

Kahn Health PC
100 Valley Rd, Ste 102 Montclair NJ 07043
Phone: 973-965-8409
Fax: 973-425-5673
Email: doctors@kahnhealth.com

PATIENT AGREEMENT KAHN HEALTH PC

This Patient Agreement (the “Patient Agreement”) is entered into between KAHN HEALTH PC, a New Jersey professional corporation, located at 100 Valley Rd, Ste 102, Montclair NJ 07042 (“Kahn Health”) and the Patient, as defined below. The Effective Date of this Patient Agreement is the date last written below on which this Patient Agreement is Executed.

1. Welcome! Welcome to Kahn Health! Kahn Health is a medical practice that specializes in family medicine. In exchange for certain fees paid by you, Kahn Health, through its physicians, agrees to provide you with the Services described in this Patient Agreement on the terms and conditions set forth in this Patient Agreement.
2. Patients. Kahn Health will provide the Services (as defined below) to the following individuals, defined as “You” or the “Patient”.
3. Services. As used in this Patient Agreement, the term “Services” includes the Medical Services and Non-Medical Services offered under our Direct Primary Care Membership. “Medical Services” means those medical services that Kahn Health, through its physicians, is permitted to perform under the laws of the State of New Jersey and that are consistent with the physicians’ training and experience in family medicine. “Non-Medical Services” means the following non-medical services offered by Kahn Health and designed to work with you and your busy schedule. Kahn Health also offers various lifestyle medicine related and other services exclusive from our direct primary care membership and for a separate fee. For a detailed list of services included with the direct primary care membership, and the separate lifestyle medicine and other programs, please refer to our website, kahnhealth.com.
 - a. E-mail Contact. Kahn Health will provide Patient with the e-mail address of one or more of its physicians to which non-urgent communications can be addressed. Such communications shall be dealt with by Kahn Health 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 urgent situation or emergency, or any situation that Patient could reasonably expect may develop into an emergency.** Patient agrees that in such situations Patient will call 911 or the nearest emergency medical assistance provider and follow the directions of emergency medical personnel.
 - b. Access. Patient shall have access to Kahn Health via text message, email, video chat, and by phone during normal business hours. Outside of normal business hours, Kahn Health will provide patient with a phone number where a physician can be reached directly. However, patient understands and agrees that this number shall be used for time-sensitive matters only.

Patient understands and agrees that in the event of an urgent situation or emergency, or any situation that Patient could reasonably expect may develop into an emergency, Patient will call 911 or the nearest emergency medical assistance provider, and follow the directions of emergency medical personnel.

- c. Same day/next day appointments. If you call or email us before noon on a normal office day (Monday through Friday, excluding standard holidays), Kahn Health will make reasonable efforts to schedule an appointment the same day. If you call or email us after noon on a normal office day, Kahn Health will make reasonable efforts to schedule an appointment on or before the next normal office day.
 - d. Minimal wait times. Kahn Health will make reasonable effort to ensure that you are seen by a physician immediately upon arriving for a scheduled office visit or after only a minimal wait. If we think there will be a wait, we will let you know the projected wait time in advance.
 - e. Home or office visits. You can request that a Kahn Health physician see you in your home or office, and in situations where we consider such a visit reasonably necessary and appropriate, we will make reasonable efforts to comply with your request. If Patient expects all visits by the physician (including routine and wellness visits) to be made as Home Visits, Patient will select the “Home Visit” Payment Plan.
4. Coverage. Kahn Health’s physician(s) may from time to time not be available to provide the services referred to above. We will make a reasonable effort to inform you in advance when such absences are foreseeable and to arrange for a covering physician. During these absences, Patient’s calls to Kahn Health will be directed to the covering physician. Please note that, in some unforeseeable situations, Kahn Health may not be able to obtain coverage despite reasonable efforts.
5. Specialists. Kahn Health shall coordinate with medical specialists to whom Patient is referred to assist Patient in obtaining specialty care. Patient understands that fees paid under this Patient Agreement do not include and do not cover specialists’ fees or fees due to any medical professional other than those affiliated with Kahn Health.
6. Fee. In consideration for the Services, Patient Agrees to pay Kahn Health the following:
- Ages 0-21: \$35 per month (when signed up with a parent or guardian)
 - Ages 21 and up: \$85 per month
 - Enrollment fee: \$99 per month.

Patient agrees that the Enrollment Fee and the Monthly Fee shall be billed immediately upon execution of the Patient Agreement. The Patient Agreement shall automatically renew, and the Monthly Fee will be billed, each month thereafter, on or about the anniversary of the Effective Date. From time to time, Kahn Health may adjust its rates. If so, Kahn Health will provide reasonable advance notice of any such adjustment and this

Patient Agreement will continue on a month-to-month basis upon all of the same terms and conditions as contained here, at the adjusted rate, unless terminated as provided herein.

Patient agrees that all of the individuals listed at the end of this agreement are jointly and severally responsible for the Monthly Fee; provided, however, that the adult(s) listed shall be responsible for the Monthly Fee on behalf of any minor child(ren) listed.

7. Term; Termination. This Patient Agreement commences on the Effective Date and will continue on a month-to-month basis until terminated. When the Patient Agreement is terminated, you may continue to utilize Kahn Health's services until the end of the calendar month in which the Patient Agreement was terminated. By way of example, if you terminate the Patient Agreement on March 20, your services would continue until March 31. Notwithstanding the above, both Patient and Kahn Health shall have the absolute and unconditional right to terminate the Patient Agreement at any time for any reason. If Patient terminates the Patient Agreement and wishes to re-enroll with Kahn Health, Patient shall pay an re-enrollment fee determined by Kahn Health.
8. Non-Participation in Insurance. Patient acknowledges that neither Kahn Health nor its physicians participate in any health insurance or HMO plans or panels and have opted out of Medicare as detailed in Appendix 1. Neither Kahn Health nor its physicians make any representations whatsoever that any fees paid under this Patient 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. If the Patient is eligible for Medicare, or during the term of this Patient Agreement becomes eligible for Medicare, then Patient will sign the Medicare Opt-Out attached as Appendix 1. You understand that, if the Medicare Opt-Out applies to you and you decline to sign the Medicare Opt-Out in Appendix 1, Kahn Health may terminate this Patient Agreement.
9. Insurance or Other Medical Coverage. Patient acknowledges and understands that this Patient 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 directly provided by Kahn Health or its physicians. Patient acknowledges that Kahn Health 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 Patient Agreement is not a contract that provides health insurance, and this Patient Agreement is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry.
10. Communications. You acknowledge that communications with Kahn Health using e-mail, facsimile, video chat, instant messaging, and cell phone (including text message) are not guaranteed to be secure or confidential methods of communications. As such, you expressly waive the Physician's obligation to guarantee confidentiality with respect to correspondence using such means of communication. You acknowledge that all such communications may become a part of your medical records.

By providing e-mail address(es) and/or cell phone number(s), Patient authorizes Kahn Health and its physicians to communicate with Patient by e-mail, cell phone, and/or text message (collectively, “Electronic Communications”) regarding Patient’s “protected health information” (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations). By providing such information, you acknowledge, understand, and agree that:

- a. Electronic Communications are 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 Kahn Health and its staff will make reasonable efforts to keep Electronic Communications confidential and secure, neither Kahn Health nor its staff assure or guarantee the absolute confidentiality or security of Electronic Communications;
- c. In the discretion of the Physician, Electronic Communications may be made a part of Patient’s permanent medical record; and
- d. Patient understands and agrees that Electronic Communications are not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information. **In the event of an urgent situation or emergency, or any situation that Patient could reasonably expect may develop into an emergency,** Patient will call 911 or the nearest emergency medical assistance provider, and follow the directions of emergency medical personnel.
- e. If Patient does not receive a response to an Electronic Communication within one day, Patient agrees to use another means of communication to contact Kahn Health. Neither Kahn Health, nor the Physician will be liable to Patient for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Patient as a result of technical failures, including, but not limited to, (i) technical failures attributable to any internet service provider, (ii) power outages, failure of any electronic messaging software, or failure to properly address e-mail messages, (iii) failure of Kahn Health’s computers or computer network, including without limitation faulty telephone or cable data transmission, (iv) any interception of e-mail communications by a third party; or (v) your failure to comply with the guidelines regarding use of e-mail communications set forth in this Patient Agreement.

11. Change of Law. If there is a change of any federal, state, or local law, regulation or rule which affects the Patient Agreement or the activities of either party under the Patient 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 Patient Agreement, then that party may, upon written notice, require

the other party to enter into good faith negotiations to renegotiate the terms of the Patient Agreement including these Terms & Conditions. If the parties are unable to reach an agreement concerning the modification of the Patient Agreement within forty-five days after of date of the effective date of change, then either party may immediately terminate the Patient Agreement by written notice to the other party.

12. Severability. If for any reason any provision of this Patient 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 Patient 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. If such modification is not possible, that provision shall be stricken from the Patient Agreement, but the remaining provisions of the Patient Agreement shall be given full force and effect.
13. Amendment. No amendment of this Patient Agreement shall be binding unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, the Physician may unilaterally amend this Patient 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 Patient Agreement without the need for signature by the Parties and are effective as of the date established by Kahn Health, except that Patient shall initial any such change at Kahn Health’s request. Moreover, if Applicable Law requires this Patient Agreement to contain provisions that are not expressly set forth in this Patient Agreement, then, to the extent necessary, such provisions shall be incorporated by reference into this Patient Agreement and shall be deemed a part of this Patient Agreement as though they had been expressly set forth in this Patient Agreement. The Parties intend and agree that the Patient Agreement shall comply at all times with applicable law.
14. Assignment. This Patient Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient.
15. Relationship of Parties. Patient and Kahn Health intend and agree that Kahn Health and its physicians are independent contractors with respect to the Patient and that Kahn Health shall have exclusive control of the manner in which the Services are performed.
16. Legal Significance. Patient acknowledges that this Patient Agreement is a legal document and creates certain rights and responsibilities. Patient also acknowledges having had a reasonable time to review the Patient Agreement and has is satisfied with the terms and conditions of the Patient Agreement.
17. Miscellaneous. The parties agree that they have both had a chance to review and discuss this Patient Agreement. This Patient 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 Patient Agreement are used for convenience only and shall not limit, broaden, or qualify the text.

18. Entire Agreement. This Patient Agreement contains the entire Patient Agreement between the parties and supersedes all prior oral and written understandings and Patient Agreements regarding the subject matter of this Patient Agreement.
19. Jurisdiction; Venue. This Patient Agreement shall be governed and construed under the laws of the State of New Jersey, without regard to conflict of laws or choice of law provisions. The parties hereby irrevocably consent to personal jurisdiction in New Jersey and venue in any state or federal court located within the State of New Jersey.
20. Notices. Any legal notices served by one party on another shall be served in the following manner:

If to Kahn Health: Kahn Health PC
 100 Valley Rd, Ste 102
 Montclair NJ 07042

If to Patient: Address listed in Paragraph 2
 (except that notices to minor children will be directed to
 their parent(s) or guardian(s))

Again, welcome to Kahn Health! We look forward to a helping you on your journey to health and wellness.

[remainder of this page intentionally left blank]

Kahn Health PC

Patient (Adults and children):

Name:

Name:

Name:

Name:

Date:

Date:

By:

Jason Kahn D.O.
President

Malasa Kahn D.O.
Chief Medical Officer

Date:

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Kahn Health PC

Notice of Privacy Practices Your Information. Your Rights. Our Responsibilities.

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. **Please review it carefully.**

YOUR RIGHTS

Get a copy of your medical records: You can ask to see or get a copy of your medical record at any time. We will do this within 30 days of a request. We can release it directly to you with written notice from you or to another provider with your signed authorization from their office.

Ask us to correct your medical record: You can ask us to correct information about you that you think is incorrect or incomplete. We may say no, but if we do, we will notify you in writing within 60 days with our reasoning.

Ask us to limit what we use or share: You can ask us not to share certain health information for treatment, payment, or our operations. We are permitted to say, “no” to your request but only if we deemed it would affect your care. Because we do not bill insurance, we will not send information to your insurance company for payment unless the law requires us to share it.

Get a list of those with whom we’ve shared info: You can ask for a list of the times we’ve shared your information for six years prior to the date you ask, who we shared it with, and why.

Get a copy of this privacy notice: You can ask for an emailed copy of this notice at any time. If you prefer paper, let us know and we will give you that as well.

Choose someone to act for you: If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. We will check that that person has authority to act for you before we act on their request.

File a complaint if you feel your rights are violated: You can complain if you feel we have violated your rights by contacting us (information below). You can file a complaint with the US Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C., 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/. We will not retaliate against you for filing a complaint.

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YOUR CHOICES

You have the right to tell us how to share your information: Please list who you would like us to share medical information with (friends, family, caregivers, etc.)

We will only share with other healthcare providers directly involved with your care and those listed above. In the event of an emergency, where you cannot give us information on your preferences, we will share with others only if we believe it is in your best interest. We may also share your information when needed to lessen a serious or imminent threat to health or safety.

Email & Text Messaging:

_____ Please initial if you authorize Kahn Health to use non-secure email and non-secure text messaging to communicate with you.

In initialing above, you acknowledge that:

- Your “protected health information” (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations) will not be secured by cell phone and email communication which are not considered confidential or secure, and where there is always a possibility that a third party may gain access.
- You waive Kahn Health DPC obligation to guarantee confidentiality with respect to correspondence via these means.
- Cell & email communication can become part of the permanent medical record.

OUR USE AND DISCLOSURES

We typically will share your private health information with:

- Other healthcare professionals who are actively treating or evaluating you.
- Data analysts if we collect data on our practice in order to improve the care you receive.
- Life or disability insurance applications when we receive a signed authorization from you.

PATIENT SIGNATURE:

Signing in acknowledgement of the above

Date