

# Medela Clinic Membership Form

## DIRECT PRIMARY CARE MEMBERSHIP AGREEMENT

\_\_\_\_\_  
Membership Agreement Date

\_\_\_\_\_  
Effective Date

\_\_\_\_\_  
First Name                      Last Name

\_\_\_\_\_  
First Name                      Last Name

\_\_\_\_\_  
First Name                      Last Name

\_\_\_\_\_  
First Name                      Last Name

This **DIRECT PRIMARY CARE MEMBERSHIP AGREEMENT** (this “Membership Agreement”) is made on the date listed below and to be effective on the effective date listed below (“Effective Date”) by and between Medela Clinic, LLC, an Florida limited liability company, located at Bonita Beach Road, Bonita Springs, Florida (the “Practice” office) and individuals listed here: (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. By being a member of the program, Patient shall be eligible to receive certain basic medical services described on Exhibit A (“Covered Services”), attached hereto and made a 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 (30) 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 Fifty Dollars (\$50.00) per Patient, and Ninety-nine Dollars (\$99.00) per family, 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 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 ahead (e.g. if

# Medela Clinic Membership Form

the sign-up date is May 15th, patient's membership is effective on June 1 and the Membership Fee for the month of June is due on June 1). Membership Fees shall not be pro-rated for any month. 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.

**A. 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 Thirty Dollars (\$30.00) and the Practice may, in its sole discretion, terminate this Membership Agreement. There will be a 5 day Grace Period

**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 at least sixty (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. Provider will provide care in the patient's home at no additional cost until further notified. Patient shall also be responsible for any charges incurred for health care services provided by the Practice but not specifically described in Section 1 hereof.

**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 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.**

**A. Insurance Claims.** Patient acknowledges and understands that the DPC membership at Medela Clinic, LLC is not accepting any patients that have Medicare/Medicaid or are eligible to receive these services. 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

# Medela Clinic Membership Form

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 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.

**C. High Deductible Health Plans.** 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. Patient should consult with their health benefits advisor regarding whether Membership Fees may be counted toward the Patient’s deductible under a high deductible health plan, as may be applicable.

**D. Medicare.** Patient acknowledges that Medela Clinic, LLC will not allow members that have or are eligible for Medicare to participate in the direct primary care membership program offered 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 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 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 14 days advance written notice prior to next billing cycle 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

# Medela Clinic Membership Form

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 (3) months following the effective date of termination, unless Patient pays a fee in the amount of Fifty Dollars (\$50.00) ("Early Reinstatement Fee").

7. **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.

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 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.

10. **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, 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, 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

# Medela Clinic Membership Form

and Patient hereunder shall be construed and enforced pursuant to the laws of the State of Florida.

**12. 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 first above written.

Medela Clinic, LLC,  
a Florida limited liability company

By, Jonathan Baldia, APRN, Member

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date