

Patient Membership Agreement

- This agreement is made effective on the date set forth on the signature page and is an agreement between, Harris Internal Medicine, LLC, and the patient identified on the signature page (“you and/or member and/or patient”).
- “Harris Internal Medicine” refers to the Limited Liability Company, Harris Internal Medicine and to employees, healthcare providers (including physicians, nurse practitioners, and physician assistants), and representatives of Harris Internal Medicine, LLC.
- “You”, “member” or “the patient” refers to the patient whose signature appears on the signature page of the agreement and additional family members who will be covered under the agreement.
- The term of this agreement shall be one (1) year from the effective date and shall automatically renew for every one (1) year period thereafter unless either party gives written notice of non-renewal at least thirty (30) days prior to the anniversary date of the agreement.
- The purpose of the agreement is to explain the terms of the membership designed by Harris Internal Medicine for the provision of primary care services to the patient. This agreement also describes the rights and responsibilities of the parties in this agreement.
- This agreement shall replace and make void any previous agreements with Harris Internal Medicine
- The patient is entitled to a copy of this document if it is requested.

Harris Internal Medicine Responsibilities

- Harris Internal Medicine (herein referred to as “HIM”) agrees to arrange its practice to provide you the care described in the agreement.
- HIM will provide primary care services to you at the same level of professionalism and expertise with other primary care practitioners who practice in the area.
- HIM will provide you with one comprehensive physical exam per year, scheduled at a mutually convenient time, at no additional charge.
- HIM will provide all the primary care services listed in Appendix A.
- Your HIM provider will be available 24 hours per day, seven days a week for a total of no less than 330 days per year. During periods of your physician’s absence, an associate healthcare provider will be available to provide medical services.
- In general, your HIM provider will provide same day or next business day office appointments as needed.
- The HIM staff will assist you in making your primary care experience as convenient and effective as possible.
- HIM will assist you in scheduling appointments with your HIM physician, specialist and providers of ancillary services (labs, x-rays, etc.).
- HIM will help provide you with results of consultations with specialists and ancillary service providers.
- HIM will maintain a website in order to access contact information and other relevant patient information.

- HIM will respond to any questions or concerns regarding services described in Appendix A.
- HIM will provide access to general wellness information and reminders on a periodic basis.

Your Responsibilities

- You understand that HIM membership requires payment of an ongoing, recurring membership fee and that you are to pay membership fee for primary care services.
- You agree to pay the membership fee (billed at your choice/discretion via a monthly, quarterly, semi-annual or annual basis) within 10 days of the billing date. The first payment is due when you sign the agreement. Failure to pay in a timely manner will cause automatic termination of your membership. All payments must be brought current in order to receive treatment under the terms of this agreement.
- You agree to pay all other fees not included in the membership agreement as listed in Appendix A at the time of service.
- The membership fee renews automatically every year unless we hear from you 30 days prior to your due date. The terms and conditions of this agreement may be changed with written notice to you.
- You understand that HIM may change the membership fees and any other fees at any time and a fifteen day written notice of the fee change will be sent by mail or e-mail. Any changes in your annual membership fees will be applicable at your next annual renewal date.

Insurance and Health Plans

- You understand that you will be responsible for obtaining and maintaining your own catastrophic health plan or wrap-around policy. You understand that your HIM provider will be considered “out-of-network” by all insurance companies, and therefore payments for services or tests are subject to your insurance reimbursement schedule. HIM does not accept insurance and does not bill insurance on your behalf.
- You fully understand that you need to maintain your own health insurance and acknowledge that by the reading of this agreement HIM has advised you to obtain or keep in full force an health insurance policy in order to cover healthcare costs not provided by the medical services described in this agreement and prevent gaps in health coverage. You acknowledge that this agreement is **not** a contract that provides health insurance and that this agreement is not intended to replace any existing or future health insurance or health plan coverage you may carry for yourself and family.
- You understand your membership only covers the services listed in Appendix A and you will be responsible for payment of all additional medical costs such as x-rays, outside labs, vaccines, medications, emergency room visits, hospital care, surgery or specialist visits. Not all conditions can be treated by HIM, and at times, additional medical care is required.

Medicare Beneficiaries

- If you are a patient who is entitled to benefits under or is enrolled in Medicare Part B, you acknowledge that HIM **has not been** excluded from participation under the Medicare program and understand that HIM has voluntarily elected to opt out of the Medicare program.
- You agree not to submit a claim or request HIM submit a claim under the Medicare program or to any intermediary or carrier of the Medicare Program for any portion of the membership fee or physician services billed to you by HIM even if the services are covered by Medicare.
- You acknowledge that you will be responsible for payment of such services and that no reimbursement will be provided under the Medicare program or any Medigap plan for the membership fee or bill for physician services and that other supplemental insurance plans may elect not to reimburse you for such items. You further acknowledge that the limits the Medicare program places on what a physician participating in the Medicare program may charge for services rendered do not apply to the membership fee or to any physician services bill rendered to you by HIM.
- Further, you acknowledge that (a) you have the right to obtain Medicare-covered services from physicians who have not opted out of the Medicare program, (b) you are currently not facing an emergency or urgent healthcare situation, and (c) you have voluntarily elected to enter into this membership agreement for the provision by HIM of services that might be eligible for payment or reimbursement by Medicare if the services were provided by a physician who continued to participate in the Medicare program subject to the submission of an appropriate Medicare claim.

Termination

- You may terminate this membership agreement at any time during the first year this agreement by notifying HIM of your termination at least 30 days prior to the date on which your termination is to be effective. Any portion of the pre-paid fee (such as a quarterly or annual fee) will be refunded minus a \$250 cancellation fee.
- Should you become dissatisfied with any of the services provided by HIM by the membership agreement, your right to terminate this agreement will be your only remedy at law or in equity (subject to any rights that are non-waivable by law). HIM's liability under this agreement is limited solely to reimbursement of membership fees and you shall have no right to any punitive, consequential, or special damages.
- If you decide to change to a different primary care provider other than HIM, please notify HIM with authorization in order to transfer your medical records to your new provider.
- HIM may terminate the membership agreement at any time and without any further obligation by written notice. The agreement may be terminated due to non-payment that is more than 30 days past due. In such an event, there will be no refund of any portion of the membership fee.
- If the membership agreement is cancelled by you or HIM, you are still responsible for any past due membership or service fees including a \$250 cancellation if your membership ends prior to one year. All past due balances shall accrue interest at 1.5% per month (18% per annum) until paid in full. In the event that HIM has to proceed with civil action to collect any balance due,

HIM shall be entitled to collect accrued interest, collection cost, court fees and reasonable attorney's fees.

- If the membership agreement is terminated, you and HIM agree not to seek reimbursement for services rendered to you by HIM under the membership agreement.

Additional Provisions

- This agreement, all transactions and any other agreement which may be entered into between HIM and you at all times whether during the term or after the termination of the term shall be interpreted and governed by the laws of the State of Georgia without consideration of or giving effect to any choice of law provision or rule thereof. The parties agree to the exclusive jurisdiction of Fayette County, Georgia for the enforcement of any provision of this agreement.
- This agreement (including the appendix) sets forth and establishes the entire agreement, and supersedes any prior or concurrent agreements (whether written or oral) between HIM and you relating to the subject matter of this agreement. There are no representations, warranties, covenants, promises, agreements, arrangements or understandings, written or oral, expressed or implied, between the parties with respect to the subject matter of this agreement that are not set forth in this agreement. The appendix attached are made a part hereof by reference as fully as if copied and set forth in the main body hereof.

Patient's Initials _____

Appendix A

Membership Terms and Services

Renewal Schedule

We will renew your membership automatically every month. If you do not wish to renew, please notify us in writing 30 days prior to your anticipated cancellation date. If you do not cancel your membership, we will continue to charge you monthly.

Payment Terms

The membership fees are payable by EFT (electronic funds transfer) from your checking or savings account. If a credit or debit card is used, an additional \$10 convenience fee will be added each month. A \$25 fee will be charged for each declined transaction. Fees paid annually shall have a 10% discount applied.

If your payments are late, please note that you will need to pay retroactively prior to any office visit.

We will assess a \$25 late fee after a 15 day grace period, unless other arrangements have been made.

We will charge a \$250 cancellation fee if your membership is cancelled prior one year during first year of membership

Medical Services

Medical Services under this agreement are those medical services that the Physician is permitted to perform under the laws of the State of Georgia, are consistent with Physician's training and experience, are usual and customary for a family medicine physician to provide, and include the following:¹

- Acute and Non-acute Office Visits
- Well-Woman Care/ Pap Smear
- Blood Pressure Monitoring
- Breathing Treatments (nebulizer or inhaler with spacer)
- IUD Removals
- Urinalysis
- Removal of Cerumen (ear wax)
- Wound Repair and Sutures
- Basic Vision/Hearing Screening
- At the Physician's discretion, additional services, such as the following, may be offered for an additional fee:
 - Integrative/Functional Medicine
 - IV Therapies

¹ As deemed appropriate and medically necessary by the Physician.

*Patient is responsible for all costs associated with any procedures, laboratory testing, and specimen analysis.

**Prescription medications, supplements and DME dispensed by the CLINIC pharmacy are subject to an additional charge, for which the Patient is responsible.

Non-Medical Services

- Same day or next day office visits
- Annual Physical or Wellness exam
- Extended office visits
- After office hours access to your physician by phone, text, e-mail or secure messaging
- Annual Flu Vaccinations upon availability
- Coordination of care with specialists

Discounted Services

- Outside LabCorp labs: At Wholesale Cost

Notice of Communications, HIPPA & Privacy Practices

- I understand that under the Health Insurance Portability & Accountability Act of 1996 (HIPPA) and its subsequent regulations I have certain rights to privacy regarding my ‘protected health information’ (herein referred to as “PHI”).
- I acknowledge that the Physician and HIM will keep the Member’s PHI confidential and private.
- I understand that the Members PHI can and will be used by HIM to (1) conduct, plan and direct medical treatments and follow-up among the multiple healthcare providers who may be involved in their treatment directly and indirectly, and (2) conduct normal healthcare operations such as quality assessments and physician certifications.
- I understand that any and all methods of correspondence may be used by the Physician and HIM to generate information for the member’s medical records.
- I understand that HIM offers, but does not require, some forms of communication (including web-based un-encrypted email, text message, picture messaging, social media platforms, voice-mail, online video conferencing and fax services) in discussion of PHI that cannot reasonably be guaranteed to be fully secure.
- I acknowledge the HIM will only use the contact information (phone numbers, e-mail addresses, user names, etc.) provided by me upon registration, on the Authorization to receive PHI or in subsequent updates
- I acknowledge the HIM advises the Member against using employer owned or operated computers or email in communications with HIM and that HIM will not assume any responsibility or consequences created from use of employer-owned computers and e-mail
- I acknowledge that HIM recommends that members do NOT communicate about sensitive health topics (such as sexually related activities, HIV/AIDS or substance abuse issues) through unsecured (internet based or otherwise) means. Secure messaging has been provided by HIM through the patient portal as needed.
- When using electronic methods (email, website, etc.) the Member should reasonably expect to hear a response within 24 hours during regular business hours. If the Member has not received a response, the Member should contact HIM by phone or text message.
- I understand HIM will have sole discretion as to whether or not reply to any email communication and whether or not to open e-mail attachments.
- I agree not to hold HIM or its Physician(s) liable or accountable for any loss, injury, damages, costs or expenses which are sustained or the result of any technical failures with respect to email or electronic services including but not limited to (1) technical failures attributable to any internet service provider, (2) power outages, failure of any electronic messaging software, or failure to properly address e-mail messages, (3) failure of HIM’s computers or computer network, or faulty telephone or cable data transmission, (4) any interception of e-mail communications by a third party, or (5) members failure to comply with HIM guidelines regarding use of the electronic communications set forth in this agreement.
- I acknowledge that email and other forms of online communication are not an appropriate means to discuss any potentially urgent or emergency medical needs or other time-sensitive issues. I should call 911 or visit the nearest emergency room should I reasonably suspect a medical emergency.

