



## Agreement and Consent Form

### **Welcome!**

We believe that a strong, healthy physician-patient relationship is key to attaining the best healthcare. Thus, we invite you to review this agreement to establish a mutual understanding between us. By enrolling in membership with Out of the Box Direct Primary Care and providing a payment method, you acknowledge that you agree to the terms within this Agreement.

### **1. Non-Discrimination:**

The Practice will not, under any circumstances, discriminate against any person or terminate any Membership Agreement based on ancestry, citizenship, color, disability, gender, genetic information, immigration status, marital status, medical condition, national origin, primary language, race, religion, sex, sexual orientation, or any other protected status.

The Practice reserves the right to accept or decline potential members based upon the Practice's capability to manage appropriately the primary care needs of their Patients. We can provide our high level of services because we are capping enrollment to around 650 patients. When we become full, potential enrollees will be placed on a waiting list in the order that they contacted us.

### **2. Fee Schedule**

The current Monthly Membership fees are shown below. Amounts shown are the amount paid per month per member:

<u>Membership type</u>	<u>Monthly Fee</u>
<i>Adult: Ages 27+</i>	\$75
<i>Young Adult: Ages 18-26</i>	\$45
<i>Dependent Child: Ages 12-17</i>	
with an enrolling Adult	\$25
without an enrolling Adult	\$35
<i>Small Business:</i>	
3 or more enrollees	\$67

**Annual Membership Bonus: Prepayment for 11 months gets the 12th month FREE!!**

### **3. Billing:**

Membership is on a month-to-month basis, beginning on the date of enrollment and is automatically rebilled each month. During enrollment, the auto-draft date is selected from 6 days throughout the month. The first month's full fee will be charged upon enrollment. The second month's fee will be prorated based upon the dates of enrollment and first auto-draft. Thereafter, the full monthly membership fee will be drafted on the same day of each month. Membership renews on the day following each auto-draft and continues until the date of the next auto-draft. Membership automatically renews in this manner until the Practice receives written notice otherwise. Membership will automatically lapse if the Practice does not receive payment within 30 days of the scheduled auto-draft.

The Monthly Membership Fee covers those services listed in the "Standard Services Provided" section below. Payment for medications and other services provided are due on the day of service.

Members are responsible for all charges from outside care, such as emergency transport, specialist visits, hospitalizations, emergency rooms, imaging, and some labs.

### **4. OUT OF THE BOX DIRECT PRIMARY CARE IS NOT INSURANCE:**

Membership with the Practice is not an insurance plan. The Practice advises all members to carry "catastrophic" healthcare coverage for emergencies, hospitalizations, or surgeries. The Practice does not sell insurance plans or bill insurance companies for services. We do not bill Medicare or Medicaid. Insurance coverage is not required to become a member of the Practice.

Members have the responsibility to check with their employer, tax advisor, and/or health insurance representative about using HRA, HSA, FSA, medical reimbursement plan, or cafeteria plans to pay for Membership Fees.



### **5. Changes in Services:**

The Practice will periodically add additional services. Our goal is to add as many “Standard Services Provided” as we can. We will also add more additional discounted services. Also, the Practice may need to reduce, remove, or charge more for some services in the future. The Membership Fee will not increase more often than once every 2 years. Members will receive a detailed explanation at least 2 months before any reductions in services or increases in fees.

### **6. Office Hours:**

The Practice does not have walk-in visits for non-members. All in-office visits require an appointment. To the best of its ability, the Practice will have appointments available on the day a member calls (if before 10 am) or the following day. There is no limit to a member’s number of in-office or telemedicine visits. Members are expected to use the services of the Practice appropriately. All appointments are scheduled for a minimum length of 30 (thirty) minutes. In-office appointments will be available during the following Office Hours:

Monday:	8 am – 5 pm	Friday:	8 am – 5 pm
Tuesday:	8 am – 1 pm	Saturday:	8 am – 5 pm
Wednesday:	<i>closed</i>	Sunday:	<i>closed</i>
Thursday:	1 pm – 7 pm		

The office will be closed New Year’s Day, January 29th, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

### **7. Vacation Policy:**

The Practice will be closed for 3 weeks throughout the year for vacation. Members will be informed at least 1 month ahead and will receive additional reminders prior to the date. This will give adequate time for members to arrange for refills and schedule visits beforehand. Members will usually be able to reach Dr. Lee by phone for urgent matters during vacation. Depending on cell coverage, Dr. Lee may take a little while longer to respond. When Dr. Lee is unavailable, members may occasionally need to visit an Urgent Care Center, Emergency Room, or other medical professional at their own expense.

### **8. Communicating with the Practice:**

Members will be given direct cell phone numbers and email addresses for both Dr. Lee and the Business Manager. This is a privilege given only to Out of the Box Direct Primary Care members and as such, members will not share this information with non-members. Members should communicate with Dr. Lee and the Practice in the following manner:

- A. For all **EMERGENCIES**** (injuries or illnesses that pose an immediate risk to life or long-term health), members should immediately **DIAL 911**.
- B. Phone calls:** Phone calls directly to Dr. Lee should be used only for **extremely urgent, non-emergency** situations. During office hours when Dr. Lee is with patients, all phone calls will be forwarded to the Business Manager for immediate attention. Outside of office hours, calls to Dr. Lee go directly to her. Dr. Lee will make every effort to return urgent phone calls as soon as possible.
- C. Text Messaging:** Text messages should be used for **urgent, time-sensitive matters**. Dr. Lee and the Business Manager will check text messages throughout the day as appointments permit. Text messages will not be checked between 9 pm and 7 am. Every effort will be made to respond to texts within 24 hours.
- D. Email: Most communication** with Dr. Lee and the Practice should be conducted through email or in person. Dr. Lee checks her email throughout the day as appointments permit. Email should **not** be used for emergency, urgent, or time-sensitive information. If no response is received within 48 hours, member should resend the email and immediately contact the Practice using an alternate method.
- E. Video Conferencing:** At her discretion, Dr. Lee may offer a video conference in the place of an in-office visit. For the best medical care, an in-person follow-up visit may be required.



## **9. Prescriptions:**

Dr. Lee does not prescribe chronic controlled substances except for when she decides they are medically appropriate. These include, but are not limited to, commonly abused opioids, benzodiazepines, and stimulants. If Dr. Lee determines controlled substances are appropriate for treatment, then the member must sign a separate Controlled Substance Treatment Agreement prior to issuance of the prescription. Dr. Lee will only refill prescriptions for controlled substances during an in-office visit. Members may be required to pass a urine drug screen prior to starting or refilling any prescription for a controlled substance.

As a Physician in the state of Georgia, Dr. Lee may dispense prescription medication from her office. One of the goals of the Practice is to help its members find the most affordable medications. The Practice will be able to provide some at close to wholesale prices. The Practice does not provide medications to non-members. The Practice will do its best to inform members if their medications may be cheaper from local pharmacies. Members are not obligated to purchase medications from the Practice.

## **10. Leaving the Practice:**

As part of a mutually respectful relationship, Members are expected to bring all complaints and questions to Dr. Lee or the Business Manager as soon as possible. We ask for the opportunity to discuss and be given a chance to find a resolution to any issues before a member leaves or posts an online review. If either Dr. Lee or the member feels that the relationship is not working out, then each may terminate this agreement as outlined below.

Members may leave the practice at any time after providing written notice. Membership will lapse at the end of the currently paid billing cycle. Thereafter, the Practice will provide 30 days of refills and help transfer records and care to the patient's next physician. Departing patients remain responsible for any outstanding balances on their account.

The Practice may decide that continuing the membership relationship is not in the mutual best interest of all parties. Out of the Box DPC will not terminate any membership based solely on health status. Reasons that may put membership at risk of termination include, but are not limited to, the following:

- A. Failure to pay owed fees within a reasonable time,
- B. Abusive, disrespectful, or threatening behavior or communication,
- C. Failure to comply with all terms of a Controlled Substance Treatment Agreement,
- D. Fraudulent behavior, or
- E. The practice closes.

## **11. Rejoining the Practice:**

Members may be allowed to rejoin at the sole discretion of Dr. Lee and if space is available. Only those whose membership lapsed or who voluntarily chose to disenroll may rejoin. Former members may not rejoin if membership was terminated as per #10 above. Before receiving any further services, returning members must pay a \$150 Re-enrollment Fee, all past due amounts, and one month's Monthly Membership Fee. Rejoining members will be charged at the current rate if the Membership Fee increased while membership was lapsed. Members will be offered only one opportunity to rejoin.

## **12. Miscellaneous:**

**A. Privacy of Communications:** Though the Practice complies with HIPAA, electronic communications (e-mail, facsimile, video chat, instant messaging and cell phone) cannot be absolutely guaranteed to be secure or confidential. Members authorize the Practice to communicate Private Health Information (PHI) via electronic communications knowing it is not necessarily secure. As such, member expressly waives Dr. Lee's obligation to guarantee confidentiality with respect to correspondence using electronic communications. If the member sends PHI to Dr. Lee via electronic communication, they agree that she may thereafter respond in kind. The member acknowledges that: (a) Electronic communication is 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 Dr. Lee will make all reasonable efforts to keep electronic communications confidential and secure, neither Out of the Box Direct Primary Care LLC nor Dr. Lee can assure or guarantee the absolute confidentiality of such; (c) Any electronic communications may become a part of a member's medical record. If a response to an e-mail message is not received within two days, the member agrees to use another means of communication to contact the Practice. Neither Out of the Box Direct Primary Care LLC, nor Dr. Lee will be liable for any loss, cost, injury, or expense caused by, or resulting from, a delay in response 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 the Practice's computers or computer network, or faulty telephone or cable data transmission, (iv) any interception



of e-mail communications by a third party; or (v) member's failure to comply with the guidelines regarding use of e-mail communications set forth in this paragraph.

**B. 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.

**C. Reimbursement for services rendered:** If this Agreement is held to be invalid for any reason, and if the Practice is therefore required to refund all or any portion of the monthly fees paid, member agrees to pay the Practice an amount equal to the reasonable value of the services actually rendered during the period of time for which the refunded fees were paid.

**D. Amendment:** No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all the parties. 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. Members will be informed any time such provisions are to be incorporated into this Agreement.

**E. Relationship of Parties:** Members and Dr. Lee intend and agree that Dr. Lee, in performing her 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 Dr. Lee shall have exclusive control of her work and the manner in which it is performed.

**F. Legal Significance:** Members acknowledge that this Agreement is a legal document and creates certain rights and responsibilities. Members also acknowledge having had a reasonable time to seek legal advice regarding the Agreement and have either chosen not to do so or have done so and are satisfied with the terms and conditions of the Agreement.

**G. 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.

**H. 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.

**I. Jurisdiction:** This Agreement shall be governed and construed under the laws of the State of Georgia and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Out of the Box Care Direct Primary Care LLC's address in Cherokee County, Ga.

**J. Service:** All written notices are deemed served if sent by certified mail to the address provided by the member during enrollment. All written notices to the Practice should be sent by certified mail to Out of the Box Direct Primary Care, 1025 Rose Creek Drive, Suite 620-337, Woodstock, GA 30189.

### **13. Decision to Join:**

Members acknowledge that they are voluntarily becoming a member of the Practice and that this Agreement is non-transferable. Membership begins upon completion of enrollment and provision of payment information. By completing the enrollment process, member acknowledges that they have reviewed this entire Agreement and have been given the opportunity to ask questions and receive answers about its content. By joining the Practice, member consents to receiving medical care from Dr. Lee.

### **14. Privacy:**

The Practice will only share medical information with those persons specifically named during enrollment, and with those referrals who will also be participating in their care, unless the law requires otherwise. The Practice does not provide information to insurance companies.

(Rest of this page intentionally left blank, Agreement continues on the following page)



### **15. Standard Services Provided:**

The following services are provided to members of the Practice at no additional charge:

#### **Primary Care Services:**

- |                                     |                                     |                    |
|-------------------------------------|-------------------------------------|--------------------|
| ✓ Unlimited in-person office visits | ✓ Annual physicals                  | ✓ Acute bronchitis |
| ✓ Unlimited telemedicine visits     | ✓ Wait time usually less than 5 min | ✓ Sore throat      |
| ✓ Next- or same-day appointments    | ✓ Sports physicals                  | ✓ Skin infections  |
|                                     | ✓ Urinary tract infection           | ✓ Joint injuries   |
|                                     | ✓ Sinus infection                   | ✓ "Sick" visits    |
|                                     |                                     | ✓ Family planning  |

#### **Chronic condition management:**

- |                                |                           |                                     |
|--------------------------------|---------------------------|-------------------------------------|
| ✓ High blood pressure          | ✓ Anxiety                 | ✓ Records explanation               |
| ✓ Diabetes                     | ✓ Depression              | ✓ Hormone Replacement Therapy (HRT) |
| ✓ High cholesterol             | ✓ ADHD                    | ✓ Hospital pre-admission exams      |
| ✓ Emphysema                    | ✓ Insomnia                | ✓ Hospital follow-up                |
| ✓ COPD                         | ✓ Osteoporosis            | ✓ Advance care planning             |
| ✓ Heart Disease                | ✓ Weight management       |                                     |
| ✓ Asthma                       | ✓ Smoking cessation       |                                     |
| ✓ Arthritis                    | ✓ Skin conditions         |                                     |
| ✓ Gout                         | ✓ Referral to specialists |                                     |
| ✓ Thyroid disease              | ✓ Medication review       |                                     |
| ✓ Specialist care Coordination | ✓ Medication reduction    |                                     |
|                                | ✓ Records review          |                                     |

#### **Laboratory and Diagnostic Services:**

- |                    |                                |                                         |
|--------------------|--------------------------------|-----------------------------------------|
| ✓ EKG              | ✓ Blood glucose                | ✓ Blood pressure check                  |
| ✓ Vision Screening | ✓ Blood in Stool               | ✓ Discounted pricing on additional labs |
| ✓ Pulse Oximetry   | ✓ Annual standard lab panel    | ✓ Pregnancy test                        |
| ✓ Peak Flow        | ✓ Pap smears (pathology extra) |                                         |
| ✓ Urinalysis       |                                |                                         |
| ✓ Microalbumin     |                                |                                         |

#### **Office Procedures:**

- |                    |                            |                                               |
|--------------------|----------------------------|-----------------------------------------------|
| ✓ Minor suturing   | ✓ Toenail trimming         | ✓ Abscess incision and drainage               |
| ✓ Suture removal   | ✓ Ear cleaning             | ✓ Foreign body removal                        |
| ✓ Skin tag removal | ✓ Trigger point injections | ✓ Discounted pricing on additional procedures |
| ✓ Wart removal     | ✓ Dermal biopsies          |                                               |
| ✓ Cryosurgery      | ✓ Nebulizer treatments     |                                               |
| ✓ Wound care       |                            |                                               |
| ✓ Ingrown toenails |                            |                                               |

#### **Discount Medications**

- ✓ Some prescriptions available at up to 95% discount compared to local retail prices.
- ✓ Leave with your medications in hand.
- ✓ Automatic refill reminders.