



Mc Gilligan MD
DIRECT PRIMARY CARE

Patient Membership Agreement

This DIRECT PRIMARY CARE PATIENT MEMBERSHIP AGREEMENT (this "Membership Agreement") is made on _____ and is effective _____ ("Effective Date") by and between MCGILLIGAN MD, INC, an Ohio corporation, located at 7529 State Road, Suite B, Cincinnati OH 45255 (the "Practice") and _____, an individual residing at _____ (the "Patient") (Practice and Patient are referred to herein collectively as the "Parties").

1. **Membership.** In exchange for Patient's payment of the Registration Fee (as defined in Section 2.a.) and the periodic Monthly Fee (as defined in Section 2.b.), Patient is hereby enrolled as a member in the Practice's direct primary care membership program, subject to the terms and conditions contained in this Membership Agreement. As a member in the membership program, Patient shall be eligible to receive the certain primary care medical services provided at the Practice in accordance with the fee schedule on Appendix A (the "Included Services"), attached hereto and incorporated herein by reference. The Practice will maintain a complete list of the Included Services on its website, available at: <https://mcgilligan.md>. Patient acknowledges that an additional fee may be required for any Excluded Services (as defined in Section 2.c.) the Patient receives, which may include certain medications and injections associated with the Included Services. The Practice may add on or discontinue a service to the list of Included Services in its sole discretion and will provide at least thirty (30) days' advance written notice to the Patient of any change to the list of Included Services.

2. Fees.

a. **Initial Registration Fee.** Each Patient shall pay to the Practice, on or prior to the Effective Date, a one-time non-refundable registration fee of seventy-five dollars (\$75.00) for the Patient's initial registration in the membership program (the "Registration Fee").

b. **Monthly Fee.** In addition to the Registration Fee, each Patient shall pay a periodic monthly fee (the "Monthly Fee") for membership in the membership program for the previous month. Patients shall pay the Monthly Fee within five (5) days of the last day of the previous month. The Monthly Fee is automatically applied until this Membership Agreement is terminated by either Party, subject to Section 7. The Monthly Fee shall be eighty dollars (\$80.00) per individual Patient or one-hundred and fifty dollars (\$150.00) for two (2) Patients who pay register to become Patients of the Practice at the same time and agree to pay their combined Monthly Fee from one bank account.

c. **Additional Fees.** Any medical services not provided on the list of Included Services, are not covered by this Membership Agreement and will require the Patient to pay

an additional fee to the Practice, if applicable (the "Excluded Services"). Excluded Services means any healthcare or medically related service the Patient receives outside of the physical office space of the Practice, including, but not limited to, emergency room visits, hospital treatment, specialist care, and any items or services referred or ordered to be performed by an outside third-party, like laboratory tests, imaging tests, or CT scans. Excluded Services also include certain medications, injections, and pathology examinations even if such services are related or associated with an Included Service. A non-exhaustive list of some of the Excluded Services is provided on Appendix A and the Practice will maintain a complete list of the Excluded Services on its website, available at: <https://mcgilligan.md>. Patient acknowledges and understands that this Membership Agreement, Patient's Registration Fee and Monthly Fee do not cover Excluded Services and Patient is solely responsible for all additional payments associated with Excluded Services provided to Patient by the Practice. All charges for Excluded Services will be added to the following Monthly Fee invoice.

THE PRACTICE STRONGLY ENCOURAGES THE PATIENT TO MAINTAIN HEALTH INSURANCE DURING THE TERM OF THIS MEMBERSHIP AGREEMENT TO COVER ANY AND ALL SERVICES THAT ARE NOT PROVIDED UNDER THIS MEMBERSHIP AGREEMENT. PATIENT SHOULD PURCHASE HEALTH INSURANCE TO COVER, AT MINIMUM, UNPREDICTABLE AND CATASTROPHIC EXPENSES.

d. **Automatic Payments.** The Patient and the Practice agree that the required method of payment for the Monthly Fee shall be by automatic payment. Patient shall provide Practice with appropriate bank account (Automated Clearing House only) information, debit card information, or credit card information to allow Practice to make regular monthly automatic charges to the Patient and apply them as payments to the Patient's Monthly Fee. Patient authorizes Practice to maintain Patient's financial information necessary for the Practice to charge and collect the Monthly Fee. The Practice will store the Patient's financial information with the Practice's third-party secure payment processor.

e. **Late Fees.** If Patient's Monthly Fee is not made or fails for any reason when due, Patient agrees to pay a late fee of thirty dollars (\$30.00) to the Practice and the Practice may, in its sole discretion, terminate this Membership Agreement, unless the Patient pays the late fee within seven (7) days of the date the Patient's Monthly Fee was originally due.

f. **Changes to Fees.** The Practice may change the amount of the Registration Fee, the Monthly Fee, any of the fees referenced on 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 written notice.

3. **Duration.** This Membership Agreement automatically extends every month and will continue until terminated by either Party, subject to Section 7.

4. **Annual Wellness Visit.** As a condition to membership in the membership program, Patient agrees to physically visit the Practice for an annual wellness visit at least once per year following the anniversary of the Effective Date.

5. **THIS IS NOT INSURANCE.** PATIENT ACKNOWLEDGES AND UNDERSTANDS THAT THIS MEMBERSHIP AGREEMENT IS NOT A HEALTH INSURANCE POLICY, A HEALTH BENEFIT PLAN, DOES NOT PROVIDE HEALTH INSURANCE COVERAGE, NOR IS IT A CONTRACT OF INSURANCE. IT DOES NOT MEET ANY INDIVIDUAL HEALTH BENEFIT MANDATE THAT MAY BE REQUIRED UNDER FEDERAL LAW.

a. **No Insurance Claims.** Patient acknowledges and understands that the Practice is not a participating provider in any governmental (including, but not limited to Medicare, Medicaid, TRICARE, SCHIP, VHA, HIS) or private health care plan. Therefore, the Practice will not bill any 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 any fees incurred pursuant to this Membership Agreement. Patient acknowledges that Patient is solely responsible for the payments of all services that Patient receives from the Practice.

b. **No Medicare and Medicaid.** Patient acknowledges and understands that the Practice and its physician(s) have opted out of participation in Medicare and Medicaid. This means that Medicare and Medicaid cannot be billed for any services the Patient receives from the Practice. Patient agrees not to make any attempt to collect reimbursement from Medicare or Medicaid for any services provided by the Practice. Any Patient that is a Medicare Part B Beneficiary agrees to sign a private contract with the Practice's physician(s) prior to receiving any services.

c. **Notice Regarding 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 health plan similar thereto (collectively, the "Tax-Advantaged Savings Accounts"). Patient acknowledges and understands that it is unlikely that any of the fees incurred pursuant to this Membership Agreement may be paid using a Tax-Advantaged Savings Account. Every Tax-Advantaged Savings Account is uniquely different and Patient is hereby advised to consult with their health benefits advisor regarding whether any of the fees incurred pursuant to this Membership Agreement may be paid using funds contained in a Tax-Advantaged Savings Accounts the Patient may have.

d. **Notice Regarding Deductibles.** Patient acknowledges and understands that the Practice is not a participating provider in any governmental or private health care plan, and that third-party insurance companies/payers may not count the Registration Fee, Monthly Fees, or other fees incurred associated with this Membership Agreement toward any deductible the Patient may have under a health insurance plan.

6. **No Emergency or Urgent Care.** The Patient acknowledges and understands that the Practice (i) is not an emergency room or urgent care center, and (ii) does not have the ability to treat Patients during a medical emergency or urgent care situation. The Patient is advised that if the Patient is experiencing a medical emergency or urgent care situation, the Patient should contact 911 or go to the nearest emergency room to seek immediate treatment.

7. **Termination.** The Patient or the Practice may terminate this Membership Agreement at any time for any reason or no reason at all, upon providing the non-terminating Party written notice of such termination. The termination shall be effective when received by the non-terminating Party. If either Party terminates this Membership Agreement, the Patient's Monthly Fee will be billed pro-rata, based on the number of days the Patient was a member in the membership program for the month in which the Membership Agreement was terminated. If this Membership Agreement is terminated, the Practice will cooperate in the transfer of Patient's medical records to the Patient's new primary care physician, upon the Patient's signed authorization to do so.

8. **Re-enrollment After Patient Termination.** In the event Patient terminates this Membership Agreement, Patient will be ineligible to re-enroll in the membership program for a period of twelve (12) months following the effective date of termination. Notwithstanding the preceding sentence, the Practice, in its sole discretion, may allow a Patient that terminated this Membership Agreement to re-enroll before the twelve (12) month period has passed. If the Practice does allow the Patient to re-enroll before the twelve (12) month period has passed, the Patient shall pay a fee in the amount of one hundred sixty dollars (\$160.00) to be re-enrolled as a Member and sign a new Membership Agreement.

9. **HIPAA.** The Practice will abide by all the Health Insurance Portability and Accountability Act (HIPAA) requirements.

10. **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.

11. **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.

12. **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.

13. **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 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 (a "Legal Change"), 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 the Legal Change, then the Practice may immediately terminate this Membership Agreement upon providing written notice to Patient.

14. **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 Ohio.

15. **Assignment/Binding Effect.** 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.

PATIENT

MCGILLIGAN MD, INC.,
an Ohio corporation

Patient Name [Please Print]

Becky McGilligan, M.D., President

Patient Signature

Signature

Date

Date

Appendix A

Fees & Services

This Membership Agreement is for certain ongoing primary care medical services. This Membership Agreement is not health insurance. 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 and are Excluded Services. Examples of the Included Services and Excluded Services are detailed below, listed on the Practice's website, and are subject to change.

Monthly Fee: This fee is for ongoing primary care services.

Services

Appointments - We prefer that you schedule visits more than 24 hours in advance when possible. The Practice does not provide walk-in urgent care services. All appointments will be at the Practice's discretion and scheduling and the Practice reserves the right to not accept an appointment, while the physician(s) at the Practice will strive to maintain regular hours on a consistent basis, there may be times when the physician(s) are unavailable and cannot accommodate all appointments. Patient's will be entitled to a reasonable amount of appointments and electronic communications (including emails, phone calls, text messages, etc.) monthly, as determined by the Practice's discretion and the physician(s) determination of medical necessity.

Ongoing Primary Care and In-Office Procedures - There are no fees for office visits but some procedures may have a nominal additional fee to cover the cost of supplies and are Excluded Services. These are detailed on our website and are subject to change.

Laboratory Tests performed outside of the Practice are an Excluded Service and will require an additional fee that will be added to the Patient's Monthly Fee invoice and will be charged with the next auto-charge if not paid at the time of service.

Medications will be ordered in the most cost-effective manner possible for Patient. Medications dispensed in office will be added to the Patient's Monthly Fee invoice and will be charged with the next auto-charge if not paid at time of service. Patient's membership in the membership program does **NOT** guarantee medications will be prescribed or that a certain amount of medications or drugs will be provided to Patient; the Physician or Provider will do what is medically appropriate for the Patient in determining whether to prescribe medication.

Pathology examinations will be ordered in the most economical manner possible.

Surgery and Specialist Consults will be ordered in the most cost-effective manner possible for Patient.

Vaccinations are NOT offered in our office at this time and thus, are an Excluded Service. We will make an effort to help you obtain needed vaccinations at a low cost.

After-Hours Visits - There is no guarantee of after-hours availability. This Membership Agreement is for ongoing primary care, not emergency or urgent care. The Practice's physician(s) will make reasonable efforts to see you and be available electronically as needed after hours.

Acceptance of Patients - We reserve the right to accept or decline patients for membership in the Practice's membership program based upon our capability to appropriately handle the patient's needs.

Hospital Services and Obstetric Services are **NOT** a part of the Practice's membership program, and, thus, are Excluded Services. Physician may visit Patient if requested by Patient or a Patient's representative if Patient is hospitalized but Physician will not write orders for Patient while Patient is hospitalized. The Practice reserves the right to charge an additional fee to the Patient for any visit to a Patient that is in the hospital.

Examples of Included Services		
Type	Description	Additional Fee Required?
Care	Wellness Exams including Well Child & Sports Physicals	No
	Office Visits	No
	Telemedicine visits (email, phone, video chat)	No
Procedures	EKG	No
	Skin Lesion Removal or destruction	No
	Joint Injections	Yes, Patient must pay cost of medication.
	Skin Lesion Excision & Biopsy (does not include pathology fee)	Yes, Patient must pay cost of medication.
	Pathology fee for removed skin lesions	Yes
Complex Care	Diabetes Management	No
	Hypertension Management	No

	Heart Disease Management	No
	Hyperlipidemia (cholesterol) Management	No
	Mental Health/Wellness	No
	Hospital Follow-Up and/or Pre-Op Evaluations	No
	Weight Management Planning	No
Labs/Imaging	Urinalysis	No
	Urine Pregnancy Test	No
	Rapid Strep Testing and/or Rapid Flu Testing	No
	Wellness Labs	Yes, but discounted prices are available.
	Thyroid Testing	Yes, but discounted prices are available.
	Diabetes labs	Yes, but discounted prices are available.
	All other labs	Yes, but discounted prices are available.
	Chest X-Ray (external imaging center)	Yes, but discounted prices are available.
	Ultrasounds, CT scans, MRI studies (external imaging center)	Yes, but discounted prices are available.

Excluded Services

Anything not specifically listed as an Included Service is an Excluded Service. Excluded Services include, but are not limited to the following:

- Any health care services not performed on or within the premises of the Practice, including emergency room visits, hospital stays, specialist care, imaging and labs, etc.
- Vaccines/medications not listed above (administration is included)
- Medical tests not performed in the office (actual “reading” of pap smears for example)
- Durable medical equipment (braces, splints, etc.)