

## Membership Agreement

This Membership Agreement ("Agreement") is entered into by and between **Stesin Endocrinology**, located at **[Your Address]** ("Practice"), and the undersigned patient ("Member"). This agreement is effective \_\_\_\_\_[date]. This Agreement outlines the terms and conditions under which the Practice agrees to provide Membership Benefits and Covered Services, both as defined below, to the Member for designated fees.

### 1. Key Definitions

- **Member:** Member means the individual receiving care under this agreement, or the individual's legal guardian or representative.
- **Practice:** Practice means Stesin Endocrinology.
- **Covered Services:** Covered Services include medical services provided by Dr. Mark Stesin within the scope of his professional practice and licensure. This includes the ordering and clinical interpretation of certain designated laboratory services. Laboratory services are only covered if performed at labs listed as eligible by the Practice. The current list of eligible labs, which specifies certain LabCorp facilities, is available at the Practice or on our website. This list is subject to change at the discretion of the Practice.
- **Membership Benefits:** Membership Benefits means the right to schedule, in advance, appointments and consultations with Dr. Mark Stesin during the Practice's operating hours, subject to appointment and consultation availability.

### 2. Membership Term

- This Agreement is effective from the date of enrollment and shall continue for one year ("Initial Term").
- The Agreement will automatically renew on an annual basis ("Renewal Term") unless either party provides written notice of termination at least 30 days prior to the end of the current term.
- The Practice reserves the right to modify the terms of this Agreement, including the annual membership fee and the per-visit fee, at any time upon 30 days prior written notice to the Member.

### 3. Annual Membership Fee

- The membership fee is **\$240** per patient, payable in full at the time of enrollment. and annually on the date of the Agreement's renewal.
- The membership fee is non-refundable and grants the Member access to Membership Benefits provided by the Practice.
- The Member acknowledges that failure to pay the membership fee in a timely manner may result, at the Practice's discretion, in the suspension of Covered Services and/or termination of this Agreement.

### 4. Per-Visit Fee

- The per-visit fee is **\$289** per visit, per patient, payable in full at the time of the appointment or consultation, whether in person or on the phone.
- The per-visit fee covers consultation with Dr. Mark Stesin and the provision of Covered Services. Laboratory services are only Covered Services, and thus included under the \$289 per-visit fee, when performed at a LabCorp Facility (as specified by the practice and subject to change from time to time). Laboratory work performed at any non-specified LabCorp facility is not covered by the per-visit fee, and will result in additional charges for which the Member alone is responsible. The Practice is not responsible for the payment of any fees associated

with a Member's lab work performed at a non- specified LabCorp facility, and the Member should expect to be billed by the laboratory directly for any such services.

**5. New Patient Visits:** New members are required to attend two initial visits:

- **First Visit:** The Member pays the regular \$289 visit fee in addition to the annual membership fee.
- **Second Visit:** A follow-up visit incurs an additional one-time fee of \$150 on top of the \$289 visit fee.
- After these two visits, all subsequent visits will be charged the standard per-visit fee of \$289.
- **Definition of New Patients:** New patients are defined as individuals who have not been seen by the Practice within the past three years.

**6. Services Included**

- **Schedule Consultations and/or Appointments:** The annual membership fee provides Members the opportunity to schedule appointments with Dr. Mark Stesin for the provisions of Covered Services. Appointments are subject to the Practice's availability and must be scheduled in advance. Membership does not entitle a patient to an appointment at a given time or day without the approval of the Practice.
- **Fixed Rate Covered Service:** The annual membership fee allows Members to access Covered Services for a set per-visit fee. This per-visit fee covers both the consultation and any necessary lab work during the visit, provided the lab work is performed at a practice specified LabCorp facility.
- **Care Coordination:** The Practice will make reasonable efforts to coordinate with other healthcare providers as necessary for the management of the Member's health. Notwithstanding these reasonable care coordination efforts, the Practice is not responsible or liable for the services provided by external providers or for any payment resulting from services provided by others.

**7. Services Not Included:**

- **Exclusions:** The following non-exclusive list of services are not Covered Services, and thus are not included under this Agreement and may incur additional costs for the Member:
  - i. Specialist referrals and consultations.
  - ii. Hospitalization or emergency room services.
  - iii. Imaging services (e.g., X-rays, MRIs).
  - iv. Surgical procedures.
  - v. Durable medical equipment.
  - vi. Services provided by external healthcare providers or facilities.

**8. Insurance:**

- **No Insurance Accepted:** The Practice does not participate in or bill any insurance plans, including Medicare or Medicaid. The Member is solely responsible for any healthcare costs not covered by this Agreement. Payments to the Practice are not likely to be counted toward any deductible the Member may have under an applicable policy of insurance. The Member further acknowledges that the Practice will not defend any claims made to insurance carriers and the Member agrees not to submit any such claims for any services provided by the Practice. The Practice makes no representations regarding whether 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.
- **For Medicare Beneficiaries:** If the Member is a Medicare beneficiary or currently Medicare eligible, the Member agrees to execute such other documents as may be necessary to opt-out

of Medicare coverage in relation to the services provided by the Practice pursuant to this Agreement. Further, Members agree to notify the Practice at least sixty (60) days prior to becoming eligible for Medicare so that appropriate paperwork can be provided to the Member.

- **Failure to opt-out of Medicare coverage in relation to the services provided by the Practice may result in termination of this Agreement.**
- **Not an Insurance Plan:** The Member acknowledges that this Agreement is not a medical insurance plan and is not intended to substitute or replace any medical insurance plans. This Agreement applies only to Covered Services as specified in this Agreement personally provided by the Practice or ordered through LabCorp. The Member acknowledges that the Practice encourages the Member to obtain and/or retain medical insurance coverage for medical services not otherwise covered by this Agreement.

## **9. Membership Acknowledgments and Limitations**

- **Nature of the Practice:** The Practice operates on a direct-payment basis. All services must be paid in full prior to the time of service using checks or credit cards; the Practice does not accept cash. Additionally, the Practice will not submit claims to insurance providers or provide documentation for insurance reimbursement. Receipts will be provided.
- **Limited Availability:** All appointments must be scheduled in advance. The Member is encouraged to schedule well in advance to ensure timely access to care. Membership does not guarantee access to an appointment when no appointment is otherwise available.
- **Non-Emergency Services:** The Practice does not provide emergency medical services. In case of an emergency, the Member should call 911 and/or visit the nearest emergency room.
- **Scope of Care:** The Practice provides care within the scope of Dr. Mark Stesin's expertise as an endocrinologist. The Practice will not provide, and the Member should not expect, care outside of this scope without referral to an appropriate specialist, whose care is not included as a Covered Service under this Agreement.

## **10. Member Responsibilities under Agreement**

- **Accurate Information:** The Member agrees to provide accurate and complete health information and to promptly notify the Practice of any changes in their personal information, including medical condition, contact information, Medicare eligibility, and/or payment information.
- **Payment Obligations:** The Member agrees to pay the annual membership fee, the per-visit fee, and any other charge or fee presented to the practice for the provision of care for a non-Covered Service prior to any scheduled appointment. Failure to pay may result, at the Practice's sole discretion, in the suspension of services or termination of this Agreement.
- **Appointment Attendance:** The Member agrees to attend all scheduled appointments. Cancellations made within 24 hours of the scheduled appointment may result in a fee.

## **11. Termination**

- **Termination by Practice:** The Practice reserves the right to terminate this Agreement for any reason, including but not limited to a Member's failure to comply with the terms of the Agreement, failure to pay any required fee, two or more missed appointments, or a Member's disruptive behavior. Termination will be effective 30 days after written notice is provided to the Member.
- **Termination by Member:** The Member may terminate this Agreement at any time by providing 30 days' written notice. The annual membership fee will not be refunded upon termination.
- **Effect of Termination:** Upon termination, the Member will no longer be entitled to any Membership Benefit or the Covered Services set forth in this Agreement. The Practice will provide the Member with a copy of their medical records upon request.

## 12. Limitation of Liability

- **Liability Disclaimer:** The Practice and/or Dr. Mark Stesin disclaims any and all liability relating to or arising from any care provided under this Agreement. This liability disclaimer includes any and all liability related to or arising from the use or maintenance of any FDA-approved medical device.
- **Damages Waiver:** The Member agrees to waive any indirect, incidental, consequential, exemplary, special, economic, non-economic and/or punitive damages relating to or arising from the care provided under this Agreement, including any claim relating to or resulting from the use or maintenance of any FDA-approved medical device. For the avoidance of doubt, the Member agrees that any recovery resulting from any claim relating to or arising from the provision of any care provided under this agreement is limited to direct damages.
- **Time to Bring a Claim:** Any claim brought relating to or arising from the provision of any care provided under this agreement must be brought within one year of the date of service, notwithstanding any applicable statute of limitation.
- **Liability Cap:** For all claims arising from breach of this Agreement, including but not limited to claims for economic and/or non-economic damages, the Member agrees that the total damages payable under such claims shall not exceed the amount paid by the Member under this Agreement, and under no circumstances shall exceed \$2,000.
- **Indemnification:** The Member agrees to indemnify, defend, and hold harmless the Practice, the Practice's officers, directors, employees, agents and representatives, including Dr. Mark Stesin, 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 Practice or any of its officers, directors, employees, agents and representatives as a result of Member's breach of any of Member's obligations under this Agreement.
- **No Warranty:** The Practice makes no warranties, express or implied, about the outcomes of the services provided, including any outcomes related to or resulting from the use of any FDA-approved medical device. The Member acknowledges that medical care is inherently uncertain and agrees to assume all risks associated with the care provided.

## 13. Dispute Resolution

- **Arbitration:** Any disputes arising out of or related to this Agreement shall be resolved through binding arbitration in Minnetonka, Minnesota, in accordance with the rules of the American Arbitration Association. The Member agrees to waive the right to a jury trial in connection with any dispute arising under this Agreement.
- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- **Attorney's Fees:** In the event of a dispute, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

## 14. Phone Calls and Telehealth Consultations

- **Phone Calls Generally:** The Practice does not offer free phone consultations for medical advice, diagnoses, or test result discussions. Any medical advice or clinical discussion provided during a phone call, including the discussion of test results or any additional medical advice, requires the Member to schedule a visit and pay the applicable per-visit fee. However, requests for medication refills can be made over the phone without incurring a charge.
- **Telehealth Consultations:** While the Practice prefers an in-office visit, scheduled appointment and/or consultation may be provided on a telehealth basis, provided the Member agrees in advance. The Member understands and agrees that any telehealth consultation is billed as an in-person visit, and charged the per-visit fee in place at the time.

- **General and Administrative Communication:** Patients may continue to reach out to the Practice with administrative questions, appointment scheduling, or general non-clinical inquiries without charge. The Practice encourages open communication, but patients should understand that clinical advice will only be provided during scheduled visits, whether in person or via telehealth.

#### 15. Death, Disability, or Dismemberment

- In the event of the death, disability, or dismemberment of Dr. Mark Stesin, this Agreement shall automatically terminate. The Member acknowledges and agrees that no portion of the annual membership fee shall be refunded under any circumstances, regardless of the timing or duration of the Agreement prior to such events.
- Upon such termination, neither the Practice, Dr. Mark Stesin, nor his estate shall have any further obligations to provide services under this Agreement. The Member waives any right to bring any claims or demands against the Practice, Dr. Mark Stesin, his estate, or any related entities, in the event of such termination.
- **Indemnification:** The Member agrees to indemnify, defend, and hold harmless Dr. Mark Stesin, his estate, the Practice, and its agents, employees, and successors from any and all claims, liabilities, losses, damages, costs, or expenses (including reasonable attorneys' fees) arising out of or related to the termination of this Agreement due to the death, disability, or dismemberment of Dr. Mark Stesin. This indemnification extends to claims brought by third parties related to the termination of services.
- This provision shall be governed and construed in accordance with the laws of the State of Minnesota and shall survive the termination of this Agreement.

#### 16. Entire Agreement

- **Integration:** This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, understandings, or representations, whether written or oral.
- **Amendment:** This Agreement may only be amended in writing and signed by both parties. No verbal modifications or waivers will be effective unless documented in writing.
- **Severability:** If any provision, or part of any provision, of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

#### 17. Acknowledgment

- **Informed Consent:** By signing below, the Member acknowledges that they have read and understood the terms of this Agreement, including the limitations and protections, and voluntarily agrees to abide by them.
- **Copy of Agreement:** The Member acknowledges that they have received a copy of this Agreement for their records.

Member Name: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Practice Representative Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Added to Member chart: **D**

Receipt Sent: **D**