

Sereno Medicine, PLLC

Membership Agreement

Version 6.1

This Membership Agreement (“Agreement”) is entered into between Sereno Medicine, PLLC, a Texas professional limited liability company (formerly Samaritans of Texas, PLLC) (“Practice”), and the individual identified on the signature page below (“Member”), collectively referred to as the “Parties.”

By signing this Agreement and completing the enrollment process, Member agrees that the following terms and conditions shall apply with respect to all healthcare services (“Services”) provided by the Practice, its physician Dr. Kendrick Lopez, or any affiliated medical practitioners. This Agreement constitutes a legal and binding instrument with the same effect as a document originally signed by both Parties.

By signing below and choosing Dr. Kendrick Lopez as your personal physician, you consent to pay your membership fees and to abide by the terms of this Agreement and its attached Schedules. In exchange, the Practice will provide you with Services as described in Schedule A (Concierge Services) and, for non-Medicare Members, Schedule B (Clinical Services). As necessary, the Practice may periodically revise the Schedules, but in that event, Member will receive advance written notice.

SECTION 1: NATURE OF SERVICES

A. Direct Primary Care Practice

Sereno Medicine, PLLC is a direct primary care concierge internal medicine practice. This Agreement establishes a direct relationship between the Member and the Practice for the provision of concierge access services and, depending on Member’s insurance status, primary care clinical services as described in Schedules A and B. The Practice operates as an independent contractor providing Services pursuant to this Agreement. Member’s status does not constitute an investor or ownership interest in the Practice.

B. This Agreement Is Not Health Insurance

THIS AGREEMENT IS NOT A HEALTH INSURANCE POLICY. It does not replace the need for health insurance. **The Practice does not provide or guarantee coverage for emergency services, hospitalization, surgical care, specialist consultations, advanced diagnostic imaging, pharmaceutical costs, or any services not expressly described in the attached Schedules.** Member is strongly encouraged to maintain health insurance coverage for services not included in this Agreement.

This Membership is not subject to the guidelines, restrictions, or policies established by health insurance companies, health maintenance organizations, hospital service organizations, or Medicaid. Member acknowledges and agrees that the Practice will not fulfill an insurance company’s or HMO’s requirement for an in-network primary care physician.

If Member opts to pay Membership Fees with a health savings account (HSA), medical savings account (MSA), or flexible benefit account (FBA), Member acknowledges sole responsibility for determining whether the fee qualifies under those accounts. The Practice makes no representations regarding the tax implications of membership. Member is encouraged to consult a qualified tax professional.

C. No Guarantee of Outcome

The Practice will provide Services in accordance with the applicable standard of care for internal medicine as practiced in the state of Texas. No specific medical outcome is guaranteed. Member acknowledges that the practice of medicine involves inherent risks and uncertainties. Member is solely responsible for the

results attained from services received.

SECTION 2: MEMBERSHIP STRUCTURE AND FEES

A. Membership Tiers

The Practice offers the following membership categories:

Tier	Monthly Rate	Description
Membership	\$125/month minimum	Standard membership. Members are invited to contribute above the minimum. All contributions above \$125/month fund the Sereno Sponsors Program (see Section 2(E)).
Family Add-On	\$50/month per child	Available for biological or adopted children under the age of 26 of any current full-rate Member. At least one household member must be enrolled at the full membership rate. Children transition to the standard rate upon reaching age 26.
Sponsored	Below floor (variable)	Reserved for Members experiencing hardship. The Practice reserves up to 15% of its active panel for sponsored memberships, with a stated goal of 20%. Eligibility is determined by the Practice's administrative staff through direct conversation with the Member. No income documentation is required.

The Practice reserves the right to decline to enroll any prospective Member for any non-discriminatory reason.

B. What the Membership Fee Covers

The Membership Fee pays exclusively for the concierge access and enhanced services described in Schedule A. For Members not enrolled in Medicare, the Membership Fee also covers the clinical services described in Schedule B. For Members enrolled in Medicare Part B, the Membership Fee does NOT cover Medicare-billable clinical services; those services are billed directly to Medicare as described in Section 5. The Membership Fee does not duplicate, replace, subsidize, or apply toward any Medicare-covered benefit, any Medicare deductible, copayment, or coinsurance, or any commercial insurance plan deductible.

C. Payment Terms and Autopay Authorization

All Membership Fees are due on a monthly basis via mandatory automatic payment ("Autopay"). By signing this Agreement, Member authorizes the Practice, and its designated payment processor (currently Hint Health), to keep credit card, debit card, or banking information on file and to charge the designated payment method on a recurring monthly basis on or about the same calendar date each month, without requiring separate authorization for each charge.

Membership Fees are payable through Hint Health, which provides an automated online payment system accessible at www.serenomedicine.com. Additional information is available at www.hint.com or 415-854-6366. Please notify the Practice if you cannot make payment via this method.

D. Spousal and Family Pricing

Spouses and domestic partners of current Members must enroll at the full membership rate (\$125/month minimum). The \$50/month family add-on rate applies exclusively to biological or adopted children under the age of 26 of any current full-rate Member. Children are not required to reside in the same household. There is no maximum number of children per household at the add-on rate. At least one household member must be at the full rate for family add-on pricing to apply.

E. Sereno Sponsors Program

The Practice maintains the Sereno Sponsors Program for Members experiencing hardship. The Sereno Sponsors Program is funded entirely by Members who contribute above the \$125/month minimum. Members contributing above the floor are recognized as Sereno Sponsors. There is no foundation, grant, or outside funding; the program is sustained exclusively by patient contributions.

Sponsored membership eligibility is determined by the Practice's administrative staff through a direct, good-faith conversation with the Member. The Practice does not require income verification, tax returns, pay stubs, or other financial documentation as a condition of sponsored membership. Decisions are based on the Member's honest description of their circumstances and on the availability of program capacity. Staff may ask clarifying questions to understand the Member's situation but will not request supporting documentation.

The physician does not participate in sponsored membership eligibility determinations and does not have access to information regarding which Members hold sponsored membership status. All Members receive the same standard of clinical care regardless of membership tier. Sponsored memberships are reviewed annually through a renewal conversation. A Member's transition from sponsored to standard membership is voluntary and without pressure or expectation. The Practice maintains a waitlist when sponsored membership slots are full and notifies patients when slots become available.

F. Contribution Adjustments

Member may increase their contribution at any time by providing written notice to the Practice. Contribution decreases below \$125/month are not permitted except through the Sereno Sponsors Program. Every dollar contributed above the \$125/month minimum directly funds the Practice's Sereno Sponsors Program.

G. Failed Payments

If a scheduled Autopay payment fails, the Practice will attempt to process the payment up to two (2) additional times within fourteen (14) calendar days. If payment cannot be collected after three (3) attempts, the Practice will notify Member in writing. If the outstanding balance is not resolved within thirty (30) days of the original failed payment date, the Practice may terminate this Agreement in accordance with Section 6.

The Practice reserves the right to cancel or not schedule appointments for any Member whose Membership Fees are more than 120 days past due.

H. Rate Changes

The Practice reserves the right to adjust membership rates with no less than ninety (90) days' written notice. Rate changes will take effect at Member's next billing cycle following the notice period. Member may cancel this Agreement at any time following notice of a rate change, subject to the cancellation provisions in Section 6.

SECTION 3: SERVICES INCLUDED

The Practice provides two categories of services. Schedule A (Concierge Services) is covered by the Membership Fee for all Members. Schedule B (Clinical Services) is covered by the Membership Fee only

for non-Medicare Members. For Medicare Members, the clinical services in Schedule B are billed to Medicare, not covered by the Membership Fee.

SCHEDULE A: CONCIERGE ACCESS SERVICES

Covered by Membership Fee for All Members

The following non-clinical, enhanced access and convenience services are included in the Membership Fee for all Members, including those enrolled in Medicare. These services are not billable to Medicare or any insurer and represent the concierge value of membership:

- Guaranteed same-day or next-business-day appointment availability, subject to physician schedule and clinical urgency
- Extended appointment times beyond standard visit durations
- Direct physician communication via secure, HIPAA-compliant messaging, phone, and email during business hours
- 24/7 physician availability for urgent clinical questions (at least 95% of the calendar year; a qualified covering physician will be available during planned absences)
- After-hours access to physician or covering provider for non-emergency clinical concerns
- Virtual check-in visits via phone or video for non-billable consultations, when clinically appropriate
- Comprehensive preventive health counseling and lifestyle risk assessment beyond what is covered by Medicare or insurance
- Nutritional counseling beyond Medicare-covered Medical Nutrition Therapy
- Priority scheduling with minimal wait times
- Reduced or eliminated wait times for in-office visits
- Personalized health planning and ongoing wellness strategy

These services reflect the access, convenience, and physician relationship that distinguish concierge membership from standard primary care. They are separate from and do not overlap with any clinical service that is billable to Medicare or any third-party payer.

SCHEDULE B: CLINICAL SERVICES

The following clinical services are provided by the Practice:

- Comprehensive primary care internal medicine office visits
- Annual comprehensive wellness examinations
- School, work, and sports participation physicals
- Chronic disease management and ongoing clinical care
- Acute care for non-emergency illness and injury (sick visits)
- Basic in-office procedures within the scope of internal medicine, including large joint injections
- Medication management and prescription services
- Review and interpretation of laboratory results and diagnostic reports
- Chronic Care Management services
- Transitional Care Management following hospital discharge
- Care coordination with specialists, hospitals, and other providers
- Home visits when clinically indicated
- Participation in and monitoring of hospital care, including post-discharge planning

IMPORTANT: HOW SCHEDULE B SERVICES ARE PAID DEPENDS ON MEMBER'S INSURANCE STATUS:

Member Type	How Schedule B Clinical Services Are Paid
Non-Medicare Members	Schedule B clinical services are INCLUDED in the Membership Fee at no additional cost. The Practice does not bill any commercial insurer. Member may independently submit claims to their insurer; the Practice will provide documentation upon request.
Medicare Part B Members	Schedule B clinical services are NOT included in the Membership Fee. These services are billed directly to Medicare. Member is responsible for any applicable Medicare deductibles, copayments, and coinsurance. The Membership Fee covers only the Schedule A concierge access services.

Dr. Kendrick Lopez (or a covering physician with similar qualifications) will be on call and available 24 hours per day, at least 95% of the calendar year. Member understands that Dr. Lopez requires periodic time away from duties for rest and vacation. During such periods, a qualified covering physician will be available.

The scope of services in Schedules A and B may be modified by the Practice from time to time. Any material changes will be communicated to Members in writing with no less than thirty (30) days' notice.

SECTION 4: SERVICES NOT INCLUDED

The following services are NOT included in this Agreement under either Schedule and may result in additional charges from third-party providers. If you require healthcare services, procedures, or products outside of those specified in Schedules A and B, you will be solely responsible for the cost:

- Emergency room visits, urgent care center visits, and hospital admissions
- Surgical procedures, whether inpatient or outpatient
- Specialist consultations and specialty care
- Advanced diagnostic imaging (CT, MRI, PET, nuclear medicine)
- Laboratory testing (may be ordered at discounted rates through Practice-negotiated agreements but billed separately)
- Prescription medications and pharmaceutical costs
- Durable medical equipment
- Mental health and behavioral health services beyond the scope of primary care
- Physical therapy, occupational therapy, and rehabilitation services
- Dental, vision, and audiology services
- Workers' compensation evaluations and disability determinations
- Services provided outside the scope of internal medicine
- Services or care given at any other facility

The Practice may assist Member in obtaining the above services through referrals and care coordination, but the Practice does not guarantee the cost, availability, or outcome of services provided by third parties.

SECTION 5: MEDICARE AND INSURANCE

A. Medicare Members — Critical Provisions

For Members enrolled in Medicare Part B, the following provisions apply and are material to this Agreement:

- The Membership Fee covers ONLY the concierge access services described in Schedule A. These services are not covered by Medicare and are not billable to Medicare.
- Clinical services described in Schedule B (office visits, wellness exams, chronic disease management, and other Medicare-covered services) are billed directly to Medicare by the Practice. The Membership Fee does not cover these clinical services for Medicare Members.
- No portion of the Membership Fee is applied toward, credited against, or used to reduce any Medicare deductible, copayment, or coinsurance.
- No portion of the Membership Fee shall be considered payment for medical services covered by Medicare. Member bears sole financial responsibility for the Membership Fee, which is paid exclusively for non-Medicare-covered concierge access services.
- Member remains responsible for all applicable Medicare cost-sharing obligations (deductibles, copayments, coinsurance) for Schedule B clinical services billed to Medicare.
- The Practice will submit claims to Medicare for covered clinical services in accordance with applicable Medicare billing regulations.
- Member acknowledges that the Membership Fee may not be reimbursable through Medicare or any Medicare supplemental plan.

The Practice structures the Membership Fee and the separation of Schedule A and Schedule B services in compliance with applicable Centers for Medicare & Medicaid Services (CMS) guidance, the Anti-Kickback Statute (42 U.S.C. § 1320a-7b), and the Physician Self-Referral Law (Stark Law, 42 U.S.C. § 1395nn). Member's attorney or the Practice's compliance counsel should be consulted for any questions regarding this structure.

B. Commercial Insurance

The Practice does not participate in any commercial insurance networks and does not accept commercial insurance as payment for services rendered under this Agreement. The Practice will not submit medical claims to commercial insurance on Member's behalf and cannot assist with claim resolution. Member may submit claims independently; the Practice will provide documentation reasonably requested to facilitate such submission but makes no representation regarding the likelihood of reimbursement.

Member acknowledges and agrees that the Practice will not fulfill an insurance company's or HMO's requirement for an in-network primary care physician.

C. Coordination of Benefits

This Agreement does not replace, supplement, or coordinate with any health insurance plan. Member is solely responsible for understanding the terms of their own health insurance coverage and for maintaining adequate insurance for services not covered by this Agreement. Membership Fees do not apply toward any health insurance plan deductible.

SECTION 6: TERM, CANCELLATION, AND TERMINATION

A. Term

This Agreement is effective as of the date signed by both Parties. The initial term is six (6) months, beginning on the date of Member's first Membership Fee payment ("Initial Period"). Following the Initial Period, the Agreement shall continue on a month-to-month basis unless either Party cancels in

accordance with this Section.

B. Cancellation by Member

Member may cancel this Agreement at any time after the initial six (6) month period by providing written notice to the Practice. Upon cancellation, Member's membership will remain active for thirty (30) days from the date notice is received ("Grace Period"). No Membership Fees will be charged after the Grace Period. Member will continue to have access to Services during the Grace Period.

C. Termination by Practice

The Practice may terminate this Agreement under the following circumstances:

- Non-payment of Membership Fees as described in Section 2(G)
- Member conduct that is threatening, abusive, or disruptive to the Practice, its staff, or other patients
- Member's repeated failure to comply with recommended treatment plans, to the extent that the physician-patient relationship is no longer therapeutically effective
- Member's material misrepresentation of information provided to the Practice in connection with membership, enrollment, or eligibility for any membership program
- Circumstances in which, in the reasonable clinical judgment of the physician, the physician-patient relationship has broken down to the point that the Practice can no longer effectively provide care
- Member's repeated requests for medications, procedures, or treatments that the physician determines, in good faith, are not medically indicated or are outside the applicable standard of care
- Member's relocation to an area, or change in circumstances, that makes it impractical for the Practice to continue providing the Services contemplated by this Agreement

In the event of termination by the Practice, the Practice will provide Member with no less than thirty (30) days' written notice, except in cases involving threatening or abusive conduct, in which case termination may be immediate.

D. Transition Assistance

Upon termination or cancellation by either Party, the Practice will provide at no additional charge: written referral letters to alternative healthcare providers, prompt transfer of Member's medical records upon receipt of a valid written authorization, and continued access to Services during the thirty (30) day Grace Period.

E. Refund Policy

Upon termination by either Party, any pre-paid Membership Fees will be refunded on a prorated basis to the day of termination. Refunds will be issued to Member within thirty (30) days of the termination date.

SECTION 7: TELEMEDICINE AND ELECTRONIC COMMUNICATION

A. Telemedicine Services

Member acknowledges that telemedicine is an integral part of the Practice's Services. The Practice may provide consultations, follow-up visits, and clinical advice via phone call, video conference, or secure messaging when clinically appropriate as determined by the physician.

B. HIPAA-Compliant Communication

The Practice communicates with Members through HIPAA-compliant secure messaging platforms. By signing this Agreement, Member authorizes the Practice to communicate regarding personal health

information (“PHI” as defined in the Health Insurance Portability and Accountability Act of 1996) via the following methods:

- HIPAA-compliant text messaging through the Practice’s designated secure platform (administrative messages such as appointment reminders may be sent via standard SMS; clinical information will only be transmitted through encrypted, secure channels)
- Secure email through the Practice’s designated platform
- Telephone calls to the number on file
- Video conference through the Practice’s designated telehealth platform

Member may opt out of electronic communications at any time by providing written notice. Member acknowledges that opting out may limit the timeliness and convenience of communication.

C. Acknowledgment of Electronic Communication Risks

Member acknowledges and agrees that:

- Although the Practice uses HIPAA-compliant platforms and will make reasonable efforts to keep electronic communications confidential and secure, no electronic communication method is entirely free of risk
- At the discretion of the Practice, electronic communications may be made a part of Member’s medical record
- Member will not use electronic communication for urgent medical problems, time-sensitive emergencies, or situations requiring immediate medical attention
- The Practice will not be liable for any loss, damage, cost, injury, or expense caused by or resulting from technical failures, delays in electronic communication, or any interception of electronic communication by a third party

D. After-Hours Communication

Secure messaging access is available during regular business hours. After-hours communications are monitored on a best-effort basis. The physician is available 24/7 for urgent clinical matters at least 95% of the calendar year. For medical emergencies, Member should call 911 or proceed to the nearest emergency department.

SECTION 8: MEDICAL EMERGENCIES

IN THE EVENT OF AN EMERGENCY OR CIRCUMSTANCES REQUIRING URGENT CARE, MEMBER SHOULD IMMEDIATELY CALL 911 OR PROCEED TO THE NEAREST EMERGENCY ROOM OR URGENT CARE CENTER AND FOLLOW THE DIRECTIONS OF EMERGENCY PERSONNEL.

This Agreement does not cover emergency medical services. The Practice will make reasonable efforts to coordinate with emergency and hospital providers following an emergency event but cannot guarantee involvement in Member’s emergency care.

SECTION 9: PRIVACY AND MEDICAL RECORDS

The Practice is committed to protecting the privacy and security of Member’s protected health information in compliance with HIPAA and applicable Texas state law. The Practice’s Notice of Privacy Practices is provided separately and is incorporated herein by reference.

Member authorizes the Practice to maintain medical records in electronic format and to transmit records to other healthcare providers as necessary for Member’s care or as authorized by Member in writing. Medical

records will be provided to Member or a designated recipient upon receipt of a valid written authorization, in accordance with applicable law.

SECTION 10: LIMITATION OF LIABILITY

The Practice will provide Services in accordance with the applicable standard of care for internal medicine as practiced in the state of Texas. The Practice shall not be liable for adverse outcomes resulting from: Member's failure to follow medical advice or recommended treatment plans; Member's failure to provide accurate and complete health information; services provided by third-party providers, specialists, hospitals, or laboratories to whom Member is referred; delays or failures in electronic communication systems; or circumstances beyond the Practice's reasonable control.

Nothing in this Section limits the Practice's liability for acts of negligence or malpractice as defined under Texas law.

SECTION 11: NON-TRANSFERABILITY

This Agreement and the Services offered are personal to the Member and are not transferable to any other party.

SECTION 12: DISPUTE RESOLUTION

If any disagreement arises regarding the interpretation or performance of this Agreement, both Member and the Practice agree to first attempt to resolve the dispute through good-faith negotiation. If the dispute cannot be resolved informally, the Parties agree to submit the dispute to binding arbitration administered by a mutually agreed-upon arbitration service in Bexar County, Texas. Both Parties agree to be bound by the decision of the arbitrator. The costs of arbitration shall be shared equally unless the arbitrator determines otherwise.

SECTION 13: GENERAL PROVISIONS

A. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The state and federal courts located in Bexar County, Texas shall have exclusive jurisdiction of all suits and proceedings arising out of or in connection with this Agreement.

B. Severability

If any provision of this Agreement is found to be void or unenforceable, the remaining provisions shall remain binding. The court finding any provision unenforceable is asked to interpret the remainder of the Agreement to further the reasonable expectations of the Parties.

C. Notices

Any notices under this Agreement shall be in writing and delivered by hand, nationally recognized messenger service, first-class mail, or electronic communication to the address or email on file. Notice shall be effective when received, which shall be no later than three (3) business days after being sent.

D. Waiver

The waiver by either Party of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach.

E. Amendments

The Practice may periodically revise the Schedules attached to this Agreement with advance written notice. This Agreement may not otherwise be amended except by written agreement signed by both Parties.

F. Entire Agreement

This Agreement, together with its Schedules and the Notice of Privacy Practices, represents the entire agreement between the Parties and supersedes all prior agreements, representations, and understandings.

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MEMBER ACKNOWLEDGMENT AND SIGNATURE

By signing below, I acknowledge that I have read, understand, and agree to the terms and conditions of this Membership Agreement. I understand that:

- This Agreement is not health insurance and does not replace the need for health insurance.
- My Membership Fee covers the concierge access services in Schedule A.
- If I am NOT enrolled in Medicare, my Membership Fee also covers the clinical services in Schedule B.
- If I AM enrolled in Medicare Part B, clinical services in Schedule B will be billed to Medicare, and I am responsible for applicable Medicare cost-sharing. No portion of my Membership Fee applies toward Medicare-covered services.
- I authorize the Practice and its payment processor to charge my designated payment method for recurring Membership Fees.

Member Printed Name

Member Signature

Date: _____