



DIRECT PRIMARY CARE MEMBER AGREEMENT – Standard

This agreement is entered into between Carington Health Services, a Tennessee professional corporation (“CHS”, “Us” or “We”), and You.

Background

Carington Health Services is a Direct Primary Care (“DPC”) medical practice, which delivers primary care services through the specific providers (“Providers” or “Physicians”) listed below:

- Saleh R Shahid, MD at 149 Durwood Rd, Knoxville, Tennessee 37922;

In exchange for certain fees, CHS agrees to provide You with the Services described in this Agreement on the terms and conditions contained in this Agreement.

Definitions

- 1. You.** “You” or “Enroller” are a person who is seeking membership with CHS for yourself, or for a person for whom you are a legal representative or guardian.
- 2. Member or Patient.** In this Agreement, “Member” or “Patient” means the person(s) who is to receive goods, services and care from CHS under the terms of this agreement, and who is listed on the Patient Enrollment Form, which is part of this agreement and attached as Appendix B. The Member may be the same as the Enroller.
- 3. Services.** In this Agreement, “Services”, means the collection of services, offered to patient:
 - a) As outlined in Appendix A, which is attached and a part of this Agreement; and
 - b) Are provided by the physicians identified above under the section above, titled, “Background,” and at their specified locations.

Agreement

4. Term. This Agreement will last for one month, starting on the date this Agreement is signed by CHS (“Anniversary Date”).

5. Renewal. The Agreement will automatically renew each month on the last day of the month at the currently posted fee itemization schedule, unless either party cancels the Agreement.

6. Termination. You may terminate this Agreement by providing notice of cancellation, in writing, no less than fourteen (14) days prior to the end of the calendar month. This agreement, and its accompanying physician-patient relationship, may be terminated by Us for any reason upon thirty (30) days' written notice, in compliance with all applicable regulations and licensing requirements.

7. Payments – Amount and Methods. In exchange for the Services outlined in Appendix A(1), which is attached and is part of this Agreement, You agree to pay Us, a monthly fee in the amount of **\$70 per month, per member.**

a) Upon enrollment, we will collect a prorated amount for the remainder of the current month, and a full amount for the following month. Thereafter, the monthly fee will be due no later than the first day of each unpaid month.

b) The parties agree that the required method of monthly payment shall be made by automatic payment, through a credit or debit card, or automatic bank draft.

c) If this Agreement is cancelled by either party before the Agreement ends, We will review and settle your account as follows:

(i) We will refund to You the unused portion of your fees on a per month basis; or

(ii) If the Value of the Services you received over the term of the Agreement exceeds the amount You paid in membership fees, You shall reimburse CHS in an amount equal to the difference between the value of the services received and the amount You paid in membership fees over the term of the Agreement. The Parties agree that the value of the services is equal to CHS's usual and customary fee-for-service charges. A copy of these fees is available on request.

8. Non-Participation in Insurance. Your initials on this clause of the Agreement acknowledges that you understand that neither CHS nor its Physician participate in any health insurance or HMO plans or panels. Neither make any representations that the fees paid under this Agreement are covered by the Member's health insurance or other third-party payment plans. It is the Member's responsibility to determine whether reimbursement is available from a

private, non-governmental insurance plan or HSA and to submit any required billing. _____ (Initial)

9. Medicare. This agreement acknowledges your understanding that the Physician has **NOT** opted out of Medicare and, as a result, this Agreement may not be entered into for any Medicare beneficiaries. **You agree that Member is not currently enrolled or in the process of enrolling as a beneficiary of Medicare.** _____ (Initial)

10. This Is Not Health Insurance. Your initials on this clause of the Agreement acknowledges Your understanding that this Agreement is not an insurance plan or a substitute for health insurance. You understand that this Agreement does not replace any existing or future health insurance or health plan coverage that Member may carry. The Agreement does not include hospital services, or any services not directly provided by CHS, or its employees. You acknowledge that CHS has advised you to obtain, or keep in full force, health insurance that will cover the Member for healthcare not personally delivered by CHS, and for hospitalizations and catastrophic events. **DPC is not health insurance under the Patient Protection and Affordable Care Act (“ACA”). ACA compliant health insurance plans provide coverage for certain preventative care benefits at no cost to the patient. DPC membership fees may not count toward the Member’s deductible and maximum out-of-pocket expenses.** _____ (Initial)

11. Communications. You acknowledge that communications with the Provider and staff using e-mail, facsimile, video chat, cell phone, texting, and other forms of electronic communication can never be absolutely guaranteed to be secure or confidential methods of communications. As such, **You expressly waive the Physician’s obligation to guarantee confidentiality with respect to the above means of communication.** You further acknowledge that all such communications may become a part of the medical record.

By providing an e-mail address to CHS, You authorize CHS, its Providers and staff to communicate with You by e-mail regarding the Patient’s “protected health information” (PHI).¹ You further acknowledge 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 Providers will make all reasonable efforts to keep e-mail communications confidential and secure, neither CHS, nor the Providers can assure or guarantee the absolute confidentiality of e-mail communications;

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

d) You understand and agree that e-mail is not an appropriate means of communication in an emergency, for time-sensitive problems, or for disclosing sensitive information. **In an emergency, or a situation that You could reasonably expect to develop into an emergency, You understand and agree to call 911 or proceed to the nearest Emergency room.**

e) **Email Usage.** If You do not receive a response to an e-mail message within 24 hours, You agree that you will contact the Providers by telephone or other means.

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

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

12. Change of Law. If there is a change of any relevant law, regulation or rule, federal, state or local, which affects the terms of this Agreement, the parties agree to amend this Agreement to comply with the law.

13. Severability. If any part of this Agreement is considered legally invalid or unenforceable by a court of competent jurisdiction, that part will be amended to the extent necessary to be enforceable and the remainder of the contract will stay in force as originally written.

14. Reimbursement for Services Rendered. If this Agreement is held to be invalid for any reason, and CHS is required to refund fees paid by You, You agree to pay

CHS an amount equal to the fair market value of the medical services You received during the time period for which the refunded fees were paid.

15. Amendment. No amendment of this Agreement shall be binding on a party unless it is in writing and signed by all the parties. Except for amendments made in compliance with Section 10, above.

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

17. Legal Significance. You acknowledge that this Agreement is a legal document and gives the parties certain rights and responsibilities. You also acknowledge that You have had a reasonable time to seek legal advice regarding the Agreement and have either chosen not to do so or have done so and are satisfied with the terms and conditions of the Agreement.

18. Miscellaneous. This Agreement shall be construed without regard to any rules requiring that it be construed against the party who drafted the Agreement. The captions in this Agreement are only for the sake of convenience and have no legal meaning.

19. Entire Agreement. This Agreement contains the entire agreement between the parties and replaces any earlier understandings and agreements whether they are written or oral.

20. No Waiver. In order to allow for the flexibility of certain terms of the Agreement, each party agrees that they may choose to delay or not to enforce or the other party's requirement or duty under this agreement (for example notice periods, payment terms, etc.). Doing so will not constitute a waiver of that duty or responsibility. The party will have the right to enforce such terms again at any time.

21. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Tennessee. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for CHS in Knoxville, Tennessee.

22. Service. All written notices are deemed served if sent by first class U.S. mail to CHS at 149 Durwood Rd, Knoxville, TN 37922; or to You at the address provided below, or as updated from time to time.

APPENDIX A

Services

1. Medical Services.* The scope of services included under this agreement are those medical services that the Provider is permitted to perform under the laws of the State of Tennessee, are consistent with Provider's training and experience, are usual and customary for an Internist to provide, and may be limited by equipment, supplies, outside facilities, vendor pricing changes, and other unforeseen circumstances.

Services and goods included under the membership fee, as set forth in section 7 of the above Agreement, include any and all of the following, when deemed appropriate and medically necessary by the Physician :

- All office visits.
- All tests and treatments on hand or in stock, except as listed in section 2 of this appendix. (See below).
- Collection of specimens for testing, including phlebotomy, swab and biopsy.
- All procedures performed by the Physician, which may include wound repair, wound dressing, incision and drainage of abscesses, splinting, ear wax removal, suture removal, skin biopsy, skin tag removal, joint injection and joint aspiration.

*An episode of care is defined as any contact between the patient and physician for which clinical care or advice is rendered including in-office visits and electronic communication by email or telephone.

2. Exclusions. The following are NOT services included under the aforementioned membership fee:

- Any tests that are not directly performed by the Provider. Labs and testing that cannot be performed in the office will be offered at a discounted rate through select vendors. Patient is responsible for all fees associated with any outside laboratory testing, pathology, and specimen analysis.
- All vaccinations.

- All oral, prescription medications held in stock by CHS. Prescription medication dispensed by CHS dispensary is subject to an additional charge, for which the Member is responsible.
- Prefabricated, durable medical equipment (DME). DME dispensed provided by CHS is subject to an additional charge, for which the Member is responsible.
- House calls and hospital visits.

3. Non-Medical, Personalized Services. CHS shall also provide Member with the following non-medical services which are complementary to our members in the course of care:

a) Direct Access. Patient shall have direct telephone access to the Physician for guidance regarding urgent concerns that arise unexpectedly after office hours. Reasonable effort will be made by Physician to respond to all communications initiated prior to 5pm on a scheduled business day. Communication initiated after 5pm may be addressed the next business day. Patient may need to seek urgent care medical services not covered under this agreement for medical concerns that cannot be addressed remotely.

b) Physician Absence. From time to time, due to vacations, illness, or personal emergency, the Providers may be temporarily unavailable to provide the services referred to above in section 1 of this Appendix. In order to assist Patients in scheduling non-urgent visits, CHS will notify Patients of any planned Provider absences as soon as the dates are confirmed. Substitute providers may be available outside the employment of CHS. Any treatment rendered by the substitute provider is not covered under this contract, but may be submitted to Patient's health plan.

c) E-Mail Access. Patient shall be given the Provider's e-mail address to which non-urgent communications can be addressed. Such communications shall be dealt with by the Provider or staff member of CHS in a timely manner. You understand and agree that email and the internet should never be used to access medical care in the event of an emergency, or any situation that Patient could reasonably expect may develop into an emergency. You agree that, in such situations, when a Patient cannot speak to Provider immediately in person or by telephone, that Patient shall call 911 or proceed to the nearest emergency room.

d) *Appointments.* Appointments are available during CHS's posted business office hour. CHS shall make every reasonable effort to schedule an appointment for the Patient on the day requested by the Patient.

e) *Specialists Coordination.* CHS and Provider shall coordinate with medical specialists to whom Patient is referred to assist Patient in obtaining specialty care. You understand 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 CHS Provider.

4. Practice Policies.

a) *Pain Management.* It is the policy of CHS and its Providers not to prescribe long-term opioid pain medications. Referrals to appropriate specialists are available, as is adjunctive non-narcotic pain management.

b) *Controlled Substances.* It is the policy of CHS and its Providers to limit the use of controlled substances believed to have a higher risk of complications, misuse, dependency, or diversion. Whenever an alternative with less risk is available, we will endeavor to develop a treatment plan to incorporate those alternatives or refer to a specialist. It is at the sole discretion of the DPC Provider as to the appropriateness of any medication and no guarantees are expressed of maintaining any prior treatment regimen initiated or recommended by another physician or provider. Misuse, diversion, or improper handling of prescription medication constitutes grounds for termination of membership.

c) *Statement of Faith.* CHS and its Providers adhere to God's law and the Hippocratic Oath. We will not prescribe, counsel, or encourage any therapy of treatment plan that violates that law or oath. This includes, among other things, a belief in the sanctity of human life beginning at conception through natural death. No recommendation or therapy will be provided that could potentially harm or violate another human life.

APPENDIX B
Enrollment Form

Please complete the following information for each patient being enrolled for membership with
Carington Health Services under the terms of this agreement.

Patient #1

Last Name	First Name	MI
Street Address (____)		City, State, Zip Code
Phone number	Email address	Date of Birth
Emergency Contact Name _____		
Phone Number (____) _____ Relation to Patient _____		

Patient #2

Last Name	First Name	MI
Street Address (Check here <input type="radio"/> if same as above). (____)		City, State, Zip Code
Phone number	Email address	Date of Birth
<u>Emergency Contact</u> (Check here <input type="radio"/> if Patient #1 is Emergency Contact)		
Name _____		
Phone Number (____) _____ Relation to Patient _____		

Patient #3

Last Name	First Name	MI
Street Address (Check here <input type="radio"/> if same as above). (____)		City, State, Zip Code
Phone number	Email address	Date of Birth
<u>Emergency Contact</u> (Check here <input type="radio"/> if Patient #1 is Emergency Contact)		
Name _____		
Phone Number (____) _____ Relation to Patient _____		

Enroller Signature

Date