

# **PATIENT MEMBERSHIP AGREEMENT FORWARD FAMILY HEALTHCARE, LLC**

This Patient Membership Agreement (this “Agreement”) is entered into as of the date of its execution, as indicated below (the “Effective Date”), by and between Forward Family Healthcare, LLC, a Nebraska limited liability company (the “Clinic”), and \_\_\_\_\_ (the “Patient”).

By signing this Agreement, Patient agrees to enroll as a member in the Clinic’s direct pay, primary care membership program, whereby the Clinic delivers primary care services to patients through its physicians and medical staff at its primary office on a membership basis. Patient acknowledges and agrees that Clinic will provide certain medical care to Patient, as set forth in this Agreement, and that the provision of medical care is expressly conditioned upon the terms and conditions set forth in this Agreement and its Appendices.

## **A. Definitions**

**Patient.** As used in this Agreement, “Patient” includes the person named above, together with any family members listed in Appendix B. By executing this Agreement, the named Patient represents and warrants that any family members listed on Appendix B, if minors, are the children or under the legal guardianship of the named Patient and that the provision of medical care to such minor children is subject to the terms of this Agreement. Any family members listed on Appendix B who have attained the legal age of majority or who are emancipated minors shall be required to separately execute this Agreement.

**Covered Services.** As used in this Agreement, “Covered Services”, means the collection of medical services offered to Patient by Clinic pursuant to the terms of this Agreement. The Covered Services are listed in section 1 of Appendix A, attached hereto and incorporated into this Agreement.

## **B. Agreement**

1. **Benefits of Membership.** Upon enrollment, Patient shall be entitled to all benefits of membership in the Clinic’s membership program, which shall include only the Covered Services described in section 1 of Appendix A. The Clinic may add or discontinue Covered Services at any time, in its sole discretion. The Clinic shall provide at least sixty (60) days’ advance written notice prior to discontinuation of a particular Covered Service. Patient acknowledges and agrees that medical care not specifically included in the Covered Services is excluded from the benefits to which Patient is entitled.

2. **Membership Fees.** Patient agrees to pay a monthly fee (“Membership Fee”) in accordance with the schedule attached hereto as Appendix B and incorporated into this Agreement. The Membership Fees shall be due in advance on a monthly basis, with the first payment due on the Effective Date. Thereafter, Membership Fees shall be due each month on the same day of the month as the Effective Date (e.g., if the Effective Date is May 15<sup>th</sup>, the Membership Fees would thereafter be due on the 15<sup>th</sup> of each month) (the “Payment Date”). Membership Fees shall not be pro-rated. Any fees or charges that are not included in the Membership Fees (i.e. cost of Fee-Based Services, lab fees, etc.) shall be due at the time of service.

- a. Payment Methods. Payment of Membership Fees shall be on an automatic, recurring basis, whether through a debit or credit card, or via automatic bank draft, with payments scheduled on the Payment Date each month.
- b. Non-Payment. In the event that Patient fails to pay the monthly Membership Fee in full and on time, the Clinic may, in its sole discretion, terminate this Agreement in accordance with section 6 of this Agreement. It is Patient's responsibility to maintain a correct and up-to-date credit/debit card number on file.
- c. Changes to Membership Fee Schedule. The Clinic may amend the Membership Fee Schedule at any time, as it may determine in its sole discretion, upon providing Patient at least 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 Clinic's physical office space, including without limitation, emergency room visits, hospital and specialist care, and imaging and lab tests performed by third parties. Patient is also responsible for any charges incurred for health care services provided by the Clinic that are considered Fee-Based Services (as such term is used in Appendix A), as well as any services provided that are not specifically described on Appendix A. The Clinic shall notify Patient of any non-covered services it deems necessary or advisable to provide, and shall provide Patient with the cost of such services upon request.

4. Patient Responsibilities. As conditions to membership, and without waiving any other obligation or condition listed elsewhere in this Agreement, Patient agrees to the following:

- a. To provide the Clinic current contact information and notify the Clinic of any changes;
- b. To provide the Clinic with valid payment information at all times during the membership;
- c. To pay Membership Fees and any other applicable fees for service provided to the Clinic in a timely manner (which includes payment for non-covered services at the time of service);
- d. To provide complete and truthful information about Patient's health, activities, and needs to the Clinic;
- e. Except in rare cases where it is not reasonable to do so, to schedule appointments with the Clinic at least 24 hours in advance and to arrive for each appointment in a timely fashion or, in the event an appointment cancellation is necessary, to provide notice of cancellation at least 24 hours in advance of the scheduled appointment;
- f. To complete all necessary consent, HIPAA, and other forms or documents reasonably required by the Clinic or by applicable law, rule or regulation, including any applicable tele-health forms if Patient desires to engage the Clinic on a tele-health basis.

5. Insurance. Patient acknowledges and understands that neither this Agreement nor any benefits of membership constitute health insurance coverage or may be construed as a contract of insurance. Further, the Clinic does not participate in any kind of health insurance or HMO plans or panels and will not submit any billing to any insurance provider on Patient's behalf for Covered Services or Fee-Based Services provided directly by the Clinic. The Clinic makes no representations, and specifically disclaims, that any fees paid by Patient under this Agreement are covered or reimbursable by any such plan of insurance or third-party payment plans. The Clinic strongly encourages Patient to maintain health insurance during the term of this Agreement to cover services that are not included within the Covered Services. At a minimum, Patient should purchase health insurance to cover unpredictable and catastrophic expenses.

Patient acknowledges that, because the Clinic is not a participating provider in any Medicare/Medicaid or private health care plan, payments to the Clinic are not likely to be counted toward any deductible Patient may have under an applicable policy of insurance. Patient further acknowledges that the Clinic will not defend any claims made to insurance carriers and Patient agrees not to submit any such claims for any services provided by the Clinic, whether Covered Services or Non-Covered Services. If Patient is a Medicare beneficiary or currently Medicare eligible, Patient agrees to execute such other documents as may be necessary to opt-out of Medicare coverage in relation to the services provided by the Clinic pursuant to this Agreement. Further, Patient agrees to notify the Clinic at least sixty (60) days prior to becoming eligible for Medicare so that appropriate paperwork can be provided to Patient. Failure to opt-out of Medicare coverage in relation to the services provided by Clinic may result in termination of this Agreement.

The Clinic makes no representations regarding whether Membership Fees may constitute eligible medical expenses that are payable or reimbursable using a tax-advantaged savings accounting such as a health savings account ("HSA"), medical savings account ("MSA"), flexible spending arrangement ("FSA"), health reimbursement arrangement ("HRA"), or other similar plan. Every health plan is different and it is Patient's sole responsibility to consult with his or her plan administrator to determine whether Membership Fees may be paid through such an account, as may be applicable.

6. Termination of Agreement. The term of this Agreement shall be perpetual on a month-to-month basis unless and until it is terminated according to this section, in one of the following particulars:

- a. Without Cause. Either party may terminate this Agreement at any time and for any reason, or without reason, by providing written notice of termination to the other party at least thirty (30) days prior to the termination date. Such termination shall be effective on the first Payment Date that is at least 30 days after notice of termination is provided (e.g., if notice of termination is provided on October 25<sup>th</sup> and Membership Fees are due on the 27<sup>th</sup> of each month, the Agreement will terminate on November 27<sup>th</sup>). The Clinic will continue to provide Covered Services pursuant to the terms and conditions of this Agreement during the time period between notice of termination and the effective date of the termination and Patient shall remain responsible for payment of the Membership Fees and any other charges incurred during that period.

- b. For Default. In the event Patient defaults or breaches any term of this Agreement, including the failure to remain current in the payment of his or her Membership Fees, or any other amounts owing to the Clinic by Patient, the Clinic may, at its option, provide notice of default to the Patient and provide 10 days for Patient to cure such default. If, after notice of default, Patient fails to cure the instance/s of default, the Clinic reserves the right to terminate this Agreement, effective immediately. If the Agreement is terminated under this section 2.6.2, the Patient shall be entitled to a refund or credit of any prepaid Membership Fees on a pro-rated basis (e.g., if Membership Fees have been paid through December 31 and the Agreement is terminated on the basis of Patient's default on December 12, the Patient shall be entitled to receive 19/31 of the payment for December). Provided, however, that nothing in this paragraph shall relieve Patient's duty to timely pay all amounts due and owing to the Clinic.
- c. Re-Enrollment. If this Agreement is terminated by Patient, for any reason, or by the Clinic on the basis of a Patient default, Patient shall pay a fee in the amount of two hundred dollars (\$200.00) as a "Re-Enrollment Fee." In the event this Agreement is terminated after re-enrollment, Clinic reserves the right to modify the requirements for subsequent re-enrollment.

7. Communications and Privacy. The Clinic is concerned about Patient privacy. In the delivery of Covered Services under the Agreement, the Clinic will communicate in person, by telephone, and via secure patient portal, if applicable. Patient acknowledges and agrees that communications with the Clinic using email, video, chat, instant messaging, text messaging or cell phones are not guaranteed to be secure and that Patient must consent to communications using these methods.

8. Physician Absence. From time to time, due to vacations, illness, or personal emergency, the Physician may be temporarily unavailable to provide the services referred to in Appendix A. In order to assist Patient in scheduling non-urgent visits, the Clinic will notify Patient of any planned Physician absences as soon as the dates are confirmed. In the event of the Physician's unplanned absences, Patient will be given the name and telephone number of an appropriate provider for Patient to contact. Any treatment rendered by the substitute provider is not covered under this Agreement.

9. Indemnification. Patient agrees to indemnify, defend, and hold harmless the Clinic, including its members, officers, directors, employees, agents and representatives, from and against all demands, claims, actions or causes of action, losses, damages, liabilities, costs and expenses, including interest, penalties, attorney fees and any other expenses, which are imposed upon or incurred by the Clinic as a result of Patient's breach of any of Patient's obligations under this Agreement.

10. Waiver. The waiver of either the Clinic or Patient of any breach of this Agreement or any event of default 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 party.

11. Change of Law. If there is a change of any law, regulation or rule which affects this Agreement or the provision of care by the Clinic, or any change in the judicial or administrative interpretation of any such law, regulation or rule, this Agreement shall be deemed modified to comply with such change. If the change will have a substantial adverse effect on the Clinic's rights, obligations or operations associated with this Agreement, in the sole discretion of Clinic, then Clinic may provide notice of changes to certain terms and conditions of this Agreement to Patient. In the event Patient does not agree to an alteration of the terms and conditions of this Agreement on this basis, and Patient and the Clinic are unable to resolve such disagreement within ten (10) days, then this Agreement may be terminated by the Clinic as if a default had occurred.

12. Notice. Service of any notice required to be in writing under this Agreement shall be proper if sent via first class U.S. mail to Patient at the address provided in Appendix B or, if to the Clinic, at the primary office address of the Clinic.

13. Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Nebraska, notwithstanding its conflict of laws provisions, and any dispute arising under this Agreement shall only be brought before the courts within Buffalo County, Nebraska.

14. No Assignment. This Agreement shall not be assignable by either Patient or the Clinic, except that the Clinic may assign the Agreement to a successor entity involving the same owners or providers as the Clinic with Patient's written consent.

15. No Amendment. No Amendment of this Agreement shall be valid unless it is in a writing and signed by all parties, except such amendments as may be made to the Covered Services or in response to a change of law.

16. Severability. If, for any reason, any provisions of this Agreement are held to be invalid by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected and the Agreement shall remain enforceable in all other respects.

17. Entire Agreement, Counterparts. This Agreement contains the entire agreement between the parties and replaces and supersedes any prior or simultaneous understandings and agreements, whether written or oral, that are not included within the plain language of this Agreement. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument. Photocopies, facsimile copies, or scanned electronic versions of this Agreement shall each have the same force and effect as an original.

Intending to be bound by each of the terms and provisions of the foregoing Agreement, including any Appendices or other documents incorporated into the Agreement, the parties, willingly and voluntarily, have executed this Agreement as of the date written below.

FORWARD FAMILY HEALTHCARE, LLC:

By: \_\_\_\_\_  
Jenna Derr, MD, Member/Manager

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

PATIENT(s):

Sign Name Member 1 \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

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

Sign Name Member 2 \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

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

**APPENDIX A**  
**COVERED AND FEE-BASED SERVICES**

1. Covered Services. The Covered Services to be provided to Patient under this Agreement are those medical services that the Clinic's physicians and medical staff are permitted to perform under the laws of the State of Nebraska, are consistent with the training and experience of Clinic personnel, are usual and customary for a family medicine practice to provide, and include the following, as deemed appropriate and medically necessary by the Clinic:

- a. Annual physical exams for all ages
- b. Preoperative evaluations
- c. School, sports and workplace physicals
- d. Well checks for infants and children
- e. Chronic disease management
- f. Mental health, including treatment for depression, anxiety and mood disorders
- g. Women's health, including pap and sexually transmitted disease testing\*
- h. Men's health, including sexually transmitted disease testing\*
- i. Nursing home visits
- j. Acute care and sick visits, timing and modality based upon medical need
- k. COVID care, treatment and management
- l. Coordination of care - emergency room, hospitalizations, other specialists
- m. Diabetic Care
- n. Vision screening
- o. Cerumen (ear wax) removal
- p. Blood pressure monitoring
- q. Pulse oximetry

\*Patient is responsible for all costs associated with any procedure, laboratory testing, and specimen analysis.

2. Fee-Based Services. The following services (the "Fee-Based Services") are offered by the Clinic, but involve additional expenses not included within the Membership Fees and incur additional charges. All charges for Fee-Based Services are due and payable at the time the service is provided.

- a. EKGs
- b. Cryotherapy (freezing) for wart treatment
- c. Cryotherapy (freezing) of skin lesions
- d. Shave skin biopsies
- e. Skin tag removal
- f. Simple laceration repairs (i.e. stitching or skin glue for minor cuts)
- g. Suture removal
- h. IUD removal
- i. Incision and drainage of minor abscesses

- j. Nebulizer treatments
- k. Blood glucose testing
- l. Rapid testing for Strep throat
- m. Urine pregnancy testing
- n. Urinalysis-Dipstick
- o. COVID testing, based upon availability
- p. In-house blood draws
- q. In-house medication injections
- r. IV therapies, as indicated
- s. In-office medications administered, injected and oral
- t. Access to our in-house pharmacy - prescription medications at discounted costs
- u. Access to discounted rates for labs and testing
- v. Access to supplement ordering at discounted costs

3. Non-Covered Services. Any medical care not specifically included as a Covered Service or Fee-Based Service is not offered by the Clinic and should be arranged through other healthcare providers, referrals for which shall be attained by the Clinic when possible and medically indicated, in the sole discretion of Clinic personnel. The Clinic reserves the option to offer additional services as either Covered Services or Fee-Based Services, but shall be under no obligation to do so.

4. Non-Medical, Personalized Services. The Clinic shall also provide Patient with the following non-medical services (“Non-Medical Services”), which are complementary to our members in the course of care:

- a. After Hours Access. Each Patient shall be given a direct telephone number where Patient may reach the Clinic directly for guidance regarding concerns that arise unexpectedly after normal office hours. Access to personnel of the Clinic will be provided on an as-available basis Monday through Friday prior to 8:00 p.m. Calls received on weekends or after 8:00 p.m. will be returned at the earliest convenience of Clinic personnel in the order they are received. Video chat and text messaging may be utilized when the Clinic and Patient agree that it is appropriate. Patient agrees and acknowledges that emergent issues should be addressed by calling 911 or visiting an appropriate urgent care or emergency facility.
- b. Portal Access. Patient shall sign up for an account in the secure portal provided by Clinic, through which all non-urgent communications can be addressed. Such communications shall be dealt with by the appropriate physician or staff member of Clinic in a timely manner, but will not be monitored after-hours or on weekends. Matters requiring more immediate attention should be communicated by telephone. Patient understands and agrees that email and the internet should never be used to access medical care in the event of an emergency, or any situation that Patient could reasonably expect may develop into an emergency. Patient agrees that in such situations, when a Patient cannot speak to Clinic personnel immediately in person or by telephone, that Patient shall call 911 or go to the nearest emergency medical assistance provider, and follow the directions of emergency medical personnel.



c. No Wait or Minimal Wait Appointments. Reasonable effort shall be made to assure that Patient is seen by Clinic personnel immediately upon arriving for a scheduled office visit or after only a minimal wait. If the physician or medical staff member foresees a minimal wait time, Patient shall be contacted and advised of the projected wait time to the extent possible.

5. Same Day/Next Day Appointments. When Patient calls the Clinic prior to noon on a normal office day (Monday through Thursday) to schedule an appointment, every reasonable effort shall be made to schedule an appointment on the same day. If Patient calls the Clinic after noon on a normal office day (Monday through Thursday) to schedule an appointment, every reasonable effort shall be made to schedule Patient's appointment on the following normal office day. Patient understands that Patient has the responsibility to make appointments at least 24 hours in advance and that same day appointments will be accommodated only on an as-available basis.

6. Specialist Coordination. The Clinic shall coordinate with medical specialists to whom Patient is referred to assist Patient in obtaining specialty care. Patient understands that fees paid under this Agreement do not include and do not cover specialist's fees or fees due to any medical professional other than the Clinic physicians and medical staff.



**APPENDIX C**

**FEE ITEMIZATION**

0-18 years of age \$20.00 per month\*

19-55 years of age \$60.00 per month

56+ years of age \$80.00 per month

Re Enrollment Fee \$200.00 per person\*\*

\*With the enrollment of at least one adult member, otherwise will be \$60.00/month.

\*\*Non-refundable fee. Should your membership lapse or be terminated, the re enrollment fee must be paid for membership to become active. Re enrollment will be considered on a case by case basis.

_____	_____
Name	Fee
_____	_____
Name	Fee
_____	_____
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Name	Fee

TOTAL RATE \$ \_\_\_\_\_