

**MEMBERSHIP AGREEMENT  
CHI HEALTH CLINIC DIRECT PRIMARY CARE PROGRAM**

This Membership Agreement (“Agreement”) is between Alegent Creighton Clinic, d/b/a CHI Health Clinic (the “Clinic”) and \_\_\_\_\_, (the “Patient” or “You”) including any covered Family Members (defined below). The Agreement applies only to those locations operated by Clinic which participate in the DPC Program. The Agreement is intended to comply with the Nebraska Direct Primary Care Act, and describes the ongoing primary care services (“DPC Services”) that You are eligible to receive under the Clinic’s Direct Primary Care Program (“DPC Program.”). By signing this Agreement, You agree to participate in the DPC Program and comply with the terms of the DPC Program and this Agreement.

**Section 1. General.** The DPC Program is intended to promote personal responsibility for health care in a cost-effective manner. By participating in the DPC Program, you are eligible to receive DPC Services. Please understand that the DPC Program is not insurance, and it should not be viewed as a replacement for insurance.

**Section 2. DPC Providers.** Membership in the DPC Program entitles you to receive primary care services from one or more of the Clinic’s physicians or nurse practitioners listed at [www.chihealth.com/directprimarycare](http://www.chihealth.com/directprimarycare) (each, a “DPC Provider” and, collectively, “DPC Providers”). In the event the Clinic’s DPC Providers change, CHI Health Clinic will notify you of any such changes.

DPC Providers initially will furnish DPC Services in an in-office setting at the location(s) identified at [www.chihealth.com/directprimarycare](http://www.chihealth.com/directprimarycare). DPC Services include direct access to your DPC Provider (e.g., MyChart; and cell phone), and include certain out-of-office services described on Exhibit A.

**Section 3. DPC Services.** (a) In exchange for Your payment of the monthly DPC membership fee (described in Section 5), the Clinic and its DPC Providers will furnish the DPC Services described in this Agreement. DPC Services include ongoing primary care services furnished by a primary care physician or nurse practitioner, both medical and non-medical, and certain amenities which are offered by the Clinic. DPC Services do not include emergency or urgent care services. All DPC Services will be furnished in accordance with the Clinic’s policies and procedures. A more complete description of DPC Services is attached as Exhibit A.

(b) The Clinic, in its sole and absolute discretion, reserves the right to accept or decline any application for the DPC Program for any reason; provided, however, that the Clinic shall not refuse to accept a new patient or discontinue care to an existing DPC Program member solely because of the patient’s health status.

Your DPC Provider will make reasonable efforts to see you as needed after hours, if available.

**Section 4. Non-Covered Services.** Services that are not included as part of the DPC Program are separately described on Exhibit B (“Non-Covered Services”) and will be separately billed in accordance with the Clinic’s standard fee schedule and processes. **You are required to pay the Clinic for any items and services that are not covered as a DPC Service and not otherwise covered by insurance.**

**Section 5. Membership Fee.** In exchange for DPC Services, You agree to pay the Clinic a monthly membership fee (“Membership Fee”). The Membership Fee is paid through a monthly debit to your credit card or checking account through a third- party vendor (Accresa by Ameriflex). Memberships are billed at the beginning of each month. The monthly Membership Fee schedule is as follows:

Single Member (must be of legal age in your state)	\$80/month
2 Family Members	\$120/month
3 Family Members	\$150/month
4 Family Members	\$175/month

After four Family Members, any additional Family Member shall be billed at \$20/month. A Family Member is defined as Your spouse or Your dependent children 25 years old or younger. All Family Members must enroll in the same practice location, however, may choose different DPC Providers at the practice location.

The Clinic will furnish at least sixty (60) days advance written notice to You in the event of any change to the Membership Fees.

**Section 6. Non-Participation in Insurance.** You acknowledge and agree that the DPC Services will not be billed to any health insurance, HMO or other plan, or a federal health care program such as Medicare or Medicaid (collectively, “Plans”), and neither the Clinic nor any DPC Provider makes any representations regarding third-party insurance coverage or payment for any DPC Service furnished under this Agreement. Non-Covered Services may or may not be covered by any Plan. You retain full and complete responsibility for such determination.

You agree to notify your DPC Provider if you are currently enrolled in a Medicare or Medicaid plan, or if you intend to enroll in a Medicare or Medicaid plan while participating in the DPC Program.

**Section 7. Insurance or Other Medical Coverage.** You acknowledge and understand that this Agreement is not an insurance plan, and not a substitute for health insurance or other health plan coverage (such as membership in an HMO) and does not satisfy any federal mandates. It will not cover hospital services, or any other services not provided by the Clinic or its DPC Providers as part of the DPC Program. You acknowledge that the Clinic has advised You to obtain or keep in full force such health insurance policy(ies) or plans that will cover Patient for general healthcare costs. You are always personally responsible for the payment of any additional medical expenses that You may incur.

You acknowledge that this Agreement is not a contract to provide health insurance, does not meet the insurance requirements of the federal Affordable Care Act, and is not intended to replace any existing or future health insurance or health plan coverage that You may carry. This Agreement is for ongoing primary care, and You may need to visit the emergency room or urgent care from time to time.

**Section 8. Term and Termination.**

(a) This Agreement shall begin on \_\_\_\_\_, 202\_\_, and will continue on a month-to-month basis until terminated.

(b) You may terminate this Agreement at any time, with or without cause, upon written notice to the Clinic. In the event you terminate your current Agreement, you and your Family Members will not be eligible to enter into another agreement for DPC Services for eighteen (18) months.

(c) The Clinic may terminate the Agreement at any time, with or without cause, upon thirty (30) days written notice.

(d) The Clinic may terminate this Agreement if:

- (i) You fail to pay applicable fees owed pursuant to this Agreement;
- (ii) You have performed an act that constitutes fraud;
- (iii) You repeatedly fail to adhere to a recommended treatment plan, including, but not limited to, the use of controlled substances;
- (iv) You are abusive or present an emotional or physical danger or threat to the staff or other patients of the Clinic, as determined by the Clinic in its sole discretion; or
- (v) the Clinic discontinues operation or discontinues the DPC Program in its current format.

(e) Unless previously terminated as set forth above, at the expiration of the initial one-month term (and each succeeding monthly term), the Agreement will automatically renew for successive monthly terms upon the payment of the monthly fee at the beginning of the contract month.

**Section 9. Privacy & Communications.** As a member in the DPC Program, You understand and agree that communications with DPC Providers using e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. This may mean that conversations over certain communication platforms are preferable based on higher levels of data encryption, but many communication platforms, including email, texting, etc., may not be secured and may not remain confidential. If You initiate a conversation in which the You discloses “Protected Health Information” (“PHI”) on one or more of these

communication platforms, then You will be deemed to have authorized the Clinic to communicate with You regarding PHI in the same format.

**Section 10. Severability.** If for any reason any provision of this Agreement shall be deemed, by a court of competent jurisdiction, to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the Agreement shall not be affected, and that provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.

**Section 11. Reimbursement for Services if Agreement is Invalidated.** If this Agreement is determined to be invalid for any reason, and if the Clinic is therefore required to refund all or any portion of the monthly fees paid by You, You agree to pay the Clinic an amount equal to the standard charges for the services actually rendered to You during the period of time for which the refunded fees were paid.

**Section 12. Assignment.** This Agreement, and any rights You or the Clinic may have under it, may not be assigned or transferred to any other person without the express written consent of the other party.

**Section 13. Governing Law.** This Agreement shall be governed and construed under the laws of the State of Nebraska and all disputes arising out of this Agreement shall be settled in a court of proper venue and jurisdiction for Douglas County, Nebraska.

**Section 14. Authorization.** Any individual signing this Agreement on behalf of an entity represents and warrants in his or her individual capacity that he or she has full authority to do so on behalf of such entity. Any individual signing this Agreement on behalf of any other individual(s) represents and warrants in his or her individual capacity that he or she has full authority to do so on behalf of such other individual(s).

**Section 15. Copy.** The parties acknowledge and agree that a copy of this Agreement will be given to the Patient upon execution. You have the right to request an additional copy.

PATIENT

By: \_\_\_\_\_

Printed: \_\_\_\_\_

ALEGENT CREIGHTON CLINIC d/b/a CHI HEALTH CLINIC

Provider Name: \_\_\_\_\_

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

**EXHIBIT A**  
***Description of DPC Program Services***

This Agreement is for ongoing primary care services pursuant to Nebraska law. You may need to use the care of specialists, emergency rooms, and urgent care centers that are outside the scope of this Agreement. Each DPC Provider will make a determination about the appropriate scope of primary care services offered by the Provider under the DPC Program. Examples of common conditions we treat, procedures we perform, and medications we prescribe are described below, and are subject to change.

- Primary Care Services – if provided by, or referred by your DPC Provider
- Care Coordination
  - Chronic disease
  - Behavior and Lifestyle Management
  - Referrals to needed community services/specialists
  - Hospital and Specialist Care Coordination and navigation
  - Individualized Care/Health Plan
- Adult, Pediatric and Women’s Preventative/Wellness Exams
- School and Sports Physicals
- Episodic/Sick Care
- Primary Care appropriate behavioral health screening, brief intervention and referral
- Point of Care Lab Tests ordered by DPC provider
  - Pregnancy, Rapid Strep, Mono, Fecal Occult Blood, Hemoglobin a1c,
- Imaging – x-ray in office only
- Immunizations – not all are covered by the plan
- Laboratory Studies will be drawn in the office at no additional charge

DPC Providers will make every effort to be available at all times via phone, email, other methods such as “after hours” appointments when appropriate, but 24/7 availability is not guaranteed. When possible, we prefer that you schedule visits more than twenty-four (24) hours in advance.

**EXHIBIT B**  
***Non-DPC Program Services***

The following Services that do not constitute DPC Services will be considered Non-Covered Services:

- Some ancillary services will be passed through “at cost” (no markup by us). Many services available in our office (such as EKGs) are available at no additional cost to you.
- In-Office Procedures we generally perform are listed on the DPC Clinic website. These are typically available at no additional cost unless otherwise designated, and these are also subject to change.
- Medications will be ordered in the most cost-effective manner possible for the Patient. Examples of commonly dispensed medications and their prices (subject to change) are listed on the DPC Clinic website.
- Pathology studies (most commonly skin biopsies) will be ordered in the most economical manner possible and billed to You by the pathologist’s office.
- Vaccinations, excluding influenza, are not offered in our office at this time due to the cost prohibitive nature of stocking a limited supply. We will help you obtain needed vaccinations elsewhere in the most cost-effective manner possible.
- Obstetric Services are not covered by our membership plan. In the future we may begin to offer some of these outpatient services in our office, but due to our small size we are unable to offer these services at this time.
- After-hours visits outside of the DPC Clinic’s regular scheduled hours