



Membership Agreement

Voluntary Decision to Join

I am voluntarily becoming a patient member of NewCare MD, LLC ("NewCare MD") a Limited Liability Company registered in the State of Mississippi. This agreement is non-transferable, which means I may not give, trade, or sell it to anyone else. It is effective only for me. The effective date of my NewCare MD membership is ____/____/____, and will continue for a term of 12 months. My membership will automatically renew at the end of the 12-month period unless I provide written notice of cancellation within thirty (30) days of the renewal date. I have reviewed and agreed to abide by this NewCare MD Membership Agreement ("Agreement") and I have had the opportunity to ask questions and receive answers regarding its content.

Neither This Agreement nor Direct Primary Care in General Is Health Insurance

I am joining with the understanding that NewCare MD does not provide health insurance coverage of any sort. NewCare MD will not bill insurance carriers for any services. Also, I will not seek reimbursement from any insurance carrier for the medical services rendered by NewCare MD.

Responsibility for Charges

I am responsible for the charges incurred for health care services. This includes, but is not limited to, all services provided by NewCare MD and all other providers as well. Services that are not part of this Agreement include, but are not limited to, emergency room visits, hospitalization, specialist care, imaging, and lab tests performed by third parties. It is my responsibility to pay all costs that are not covered by my membership fees.

Billing

I understand that my membership fee is due monthly based on the effective date of my membership and covers the following month of service. In the event that I am unable to pay my fee(s) on time, I will notify NewCare MD and attempt to find a solution. I understand that late payment may result in a late fee of up to \$15 and that my membership may be terminated.

Termination

I may terminate my NewCare MD membership at any time and for any reason, by providing written notice to NewCare MD. Termination will take effect at the end of the month in which notice is received. Until written termination notice is received by NewCare MD, membership fees will continue to be my obligation.

NewCare MD may terminate my NewCare MD membership by providing me written notice, effective at the end of the calendar month in which notice is given. NewCare MD will not terminate this Membership Contract on the basis of health status or a status protected by law. NewCare MD will cooperate and assist in transferring records to the new primary physician. I understand that upon the termination of this Agreement, all unearned funds, as determined by the lesser of normal undiscounted fee-for-service charges that would have been billed in place of the Agreement or the remainder of the membership contract, are returned to me. Upon termination of the Agreement, I understand that I shall not be liable for the remainder of payment associated with the Agreement. However, I further understand that I shall be responsible for the true cost of services rendered regardless of when the Agreement is terminated.

Rejoining

In the event that I terminate my NewCare MD membership after receiving initial services, I may not rejoin the practice for 18 months unless I pay a \$400 early rejoining fee for each member and also get written permission from a NewCare MD physician.

Health Savings, Health Reimbursement, and Flexible Spending Accounts for Direct Primary Care

At this time, I recognize that I may not be able to use these accounts for Direct Primary Care expenses due to current IRS rules. NewCare MD advises that you consult with your accountant regarding tax questions.

Fees and Change in Service

Monthly membership fees are paid on the billing date each month for the following month. I understand that I cannot prepay the total fees owing under the Agreement. The current membership fee schedule is:

- Adults (19 - 50) \$60 per adult each month
- Children \$30 per child each month (when an adult is enrolled in the program)
- Adults (51+) \$75 per adult each month
- Family \$150 per adult couple and up to two children (\$15 per additional child, maximum of \$180/month)
- Student \$35 per full-time adult student

Other common charges include lab, imaging, medications, home visit, after-hours, and procedure fees. These fees will be cost-based and are payable at the time of service.

Fees due at enrollment

At the time of enrollment, a registration fee equal to _____ is due along with the first month’s membership fee. This is a one-time, non-refundable fee.

Changes in Service

I recognize that NewCare MD may add or discontinue services or may increase my membership fee schedule at any time (but no more than once per year), and I will be given written notice of increases in membership fees at least sixty (60) days before the fee schedules change.

Medicare and Medicaid

In order to avoid potential legal and billing problems, I confirm that my current insurance coverage is provided by (check all that apply): Private Insurance Medicare Medicaid Not Insured
(If I have selected Medicare, I have signed and will abide by the Medicare Private Contract.)

Miscellaneous Terms

I understand that the Agreement standing alone does not satisfy the health benefit requirements of the federal Affordable Care Act.

I understand that without adequate insurance coverage in addition to this Agreement, I may be subject to fines and penalties associated with the federal Affordable Care Act.

Addressing Concerns

I agree to first bring any complaints about services I receive as a NewCare MD member to the attention of NewCare MD staff and seeking to resolve the concern through means such as informal or formal mediation before pursuing any legal action.

Signature: _____

Date: _____

Printed Name: _____

If you are a parent registering on behalf of a minor, please write the minor’s name on the line below. Your completion of this form will be interpreted as affirmation that you are the proper legal guardian of the minor.

Name of Minor (if applicable): _____