

## GROUP AGREEMENT

This is an Agreement between GRIMES CHIROPRACTIC, an Oklahoma partnership, located at 1603 S Muskogee Ave, Tahlequah OK, 74464 (**Grimes Chiropractic**), Shannon R. Grimes, D.C. (**Physician**), and Marcia Hutchins (**Office Manager**) in their capacity as an agents of Grimes Chiropractic, and you, (**Group**).

### Background

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

### Definitions

- 1. Group.** Group is defined as a business, organization, or other collection of 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.
- 2. Group Administrator.** The Group Administrator is the signatory, manager, and administrator to this Agreement and changes to the Group.
- 3. Patient.** A patient is defined as those persons from the Group 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.
- 4. Services.** As used in this Agreement, the term Services, shall mean a package of services, both chiropractic and non-chiropractic, and certain amenities (collectively "Services"), which are offered by Grimes Chiropractic, and set forth in Appendix 1.
- 5. Terms.** This agreement shall commence on the date signed by the parties below and shall continue for a period of one month, automatically renewed.
- 6. Fees.** In exchange for the services described herein, the Group agrees to pay Grimes Chiropractic, 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 Patients during the term of this Agreement. If this Agreement is cancelled by either party before the agreement termination date, then Grimes Chiropractic shall refund the Group's prorated share of the original payment, remaining after deducting individual charges for services rendered to Patient up to cancellation.
- 7. Non-Participation in Insurance.** The Group acknowledges that neither Grimes Chiropractic, nor the Physician participate in any health insurance or HMO plans or panels. Neither of the above make 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.
- 8. Insurance or Other Medical Coverage.** The Group 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 Grimes Chiropractic, or its Physicians. The Group 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 Group/Patient may carry.

**9. Term; Termination.** This Agreement will commence on the date first written above and will extend monthly thereafter. Notwithstanding the above, both Group and GRIMES CHIROPRACTIC 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.

**10. 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 of date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.

**11. 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.

**12. Reimbursement for services rendered.** If this Agreement is held to be invalid for any reason, and if Grimes Chiropractic is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay Grimes Chiropractic 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.

**13. 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 and 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 Grimes Chiropractic, except that Patient shall initial any such change at Grimes Chiropractic's 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.

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

**15. Group Membership Changes.** Changes to the composition of the Group can be made by Group Administrator or person(s) otherwise authorized in Appendix 1. or other attached addendum.

**16. Relationship of Parties.** The Group 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.

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

**18. 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.

**19. 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.

**20. Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Oklahoma and All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Grimes Chiropractic' address in Tahlequah, Oklahoma.

**21. SERVICE.** All written notices are deemed served if sent to the current address record.

The parties have signed duplicate counterparts of this Agreement on the date signed below.

**Grimes Chiropractic**

_____	_____	_____	_____
Shannon Grimes, D.C.	Date	Marcia Hutchins	Date
<i>Physician, Grimes Chiropractic</i>		<i>Office Manager, Grimes Chiropractic</i>	

\_\_\_\_\_  
Business/Group Name

_____	_____
Mailing Address	Phone Number

_____	_____	_____	_____
City	State	Zip Code	email address

_____	_____	_____
Group Administrator Printed Name	Administrator Signature	Date

## Appendix 1

### Group Service and Payment Terms

**1. Chiropractic Services.** As used in this Agreement, the term Chiropractic Services shall mean those chiropractic services that the Physician, himself is permitted to perform under the laws of the State of Oklahoma and that are consistent with his training and experience as a chiropractic physician, as the case may be.

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 this paragraph 1. During such times, 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. Grimes Chiropractic will make every effort to arrange for coverage but cannot guarantee such coverage.

**2. Non-Chiropractic, Personalized Services.** Grimes Chiropractic shall also provide Patient with the following non-chiropractic services ("Non-Chiropractic Services"):

**(a) 24/7 Access.** Patient shall have access to the Physician via instant messaging and video chat. Patient shall also have direct telephone and pager access to the Physician on a twenty-four hour per day, seven day per week basis. Patient shall be given a phone number where patient may reach the Physician directly around the clock.

**(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 Physician or staff member of the Practice 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 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 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 emails the Physician to schedule an appointment, every effort shall be made to schedule a same day or next day appointment.

**(e) Home or Office Visits.** Patient may request that the Physician see Patient in 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 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 Patient's visitors shall be charged on a fee-for-service basis.

**(g) Specialist and Other Providers.** GRIMES CHIROPRACTIC 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 specialists' fees or fees due to any healthcare professional or provider other than the Grimes Chiropractic.

**3. Fees.** Fees for Services at Grimes Chiropractic

**(a)** \$40.00 for each Group member

**4. Payment.** Method of payment will be to debit the Debit/Credit card on file or a monthly Automatic Bill Pay such as online banking bill pay or similar service unless other arrangement are made.

**5.** List all Group Members/Patients party to this agreement:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____