DIRECT PRIMARY CARE MEMBERSHIP AGREEMENT

This **DIRECT PRIMARY CARE MEMBERSHIP AGREEMENT** (the "**Membership Agreement**") is made this ____day _____, 20_____ (the "Effective Date"), by and between **HEALTHY WINGS, LLC,** also known as **Healthy Wings Primary Healthcare**, an Arizona limited liability company, located at 512 East Southern Ave., Suite B, Tempe, AZ 85282, Telephone: (520) 477-1815, Fax: (888) 376-5279, Email: contact@HealthyWingsLLC.com, and Website: www.HealthyWingsLLC.com, (herein referred to as the "**Practice**"), and the "**Patient(s)**" listed below:

1. MEMBERSHIP. Patient hereby agrees to voluntarily enroll as a member in the Practice's Direct Primary Care Membership Program ("Membership Program") beginning on the Effective Date set forth in the above paragraph. By being a member of the Membership Program, Patient shall be eligible to receive certain basic medical services described in Exhibit A Covered Services, attached hereto and made a part of this Membership Agreement, and shall be subject to the conditions and limitations described therein. Patient agrees to disclose all information relating to Patient's health condition, including legal and illegal medications, drugs, and/or supplements being taken, and to actively collaborate with the Practice Provider(s) to understand Patient's treatment options and develop the best course of action with an overall goal to maintain wellness and prevent disease. Membership in the Practice's Membership Program includes only the Covered Services specifically described in Exhibit A Covered Services. The Practice may add or discontinue Covered Services at any time, as it may choose at its sole discretion. The Practice shall provide at least sixty (60) days' advance written notice to the Patient upon any change to the Covered Services listed in Exhibit A Covered Services.

2. REGISTRATION FEE & MEMBERSHIP FEE. Patient's new to the Practice must pay a One-Time Registration Fee in the amount of Seventy-five Dollars ($75.00) per Adult; or One Hundred, Thirty Dollars ($130.00) per Two Adults (herein referred to as a "Family Unit"); and an additional Thirty Dollars ($30.00) per Child aged 2 to 17 (registering as a part of a Family Unit).

Patient agrees to pay a monthly fee ("Membership Fee") in accordance with the schedule attached hereto as Exhibit B Fee Schedule and made a part hereof ("Membership Fee Schedule"). Patient agrees to authorize, via the attached Credit Card Authorization Form, the Practice to make monthly, automatic debits to Patient's debit/credit card for the amount of the Membership Fee(s) as herein specified. The one-time Registration Fee is due on the Effective Date hereof. Membership Fees shall be due in arrears on the fifteenth (15^{th}) day of each month following the Effective Date, and will cover the Patient's membership for the month immediately prior or the current month, (e.g. if the sign-up date is May 15th, patient's membership is effective on May 15th and the Membership Fee for the month of May is due on May 15th). Membership Fees shall be pro-rated only for the first month based on the number of days in the effective 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 the service(s) is rendered. For purposes of this Membership Agreement, "Family Unit" includes only legal dependents and is limited to two (2) adults, aged 18 and over, residing within the same household, and that are expressly listed within this Membership Agreement. Patient acknowledges and understands that the monthly Membership Fee is intended to cover the Practice's availability to guarantee the Covered Services to Patient. If the Patient does not communicate with the Practice and/or sees the Practice's Provider(s) during a particular month, the Membership Fee remains due and payable each month in order to maintain Membership in the Practice.

A. LATE OR NONPAYMENT. In the event that the Patient is unable to pay the monthly Membership Fee in full and on time, the Practice may assess a $15 late fee for payments not paid by the twentieth day (20^{th}) of the Month. The Practice may waive one late fee within a 12-month period, at its sole discretion. Patients who miss two (2) consecutive payments and/or have three (3) late payments within a 12-month period, the Practice may, at its sole discretion, terminate this Membership Agreement in accordance with Section 5A. The Patient acknowledges and understands that It is always the Patient's responsibility to maintain a correct and up-to-date credit/debit card number on file with the Practice in order to process timely payments.

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 a sixty (60) days' advance written notice.

C. NO SHOW/CANCELLATION FEE. **The Practice will charge $50.00 for missed appointments not canceled or rescheduled within 24 hours of the scheduled appointment.** These charges will be the Patient's responsibility and will be billed directly to the Patient. These charges will be debited to the Patient's debit/credit card on file immediately or no later than when the next monthly Membership Fee(s) is processed. It is the desire of the Practice to serve all Patients in a just, fair, and timely manner, as well as to be available for those Patient's needing care. The Patient acknowledges and understands the importance of keeping scheduled appointments to the overall management of the Patient's health and wellbeing. The Patient agrees to telephone the Practice's office directly to cancel or reschedule a scheduled appointment. Patients arriving later than 20 minutes past the scheduled appointment time may, at the Practice's sole discretion, be rescheduled and the Patient will be responsible for the $50.00 No-Show/Cancellation fee.

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, home visits including transportation service fees by Practice Provider(s), urgent care visits, emergency room visits, in-patient and out-patient hospital visits, nursing home visits, major surgery, dialysis, rehabilitation services, procedures requiring general anesthesia, healthcare 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 in Exhibit A Covered Services.

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 a minimum, unpredictable and catastrophic expenses.

4. INSURANCE. Patient acknowledges and understands **that this Membership Agreement or Membership in the Practice's Membership Program does not provide comprehensive health insurance coverage, nor is it a contract for insurance**. Patient acknowledges that this Membership Agreement provides for primary healthcare services as specifically described within this Membership Agreement. Patient represents that Patient has contacted their health insurance company, if any, to discuss any limitations or restrictions that may be imposed upon Patient by signing the Membership Agreement for self-pay status attached hereto and incorporated by reference herein.

A. INSURANCE CLAIMS. 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 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. Patient acknowledges and understands that Membership Fees may not be submitted to insurance companies for reimbursement.

B. TAX-ADVANTAGED MEDICAL SAVINGS ACCOUNTS. **As of the date hereof, Patient acknowledges and understands that the Membership Fee(s) described in Section 2 does not constitute an eligible medical expense that is 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 acknowledges and understands that Patient should consult with their health benefits advisor regarding whether Membership Fee(s) may be paid using funds contained in Patient's tax-advantaged savings account, as may be applicable. Patient acknowledges and understands the use of such funds in a tax-advantaged savings account by Patient for Membership Fee(s) is the sole legal responsibility and/or tax burden, if any, of the Patient.

C. HEALTH PLANS. Because the Practice will not submit claims to any participating insurer in any Medicaid or private health care plan on behalf of Patient, third party payers may not count the Membership Fee(s) incurred pursuant to this Membership Agreement toward any yearly deductible Patient may have under a health plan. Patient should consult with their health benefits advisor regarding whether Membership Fee(s) may be counted toward the Patient's deductible under a health plan, as may be applicable.

5. TERMINATION OF AGREEMENT. Termination of this Membership Agreement shall cause the termination of Patient's membership in the Membership Program

described herein. Patient acknowledges and understands that Patient will then be responsible for healthcare services render by the Practice under the Practice's fee-for-services fee schedule.

A. TERMINATION BY PRACTICE. The Practice may terminate this Membership Agreement for cause due to non-payment of outstanding fees, unruly, threatening, or inappropriate behavior by providing Patient advance written notice via U.S. Postal Service and/or Email. Termination will be effective starting five business days after the date of notification. Upon termination, the Practice shall comply with all rules and regulations of the State of Arizona Medical Board regarding the provision of emergent care for 30 days after termination, and will cooperate in the transfer of Patient's medical records to the Patient's new primary care physician, upon written request received directly from the new primary care physician accompanied by the Patient's written consent.

B. TERMINATION BY PATIENT. Patient may terminate this Membership Agreement at any time and for any reason, upon providing advance written notice 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 terminal month. Monthly Membership Fees will continue to accrue until Patient's written notice of termination is received in writing 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 six (6) months following the effective date of termination, unless Patient pays a fee in the amount of Two Hundred, Fifty Dollars ($250.00) ("Reinstatement Fee"). The Practice makes no representations that Patient will be able to re-enroll at some future date as the Practice self-limits the number of Membership Agreements.

7. **INDEMNIFICATION.** Patient agrees to indemnify and to hold the Practice and its members, officers, directors, agents, providers, 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 Membership 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 writing and 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 and Patient hereunder shall be construed and enforced pursuant to the laws of the State of Arizona.

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 by and between **HEALTHY WINGS, LLC,** also known as **Healthy Wings Primary Healthcare**, an Arizona limited liability company, and the parties listed below:

_____

Adult Patient's Name *[Please Print]* *Date of Birth*

_____

Adult Patient's Signature

_____

Adult Patient's Name *[Please Print]* *Date of Birth*

_____

Adult Patient's Signature

_____

Minor Patient's Name *[Please Print]* *Date of Birth*

_____

Minor Patient's Name *[Please Print]* *Date of Birth*

_____

Minor Patient's Name *[Please Print]* *Date of Birth*

_____

Minor Patient's Name *[Please Print]* *Date of Birth*

COVERED SERVICES WITH DIRECT PRIMARY CARE MEMBERSHIP

Same day or next business day In-Office appointments Monday-Thursday excluding weekends and holidays from 8:00 a.m. to 7:00 p.m.

Appointment types include services geared towards wellness and prevention of illness and/or disease, i.e., annual wellness exams, school physical, work physical (excluding DOT Physical), acute and chronic disease management, and/or multiple procedures (listed below).

Access to comprehensive primary care medical services via the Practice's secure Telemedicine/Video Application. **Note**: Not all conditions can be handled via Telemedicine/video Visit, and the Patient may be asked to make an In-Office appointment.

Access to Practice's provided Electronic Health Record for private communication with Healthcare Provider(s), viewing Laboratory and Imagining Results, as well as prior Care Plans/Visits.

In order to maintain Patience's HIPPA rights, absolutely no services will be provided via unsecured telephone calls.

OFFICE CARE AND MINOR PROCEDURES INCLUDED, AS MEDICALLY INDICATED:

- Dipstick urinalysis
- Routine Drug Screening, (i.e., THC, Methamphetamines, Opioids, Amphetamines)
- Fingerstick Blood Glucose
- Microscopic examination of genital or skin samples
- Urine Pregnancy test
- Tuberculosis Skin Test Screening
- EKG with Interpretation
- Ear Wax Removal with Irrigation
- Spirometry with Interpretation
- Well Woman Exams with Pap Smears *****
- Patients aged 18 and older: annual set of screening labs includes CMP, CBC, Lipids, and Hemoglobin A1C ******
- Some ordinary stock medications, i.e., oral antibiotics, OTC pain medications, vaginal yeast treatments, probiotics, etc.; the listing is subject to change *******
- Rapid Strep test
- Nebulizer Treatment
- Stitches for minor cuts/wound care
- Skin Biopsies *****
- Completion of One-page Forms, such as work/school excuses are included ********
- Access to significant cash pay discounts (60% to 80% off) that the Practice is able to negotiate on the Patient's behalf from various third-party vendors, i.e. Wellness Supplements, Detox Therapies, IV Hydration, Stem Cell Therapies, Weight Loss/Management Therapies, and Sleep & Mood Disturbance Therapies
- Organization and review of historic and outside prior medical records

EXCEPTIONS TO THE ABOVE:

*Patient will be responsible for the laboratory fee(s) for PAP and/or Sexually Transmitted Infection Tests.

**Diagnostic Laboratory Test Fees (other than once a year screening lab tests which are covered) are available at significant discount to members and must be paid at the time of service.

*** Patient's responsible for non-stocked medications; Practice provides various medication discount savings cards/plans.

**** Forms of more than one page (for example, but not limited to, disability, FMLA, attorney correspondence) will be charged $25 per form.

EXCLUDED SERVICES:

Anything not specifically listed as a Covered Service shall be a Non-Covered Service.

Any healthcare services not performed on or within the premises of HEALTHY WINGS, LLC/HEALTHY WINGS PRIMARY HEALTHCARE:

- Durable medical equipment (braces, splints, etc.).
- Any care delivered by providers not affiliated with the Practice.
- Home Visits and Transportation Service Fees by Practice Provider(s)
- Urgent Care visits
- Emergency Room visits
- In-patient and out-patient Hospital visits
- Nursing Home Visits
- Major Surgery
- Dialysis
- Rehabilitation services
- Procedures requiring general anesthesia
- Other Healthcare Specialist care
- Other Radiology and/or Imaging Services
- Vaccines
- Sexually Transmitted Infection Testing and/or Cultures
- Laboratory Titers, i.e., Chicken Pox, MMR, Hep B or Hep C, etc.
- Laboratory Services not expressly listed within Exhibit A Covered Services

EXHIBIT B: FEE SCHEDULE

MEMBERSHIP FEES

One-Time Registration Fee for New Patients:

1 Adult	$ 75.00
2 Adults	$130.00
Each Child[1]	$ 30.00

Monthly Membership Fee:

OPTION A – UNLIMITED VISITS		**OPTION B – 6 VISITS PER YEAR**	
• Single Adult	$ 55.00 ($ 660.00 PER YEAR)	* Single Adult	$35.00 ($420.00 PER YEAR)
• Family (2 Adults)	$105.00 ($1,260.00 PER YEAR)	* Family (2 Adults)	$75.00 ($900.00 PER YEAR)
• Children[1], each	$ 15.00 ($ 180.00 PER YEAR)	* Children[1], each	$10.00 ($120.00 PER YEAR)

[1]A Child is age 2 to 17 years old

Credit Card Authorization Form

Please complete all fields. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until cancelled.

Credit Card Information
Card Type: ☐ MasterCard ☐ VISA ☐ Discover ☐ AMEX ☐ Other _____
Cardholder Name (as shown on card): _____
Card Number: _____
Expiration Date (mm/yy): _____ CCV:
Cardholder ZIP Code (from credit card billing address): _____

I, _____, authorize HEALTHY WINGS LLC **to charge my credit card above for agreed upon purchases. I understand that my information will be saved to file for future transactions on my account.**

_____ _____

Customer Signature **Date**

Customer's Cellular Telephone #: _____

Customer's Home Telephone #: _____

Customer's Email Address: _____

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