DIRECT PRIMARY CARE PATIENT AGREEMENT
aLine Health, LLC.

This is an Agreement between aLine Health, LLC ("Practice"), a Louisiana limited liability company, located at _____, Dr. Mary (Mandy) Crow ("Physician"). and _____, ("You" or "**Patient"**).

Background

The Physician, practices family medicine, delivers care on behalf the Practice in Shreveport, Louisiana. In exchange for certain fees paid by You, the Practice, through its Physician(s), agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement. The practice website is alinehealthdpc.com .

Definitions

1. Patient. A patient is defined as those persons for whom the Physician and/or the Practice shall provide Services, and who are signatories to, or listed on the documents attached hereto as Appendix 1, and incorporated by reference, to this Agreement.

2. Services. As used in this Agreement, the term Services, shall mean a package of ongoing primary care services, both medical and non-medical, and certain other amenities (collectively "Services"), which are offered by Practice, and set forth in Appendices 1 and 2 attached hereto. The Patient will be provided with methods to contact the Physician via phone, email, and other methods of electronic communication. The 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. Fees. In exchange for the services described herein, the Patient agrees to pay the Practice, the amount as set forth in Appendices 1 and 2, attached hereto. Applicable enrollment fees are payable upon execution of this Agreement. If this Agreement is terminated by either party before the end of an applicable monthly period, then the Practice shall seek only partial payment for the final month of service based on the number of days of membership provided to the patient and the itemized charges, set forth in Appendix 2, for services rendered to the Patient up to the date of termination.

4. Non-Participation in Insurance. Patient acknowledges that neither the Practice nor the Physician participate in any health insurance or HMO plans. The Physician has opted out of Medicare. The Patient acknowledges that federal regulations REQUIRE that the Physician opt out of Medicare so that Medicare patients may be seen by the Practice pursuant to this Agreement. Neither the Practice nor the Physician makes any representations regarding third party insurance reimbursement for fees paid under this Agreement. 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 Agreement becomes eligible for Medicare, then Patient will sign the agreement attached hereto as Appendix 3. This Agreement acknowledges your understanding that the Physician has opted out of Medicare, and as a result, Medicare cannot be billed for any services performed for You by the Physician or the Practice. You agree not to bill Medicare or attempt Medicare reimbursement for any such services.

5. Insurance or Other Medical Coverage. The Patient acknowledges and understands that this Agreement is not an insurance plan and is 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 the Practice, or its Physician. The Patient acknowledges that the Practice has advised that the Patient obtain or keep in full force such health insurance policy(ies) or plans that will cover Patient for general healthcare costs. The Patient acknowledges that THIS AGREEMENT IS **NOT** A CONTRACT THAT PROVIDES HEALTH INSURANCE, taken alone 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 only for the Services set forth in Appendices 1 and 2, and the Patient may need to visit the emergency room or urgent care from time to time. The Physician will make every effort to be available on a reasonable basis via phone, email, other methods such as "after hours" appointments when appropriate, but the Physician cannot guarantee availability.

6. Term. This Agreement will commence on the date it is signed by the Patient and the Physician and Practice below and will renew on a monthly basis unless notice of termination is given. 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. The Patient may terminate the agreement with twenty-four hours prior notice, but the Practice 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. 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. Examples of reasons the Practice may wish to terminate the agreement with the Patient may include but are not limited to:

The Patient fails to pay applicable fees owed pursuant to Appendices 1 and 2 per this Agreement;

a. The Patient has performed an act that constitutes fraud;

b. The Patient repeatedly fails to adhere to the recommended treatment plan, especially regarding the use of controlled substances;

c. The Patient is abusive, or presents an emotional or physical danger to the staff or other patients of the Practice;

d. The Practice discontinues operation; and

e. The 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. The Practice may also may terminate a patient without cause in compliance with applicable patient abandonment laws.

7. Privacy & Communications. You acknowledge that communications with the Physician using e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. The Practice and the Physician 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, 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.

8. 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.

9. 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 the Practice an amount equal to the fair market value of the Services actually rendered to Patient by the Physician or the Practice during the period of time for which the refunded fees were paid.

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

11. Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Louisiana. The exclusive venue and jurisdiction for all disputes arising out of or related to this Agreement or any Services provided to the Patient by the Practice or the Physician shall be a court of competent jurisdiction located in Caddo Parish, Louisiana.

12. Patient Understandings (initial each):

_____ I understand that 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 that neither the Practice nor the Physician will file or fight any third-party insurance claims on my behalf.
_____ I understand that the Physician will not prescribe chronic controlled substances on my behalf.
(These include commonly abused opioid medications, benzodiazepines, and stimulants.)
_____ In the event I have a complaint about the Practice I will first notify the Practice directly.
_____ I understand that 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.

Patient Name: _____

Patient (or Guardian) Signature: _____ Date:_____

Physician Name: _____

Physician Signature: _____ Date:_____

APPENDIX 1 aLine Health Periodic & Enrollment Fees

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

Fee Schedule

Enrollment Fee – The Enrollment Fee is charged when the Patient enrolls with the Practice and is nonrefundable. This fee is subject to change. If a Patient discontinues membership and wishes to re-enroll in the Practice, we reserve the right to decline re-enrollment or to require that the re-enrollment fee reflect an amount equivalent to the months of absent payments when dis-enrolled from the Practice.

Your Enrollment fee is $110.00.

Monthly Periodic Fee (billed at the end of the service period) – This fee is for ongoing primary care Services. This fee includes office visits at the location described above. Your number of virtual visits (e-mail, electronic, phone) are not capped. We prefer that you schedule visits more than 24 hours in advance when possible. Some ancillary services will be passed through "at cost" (no markup by us). Examples of these ancillary services include dispensed medications and these are described in Appendix B. Many services available in our office (such as EKGs) are available at no additional cost to you. Items available at no additional cost are located at the Practice and are subject to change.

The monthly periodic fee is $89.00 per month (due at the end of the month of service).

The monthly periodic fee will be billed on the 1st of the 5th of the month following your enrollment. (after the ongoing primary care has been provided) and the patient is entitled to leave the practice at any time and be assigned a prorated final bill based upon the date of withdrawal from the practice.

After-Hours Visits

There is no guarantee of after-hours availability. This Agreement is for ongoing primary care, not emergency or urgent care. The Physician will make reasonable efforts to see you as needed after hours if the physician is available.

Acceptance of Patients

The Practice and the Physician 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 (capped at 650 patients or fewer), or because the patient requires medical care not within the Physician's scope of services.

APPENDIX 2 aLine Health Itemized Fees

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 that are included in the Services provided to the Patient are available the Practice Location. Those procedures are available at no additional cost to the Patient unless otherwise designated, and these are also subject to change.

Laboratory Studies will be performed at an offsite location. The fees for laboratory studies will be paid by the Patient at the time the orders are given.

Medications will be ordered in the most cost-effective manner possible for the Patient. When the Practice of the Physician dispenses medications in the office, those medications will be made available to the patient at wholesale cost. Examples of commonly dispensed medications and their prices (subject to change) are available upon request. There is a small fee added for bottles and labeling.

Pathology Studies (most commonly skin biopsies) will be ordered in the most economical manner possible for the Patient. Anticipated prices for these studies (subject to change) are available at the Practice and will be provided before studies are sent for pathology review.

Radiology studies will be ordered in the most cost-effective manner possible for the Patient. Commonly ordered radiologic studies and prices (subject to change) are available at the Practice Location.

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

Vaccinations are NOT offered in by the Practice at this time due to the cost prohibitive nature of stocking a limited supply. The Practice and the Physician will make an effort to help you obtain needed vaccinations else ware in the most cost-effective manner possible.

Hospital Services are NOT included in the Ongoing Primary Care provided by the Practice and the Physician pursuant to this Agreement. Due to mandatory “on call” duties required at local institutions, the Physician has elected NOT to obtain formal hospital admission privileges at this time.

Obstetric Services are NOT included in the Ongoing Primary Care Services provided by the Practice and the Physician pursuant to this Agreement.

Appendix 3 aLine Health Medicare Patient Understandings

This agreement is between aLine Health, LLC ("Practice"), Dr. Mary Crow ("Physician"), and
Medicare Beneficiary: _____ ("Beneficiary")
Who resides at: _____
With Medicare ID #: _____

The patient is a Medicare Part B beneficiary seeking services covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997. The Practice has informed Beneficiary or his/her legal representative that Physicians at the Practice have opted out of the Medicare program. The Physicians in the Practice have not been excluded from participating in Medicare Part B under [1128] 1128, [1156] 1156, or [1892] 1892 of the Social Security Act.

Beneficiary or his/her legal representative agrees, understands and expressly acknowledges the following: (Initial Each)

_____ Beneficiary or his/her legal representative accepts full responsibility for payment of the physician's charge for all services furnished by the physician.

_____ Beneficiary or his/her legal representative understands that Medicare limits do not apply to what the physician may charge for items or services furnished by the physician.

_____ Beneficiary or his/her legal representative agrees not to submit a claim to Medicare or to ask the physician to submit a claim to Medicare.

_____ Beneficiary or his/her legal representative understands that Medicare payment will not be made for any items or services furnished by the physician that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.

_____ Beneficiary or his/her legal representative enters into this contract with the knowledge that he/she has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and the beneficiary is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other physicians or practitioners who have not opted out.

_____ Beneficiary or his/her legal representative understands that Medi-Gap plans do not, and that other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.

_____ Beneficiary or his/her legal representative acknowledges that the beneficiary is not currently in an emergency or urgent health care situation.

_____ Beneficiary or his/her legal representative acknowledges that a copy of this contract has been made available to him.

By: _____ Date:_____
Medicare Beneficiary or his/her legal representative

By: _____ Date:_____
On behalf of aLine Health, LLC

By: _____ Date:_____
Dr. Mary (Mandy) Crow

aLine Health
Direct Primary Care
Notice of Privacy Practices

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.**

Uses and Disclosures

The following categories describe the different ways in which we may use and disclose your individually identifiable health information, unless you object:

Treatment. Your health information may be used by staff members or disclosed to other health care professionals for the purpose of evaluating your health, diagnosing medical conditions, and providing treatment. For example, results of laboratory tests and procedures will be available in your medical record to all health professionals who may provide treatment or who may be consulted by staff members. Additionally, we may disclose your health information to others who may assist in your care, such as other healthcare providers, your spouse, your children or parent. You have the right to restrict certain disclosures of Protected Health Information to your health plan, when you pay out of pocket in full for the heathcare item or service.

Payment. Your health information may be used in order to bill and collect payment for the services and items you may receive from us. For example, we may use and disclose your health information to obtain payment from third parties that may be responsible for such costs, such as family members. Also we may use your health information to bill you directly for services and items.

Health care operations. Your health information may be used as necessary to support the day to day activities and management of **aLine Health**. For example, information on the services you received may be used to support budgeting and financial reporting, activities to evaluate and promote quality, to develop protocols and clinical guidelines, to develop training programs, and to aid in credentialing medical review, legal services, and insurance.

Appointment reminders. Your health information will be used by our staff to contact you and send you appointment reminders.

Information about treatments. Your health information may be used to send you information that you may find interesting on the treatment and management of your medical condition. We may also send you information describing other health related products and services that we believe may interest you.

Law enforcement. Your health information may be disclosed to law enforcement agencies to support government audits and inspections, to facilitate law enforcement investigations, and to comply with government mandated reporting.

Release of Information to Family/Friends. Our practice may release your health information to a friend or family member that is involved in your care, or who assists in taking care of you. For example, a parent or guardian may ask that a babysitter take their child for an appointment. In this example, the babysitter or friend may have access to this child's medical information.

Patient mass communication. We may use your name and email address(es) and/or text numbers to contact you with bulk messaging. For instance, to share new promotions for the clinic, to send clinic newsletters, or to notify you of a physician's upcoming absence, such as for vacations. We do not do any fundraising, but if we did you have the right to opt out of this communication.

Breach Notification Requirements. If a breach affects 500 individuals, the covered entities must notify the Secretary without unreasonable delay and in o case later than 60 days following a breach. If a breach affects fewer than 500, individuals, the covered entity may notify the Secretary annually.

Other uses and disclosures in certain special circumstances.

- **Public Health Risks -** (i.e. vital statistics, child abuse/neglect, exposure to communicable diseases, reporting reactions to drugs or problems with products or devices.)
- **Health Oversight Activities and School Immunization Records**
- **Lawsuits and Similar Proceedings** – May use or disclose in response to a court or administrative order, if you are involved in a lawsuit or similar proceeding or in response to a discovery request, subpoena, or other lawful process.
- **Deceased Patients –** may be required to release to a medical examiner or coroner. If necessary, we may also release information in order for funeral director to perform their jobs.
- **Organ and Tissue Donation**
- **Serious Threats to Health or Safety**
- **Military** - If you are a member of the U.S. or foreign military forces (including veterans) and if required by the appropriate authorities.
- **National Security**
- **Inmates** – Our practice may disclose your health information to correctional institutions or law enforcement officials if you are an inmate or under the custody of a law enforcement official. Disclosure would be necessary for the institution to provide health care services to you, for the safety and security of the institution, and/or to protect your health and safety or the health and safety of others.
- **Worker's Compensation**

Disclosures of your health information or its use for any purpose other than those listed above requires your specific written authorization. If you change your mind after authorizing a use or disclosure of your information, you may submit a written revocation of the authorization. However, your decision to revoke the authorization will not affect or undo any use or disclosure of information that occurred before your notified us of your decision to revoke your authorization.

Your Rights

You have certain rights under the federal privacy standards. These include:

● The right to request restrictions on the use and disclosure of your protected health information for treatment, payment, or health care operations. You have the right to restrict our disclosure to only certain individuals involved in your care or the payment for your care, such as family members and friends. We are not required to agree to your request; however, if we do not agree, we are bound by our agreement except when otherwise required by law, in emergencies or when the information is necessary to treat you. You must make your request in writing to the attention of the Privacy Officer. Your request must be described in a clear and concise fashion: a) the information you wish restricted; b) whether you are requesting to limit our practice's use, disclosure or both; c) to whom you want the limits to apply.

● The right to receive confidential communications concerning your medical condition and treatment

● The right to inspect and copy your protected health information. We will provide a copy or summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee. Our practice may deny your request to inspect and/or copy in certain limited circumstances; however, you may request a review of the denial.

● The right to amend or submit corrections to your protected health information. This request must be made in writing and submitted to Privacy Officer with reasons to support your request. We may deny your request if you ask us to amend information that is in our opinion: a) accurate and complete; b) not part of the health information kept by or for the practice; c) not part of the health information which you are permitted to inspect and copy; or d) not created by our practice, unless the individual or entity that created is not available to amend the information. We will provide a written explanation for any denial in 60 days.

● The right to receive an accounting of how and to whom your protected health information has been disclosed. We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any that you asked us to make). We will provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

● The right to receive a printed copy of this notice, even if you have agreed to receive the notice electronically.

Requests to Inspect Protected Health Information

You may generally inspect or copy the protected health information that we maintain. As permitted by federal regulation, we require that requests to inspect or copy protected health information be submitted in writing. You may obtain a form to request access to your records by contacting your physician and/or privacy officer. Your request will be reviewed and will generally be approved unless there are legal or medical reasons to deny the request.

aLine Health Duties

We are required by law to maintain the privacy of your protected health information and to provide you with this notice of privacy practices. We also are required to abide by the privacy policies and practices that are outlined in this notice.

Right to Revise Privacy Practices

As permitted by law, we reserve the right to amend or modify our privacy policies and practices. These changes in our policies and practices may be required by changes in federal and state laws and regulations. Upon request, we will provide you with the most recently revised notice on any office visit. The revised policies and practices will be applied to all protected health information we maintain.

Complaints

If you would like to submit a comment or complaint about our privacy practices, you can do so by sending a letter outlining your concerns to:

aLine Health
Attn: Privacy Officer
2210 Line Ave. Suite 104
Shreveport, LA 71104

If you believe that your privacy rights have been violated, you should call the matter to our attention by sending a letter describing the cause of your concern to the same address. You will not be penalized or otherwise retaliated against for filing a complaint.

This notice is effective on or after August 2019