

MEMBERCARE MEMBERSHIP AGREEMENT

This Membership Agreement (this "Agreement") is entered into on (date), by and between Christian Healthcare Centers, Inc., a Michigan non-profit corporation, whose main office is located at 3322 East Beltline Court, N.E., Grand Rapids, Michigan 49525 ("Christian Healthcare Centers"), and (individual or couple), who resides in (city), MI.

Background

Christian Healthcare Centers, through its employed physicians and other medical personnel, delivers medical services to its Members at its facility located at 3322 Beltline Court NE, Grand Rapids, MI49525. By executing this Agreement and submitting the initial payment of a non-refundable administrative fee and first month membership fee as described in Appendix 3, the Member is contracting to become a Member, and Christian Healthcare Centers, through its providers, agrees to provide the Member with the Services described in this Agreement according to the terms and conditions set forth in this Agreement.

Definitions and Terms

- 1. Member.** A "Member" is defined as an individual for whom Christian Healthcare Centers shall provide the Services, and who is a signatory to, or listed on the documents attached as Appendix 1, and incorporated by reference into, this Agreement.
- 2. Services.** As used in this Agreement, the term "Services" shall mean a package of services, both medical and nonmedical, and certain amenities, which are offered or provided by Christian Healthcare Centers, and set forth in the attached Appendix 2.
- 3. Term.** The term of this Agreement shall commence on the date when the Agreement is signed by the parties below and will continue thereafter on a month-to-month basis until terminated in accordance with Section 7, below.
- 4. Fees.** In exchange for the right to receive Services as a Member, upon commencement of membership the Member agrees to pay Christian Healthcare Centers a one-time non-refundable administrative fee and the first month membership fee, and, thereafter, the monthly amount as set forth in Appendix 3. Fees are subject to change with 30-day written notification of the Member. After payment of the administrative and first month membership fees, payments will be due on the 15th or 30th day of each month. Child (dependents of the adult member under age 19) memberships must be accompanied by at least one adult Member, or the child or youth Member must be enrolled in a college, university, or technical school. The administrative fee and first month membership fees (the "Initial Payment") shall be paid by check, credit card, cash or electronic bank payment upon execution of this Agreement. If at any time, the Member's active status lapses due to non-payment of fees, and reasonable attempts to recover lapsed fees are unsuccessful, Christian Healthcare Centers reserves the right to discharge the Member from care and will provide reasonable assistance to the lapsed Member in transferring their care to another provider.
- 5. Non-Participation with Insurance.** The Member acknowledges that Christian Healthcare Centers and its providers do not participate in any health insurance or HMO plans and have opted out of

Medicare. Neither Christian Healthcare Centers nor any of its providers make any representations whatsoever that any fees paid under this Agreement are covered by any health insurance or other third-party payment plans applicable to the Member. The Member shall retain full and complete responsibility for any such determination. If the Member is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then Member will execute the agreement attached as Appendix 4, which will be incorporated into this agreement by reference. This Agreement acknowledges Member's understanding that Christian Healthcare Centers and each of its providers have opted out of Medicare, and as a result, Medicare cannot be billed for any services performed for Member by Christian Healthcare Centers' providers. Member agrees not to bill Medicare or attempt Medicare reimbursement for any such services. Member shall renew and sign a new Membership Agreement annually.

- 6. Insurance or Other Medical Coverage.** Member acknowledges and understands that this Agreement is not an insurance plan and is not a substitute for health insurance or other health plan coverage. It will not cover hospital services, or any services not directly provided by Christian Healthcare Centers or its providers. Member acknowledges that Christian Healthcare Centers has advised the Member to obtain and keep in full force such health insurance policies or similar plans that will cover the Member for general health care costs beyond the scope of Services provided through this Agreement. Member 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 the Member may carry.
- 7. Termination.** This Agreement will commence on the date executed by the parties and will continue on a month-to-month basis thereafter. Notwithstanding the above, both Member and Christian Healthcare Centers shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination, at any time upon the giving of 30 days prior written notice of termination to the other party. Without limiting the effectiveness of the foregoing, Member acknowledges and agrees that if Member terminates this Agreement within the first two (2) months after the effective date, Member shall not be entitled to any refund of the Initial Payment.
- 8. Reinstatement of Terminated Membership.** Reinstating a membership that is terminated by Member within twelve months of the effective date requires payment of a \$300 administrative reinstatement fee and the regular monthly membership fee for the month when membership is reinstated.
- 9. Religious Acknowledgement.** Member acknowledges that Christian Healthcare Centers is an organization recognized by the Internal Revenue Service as a non-profit religious 501 (c) 3 charitable organization whose employees subscribe to the beliefs and values summarized in Appendix 1, and Member further agrees that services are provided in a manner consistent with those beliefs and values. Member has the right to review the complete version of Christian Healthcare Centers' religious statements upon request.
- 10. Communications.** Member acknowledges that communications with Christian Healthcare Centers and its providers using email, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. As such, Member expressly waives Christian Healthcare Centers' and its providers' obligations to guarantee

confidentiality with respect to correspondence using such means of electronic communication. The Member acknowledges that all such communications may become a part of the Member's medical records. By providing Member's email address within the signature block of this Agreement, Member authorizes Christian Healthcare Centers and its providers and staff to communicate with the Member by email regarding Member's "protected health information" ("PHI") (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA")). Further, by inserting Member's email address in the signature block to this Agreement, Member acknowledges that:

- a. Email 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 Christian Healthcare Centers and its providers and staff will make all reasonable efforts to keep email communications confidential and secure, neither Christian Healthcare Centers nor its providers or staff can assure or guarantee the absolute confidentiality of email communications;
- c. At the discretion of Christian Healthcare Centers, email communications may be made a part of Member's permanent medical record; and
- d. Member understands and agrees that email 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 that the Member could reasonably expect to develop into an emergency, the Member shall call 911 or the nearest emergency room and follow the directions of the emergency personnel.**

If Member does not receive a response to an email message within one business day, Member agrees to use another means of communication to contact the provider. Neither Christian Healthcare Centers nor the providers/staff will be liable to the Member for any loss, cost, injury, or expense caused by, or resulting from delay in responding to the Member as a result of technical failures, including, but not limited to:

- a. Technical failures attributable to any internet service provider;
- b. power outages, failure or any electronic messaging software, or failure to properly address email messages;
- c. Failure of Christian Healthcare Centers' computers or computer network, or faulty telephone or cable data transmission;
- d. Any interception of email communications by a third party; or
- e. Member failure to comply with the guidelines regarding use of email communications set forth in this paragraph.

11. Change of Law. If there is a change of any law, regulation or rule, federal, state or local, which affects the Agreement, or the activities of either party under the 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 the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms

of the Agreement. If the parties are unable to reach an agreement concerning the modification of the Agreement within forty-five days after the date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.

- 12. 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.
- 13. Reimbursement for services rendered.** If the Agreement is held to be invalid for any reason, and if Christian Healthcare Centers is therefore required to refund all or any portion of the monthly fees paid by the Member, Member agrees to pay Christian Healthcare Centers an amount equal to the reasonable value of the services actually rendered to Member during the period of time for which the refunded fees were paid.
- 14. Amendment.** No amendment of the Agreement shall be binding on a party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, the Christian Healthcare Centers' Board of Directors may unilaterally amend this Agreement, including any amendment required by federal, state or local law or regulation ("Applicable Law"), by sending Member 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 Christian Healthcare Centers, except that Member shall initial any such change at Christian Healthcare Center's request. Moreover, if Applicable Law requires this agreement to contain provisions that are not expressly set forth in this Agreement, then, to the extent necessary, such provisions shall be incorporated by reference into this Agreement and shall be deemed a part of this Agreement as though they had been expressly set forth in this Agreement.
- 15. Assignment.** The Agreement, and any rights Member may have under it, may not be assigned or transferred by Member.
- 16. Legal Significance.** Member acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Member also acknowledges having had a reasonable time to seek legal advice regarding the Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of the Agreement.
- 17. Miscellaneous.** This Agreement shall be construed without regard to any presumptions or rules regarding 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.
- 18. Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter of this Agreement.
- 19. Mediation and Arbitration.** Christian Healthcare Centers' personnel believe that the Bible commands them to make every effort to live at peace and to resolve disputes in private or within the Christian Church (Matthew 18:15-20, I Corinthians 6:1-8.) The parties to this Agreement agree that any claim or dispute arising from or related to this agreement shall be settled by biblically based mediation and, if necessary, legally binding arbitration in accordance with the *Rules Of Procedure For Christian Conciliation* of the Institute for Christian Conciliation, a division of

Peacemaker Ministries (www.hispeace.org). Judgment upon an arbitration award may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

20. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Michigan and all disputes arising out of this Agreement, if not resolved through biblically-based arbitration, shall be settled in the court of proper venue and jurisdiction for Christian Healthcare Center's address in Grand Rapids, Michigan.

The parties have signed duplicate counterparts of the Agreement on the date first written above.

The undersigned affirms that the member has voluntarily entered into the MemberCare program of Christian Healthcare Centers under the Terms and Conditions described in this Agreement.

Appendix 1: Religious Provider Disclosure

Individuals enrolling in MemberCare acknowledge that Christian Healthcare Centers, Inc. and its providers and staff provide services in accord with the organization's faith, which is summarized below and set forth in a variety of documents, which are subject to change from time to time, and which members may review upon request.

Christian Healthcare Centers is a religious *not-for-profit corporation recognized as such by the Internal Revenue Service under Section 501 (c) 3, and whose employees affirm the following summary of its Statement of Faith and other religious documents.* **MEMBERS ARE NOT REQUIRED TO AFFIRM THE STATEMENT OF FAITH AND THEY ARE NOT A CONDITION FOR BEING A CHC MEMBER.**

- a. The inspiration, inerrancy, infallibility, and final authority of the Bible;
- b. The existence of one and only one living and true God, existing in three Persons — Father, Son and Holy Spirit, equal in every divine perfection;
- c. The virgin birth and sinless life of Jesus Christ;
- d. The supernatural origin of the physical universe and the creation of human beings in God's image;
- e. The fall of humankind through the sin of Adam, whereby all human beings partake in Adam's fallen nature and stand in need of regeneration and redemption;
- f. Salvation through faith in the substitutionary death, resurrection, ascension and promised return of the Lord Jesus Christ.
- g. God wonderfully and immutably creates each person as either male or female; and that these two distinct, complementary sexes together reflect the image and nature of God; and human beings are not at liberty to alter their biological sex;
- h. God created marriage to be exclusively the union of one man and one woman, and that intimate sexual activity is to occur exclusively within that union.
- i. All human life is sacred and created by God in His image. Human life is of inestimable worth in all its dimensions, including pre-born babies, the aged, the physically or mentally challenged, and

every other stage or condition from conception through natural death, therefore, we are called to defend, protect, and value human life.

All CHC personnel acknowledge and affirm:

- *The value of every human life from conception to natural death, therefore, they do not facilitate abortion in any way.*
- *In keeping with the Center's standards of care concerning patient wellness, providers may inquire about the patient's spirituality, religious affiliation, or practices, but will also respect each patient's request that providers not make such inquiries.*
- *Employees may offer referrals for counseling or other mental healthcare to those professionals who share the Center's Christian beliefs and values.*
- *Providers do not prescribe abortifacient (abortion-causing) devices or medications.*
- *Providers will encourage sexual abstinence for all unmarried individuals.*
- *Providers do not prescribe or provide treatment(s) designed to "transition" a person to the opposite sex, nor do they use pronouns or other references inconsistent with a person's biological sex.*
- *Providers will promote health and wellness practices that encourage patients to avoid the excessive use of food and alcoholic beverages, the abuse of legal or prescribed medications or the use of illegal substances and avoid sexual activity outside of marriage.*

Appendix 2

Christian Healthcare Centers, Inc.

Services Included in MemberCare

The following in-office services are provided to Members as part of the MemberCare agreement:

- a. Physician visits (office, virtual, online)
- b. Wellness and health education programs
- c. Primary care for children through senior adults
- d. Immunizations/vaccinations for uninsured/underinsured children
- e. Preventative medical services normally provided in a physician's office
- f. Medical management of chronic diseases (diabetes, high blood pressure, thyroid disorders, high cholesterol, depression, etc.)
- g. Physical exams (well child, well woman/pap smears, school/sports physicals)
- h. Nutrition and fitness assessment, management and coaching
- i. Weight/blood pressure checks, allergy shots, ear wash, blood draws, pregnancy tests
- j. Medical education (diabetes/asthma/COPD self-care)
- k. Stitches/Splints/Casts
- l. Routine laboratory testing as published on the CHC website
- m. Prescription medications listed on the CHC website (others provided at cost)
- n. X-rays

Appendix 3 to Membership Agreement

Christian Healthcare Centers, Inc.

Member Fees 2

Individual Adult (19-64)	\$90.00/month
Newborn – 24 months	\$35.00/month
2 years – 18 years	\$20.00/month
Senior (65+)	\$80/month
Enrolled Full-Time Undergrad College Student	\$40/month

1. CHC does not have immunization arrangements with insurers, therefore insured patients whose health plan covers child immunizations will need to arrange these through their insurance carrier.
2. Member Fees subject to change at any time at the discretion of the Board of Directors and will be communicated to members if such a change should occur.

Appendix 4 to MemberCare Membership Agreement

Medicare Waiver

Christian Healthcare Centers, Inc.

This agreement acknowledges Member's understanding that Christian Healthcare Centers and its employed providers have opted out of Medicare, and as a result, Medicare cannot be billed for any services performed for the Member by the Center's providers. Member agrees to not bill or attempt Medicare reimbursement for any such services.

The Medicare beneficiary or his or her legal representative understands that Medicare limits do not apply to what the physician or practitioner may charge for items or services furnished by the physician or practitioner.

The beneficiary or his or her legal representative understands that Medicare payment will not be made for any items or services furnished by the physician or practitioner that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.

The beneficiary or his or her legal representative enters into the contract with the knowledge that he or she has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and that the beneficiary is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other physicians or practitioners who have not opted out.

The beneficiary or his or her legal representative understands that Medigap plans do not, and that other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.

Member shall renew and sign the Medicare Waiver Agreement annually

Philosophy of Wellness and Health Care

Christian Healthcare Centers provides a distinctive approach to the promotion of wellness and the provision of health care. We are an unapologetically Christian, Christ-centered and patient-focused collaborative community.

God Heals – We Help

As Creator, God is the most knowledgeable person to deal with sickness, disease and death. We affirm that God can heal with or without a physician. With this in mind, we include prayer among the resources we bring to bear on the needs of patients.

Wellness, not Disease Management

Since we believe each person is created in God's image (Genesis 1:26), CHC providers are devoted to enhancing wellness of the whole person. We do not treat patients as a collection of organ systems or merely natural processes, but as whole beings.

Spiritual Care is Essential to Wellness

Spiritual health is an essential component of a person's total wellness. Using medical interventions to compensate for immoral actions is, at best, a temporary solution. We believe spiritual disciplines (e.g., prayer, engagement with Scripture, active participation in a local church, applying biblical principles regarding marriage/family, finances, relationships, vocation) are essential for a person to experience their optimum overall wellness in mind, body and spirit.

Healthcare Guided by Faith

As a Christian ministry, we cannot provide care that conflicts with our religious beliefs. That means we will never prescribe abortifacients, assisted suicide drugs, or other forms of medical services that are not life-affirming. Likewise, we cannot participate in or facilitate any attempts to physically change or alter a patient's predominant biological sex, such as puberty suppression, cross-sex hormones, or sex-reassignment surgery. Furthermore, we cannot use pronouns or other forms of reference that do not accord with a person's biological sex. At the same time, we recognize in humility that all have sinned and fall short of the glory of God and should seek redemption through confession, repentance, and faith in Jesus Christ, and we welcome without judgment all who would seek care from us.

Access to Health Care

As a non-profit Christian ministry, we make every effort to ensure that members have access to high-quality wellness services by controlling costs, minimizing administrative overhead and exercising good stewardship of medical resources. Our MemberCare Assistance Program is designed to help low-income individuals and families sustain their CHC membership to ensure uninterrupted and unencumbered

access to our services. Ten percent of gross revenue is dedicated to our MemberCare Assistance Program.

Best Practices – Best Research - Innovative

CHC is an integrated collaborative community of Christian wellness providers. We employ or refer to physicians, chiropractors, dentists, optometrists, physical therapists, nutritionists, counselors, fitness coaches and other allied wellness professionals to ensure members have access to state-of-the-art resources. We are committed to integrating into our wellness services the best practices and standards of care available, whether from scientific research, clinical practice, professional experience, biblical teaching or other sources of knowledge. We use the best diagnostic and treatment protocols available, and our practitioners are committed to continuing their professional development through continuing medical education, conferences, professional journals and online resources.

Communication with Members

We strive to engage in open and honest communication with our members. We will protect their personal and medical information in accord with all relevant laws and biblical ethics. We will not disclose personal or confidential medical information to any third party unless authorized by the member, under subpoena or search warrant.

Transparency and Accountability

As a Christian ministry, we strive to be transparent with members. Financial information will be provided on our website or upon demand. We engage independent certified public accountants to audit our finances and produce an annual report to members and the federal government. The Board of Directors approves compensation and ensures that funds are used exclusively to further the vision, mission, and values of the ministry.