

**BALANCE PRIMARY CARE, LLC
PATIENT MEMBERSHIP AGREEMENT**

Thank you for choosing Balance Primary Care, LLC as your healthcare provider. We are committed to building a successful patient-provider relationship with you and your family. Our healthcare model puts providers and patients in charge of healthcare decisions by removing insurance from the patient-provider relationship.

This Patient Membership Agreement is entered into as of the date first entered below (the "Agreement"), by and between Balance Primary Care, LLC, a Georgia limited liability company ("Practice"), and the undersigned individual (the "Member").

Each Member has had an opportunity to discuss this practice model with the Practice, and desires to enroll with the Practice as a member in order to be a part of Balance Primary Care, LLC.

Therefore, intending to be legally bound, Practice and Member agree as follows:

1. **COVERED SERVICES.** The membership fee covers preventive care, chronic disease management, acute illness/injury same-day or next day visits, lab and imaging review, consultative services, and care coordination with subspecialty care. The fee also gives the Member access to negotiated rates for lab services, medications, imaging services, and subspecialty care, which is a fraction of the cost of these services when billed with traditional insurance. Additional information regarding services included or not included under this Agreement is set forth in Appendix A. Expansive primary care beyond essential or basic primary care (at the discretion of the provider) may trigger additional fees or expense. 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 (60) days' advance written notice upon any change to the Covered Services listed on the "Membership Benefits" page on the Balance Primary Care website.
2. **NON-COVERED SERVICES.** The Member is responsible for any charges incurred for health care services performed outside of the Practice, 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 but not specifically described on "Membership Benefits" Page. (Appendix A)
3. **MEMBERSHIP FEE; ADDITIONAL FEES.**
 - a. Balance Primary Care will collect Membership Fees on a monthly basis of \$125 OR annual basis of \$1380 as selected by the patient. This membership fee includes only the Covered Services specifically described on the "Membership

Benefits” as outlined in Appendix A. Membership Fees paid monthly shall be due on the same day of each month following the Effective Date (e.g. monthly fees for membership beginning on January 1st will be withdrawn on the 1st of each month) and will cover the patient membership for the month immediately following. For recurring monthly or yearly membership fees, Balance Primary Care requires an auto-payment agreement with the patient. These fees may be collected via ACH or credit/debit card.

- b. 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 unless previous arrangements have been made with our office. Account balances may be paid with cash or credit/debit card.
 - c. There will be a charge of \$50 for any rejected ACH payment payable via cash, credit card, or money order. The fee will be applied to your account in addition to the insufficient funds amount. This may result in payment by cash only for any future financial responsibilities.
 - d. If Member is a minor, then Member’s parent or guardian shall be responsible for payment.
 - e. In the event that the Practice finds it necessary to increase or adjust monthly fees or Service offerings before the termination of the Agreement, the Practice shall give 60 days' written notice of any adjustment. If Patient does not consent to the modification, Patient shall terminate the Agreement in writing prior to the next scheduled monthly payment.
 - f. For members with an active account balance, past due accounts will be sent three notifications. If payment is not made to the account, a phone call will be made to make payment arrangements. If payment arrangements are not made, further medical care from this office will be jeopardized.
4. **REINSTATEMENT**
In the event Member terminates this Membership Agreement after the Effective Date hereof, Member shall be ineligible for membership for a period of six (6) months following the effective date of termination. Additionally, should the Member wish to reinstate membership, the patient must pay a reinstatement fee in amount of two hundred and fifty dollars (\$250.00) (“Reinstatement Fee”)
5. **MEMBER COOPERATION AND PRACTICE POLICIES:** Member understands that Member's health and well-being is a joint and collaborative effort between Practice, Practice's staff and Member. Accordingly, the Member will endeavor to comply with Provider's instructions pertaining to wellness initiatives, prevention, and the ongoing

Provider guidelines with regards to the management of chronic disease. The Member further acknowledges and shall abide by the Practice policies, which may be amended and updated by Practice from time to time. The Member represents that the personal contact and billing information provided to Practice is accurate and agrees to promptly notify Practice of any changes. The Member consents to the use of text messaging for communication with Specialists and Practice and understands that such messaging is not encrypted or guaranteed to be secure and any Protected Health Information (“PHI”) disclosed using this form of communication (these would include name and DOB) is not inherently secure.

6. **INSURANCE.** This Membership Agreement or membership in the Practice does not provide comprehensive health insurance coverage, nor is it a contract of insurance. It is the Member’s responsibility to contact Member’s insurance health insurance company to discuss any limitations or restrictions that may be imposed upon Member by entering into this Agreement. Member acknowledges that this Agreement is not a substitute for health insurance or other health plan coverage and is not intended to replace any existing or future health insurance or health plan coverage. Member further acknowledges that Practice has advised Member to obtain or keep in full force health insurance policies or plans in order to cover Member for non-primary-care healthcare costs. In particular, the Member acknowledges that this Agreement is not a contract for health insurance
7. **INSURANCE CLAIMS.** Member acknowledges and understands that the Practice is not a participating provider in any Medicare or private health care plan. Member acknowledges and understands that the Practice will not bill insurance carriers on Patient’s behalf for services provided to Patient and the Practice will not bill any health care plan of which the Member may be a subscriber or beneficiary for Membership Fees due and owing to the Practice under this Membership Agreement. The Practice does not make any representation, express or implied, as to whether the Membership Fees are or may in the future be covered by insurance or other third party payment plans, count toward a Member's insurance deductible or maximum out of pocket amount or be eligible for reimbursement or payment from Healthcare Savings Account (“HSA”) or Flexible Spending Account (“FSA”). Some concierge/direct primary care memberships may be eligible for reimbursement. Members should check with their plans and plan administrators regarding any potential reimbursement.
8. **MEDICARE OPT-OUT.** A Member must not submit a request for reimbursement for services provided by Balance Primary Care to Medicare. Balance Primary Care’s providers have voluntarily opted out of Medicare. If Patient is Medicare-eligible, patient is entitled to receive medical services covered by Medicare from a Medicare participating provider, but is voluntarily electing to contract with Balance Primary Care for the membership benefits and essential primary care.

9. **TERMINATION BY PRACTICE.** The Providers and Practice may discontinue care for Member under this Agreement if:

- a. The Member fails to timely pay the Membership Fee or any additional fees specified by this Agreement;
- b. The Member has performed an act of fraud;
- c. The Member repeatedly fails to adhere to the recommended treatment plan;
- d. The Member's medical condition is such that the providers are unable to provide the appropriate level and type of health care services such Member requires;
- e. The patient is abusive and presents an emotional or physical danger to Providers, the staff, or other patients of the Practice; or
- f. The Practice discontinues operation as a direct primary care practice. Practice shall provide Member adequate notice of at least 30 days to allow Member a reasonable amount of time to find another health care provider.

10. TERMINATION BY MEMBER. Member may terminate this Agreement, with or without cause, at any time by providing the Practice with 30 days' prior written notice. Written notice should be sent to: 9998 Ford Avenue, Suite 5 Richmond Hill, GA 31324. It may also be written in an email to the Practice at info@balanceprimary.com. The Member should confirm receipt of such notice via telephone call to the Practice.

11. **EFFECT OF EXPIRATION OR TERMINATION:** Should a patient decide to terminate their agreement, a refund, minus any services rendered by Balance Primary Care, shall be refunded by the Practice to the Member within 30 days of termination.

12. **ASSIGNMENT** This agreement, and any rights Member may have under it, may not be assigned or transferred by Member without the prior written consent of Practice, such consent being at the sole discretion of the Practice.

13. **MISCELLANEOUS:** This agreement shall be construed in accordance with its fair meaning and without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. This Agreement shall be governed and construed under the laws of the State of Georgia.

14. Either Party may use an electronic or digital copy of the signed original Agreement for present and future purposes. Each participating Member over the age of 18 is required to sign below.

Patient Name: _____ Date: _____

Patient Signature _____

If Representative, Print Name and Relationship: _____

Balance Primary Care, LLC _____

Appendix A

Balance Primary Care Covered Membership Benefits

Health Exams

Office visits

Well-Woman Exams

Sport's Physicals

Convenient appointment scheduling

Same Day or Next Day appointments for sick visits

Easy access to your provider via text, email, patient portal or telephone contact

Physicals as medically directed or necessary

Yearly laboratory services including:

CBC, complete metabolic profile, cholesterol profile, HgbA1C (diabetes screen), TSH and FT4(thyroid testing), Vit D level. PSA (prostate screening) and Testosterone (free and total) for males). Pap Smear (for females).

EKG

Minor wound care/sutures

Minor skin excisions and biopsies (pathology lab fee is additional)

Essential/basic primary care services

SERVICES AVAILABLE FOR ADDITIONAL FEES:

Generic Medications at an affordable price

Labs not included in Membership benefits are available at cost

Cosmetic services such as botulinum toxin and dermal filler injections, are available at additional fees

Injectable Weight-loss Medications

The Membership Fee does not cover any specialty services performed by Practice that are not considered standard primary care procedures as outlined in Appendix A. Additional in-office procedures may be provided at an additional, discounted fee-for-service after consultation with the Member and such fees will be fully disclosed in advance.

In-office procedures/Point of Care (POC) Tests: In-office tests that are included in the membership: rapid COVID, rapid Strep testing, rapid Flu testing up to 2 times per year, EKGs, Fecal Occult Blood testing, rapid urine pregnancy tests, and urine dipstick testing. Additional POC testing may be passed on to the Member at cost. Any fees will be transparent and made known to the patient in advance.

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