Medicaid cannot be billed for any services performed by the Practice. Patient agrees not to make any attempt to collect reimbursement from Medicare and Medicaid for any services provided by the Practice.
5. **Termination by Practice.** 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 this Membership Agreement upon providing Patient no less than twenty-four (24) hours' 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 from the Practice to the Patient's new primary care provider, 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 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 the Patient pays a fee in the amount of Five Hundred Dollars (\$500.00) ("Early Reinstatement Fee").
7. **Confidential Protected Health Information.** The Practice provides services that involve the use of information that is considered "protected health information" as defined by the

Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and “personal information” as defined under the New Hampshire Right to Privacy Act (referred to collectively as “PHI”). The Practice may make any and all uses of PHI necessary to perform its obligations set forth in this Membership Agreement, however, the Practice subject to this Section 7, shall develop, implement, maintain and use appropriate safeguards to prevent any unauthorized use or disclosure of PHI in order to protect the confidentiality, integrity and availability of PHI that the Practice creates, receives, maintains or transmits.

8. **Disclosure of Protected Health Information.** Subject to Section 7 herein, to the extent that the Practice discloses PHI to a third party, the Practice must obtain, prior to making any such disclosure: (a) reasonable assurances from such third party that such PHI will be held confidential and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (b) obtain an agreement from such third party to immediately notify the Practice of any breaches of the confidentiality of PHI, to the extent it has obtained knowledge of such breach.
  
9. **Electronic Communications.** The Patient and the Parent/Guardian of the minor Patient, if applicable, acknowledge that their electronic communications with the Practice and vice-versa are not secure or confidential methods of communications. As such, the Patient/Guardian expressly waives any claim the Practice has an obligation to guarantee confidentiality with respect to correspondence using electronic means of communication. The Patient/Guardian acknowledges that all such communications may become a part of his/her medical records. By providing the Patient and/or Guardian’s email address and utilizing other electronic means of communication, the Patient/Guardian authorizes the Practice to use electronic communications regarding the Patient’s PHI and the Patient acknowledges that (a) electronic communications are not a secure medium for sending or receiving PHI and a third party may have access to them; (b) although the Practice will make all reasonable efforts to keep electronic communications confidential and secure, the Practice cannot assure or guarantee confidentiality of email communications; (c) in the discretion of the Practice, electronic communications may be made a part of the Patient’s medical record; (d) **the Patient/Guardian understands and agrees that email (in particular) is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information. In the event of an emergency or a situation in which the Patient/Guardian could reasonably expect to develop an emergency, Patient/Guardian shall call 911 or the nearest emergency room and follow the directions of emergency personnel.** If the Patient/Guardian does not receive a response to an email message, the Patient/Guardian agrees to use another means of communication to contact the Practice. The Practice will not be liable to the Patient/Guardian for any loss, cost, injury or expense caused by, or resulting from, a delay in responding to the Patient/Guardian for any reason including, but not limited to, technical failures attributable to any internet service provider, power outages, failure of any electronic messaging software, or failure to properly address email messages, failure of the Practice’s computers or computer network or faulty telephone or cable data transmission, any interception of email communications by a third party or failure to comply with the guidelines regarding use of email communications set forth in this Membership Agreement.

10. **Relationship of the Parties.** The Patient and the Practice intend and agree that the Practice, in performing its duties pursuant to this Membership Agreement, is an independent contractor, as defined by the law interpreted by the United States Internal Revenue Service and the United States Department of Labor, and the Practice shall have exclusive control of its work and the manner in which it is performed.
11. **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 the Patient's obligations under this Membership Agreement.
12. **Entire Agreement.** This Membership Agreement supersedes any prior verbal or written agreements of the parties and 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.
13. **Waiver.** The waiver by either the Practice or Patient of a breach of any provisions of this Membership Agreement shall not operate or be construed as a waiver of any subsequent breach by either the Practice or the Patient.
14. **Change of Law.** If there is a change in any law, regulation or rule, federal, state or local, which affects the 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 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 of law, rule or regulation, then the Practice may immediately terminate this Membership Agreement by providing written notice to Patient.
15. **Governing Law.** This Membership Agreement and rights and obligations of the Practice and Patient hereunder shall be construed and enforced pursuant to the laws of the State of New Hampshire. Any dispute concerning this Membership Agreement shall be submitted to the state or federal courts of New Hampshire having jurisdiction. If both parties agree, any dispute may be submitted to binding arbitration.

**16. Assignment/Binding Effects.** This 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 the 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.

Hearthside Family Health, LLC, a New Hampshire limited liability company

By typing your name, you are signing this membership agreement.

## Exhibit A Covered Services

### **Covered Services with Basic Membership**

- Same day appointment Monday through Friday 9am thru 5pm, earlier visits can be considered. Availability by messaging and phone after hours. Contact by phone for any urgent problems.
- Nearly unlimited access to comprehensive primary care via phone, messaging and telemedicine. 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, as medically indicated:
  - Well and acute visits
  - Sports physicals
  - Chronic and acute disease management
  - Skin biopsies
  - Simple suturing of lacerations
- Membership does not include treatment of a life threatening condition, hospitalization, outside third party services, chronic pain management or specialty referrals.

## **Exhibit B**

### Membership Fees:

- Children 0-26 \$25 a month, This is also with 1 parent who is a practice patient.
  - Ages 27-59 \$50 a month
  - Ages 60+ \$75 a month
  - Family Membership Household discounts 10%
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- Included lab draw- labs to be sent to Quest lab at discounted rates, but not covered by membership
  - Uranalysis
  - Strep Testing
  - Hcg Testing
  - Vaccines for Children