

**HARRIS INTERNAL MEDICINE
DIRECT PRIMARY CARE
EMPLOYER AGREEMENT**

This Agreement is entered into on _____, 20____, between Harris Internal Medicine LLC (Practice), and _____ (Employer)

BACKGROUND

The Practice is a membership model of Direct Primary Care practice (DPC) which provides ongoing primary care services to its patients through a collection of medical and non-medical services (Services) which are described in the attached Appendix A. The Practice desires to contract with the Employer's employees and other Qualified Members (as defined in number 1, below) for DPC membership. The Employer wishes to make the Practice's DPC membership readily available to its Qualified Members, by paying all or a portion of their DPC membership fees (Direct Fee) in amounts as described in Appendix C (attached and incorporated by reference). So, in exchange for the valuable consideration described in this Agreement, the parties agree to the following terms and conditions.

DEFINITIONS

Qualified Member. A Qualified Member (Member, Employee, or Patient) is defined as an employee (and his/her family members who are authorized by the Employer) who is eligible for, and listed on the Employer Roster of the attached Appendix B.

Membership Agreement. The Membership Agreement (or Patient Agreement) is a contract between the Patient and the Practice which contains the terms of the DPC membership and describes the rights and responsibilities of the respective parties.

AGREEMENT

Scope of Agreement. The Parties Agree that the Employer is not a party to the Membership Agreement, which is strictly between the Patient and the Practice. The scope of this Employer Agreement is limited to the timing, amount, and method of Employer's payment of the Direct Fee on behalf of Qualified Members.

Fees. The Practice agrees to provide DPC Membership and Services as agreed between the Practice and Qualified Members in exchange for certain fees to be paid by the Employer under the terms and conditions set forth in this Agreement:

A. The Practice shall invoice the Employer for its Qualified Members' monthly fees in amounts as agreed in Appendix B. The Practice shall provide the Employer with a detailed invoice by the first business day of every month on a prospective basis. Invoices shall substantially comply with Section 3, below.

B. Payment shall be made through ACH bank draft, as incorporated by reference.

Identification of Qualified Members. The Employer will provide the Practice with a roster which shall identify all Qualified Members. The Employer will update the roster as necessary and notify the Practice immediately when an employee is no longer employed or otherwise ceases to be a Qualified Member. Likewise, the Practice shall provide Employer with monthly invoices which identify all Qualified Members for which the Employer is being billed.

Non-Participation in Insurance. Employer understands and agrees that neither the Practice, nor its Providers participate in with any health insurance plan, HMO plan, or other third-party payors. Accordingly, the Practice shall not bill or seek reimbursement from any of the above or provide individual, fee-for-service invoices for any services included under this Agreement.

7. Medicare. The Practice and Erinn Harris, MD Physician have opted out of Medicare, and as a result, Medicare cannot be billed for any services performed for Qualified Members by the Practice. The Qualified Member agrees not to bill Medicare or attempt to obtain Medicare reimbursement for any such services. If the Qualified Member is eligible for Medicare, or becomes eligible during the term of this Agreement, then s/he will sign the Medicare Opt Out and Waiver Agreement attached in the member agreement and incorporated by reference. The Patient shall sign and renew the Medicare Opt Out and Waiver Agreement every two years, as required by law

8. Not Insurance, Health Plan, or Other Medical Coverage. The Employer understands and acknowledges that this Agreement is not a contract that provides health insurance for Members and is not intended to be a substitute for employee health coverage or replace any existing health plan or coverage. This Agreement, standing alone, does not satisfy any federal mandate requiring the Employer to provide health care coverage to employees. The Practice has advised the Employer to consult with a health insurance professional for advice on obtaining employee health insurance coverage to complement the DPC membership.

9. Term; Termination. This Agreement will commence on the effective date cited above and will extend for one year. However, each party has the absolute and unconditional right to terminate the Agreement without cause by giving the other party 90 days prior written notice. If the Agreement is terminated by written notice, then immediately upon termination, Employer shall pay all outstanding fees, calculated on a per diem basis. Unless terminated as set forth above, this Agreement will renew automatically for another one year term at the expiration of the current term.

10. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Georgia. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Practice in Peachtree City, GA

11. 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.

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

13. 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 11, above.

14. Assignment. This Agreement and any rights Employer might have under it, may be assigned or transferred by Employer with the written permission of the Practice, which shall not be unreasonably withheld.

15. Relationship of Parties. The parties intend and agree that the Practice is performing all duties under this Agreement as an independent contractor, as defined by the guidelines promulgated by the United States Internal Revenue Service and/or the United States Department of Labor. As such, the parties' relationship is not to be construed as that of partners, employee/employer, joint venturers, etc., and the Practice shall have exclusive control of its work and the manner in which it is performed. All notices and other duties arising under ERISA are the sole responsibility of the Employer.

Notice. All written notices must be sent to the by first class U.S. mail at the following Addresses:

To _____, LLC:
Attention _____, MD

To Employer:

Miscellaneous. This Agreement shall be interpreted without regard to 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.

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.

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

For _____ , LLC:

By: _____MD

Date

For Employer:

By: (Printed Name)

Date

Title: _____

APPENDIX A SERVICES

1. **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

*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.

2. **Non-Medical, Personalized Services.** CLINIC shall also provide Patient with the following non-medical services ("Non-Medical Services"), which are complementary to our members in the course of care:

- a. **After Hours Access.** Patient shall have direct telephone access to the Physician seven days per week. Patient shall be given a phone number where Patient may reach the Physician directly for guidance regarding concerns that arise unexpectedly after office hours. Video chat and text messaging may be utilized when the Physician and Patient agree that it is appropriate.
- b. **E-Mail Access.** 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

¹ As deemed appropriate and medically necessary by the Physician.

Physician or staff member of CLINIC in a timely manner. **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 Patient could reasonably expect may develop into an emergency.** Patient agrees that in such situations, when a Patient cannot speak to Physician immediately in person or by telephone, that Patient shall call 911 or go to the nearest emergency medical assistance provider, and follow the directions of emergency medical personnel.

- c. **No Wait or Minimal Wait Appointments.** Reasonable effort shall be made to assure that Patient is seen by the Physician immediately upon arriving for a scheduled office visit or after only a minimal wait. If Physician foresees a minimal wait time, 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 Patient calls or e-mails the Physician after noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule Patient's appointment with the Physician on the following normal office day. In any event, however, CLINIC shall make every reasonable effort to schedule an appointment for the Patient on the same day that the request is made.
- e. **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), (d), and (e) of this paragraph. Medical services rendered to Patient's visitors shall be charged on a fee-for-service basis.
- f. **Specialists Coordination.** CLINIC and Physician shall coordinate with medical specialists to whom Patient is referred to assist Patient in obtaining specialty care. **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 CLINIC Physician.**

APPENDIX B

FEE ITEMIZATION

Monthly Membership Fee

10-18 years of age	\$10 per month
19+ years of age	\$50 per month

