

*This is an example agreement intended for informational and educational purposes only. This document in no way constitutes legal guidance or is expected to comply with regulations pertinent to a specific contractual relationship or geography. You should consult with your attorney on the applicability of the content of this document in whole or part for your particular situation. You are solely responsible for its use and Hint Health hereby disclaims any responsibility or liability with respect thereto.*

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# DPC PRACTICE Membership Agreement

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## 1. Patient-Clinician Relationship

By your signature, you acknowledge that you are voluntarily becoming a patient of DPC PRACTICE and its medical group or affiliated clinician. As a DPC PRACTICE patient, those services described in Section 2 below will be made available to you pursuant to the terms of this Membership Agreement.

## 2. DPC PRACTICE Services

**Health Care Services:** As a patient, you are eligible to receive a set of primary care, preventive care, and urgent care services as offered by your individual clinician from among those listed in our Detailed Service List (attached below and also available at DPC PRACTICE WEBSITE or at your DPC PRACTICE clinic location). You are also eligible to receive 24/7 mobile phone and email access and same or next-day appointments. During the term of this Agreement, the Health Care Services provided by DPC PRACTICE may be subject to change by DPC PRACTICE from time to time. Such changes, if any, shall be reflected on the Detailed Service List.

If you have a pre-existing medical condition, please contact us first to learn how you may benefit from DPC PRACTICE'S services. Pre-existing medical conditions do not disqualify you from enrolling in DPC PRACTICE's service.

**By entering into this Membership Agreement, you acknowledge that DPC PRACTICE does not provide health insurance coverage and that this is not a contract for insurance. DPC PRACTICE provides only the Health Care Services specifically described herein and additional costs may be incurred for laboratory, medical imaging, surgery, specialist care, emergency department visits, and hospitalization required outside of DPC PRACTICE's services. DPC PRACTICE encourages you to combine DPC PRACTICE membership with appropriate health insurance coverage.**

## 3. Fees and Payment

DPC PRACTICE charges the Comprehensive Monthly Fee listed below per Member to include all Covered Healthcare Services included on the Detailed Services List.

- Member <18 years old: \$XX per month
- Member aged 18-45 years old: \$XX per month
- Member aged >45 years old: \$XX per month

A 10% discount will be applied to the total fee for annually pre-paid memberships.

DPC PRACTICE also charges a one-time \$XX registration fee payable with your first monthly payment.

Payment transactions declined due to insufficient funds or expired cards will result in an additional fee of \$50 and failure to comply with payment terms may result in termination of my membership. Services will not be rendered for patients with past due accounts.

Most, but not all, of the services described above in Section 2, are covered by the Comprehensive Monthly Fee, subject to the limitations set forth in this Membership Agreement. However:

- Per IRS guidance, if you participate in a high-deductible health plan with a health savings account (HSA) feature, you may be required to pay on a fee-for-service basis for certain primary care, non-preventive care and urgent care services until such time as your deductible has been satisfied. If you don't pay on a fee-for-service basis for these services, it is possible you may lose your ability to contribute to your HSA during your membership. Please consult your attorney or financial adviser. DPC PRACTICE hereby disclaims any responsibility or liability with respect to your decisions made thereto.
- Some Health Care Services provided by DPC PRACTICE are not covered by the Comprehensive Monthly Fee (Non-Covered Health Care Services). The DPC PRACTICE fee schedule for these services will be provided to you upon your request. DPC PRACTICE may amend the fee schedule from time to time in its sole and absolute discretion and without prior notice.

- If you request and receive a Non-Covered Health Care Service, you can:
  - Pay for that service at the time it is provided to you and request from DPC PRACTICE a claim form that you may submit to your health plan (or other third party)
  - or
  - Authorize DPC PRACTICE to submit a claim to be paid by your health plan (or other third party).
- If you authorize DPC PRACTICE to submit a claim to be paid by your health plan or other third party, you hereby assign to DPC PRACTICE your rights to receive payment from any third party for the provision of Health Care Services by DPC PRACTICE. You acknowledge and agree that DPC PRACTICE may receive payments directly from any third party for the Non-Covered Health Care Services provided to you by DPC PRACTICE. You authorize DPC PRACTICE to release any information needed to determine benefits payable by a third party or their agents. In the event that you receive any payment from a third party for a Non-Covered Health Care Service, you agree to turn over the payment in full to DPC PRACTICE.
- You agree not to submit any claims to any third party payor or any government health care program for Covered Services rendered by DPC PRACTICE to you under this Agreement.
- All Fees paid are non-refundable. This includes all Fees that may have been paid whether such were paid on a monthly or annual basis.

#### **4. Your Medical Information**

Your privacy is very important to us and you control the use of your personal information. DPC PRACTICE has put important safeguards in place to make sure your medical information is protected and safe to maintain its confidentiality.

DPC PRACTICE seeks to work together with you to give you the best health care possible. Having access to your medical information will help your DPC PRACTICE doctor give you the best possible care because he/she will have the most up-to-date information about your health. Therefore, as allowed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and to help us give you the right care, in the right place and at the right time, your health plan and its contractors and agents (Health Plan) may electronically share with us your health-related information (including your “protected health information” as defined by HIPAA). Such shared health-related information may include things like visits to the doctor or hospital, medical conditions, current and past prescriptions, biometric data (height, weight, body fat percentage, etc.) and other health status-related information.

#### **5. Digital Communications Risks and Conditions**

DPC PRACTICE offers members the ability to send and receive emails and texts to and from their care team. While DPC PRACTICE takes many precautions to protect your information and the security of the emails and texts it sends, there are still risks.

##### **Risks:**

Transmitting patient information by email or text has a number of risks. These risks include but are not limited to the following:

- Email and texts can be circulated, forwarded, stored electronically and on paper, and broadcast to unintended recipients.
- Email and text senders can readily misaddress an email or text.
- Email and texts can be intercepted, altered, forwarded or used without authorization or detection.
- Emails and texts may not be secure, and therefore it is possible that the confidentiality of such communications may be breached by a third party.
- Email and text service providers may have access to your emails and texts.

##### **Conditions:**

DPC PRACTICE is not liable for improper disclosure of confidential information that is not caused by DPC PRACTICE’s misconduct. You must acknowledge and consent to the following conditions:

- Email and text are not appropriate nor should they be used for urgent or emergency situations. Please call 911 in the event of a medical emergency.
- Per your request, DPC PRACTICE may send emails or texts to you as necessary for your diagnosis, treatment, billing,

eligibility and other handling. You should not use email or text for sensitive communications (e.g., AIDS/HIV, mental health, developmental disability or substance abuse).

- You are responsible for informing DPC PRACTICE, in writing, if you want to cease or limit email or text communications with DPC PRACTICE. You may do so at any time without reason or explanation.
- You are responsible for protecting your email account or telephone password or other means of access to your email or text. DPC PRACTICE is not liable for breaches of confidentiality involving your email or telephone accounts that are caused by you or any third party.

By signing this Membership Agreement, you acknowledge that you have received and read the above information. In addition, you agree to any instructions that DPC PRACTICE may impose regarding the sending and receipt of email or text communications containing patient information.

### **Recommendations and Instructions:**

If you wish to send and receive emails or texts from DPC PRACTICE regarding your care and treatment, you:

- Should limit or avoid use of public computers and public networks.
- Should promptly inform DPC PRACTICE of changes in your email address or telephone number.
- Before sending emails or texts containing personal health information to DPC PRACTICE, you should:
  - Ensure the email or text is addressed to the intended recipient.
  - List the key topic in the email subject line.
  - Put your name in the body of the email or text.
  - Take precautions to preserve the confidentiality of your emails or texts. Once DPC PRACTICE sends an email or text from its network, it has no control over its confidentiality or security.

**Note:** *Patients can communicate securely with DPC PRACTICE if Patients via the DPC PRACTICE Patient Portal.*

## **6. Term and Termination**

This Membership Agreement shall begin upon the Effective Date and shall continue for one year to the first anniversary date, unless it is terminated within 30 days of the effective date by submission of a Membership Cancellation Form. In this case, you will only be charged the registration fee and the first month's Comprehensive Monthly Fee. This Agreement will automatically renew on the first anniversary date and all subsequent anniversary dates thereof unless you provide sixty (60) days written notice prior to the anniversary date.

Notwithstanding the above, in order to terminate this Membership Agreement you must complete, sign and submit (via U.S. mail, overnight carrier, email or fax) to DPC PRACTICE a Membership Cancellation Form. Membership Cancellation Forms can be obtained at a DPC PRACTICE clinic or by contacting your DPC PRACTICE. The date of termination shall be the last day of the month that follows the month in which the Membership Cancellation Form was received.

Upon cancellation, after payment is received for all periods prior to the termination of this Membership Agreement, you will not be responsible for any further payments.

DPC PRACTICE may terminate this Membership Agreement at any time, subject to any professional obligations.

## **7. DPC PRACTICE Terms**

- If any term, provision, covenant or condition of this Membership Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect and will in no way be affected, impaired or invalidated.
- This Membership Agreement will be governed by and construed in accordance with the laws of the state in which the medical office of your DPC PRACTICE physician is located. By signing the Membership Agreement, you agree to have any dispute arising out of the Membership Agreement decided by neutral binding arbitration rather than by a jury or court trial. Any dispute will be submitted to arbitration in the county in the state where you receive services covered by the Membership Agreement. The decision in arbitration shall be conclusive and binding on you and DPC PRACTICE. All arbitration provisions shall be

governed by, construed and enforced in accordance with the Federal Arbitration Act.

- This Membership Agreement is non-transferable.

If you have a complaint, please contact your DPC PRACTICE clinic directly or DPC PRACTICE in any of the following ways:

Email:

Phone:

Mail:

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## DPC PRACTICE Detailed Service List

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- **Covered Healthcare Services**

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- **Non-Covered Healthcare Services**

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