IMPORTANT NOTICE — PLEASE READ CAREFULLY

ZYNITH HEALTH CARE & ASSOCIATES MEMBERSHIP PLAN AGREEMENT

Patient Financial Responsibility: Under this Agreement, the monthly membership fee covers the services described in Appendix B (including one annual physical and unlimited sick visits as outlined). However, **the patient is solely responsible for all costs associated with laboratory tests, diagnostic imaging studies, and prescription medications**. These charges are not included in the membership fee and will be billed separately by the applicable third-party providers (labs, pharmacies, imaging centers). Zynith Health Care & Associates does not control and is not responsible for those third-party fees.

No Insurance Substitute: This Agreement is NOT a health insurance plan. It does not cover hospital services, specialist visits, emergency care, or services not personally provided by Zynith Health Care & Associates. Patients are strongly advised to maintain comprehensive health insurance coverage.

Medicare Enrollees: If you are enrolled in Medicare, you are not eligible for this membership program. However, seniors who are not enrolled in Medicare are welcome to enroll.

Zynith Health Care & Associates Membership Agreement

This is an Agreement between **ZYNITH HEALTH CARE & ASSOCIATES, L.L.C.**, Dr. Dagmar Ngiowa, DNP, NP-C. PMHNP-BC (Doctor of Nursing Practice, Advanced Practice Registered Nurse), in her capacity as Zynith Health Care & Associates representative, and you, the patient, on this date.

Dr. Dagmar N'giowa DNP, who specializes as a board-certified family and mental health nurse practitioner, delivers care on behalf of Zynith Health Care & Associates at our in-person office or virtually to the patient. This Agreement covers both medical and mental health care services provided by the APRN. In exchange for certain fees paid by patient, Zynith Health Care & Associates, through its APRN, agrees to provide patient with the services described in this Agreement on the terms and conditions set forth herein.

Patient – Is defined as those persons for whom the APRN shall provide Services and who are signatories to, or listed on, the documents attached as Appendix A, incorporated by reference into this Agreement.

Services – As used in this Agreement, the term Services shall mean a package of services or individual services, both patient care and non-patient care, and certain amenities (collectively "Services"), which are offered by Zynith Health Care & Associates and set forth in Appendix A.

Terms – This Agreement shall commence on the date signed by the parties below. The initial term shall be six (6) consecutive months. Thereafter, the Agreement shall automatically renew on a month-to-month basis on the 1st of each month.

In exchange for the services described herein, Patient agrees to pay Zynith Health Care & Associates the amount set forth in Appendix B. This fee is payable upon execution of this Agreement and is in payment for the services provided to patient during the term of this Agreement. If this Agreement is cancelled by either party before the termination date, Zynith Health Care & Associates shall refund the Patient's pro-rated share of the original payment, remaining after deducting individual charges for services rendered to patient up to the cancellation date.

Patients acknowledge that neither Zynith Health Care & Associates nor the APRN participates in any health insurance or HMO plans or Medicare or Federal Healthcare plans. Neither party makes any representations whatsoever that any fees paid under this Agreement are covered by your health insurance or other third-party payment plans applicable to the Patient. The Patient shall retain full and complete responsibility for any such determination. If the Patient is enrolled in Medicare, or during the term of this Agreement becomes enrolled in Medicare, then Patient is not eligible for Zynith Health Care & Associates services. However, seniors who are not eligible for Medicare are welcome to enroll.

This Agreement acknowledges your understanding that the APRN does not provide services to patients eligible for Medicare and Medicaid and will not seek reimbursement from Medicare, Medicaid, or any Federal Healthcare panels. As a result, Medicare, Medicaid, or any Federal Healthcare panels cannot be billed for any services performed for Patient by the APRN. Patients agree not to bill Medicare, Medicaid, or any Federal Healthcare panels or attempt Medicare, Medicaid, or any Federal Healthcare panel reimbursement for any such services.

Patient acknowledges and understands that this Agreement is not a health insurance plan and is not a substitute for health insurance or other health plan coverage (such as membership in an HMO). It will not cover hospital services or any services not personally provided by Zynith Health Care & Associates or its Providers. Patient acknowledges that Zynith Health Care & Associates has advised that Patient obtain or keep in full force such health insurance policy(ies) or plans that will cover Patient for general healthcare costs. Patient acknowledges that this Agreement is not a contract that provides health insurance, and this Agreement is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry.

This Agreement shall commence on the date first written above. The initial term is a minimum of six (6) consecutive months. Following the initial term, the Agreement will automatically renew on a month-to-month basis upon payment of the monthly fee each month.

Notwithstanding the above, both Patient and Zynith Health Care & Associates shall have the absolute and unconditional right to terminate this Agreement, without showing cause, upon giving 30 days' prior written notice to the other party. During the initial six-month term, early termination by patient shall result in forfeiture of the

refund for the remaining months of the initial term, unless otherwise agreed in writing.

Patient acknowledges that communications with the Provider using e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communication. As such, Patient expressly waives the Provider's obligation to guarantee confidentiality with respect to correspondence using such means of communication. Patients acknowledge that all such communications may become a part of Patient's medical records. By providing Patient's e-mail address in Appendix A,

Patient authorizes Zynith Health Care & Associates and its providers to communicate with patients by e-mail regarding Patient's "protected health information" (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations). By inserting Patient's e-mail address in Appendix A, Patient acknowledges that:

(a) E-mail is not necessarily a secure medium for sending or receiving PHI, and there is always a possibility that a third party may gain access.
(b) Although the Provider will make all reasonable efforts to keep e-mail communications confidential and secure, neither Zynith Health Care & Associates nor the Provider can assure or guarantee the absolute confidentiality of e-mail communications.
(c) In the discretion of the Provider, e-mail communications may be made a part of Patient's permanent medical record.
(d) Patient understands and agrees that e-mail is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information. In the event of an emergency, or a situation in which the member could reasonably expect to develop into an emergency, Member shall call 911 or the nearest Emergency Department and follow the directions of emergency personnel.

If Patient does not receive a response to an e-mail message within one business day (Monday through Friday), Patient agrees to use another means of communication to contact the Provider. Neither Zynith Health Care & Associates nor the Provider will be liable to patient for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Patient because of technical failures, including, but not limited to:

(i) technical failures attributable to any internet service provider; (ii) power outages, failure of any electronic messaging software, or failure to properly address e-mail messages;
(ii) (iii) failure of the Practice's computers or computer network, or faulty telephone or cable data transmission; (iv) any interception of e-mail communications by a third party; or (v) Patient's failure to comply with the guidelines regarding use of e-mail communications set forth in this paragraph.

If there is a change of any law, regulation, or rule, federal, state, or local, which affects this Agreement (including these Terms & Conditions, which are incorporated by reference), or the activities of either party under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation, or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights, obligations, or operations associated with this Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of this Agreement within 45 days after the effective date of the change, then either party may immediately terminate this Agreement by written notice to the other party.

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 this Agreement shall not be affected. That provision shall be deemed modified to the minimum extent necessary to make it consistent with applicable law, and in its modified form, that provision shall then be enforceable.

If this Agreement is held to be invalid for any reason, and Zynith Health Care & Associates is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay Zynith Health Care & Associates an amount equal to the reasonable value of the Services rendered to patient during the period for which the refunded fees were paid.

No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all parties. Notwithstanding the foregoing, the Provider may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation ("Applicable Law") by sending Patient 30 days' advance written notice of any such change. Any such changes are incorporated by reference into this Agreement without the need for signature by the parties and are effective as of the date established by Zynith Health Care & Associates, except that Patient shall initial any such change at Zynith Health Care & Associates' request. Moreover, if Applicable Law requires this Agreement to contain provisions that are not expressly set forth herein, then, to the extent necessary, such provisions shall be incorporated by reference into this Agreement and shall be deemed a part hereof as though they had been expressly set forth.

This Agreement, and any rights Patient may have under it, may not be assigned or transferred by patient.

Patient and the APRN intend and agree that the APRN, in performing duties under this Agreement, is an independent contractor as defined by the guidelines promulgated by the United States Internal Revenue Service and/or the United States Department of Labor, and the Provider shall have exclusive control of her work and the way it is performed.

Patient acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Patient also acknowledges having had a reasonable time to seek legal advice regarding this Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions hereof.

This Agreement shall be construed without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. Captions in this Agreement are used for convenience only and shall not limit, broaden, or qualify the text.

This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter hereof.

This Agreement shall be governed and construed under the laws of the State of Maryland. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Zynith Health Care & Associates' registered address in Greenbelt, Maryland.

All written notices are deemed served if sent to the mailing address of the party written above or appearing in Appendix A by first-class U.S. mail. The parties have signed duplicate counterparts of this Agreement on the date first written above.

Appendix A: Patient and Contact Information

(To be completed at time of enrollment)

Patient Name(s):
_____
Patient Address:
_____
Patient Phone:
_____
Patient E-mail:
_____

Appendix B: Services and Fees

Patient Services

As used in this Agreement, the term Patient Services shall mean those patient services that the APRN is permitted to perform under the laws of the State of Maryland and that are consistent with her training and experience as a family nurse practitioner. Patient shall also be entitled to one annual physical examination per year, which shall be performed by the Provider, and include, but not be limited to:

- Health Risk Assessment
- Vision Screening
- Comprehensive Lab Screening
- Psychosocial Screening

**Some restrictions may apply. Patient is responsible for ALL lab costs.*
Patients are entitled to unlimited visits for acute conditions, new diagnoses, and follow-up visits as deemed necessary by the Provider, per each paid membership month, with a limit of 15 visits per year. Each additional visit will be $30 per visit. Zynith Health Care & Associates and the APRN reserve all rights to defer any medical condition for further evaluation to another provider or medical facility such as a specialist, urgent care, or emergency department. The APRN may, from time to time, due to vacations, sick days, and other similar situations, not be available to provide the services referred to above. During such times, Patient's calls to the APRN or the APRN's office will be directed to a provider who is covering for the APRN during her absence or to an office staff member. Zynith Health Care & Associates will make every effort to arrange for coverage but does not guarantee such coverage. Patients are responsible for all costs associated with labs, prescriptions, and imaging studies.
***(See full Disclaimer at the top of this Agreement for important details regarding patient financial responsibility.) ***

Non-Medical Personalized Services

Zynith Health Care & Associates shall also provide Patient with the following non-medical services:

(a) **After-Hours and Weekend (Saturday) Access.** Patients shall have access to the Provider via the EMR messaging system or by phone for emergent related issues ONLY. Patients may call the main office phone number and ask to speak with the on-call provider. If the on-call provider is not immediately available, the call will be directed to an appropriate licensed healthcare provider covering the APRN during her absence. During the Provider's absence for vacations, continuing medical education, illness, emergencies, or days off, Zynith Health Care & Associates will provide the services of an appropriate licensed healthcare provider for assistance in obtaining patient services. Such provider shall be available to patients to the same extent as would the APRN; however, the on-call provider may be reached through the main office line or an answering service as applicable.

(b) **EMR Messaging Access. Patients may communicate with the Provider through the Practice's electronic medical record (EMR) patient portal messaging system. Such communications shall be addressed by the Provider or a staff member in a timely manner. This messaging system is available for non-urgent communications, including after hours and on weekends. Patient understands and agrees that EMR messaging should never be used in the event of an emergency or any situation that Patient could reasonably expect may develop into an emergency. Patient agrees that in such situations, Patient shall call 911 or the nearest emergency medical assistance provider and follow the directions of emergency medical personnel.**

(c) **No Wait or Minimal Wait Appointments.** Every effort shall be made to ensure that Patient is seen by the Provider immediately at the scheduled visit time or after only a minimal wait. If the APRN foresees a minimal wait time, Patient shall be contacted and advised of the projected wait time.

(d) Same Day / Next Day Appointments. Same-day and next-day appointments are available based on the time Patient contacts the APRN for an appointment and the APRN's schedule. There is no guarantee that an appointment will be available for patients.

(e) Specialists. The APRN shall coordinate with patient care specialists to whom Patient is referred to assist Patient in obtaining specialty care. Patients understand that fees paid under this Agreement do not include and do not cover Specialist's fees or fees due to any healthcare professional other than the APRN.

Appendix C: Monthly Membership Fees

One-Time Enrollment Fee: $59.00 per member
Minimum Contract Term: 6 months
Re-Enrollment Fee (after one month of unpaid membership): $129.00 per account

Appendix D: Direct Primary Care Membership Payment Method

Monthly membership payments are automatically processed using the card on file. All patients must have a credit or debit card on file to cover the cost of membership. Labs and services not covered under this Agreement are the responsibility of the Patient.

Monthly membership payments are deducted on the **1st** of each month.
By signing below, you certify that you have read, understand, and agree to the terms set forth in this Agreement and that you authorize automatic monthly draft payments for the total monthly amount listed in Appendix C with the card you provide.

Patient Signature:
_____
Date: _____
Zynith Health Care & Associates Representative Signature:
_____
Date: _____

IMPORTANT DISCLAIMER: This document is a legal template provided for informational purposes only. It does not constitute legal advice. Zynith Health Care & Associates should have this Agreement reviewed by a licensed attorney before presenting it to patients.

Practice Representative Signature: _____