

HARRIS HEALTH AND WELLNESS

NOTICE: THIS MEDICAL RETAINER AGREEMENT DOES NOT CONSTITUTE INSURANCE, IS NOT A MEDICAL PLAN THAT PROVIDES HEALTH INSURANCE COVERAGE FOR PURPOSES OF THE FEDERAL PATIENT PROTECTION AND AFFORDABLE CARE ACT AND COVERS ONLY LIMITED, ROUTINE HEALTH CARE SERVICES AS DESIGNATED IN THIS AGREEMENT.

INITIAL HERE _____

Patient Agreement

This Patient Agreement (Agreement) is between Harris Health And Wellness, LLC (the Practice, Us or We), and _____ (the Patient, Member or You).

Background

The Practice, located at 901 Kentucky Street Suite 108 Lawrence, Kansas 66044, provides ongoing medical care to its Patient/members in a direct primary care (DPC), membership model. In exchange for certain periodic fees, the Practice agrees to provide the Patient with the services identified in this Agreement under the terms and conditions described within.

Definitions

- 1. Services.** In this Agreement, "Services" means the collection of services, medical and non-medical, described in Appendix A (attached and incorporated by reference), and which the Practice agrees to provide to the Patient under the terms and conditions of this Agreement.
- 2. Patient.** In this Agreement, ("Patient," "Member," "You," or "Yours") means the person/s for whom the Practice shall provide care, who have signed this Agreement, and/or whose name/s appear in appendix B (attached and incorporated by reference).

Agreement

- 3. Term.** The term of this Agreement shall be one year, starting the date on which it is fully executed by the parties. No physician-patient relationship shall be formed or anticipated until the Agreement is fully executed by the parties.
- 4. Termination.** The Agreement can be terminated at any time by either party with thirty days written notice.

- 5. Renewal.** For the convenience of the parties, this Agreement will automatically renew each year on the anniversary date of the Agreement unless either party terminates the Agreement by giving 30 days' written notice of intent to terminate.
- 6. Payments – Amounts and Methods.** In exchange for the Services described in Appendix A, the Member agrees to a monthly payment (or Membership Fee) in the amount described in Appendix C (attached and incorporated by reference):
- A. Upon Execution of this Agreement, the Member shall pay a one-time, nonrefundable enrollment fee as well as the monthly Membership Fee, prorated to the first of the month, both in the amounts described in Appendix C.
 - B. The full monthly Membership Fee shall be due on the first day of each month thereafter for the remainder of the term of the Agreement.
 - C. The required method of payment shall be through automatic bank draft or electronic payment through an authorized debit or credit card.
- 7. Early Termination.** If You cancel this Agreement before its term ends, We will review Your account and refund any unused portion of your membership fees within thirty days. Refunds shall be made on a per-diem basis.
- 8. Non-Participation in Insurance.** The Practice does not participate in any health plans, HMOs, or other third-party payors, whether private or government sponsored, and both the Practice and the Patient are prohibited by law from submitting charges or seeking reimbursement from any third-party payor for services that are included in the Membership Fee under this Agreement.
- 9. Scope of Services.** The Services included in this Agreement are limited to those identified in Appendix A. If a Service does not specifically appear in Appendix A, it is specifically excluded. The Patient understands that this Agreement does not cover hospital care, surgical care, or any other service not specifically provided by the Practice and identified in Appendix A. The Practice has advised the Patient to maintain a health insurance policy that will cover healthcare services which are not included in this Agreement.

- 10. Medicare.** The Patient understands that the Practice has opted out of Medicare and therefore both the Patient and Practice are prohibited by law from seeking reimbursement from Medicare for any Services provided to the Patient and included under this Agreement. Accordingly, the Patient agrees not to submit charges or seek reimbursement from Medicare for such Services. Notwithstanding the above, charges for prescriptions, lab testing, and other services ordered for the Patient by the Practice staff — but provided by outside entities unaffiliated with the Practice— may be submitted to Medicare for payment consideration. If a Patient is or becomes eligible for Medicare during the term of this Agreement, the Patient shall immediately inform the Practice and sign the Medicare Private Contract which the Practice shall provide, as required by law.
- 11. Medicaid.** The Practice does not participate with Medicaid. Patients who are Medicaid beneficiaries understand that they are joining this Practice under private contract, and not as Medicaid beneficiaries. Accordingly, neither the Patient nor the Practice shall submit charges to, or seek reimbursement from, Medicaid for Services provided by the Practice under this Agreement. Further, the Patient understands that they are personally responsible to the Practice for monthly Membership fees and any miscellaneous charges related to Services that the Patient receives from the Practice.
- 12. This Agreement Is Not Health Insurance.** The Patient understands that this Agreement is not an insurance plan and does not satisfy any federal requirement to obtain health care coverage. The Practice has advised the Patient to maintain a health insurance policy that will cover healthcare services which are not included in this Agreement.
- 13. Electronic Communications.** The Practice endeavors to provide Patients with the convenience of a wide variety of electronic communication options and We take Our duty to protect patient privacy seriously. Notwithstanding the above, communication through patient portal, email, facsimile, texting, and other electronic means, can never be guaranteed to be 100% secure or confidential. Accordingly, the Patient understands that by agreeing to participate in electronic communication, they expressly waive any guarantee of absolute confidentiality with respect to its use. The Patient further understands that participation in any of the above means of communication is not a condition of membership in this Practice and that the Patient has the option to decline any particular method of communication.

14. Email and Text Usage. By providing an email address in Appendix B where requested, You authorize the Practice and its staff to communicate with You by email and/or patient portal regarding the Patient's "protected health information" (PHI).¹ Likewise, in providing a cell phone number where indicated in Appendix B and checking the "YES" box on the corresponding consent question, You agree to participate in text message communication containing PHI through the cell number that you provide. You further acknowledge that:

- A. Email, text messaging and other electronic means of communication are not necessarily secure methods of sending or receiving PHI, and there is always a possibility that a third party may gain access;
- B. Email and text messaging are not appropriate means of communication in an emergency, for dealing with time-sensitive issues, or for disclosing sensitive information. Under these circumstances, the Patient shall communicate with their physician in person or by phone. In an emergency or a situation that could reasonably be expected to develop into an emergency, the Patient understands and agrees that they shall call 911 or go to the nearest emergency room and follow the directions of emergency personnel.

15. Technical Failure. Neither the Practice nor its staff will be liable for any loss, injury, or expense arising from a delay in responding to the Patient when that delay is caused by technical failure. Examples of technical failures: (i) failures caused by an internet or cell phone service provider; (ii) power outages; (iii) failure of electronic messaging software or email provider; (iv) failure of the Practice's computers or computer network, or faulty telephone or cable data transmission; (v) any interception of email communications by a third party which is unauthorized by the Practice; or (vi) Patient's failure to comply with the guidelines for use of email or text messaging, as described in this Agreement.

16. Physician Absence. From time to time, due to circumstances such as medical education conferences, patient emergencies, physician illness, vacations, etc., Your physician may be temporarily unavailable. When the date/s of such absences are known in advance, the Practice shall notify Patients so that they may schedule non-urgent care accordingly. In the event of an unexpected physician absence, Patients with scheduled appointments shall be notified as soon as practicable, and

¹ As that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations.

appointments may be rescheduled at the Patient's convenience. If during a physician absence, the Patient should experience an acute medical issue requiring immediate attention, the Patient should proceed to urgent care, the ER or other suitable facility for care. Charges from urgent care facilities or any other outside provider are not included under this Agreement and are the Patient's responsibility. The Patient may submit such charges to their insurance (if any) for reimbursement consideration. The Patient is responsible for understanding their health plan's reimbursement policies as We cannot guarantee reimbursement.

- 17. No Surprise Act Notice.** You have the right to receive a “Good Faith Estimate” explaining how much your medical care will cost. Under the law, health care providers need to give patients who do not have insurance or who are not using insurance an estimate of the cost of medical items and services provided to them. You are entitled to receive an estimate of the total expected cost of any non-emergency items or services, including related costs like medical tests, prescription drugs, equipment, and hospital fees. If needed, You should ask your health care provider to give you a Good Faith Estimate in writing at least one business day before your scheduled medical service or item. You can also ask your provider for a Good Faith Estimate before you schedule an appointment or service. If you receive a bill that is at least \$400 more than your Good Faith Estimate, you can dispute the bill. Make sure to save a copy or picture of your Good Faith Estimate. For questions or more information about your right to a Good Faith Estimate, visit www.cms.gov/nosurprises.

- 18. Dispute Resolution.** Each party agrees not to make any inaccurate or untrue and disparaging statements, oral, written, or electronic, about the other. We strive to deliver only the best of personalized care to every Patient, but occasionally misunderstandings arise. We welcome sincere and open dialogue with our Members, especially if we fail to meet expectations, and We are committed to resolving all Patient concerns.

Therefore, if a Member is dissatisfied with, or has concerns about, any staff member, service, treatment, or experience arising from their membership in this Practice, the Member and the Practice agree to refrain from making, posting, or causing to be posted on the internet or any social media, any untrue, unconfirmed, inaccurate, disparaging comments about the other. Rather, the parties agree to engage in the following process:

A. Member shall first discuss any complaints, concerns, or issues with their physician;

B. The physician shall respond to each of the Member's issues and concerns;

C. If, after such response, the Member remains dissatisfied, the parties shall enter into discussion and attempt to reach a mutually acceptable solution.

- 19. Monthly Fee and Service Offering Adjustments.** In the event that the Practice finds it necessary to increase or adjust monthly fees or Service offerings before the termination of the Agreement, the Practice shall give 30 days' written notice of any adjustment. If the Patient does not consent to the modification, the Patient shall terminate the Agreement in writing prior to the next scheduled monthly payment.
- 20. Reimbursement for Services Rendered.** If this Agreement is held to be invalid for any reason, and the Practice is required to refund fees, the Patient agrees to pay the Practice an amount equal to the fair market value of the medical services the Patient received during the time period for which the refunded fees were paid. The parties agree that fair market value shall be the amount that the Practice would charge for the medical services in question, if they were provided on a fee-for-service basis. The Practice shall maintain a list of fee-for-service charges which is available to Patients on request.
- 21. Change of Law.** If there is a change of any relevant law, regulation, or rule, which affects the terms of this Agreement, the parties agree to amend it only to the extent that it will comply with the law.
- 22. Severability.** If any part of this Agreement is considered legally invalid or unenforceable by a court of competent jurisdiction, it shall be amended only to the extent necessary to be enforceable, and the remainder of the Agreement shall stay in force as originally written.
- 23. Amendment.** Except as provided within, no amendment of this Agreement shall be binding on a party unless it is in writing and signed by all the parties.
- 24. Assignment.** Neither this Agreement, nor any rights arising under it may be assigned or transferred without the Agreement of the Parties.

- 25. Legal Significance.** The Patient understands that this Agreement is a legal document that gives the parties certain rights and responsibilities. The Patient acknowledges that the Patient is suffering from no medical emergency and has had 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.
- 26. Miscellaneous.** This Agreement is to be construed without regard to any rules requiring that it be construed against the drafting party. The captions in this Agreement are only for the sake of convenience and have no legal meaning.
- 27. Entire Agreement.** This Agreement contains the entire Agreement between the parties and replaces any earlier understandings and agreements, whether written or oral.
- 28. No Waiver.** Either party may delay or not enforce a right or duty under this Agreement. However, doing so shall not constitute a waiver and the party may choose to enforce such right or duty at any time in the future.
- 29. Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Kansas. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the Practice in Lawrence, Kansas.
- 30. Notice.** Where required, notice may be achieved either through electronic means at the email address provided by the party to be noticed or through first-class US Mail to the Practice at the address first written above, attention of Malati Harris, MD, and to the Patient, at the address provided in Appendix B, or most recent address contained in the Patient's medical record.
- 31. Counterparts and Electronic Signatures.** This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party to this Agreement may execute it by signing and delivering one or more counterparts. Each party agrees that this Agreement and any of its related documents may be electronically signed. The parties further agree that any electronic signatures appearing on this Agreement, or its related documents are, and shall be considered, the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

For: Harris Health and Wellness, LLC:

_____ Date: _____
By: Malati Kanani Harris, MD

For Patient

_____ Date: _____
Signature

