

DIRECT PRIMARY CARE PATIENT AGREEMENT

This Direct Primary Care Patient Agreement (this “**Agreement**”) is entered into by and between Hometown Health PLLC, a Texas professional limited liability company (“**Practice**”), and you (“**You**” or “**Patient**”).

Background

Practice provides healthcare services, include professional medical services, through its duly licensed and affiliated physicians (each, a “**Physician**” and collectively, the “**Physicians**”), including Darin Charles, M.D. (“**Dr. Charles**”). Dr. Charles is board certified in family medicine and delivers care on behalf of Practice in the Mansfield, Texas area. In exchange for certain fees paid by you, Practice, through its Physicians, agrees to provide you with the Services described in this Agreement on the terms and conditions set forth in this Agreement. The practice website is www.myhometownhealth.org.

Definitions

1. Patient.

The Patient is defined as those persons for whom the Practice will provide the Services and who are signatories to this Agreement or are listed on the Patient Enrollment Form, which form is incorporated by reference to this Agreement.

2. Services. Services shall mean a package of ongoing primary care services, both medical and non-medical and certain amenities (collectively “**Services**”), which are offered by Practice, and set forth in Appendix 1 and 2. The Patient will be provided with methods to contact the Physician via phone, email, and other methods of electronic communication. Physician will make every effort to address the needs of the Patient in a timely manner, but cannot guarantee availability, and cannot guarantee that the patient will not need to seek treatment in the urgent care or emergency department setting.

3. Consent to Treat. You acknowledge and hereby authorize Practice to use and/or disclose your health information which specifically identifies You, or which can reasonably be used to identify You, to carry out your treatment, payment and healthcare operations. Treatment includes, but is not limited to: the administration and performance of all treatments, the administration of any needed anesthetics, the administration and use of prescribed medication, the performance of such procedures as may be deemed necessary or advisable in the treatment of the member, including but not limited to: diagnostic procedures, the taking and utilization of cultures and of other medically accepted laboratory tests, all of which in the judgment of the Physician may be considered medically necessary or advisable.

4. Fees. In exchange for the Services described herein, You agree to pay Practice, the amount(s) set forth in Appendix 1 and 2, attached. Applicable enrollment fees are payable upon execution of this Agreement. The fees may change from time to time, with thirty (30) days advance

notice to You of any change. Further, Practice requires that all participating patients keep a credit, debit card, or direct debit information on file. Practice will automatically charge you the Patient Practice Fee amount each month, or annually in advance, if Patient elects. Payment of the Fees indicated in Appendix 1, 2 and any additional fees for professional services shall be charged monthly to the credit or debit card, or bank account on file. The monthly fee will be charged on the same day of the month the patient's first payment was made, even if that day subsequently falls on a weekend or federal holiday. No fees or services will be billed prior to January 10, 2019. Patient authorizes the Practice, or its designee, to charge any Fees to Patient's credit or debit card or bank account, until such authorization is revoked by Patient or this Agreement is terminated. Patient will NOT submit any Practice fees to Medicare for payment or reimbursement.

5. Non-Participation in Insurance. Patient acknowledges that neither Practice, nor the Physician, shall bill any health insurance or HMO plans for services provided under this agreement. The Practice has opted out of Medicare. Patient acknowledges that federal regulations REQUIRE that Physicians opt out of Medicare so that Medicare patients may be seen by the Practice pursuant to this Agreement. Neither the Practice nor Physician make any representations regarding third party insurance reimbursement of fees paid under this Agreement. The Patient shall retain full and complete responsibility for any such determination. The Practice will not bill an insurance company for services for a Patient paying a membership fee. If Patient is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then Patient will sign the agreement (Hometown Health Medicare Opt Out Agreement), and incorporated by reference.

This Agreement acknowledges your understanding that Physician and Practice has opted out of Medicare, and as result, Medicare **CANNOT BE BILLED** for reimbursement for any such services.

6. Insurance or Other Medical Coverage. Patient 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 Practice, or it's Physician. Patient acknowledges that Practice has advised that patient obtain or keep in full force such health insurance policy(ies) or plans that will cover Patient for general healthcare costs. Patient acknowledges that THIS AGREEMENT IS **NOT** A CONTRACT THAT PROVIDES HEALTH INSURANCE, in isolation it does NOT meet the insurance requirements of the Affordable Care Act, and is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry. This Agreement is for ongoing primary care, and the Patient may need to visit the emergency room or urgent care from time to time. Physician will make every effort to be available at all times via phone, email, other methods such as "after hours" appointments when appropriate, but Physician cannot guarantee 24/7 availability.

7. Disclaimer. This Agreement does not provide health insurance coverage, including the minimal essential coverage required by applicable federal law. It provides only the services described herein. It is recommended that health care insurance be obtained to cover medical

services not provided for under this Agreement.

8. Term. This Agreement will commence on the date it is signed by the Patient and Physician below and will extend monthly or annually thereafter. Notwithstanding the above, both Patient and Practice shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination. For monthly memberships, the Patient may terminate this Agreement at the end of the current month with twenty-four hours prior notice. For annual memberships, the Patient may terminate the agreement at the end of the current year. If the Practice should terminate the agreement, it shall give thirty days prior written notice to the Patient and shall provide the patient with a list of other Practices in the community in a manner consistent with local patient abandonment laws. For monthly memberships, 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 beginning of the contract month. For annual memberships, unless previously terminated as set forth above, at the expiration of the initial one-year term, the Agreement will automatically renew for successive annual terms upon payment of the annual fee at the beginning of the contract year.

Examples of reasons the Practice may wish to terminate the agreement with the Patient may include but are not limited to:

- (a) The Patient fails to pay applicable fees owed pursuant to Appendix 1, 2 and/or 3 per this Agreement;
- (b) The Patient has performed an act that constitutes fraud;
- (c) The Patient repeatedly fails to adhere to the recommended treatment plan, especially regarding the use of controlled substances;
- (d) The Patient is abusive, or presents an emotional or physical danger to the staff or other patients of Practice;
- (e) Practice discontinues operation; and
- (f) Practice has a right to determine whom to accept as a patient, just as a patient has the right to choose his or her Physician. Practice may also terminate a patient without cause as long as the termination is handled appropriately (without violating patient abandonment laws).

8. Privacy & Communications. You acknowledge that communications with the Physician using e-mail, text, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. The practice will make an effort to secure all communications via passwords and other protective means and these will be discussed in an annually updated Health Insurance Portability and Accountability Act (HIPAA) "Risk Assessment." The practice will make an effort to promote the utilization of the most secure methods of communication, such as software platforms with data encryption, HIPAA familiarity, and a willingness to sign HIPAA Business Associate Agreements. This may mean that conversations over certain communication platforms are highlighted as preferable based on higher levels of data encryption, but many communication platforms, including email or text, may be made available to the patient. If the Patient initiates a conversation in which the Patient

discloses “Protected Health Information (PHI)” on one or more of these communication platforms then the Patient has authorized the Practice to communicate with the Patient regarding PHI in the same format.

9. 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.

10. Reimbursement for Services if Agreement is Invalidated. If this Agreement is held to be invalid for any reason, and if Practice is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay Practice an amount equal to the fair market value of the Services actually rendered to Patient during the period of time for which the refunded fees were paid.

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

12. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the Practice.

13. Patient Understandings:

By executing this Patient Agreement, Patient understands and agrees to all of the listed Patient Understandings below.

- ✓ *This Agreement is for ongoing primary care and is **NOT** a medical insurance agreement.*
- ✓ *I do **NOT** have an emergent medical problem at this time.*
- ✓ *In the event of a medical emergency, I agree to call 911 first.*
- ✓ *I understand the Practice will make every effort to be available but may not always be able to me on a same-day basis. I may, only when necessary, be referred to an urgent care for same-day service.*
- ✓ *I do **NOT** expect the practice to file or fight any third party insurance claims on my behalf.*
- ✓ *In the event I have a complaint about the Practice, I will first notify the Practice directly.*
- ✓ *This Agreement (without a “wrap around” compliant insurance policy) does not meet the individual insurance requirement of the Affordable Care Act.*
- ✓ *I am enrolling (myself and my family, if applicable) in the practice voluntarily.*

- ✓ *I may receive a copy of this document upon request.*
- ✓ *This Agreement is non-transferable.*
- ✓ *Any and all Practice Fees paid to Practice are nonrefundable.*
- ✓ *I Do NOT expect the Practice to prescribe chronic controlled substances on my behalf.*
- ✓ *I understand that failure to pay the membership fee will result in termination from Practice.*

Patient's participation with Practice is complete once Patient signs this Agreement and Practice receives Patient's initial Practice Fee payment. This Agreement replaces and supersedes all prior agreements between the Parties. This Agreement may not be modified absent a writing signed by Patient and Practice's authorized representative. Each participating Patient over the age of 21 is required to sign below.

Patient Printed Name: _____

Date: _____

Patient (or Guardian) Signature: _____

Additional Patient Signature (if necessary):

Additional Patient Printed Name: _____

Date: _____

Patient (or Guardian) Signature: _____

APPENDIX 1 - Periodic & Enrollment Fees

This Agreement is for ongoing primary care. This Agreement is NOT HEALTH INSURANCE and is NOT A HEALTH MAINTENANCE ORGANIZATION. You, the Patient, may need to use the care of specialists, emergency rooms, and urgent care centers that are outside the scope of this Agreement. The Physician will make an appropriate determination about the scope of primary care services offered. Examples of common conditions we treat, procedures we perform, and medications we prescribe are listed on our website and are subject to change.

Practice Fee Schedule:

Periodic Practice Fee: (Annual or Monthly) (billed at the beginning of the service period)

This fee is for ongoing primary care services and is non-refundable. Scheduled in-person visits per year are available to you at no additional cost. Virtual visits (e-mail, electronic, phone) are also available at no additional cost. Some ancillary services will be passed through “at cost” (up to 10% markup). Examples of these ancillary services include laboratory testing and immunizations. Many services available in our office (such as EKGs) are available at no additional cost to you. Items available at no additional cost will be listed on our website and are subject to change. All Patient Practice fees paid at any time under this Agreement are nonrefundable, even if Patient elects early termination during the service period.

The membership fee schedule is:

Individual Patient Practice Fee:

\$165 MONTHLY

Or **\$1800 ANNUALLY**

Additional Adult Patient Practice Fee:

\$125 MONTHLY

Or **\$1350 ANNUALLY**

Per Child (to age 25) Practice Fee:

\$80 MONTHLY

Or **\$900 ANNUALLY**

Family Max Practice Fee:

\$450 MONTHLY

Or **\$5000 ANNUALLY**

Re-Enrollment Fee: The first month's periodic fee is charged at the time of registration and is nonrefundable. If a patient discontinues membership and wishes to re-enroll in the Practice, we reserve the right to decline re-enrollment or to require a re-enrollment fee of \$200.00.

After-Hours Visits

There is no guarantee of after-hours availability. This agreement is for ongoing primary care, not emergency or urgent care. Your Physician will make reasonable efforts to see you and be available electronically as needed after hours, if your Physician is available.

Acceptance of Patients

We reserve the right to accept or decline patients based upon our capability to appropriately handle the patient's primary care needs. We may decline new patients pursuant to the guidelines proffered in Section 6 (Term), because the Physician's panel of patients is full, or because the patient requires medical care not within the Physician's scope of services.

Appendix 2 - Itemized Fees/ Fee Schedule

Ongoing Primary Care is included with the Periodic Fee described in Appendix 1. Please see a list of some of the chronic conditions we routinely treat on the Practice website (subject to change). There are NO itemized fees for office visits.

In-Office Procedures we are generally comfortable performing are listed on the Practice website. These are typically available at no additional cost unless otherwise designated, and these are also subject to change.

Laboratory Studies will be drawn in the office at no additional charge and the Patient will be charged according to the direct price rate we have negotiated with the lab for labs not included in membership agreement. An example of common covered laboratory studies are listed on the practice website.

Pathology studies (most commonly skin biopsies) will be ordered in the most economical manner possible. Anticipated prices for these studies are available at time of procedure and subject to change.

Radiology studies will be ordered in the most cost effective manner possible for the Patient. Commonly ordered radiologic studies and prices are available at time of procedure and subject to change.

Surgery and specialist consults will be ordered in the most cost effective manner possible for the Patient.

Vaccinations are offered in our office in the most cost effective manner possible. Commonly ordered vaccinations and prices will be provided at time of order and subject to change.

Hospital Services are NOT covered by our membership plan. If you need to be hospitalized, you will be under the care of a Hospitalist. We will work collaboratively with your Hospitalist and coordinate your care following discharge from the hospital.

	Hometown Health, PLLC Services	
<u>Services</u>	Wellness Exams including Well Child & Sports Physicals	Included
	Unlimited Visits	Included
	Same Day/Next Day Visits	Included
	Telemedicine visits (email, phone, text, video chat)	Included
<u>Procedures</u>	EKG	Included
	Spirometry	Included
	Ingrown Toenail removal	Included
	Skin Lesion Removal or destruction (warts, sun spots, etc)	Included
	Joint Injections (knee, shoulder, trochanter, epicondyle)	Included
	Skin Lesion Excision & Biopsy (does not include pathology fee)	Included
	Pathology fee for removed skin lesions	Additional fee applies
	Laceration repairs	Included
	Pap Smears/HPV Testing	Additional fee applies
	Flu Shot	Included
	Td/Tdap Vaccine	Included
	Nebulizer treatments	Included
<u>Complex Care</u>	Diabetes Management	Included
	Hypertension Management	Included
	Hyperlipidemia (cholesterol) Management	Included
	Mental Health/Wellness	Included
	Hospital Follow-Up and/or Pre-Op Evaluations	Included
	Weight Management Planning	Included
<u>Labs/Imaging</u>	Urinalysis	Included
	Urine Pregnancy Test	Included
	Rapid Strep Testing and/or Rapid Flu Testing	Included
	In office INR test	Included
	In office A1c	Included
	All other labs (often <65% retail price)	Our cost + 10%
<u>Medication Discounts</u>	Discount Prescription Card and education about goodRx	Included