

Midtown Primary Care – Terms of Service

Welcome to Midtown Primary Care (“MPC,” “we,” “our,” or “us”). By accessing our website, enrolling in our Direct Primary Care (DPC) membership, or using our services, you agree to the following Terms of Service. Please read them carefully.

1. Nature of Services

Midtown Primary Care operates as a Direct Primary Care (DPC) practice. We provide primary care services in exchange for a monthly membership fee.

Important: MPC is not an insurance plan. Membership does not replace health insurance and does not cover services outside of those explicitly included in the membership.

2. Eligibility

By enrolling, you confirm that:

You are at least 18 years old or have a legal guardian enrolling on your behalf

All information provided is accurate and complete

You agree to comply with these Terms

3. Membership Fees and Payment

Membership fees are billed monthly at the agreed-upon rate

Payment is due in advance of services

Fees may be updated with prior notice

Failure to pay may result in suspension or termination of services

MPC does not bill insurance for services included in the membership.

4. Included Services

Membership typically includes:

Primary care visits (in-office or virtual)

Preventive care and chronic disease management

Same-day or next-day appointments (when available)

Direct communication via phone, text, or secure messaging

Annual wellness labs included

Services may be updated at MPC’s discretion.

5. Employer Group Memberships

Midtown Primary Care offers Direct Primary Care membership solutions for local employers and organizations. Employer group plans may include discounted per-employee monthly rates, streamlined enrollment, and dedicated care coordination to support workforce health and reduce overall healthcare costs.

Employer arrangements are customized based on business size and needs.

6. Services Not Included

Membership does not include:

Hospital care

Specialist visits

Imaging (X-rays, MRI, CT scans)

Emergency room visits

Medications (unless otherwise specified)

Procedures not offered by MPC

Patients are responsible for costs associated with services outside of MPC.

7. Communication and Response Times

MPC offers direct communication via phone, text, and electronic messaging. While we strive for timely responses, communication is not guaranteed to be immediate.

Do not use MPC communication channels for emergencies. In case of emergency, call 911 or go to the nearest emergency room.

8. Patient Responsibilities

Patients agree to:

Provide accurate medical history and updates

Follow recommended treatment plans

Use services appropriately

Maintain respectful communication with staff

9. Termination of Membership

By Patient:

Membership may be canceled at any time with 30 days written notice

By MPC:

We reserve the right to terminate membership for:

Non-payment

Repeated missed appointments

Disruptive or inappropriate behavior

Failure to follow medical advice that compromises care

10. No Guarantee of Outcomes

MPC provides medical care based on current standards and clinical judgment. We do not guarantee specific health outcomes.

11. Privacy

We are committed to protecting your health information in accordance with the Health Insurance Portability and Accountability Act (HIPAA) and applicable laws. Please refer to our Privacy Policy and Notice of Privacy Practices for more details on how your information is used and disclosed.

12. HIPAA Acknowledgment and Consent

By enrolling in Midtown Primary Care and/or using our services, you acknowledge and agree to the following:

You have received or have been provided access to Midtown Primary Care's Notice of Privacy Practices.

You understand how your protected health information (PHI) may be used and disclosed for purposes of treatment, payment, and healthcare operations.

You consent to the use and disclosure of your PHI as described in the Notice of Privacy Practices.

Communication Consent (Phone, Email, and SMS/Text Messaging)

You acknowledge and expressly consent that Midtown Primary Care may communicate with you through the following methods:

Phone calls (including voicemail messages)

Text messages (SMS and MMS)

Email

Secure electronic messaging platforms

These communications may include appointment reminders, follow-up instructions, lab results, care coordination, billing or administrative notices, and general health-related updates.

SMS/Text Messaging Consent and TCPA Compliance

By providing your mobile phone number, you expressly consent to receive recurring automated and non-automated text messages from Midtown Primary Care.

Messages may be sent using an automatic telephone dialing system (autodialer) or similar technology where permitted by law.

Message frequency may vary depending on your care needs and communication preferences.

Message and data rates may apply based on your mobile carrier plan.

You may opt out of SMS/text messages at any time by replying "STOP."

For help, you may reply "HELP" or contact our office directly.

Consent to receive text messages is not a condition of receiving medical care or membership services.

While we take reasonable measures to protect your privacy, you acknowledge that text messaging and electronic communication may not be fully secure, and there is some inherent risk of disclosure.

Third-Party Communication Authorization

You may authorize Midtown Primary Care to share your medical information with designated family members or other individuals. This authorization must be provided in writing and may be revoked at any time.

13. Telemedicine Disclaimer

Telemedicine services may be offered when appropriate. By using these services, you acknowledge:

There are limitations compared to in-person visits

Technical issues may impact care

You consent to receive care remotely

14. Limitation of Liability

To the fullest extent permitted by law, MPC shall not be liable for any indirect, incidental, or consequential damages arising from the use of our services or website.

15. Changes to Terms

We may update these Terms from time to time. Continued use of our services constitutes acceptance of any changes.

16. Governing Law

These Terms are governed by the laws of the State of South Carolina.

17. Contact Information

Midtown Primary Care
10 Enterprise Blvd, Suite 107
Greenville, SC 29615
864-686-6575

Acknowledgment

By enrolling in Midtown Primary Care or using our website, you acknowledge that you have read, understood, and agree to these Terms of Service.