

PATIENT AGREEMENT
Crossroad Health DPC, LLC

This is an Agreement between Crossroad Health DPC, LLC, a Mississippi professional corporation, located at 210 Goodman Rd East, Southaven, MS 38671 (Crossroad Health DPC), Richard A Kelly, MD, (Physicians) in his capacity as an agent of Crossroad Health DPC, and you, (Patient).

Background

The Physician, who specializes in family medicine, delivers care on behalf of Crossroad Health DPC, at the address set forth above. In exchange for certain fees paid by You, Crossroad Health DPC, through its Physician, agrees to provide the Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

Definitions

Patient. A patient is defined as those persons for whom the Physician shall provide Services, and who are signatories to, or listed on the documents attached as Appendix 1, and incorporated by reference, to this agreement

Services. As used in this Agreement, the term Services shall mean a package of services, both medical and non-Medical, and certain amenities (collectively "Services"), which are offered by Crossroad Health DPC, and set forth in Appendix 1.

Terms. This agreement shall commence on the date signed by the parties below and shall continue for a period of one month, automatically renewed.

Fees. In exchange for the services described herein, Patient agrees to pay Crossroad Health DPC, the amount as set forth in Appendix 1, attached. This fee is payable upon execution of this agreement and is in payment for the services provided to the Patient during the term of this Agreement. If this Agreement is canceled by either party before the agreed termination date, then Crossroad Health DPC shall refund the Patient's prorated share of the original payment, remaining after deducting individual charges for services rendered to the Patient up to cancellation.

Non-Participation in Insurance. The Patient acknowledges that neither Crossroad Health DPC nor the Physician participate in any health insurance or HMO plans or panels and has opted out of Medicare. Neither of the above 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 eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then Patient will sign the agreement attached as Appendix 2, and incorporated by reference. This agreement acknowledges your understanding that the Physician has opted out of Medicare, and as a result, Medicare cannot be billed for any services performed for you by the

Physician. You agree not to bill Medicare or attempt Medicare reimbursement for any such services. Patient shall renew and sign the agreement in Appendix 2 biannually.

Insurance or Other Medical Coverage. The Patient acknowledges and understands 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). It will not cover hospital services, or any services not personally provided by Crossroad Health DPC, or its Physicians. The Patient acknowledges that Crossroad Health DPC has advised that patients obtain or keep in full force such health insurance policy(ies) or plans that will cover Patients for general healthcare costs. The 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 the Patient may carry.

Term; Termination. This Agreement will commence on the date first written above and will extend monthly thereafter. Notwithstanding the above, both Patient and Crossroad Health DPC shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination, upon giving 30 days prior written notice to the other party. 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 end of the contract month.

Communications. You acknowledge that communications with the Physician using e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communication. As such, You expressly waive the Physician's obligation to guarantee confidentiality with respect to correspondence using such means of communication. You acknowledge that all such communications may become a part of your medical records. By providing Patient's email address on the attached Appendix 1, Patient authorizes the Crossroad Health DPC, and its Physicians to communicate with Patient by email 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 email address in Exhibit 1, 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 and the Physician will make all reasonable efforts to keep e-mail communications confidential and secure, neither Crossroad Health DPC nor the Physician can assure or guarantee the absolute confidentiality of email communications;

(c) In the discretion of the Physician, e-mail communications may be made a part of the Patient's permanent medical record; and,

(d) The Patient understands and agrees that Email is not an appropriate means of communication regarding an 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, the Member shall call 911 or the nearest Emergency room, and follow the directions of emergency personnel.

If the Patient does not receive a response to an e-mail message within one day, the Patient agrees to use another means of communication to contact the Physician. Neither Crossroad Health DPC, nor the Physician will be liable to Patient for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Patient as a result 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, (iii) failure of the Practice's computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of email communications by a third party; or (v) your failure to comply with the guidelines regarding the use of e-mail communications set forth in this paragraph.

Change of Law. If there is a change of any law, regulation or rule, federal, state or local, which affects the Agreement including these Terms & Conditions, which are incorporated by reference in 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 including these Terms & Conditions. If the parties are unable to reach an agreement concerning the modification of the Agreement within forty-five days after the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.

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.

Reimbursement for services rendered. If this Agreement is held to be invalid for any reason, and if Crossroad Health DPC is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay Crossroad Health DPC an amount equal to the reasonable value of the Services actually rendered to Patient during the period of time for which the refunded fees were paid.

Amendment. No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, the Physician may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation (“Applicable Law”) by sending You 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 Crossroad Health DPC, except that the Patient shall initial any such change at Crossroad Health DPC’ 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.

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

Relationship of Parties. The Patient and the Physician intend and agree that the Physician, in performing his 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 Physician shall have exclusive control of his work and the manner in which it is performed.

Legal Significance. Patient acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. The Patient 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.

Miscellaneous. 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.

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.

Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Mississippi and All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Crossroad Health DPC’s address in Southaven, Mississippi.

SERVICE. All written notices are deemed served if sent to the address of the party written above or appearing in Exhibit A by first class U.S. mail.

Signing. Agreeing to the document by checking the appropriate box and completing the application is deemed an electronic signature and is the same as an actual written signature.

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

Crossroad Health DPC

A handwritten signature in black ink, appearing to read "Richard A Kelly, M.D.", is centered within a light gray rectangular box.

Richard A Kelly, M.D.

CEO of Crossroad Health DPC, LLC

Appendix 1

Services and Payment Terms

1. Medical Services. As used in this Agreement, the term Medical Services shall mean those medical services that the Physician, himself is permitted to perform under the laws of the State of Mississippi and that are consistent with his training and experience as a family medicine physician, as the case may be. The Patient shall also be entitled to an annual in-depth “wellness examination and evaluation,” which shall be performed by the Physician, and include the following:

- Health Risk Assessment
- Vision and Hearing Screening
- Pulmonary Function Testing
- EKG
- Comprehensive Lab Screening*
- Psychosocial Screening
- Custom Wellness Plan to Include Exercise and Dietary Plan
- *Some restrictions apply

The Physician may from time to time, due to vacations, sick days, and other similar situations, not be available to provide the services referred to above in paragraph 1. During such times, the Patient’s calls to the Physician, or to the Physician’s office, will be directed to a physician who is “covering” for the Physician during his absence. Crossroad Health DPC will make every effort to arrange for coverage but can not guarantee such coverage.

2. Non-Medical, Personalized Services. Crossroad Health DPC shall also provide Patient with the following non- medical services (“**Non-Medical Services**”):

(a) **24/7 Access.** The Patient shall have access to the Physician via instant messaging and video chat. The Patient shall also have direct telephone and pager access to the Physician on a twenty-four-hour per day, seven days per week basis. The Patient shall be given a phone or pager number where the patient may reach the Physician directly around the clock. During the Physician’s absence for vacations, continuing medical education, illness, emergencies, or days off, Crossroad Health DPC will provide the services of an appropriately licensed healthcare provider for assistance in obtaining medical services. The Patient shall be given instructions as to how to contact such healthcare provider. Such a provider shall be available to the Patient to the same extent as would the Physician, however, the provider shall be contacted through an answering service rather than through a direct phone line.

(b) **E-Mail Access.** The Patient shall be given the Physician’s e-mail address to which non-urgent communications can be addressed. Such communications shall be dealt with by the Physician or staff member of the Practice in a timely manner. The Patient understands and agrees that email and the internet should never be used to access medical

care in the event of an emergency, or any situation that the Patient could reasonably expect may develop into an emergency. The Patient agrees that in such situations when a Patient cannot speak to a Physician immediately in person or by telephone, that 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 assure that the Patient is seen by the Physician immediately upon arriving for a scheduled office visit or after only a minimal wait. If the Physician foresees a minimal wait time, the Patient shall be contacted and advised of the projected wait time.

(d) **Same Day/Next Day Appointments.** When Patient calls or e-mails the Physician prior to noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule an appointment with the Physician on the same day. If the patient calls or emails the Physician afternoon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule the Patient's appointment with the Physician on the following normal office day. In any event, however, Crossroad Health DPC shall make every reasonable effort to schedule an appointment for the Patient on the same day that the request is made.

(e) **Home or Office Visits.** The Patient may request that the Physician see the Patient in the Patient's home or office, and in situations where the Physician considers such a visit reasonably necessary and appropriate, he will make every reasonable effort to comply with the Patient's request.

(f) **Visitors.** Family members* temporarily visiting a Patient from out of town may, for a two- week period, take advantage of the services described in subparagraphs (a), (c), and (d) of this paragraph. Medical services rendered to the Patient's visitors shall be charged on a fee-for-service basis.

***Family members who are Medicare beneficiaries must be covered by a Medicare opt-out and waiver agreement in order to be treated by a Crossroad Health DPC Physician.**

(g) **Specialists.** Crossroad Health DPC Physician shall coordinate with medical specialists to whom the Patient is referred to assist the Patient in obtaining specialty care. The Patient understands that fees paid under this Agreement do not include and do not cover specialist's fees or fees due to any medical professional other than the Crossroad Health DPC Physician.

Amendment 2
Medicare Agreement

This agreement is between Richard A Kelly, MD ("Physician"), whose principal place of business is 210 Goodman Rd East, Southaven, Mississippi, and _____ ("Beneficiary"), who resides at _____ and is a Medicare Part B beneficiary seeking services covered under Medicare Part B.

- (a) Physician has informed Beneficiary that Physician has opted out of the Medicare program effective on _____ (date signed) for a period of at least two years.
- (b) Physician is not excluded from participating in Medicare Part B under Sections 1128, 1156, or 1892 or any other section of the Social Security Act.
- (c) Beneficiary or his or her legal representative accepts full responsibility for payment of Physician's charge for all services furnished by Physician, including applicable taxes on such services.
- (d) Beneficiary or his or her legal representative understands that Medicare limits do not apply to what Physician may charge for items or services furnished by Physician.
- (e) Beneficiary or his or her legal representative agrees not to submit a claim to Medicare or to ask Physician to submit a claim to Medicare.
- (f) Beneficiary or his or her legal representative understands that Medicare payment will not be made for any items or services furnished by Physician that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.
- (g) Beneficiary or his or her legal representative enters into this 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 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.
- (h) The effective date of Physician's opt-out of Medicare is May 1, 2020, and the opt-out period is anticipated to be indefinite.
- (i) 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.
- (j) This contract was not entered into by Beneficiary or by Beneficiary's legal representative during a time when Beneficiary requires emergency care services or urgent care services.
- (k) Physician has made available a copy of this Contract to Beneficiary or to his or her legal representative before items or services were furnished to Beneficiary under the terms of this contract.

I have read and agreed to all provisions of the above Contract.