



PATIENT AGREEMENT

Mulberry Clinics, LLC

This is an agreement between Mulberry Clinics LLC, a Tennessee Limited Liability Company, located at 5328 Main St., Ste. K, Spring Hill, TN 37174 (Mulberry Clinics), and (print name of all patients on your Patient Registration Form)

_____ (Patient or You),

whose address is _____

Mulberry Clinics, LLC, through its Physician(s), agrees to provide patients with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

- 1. Patient.** A patient is defined as those persons from whom the Physician(s) shall provide Services, and who are signatories to, or listed on the patient Registration Form that is incorporated by reference in this Agreement.
- 2. Services.** As used in this Agreement the term Services shall mean a package of services, both medical and non-medical, and certain amenities (collectively "Services"), offered by Mulberry Clinics, subject to change without further notice and further described at MulberryClinics.com and the Patient Registration Form (attached as Appendix 1)
- 3. Fees.** In exchange for the services described herein, Patient agrees to pay Mulberry Clinics the amount as set forth in the Patient Registration Form. These fees are payable upon execution of this Agreement, and are in payment for the services provided to the patient during the term of this Agreement. If this Agreement is cancelled by Mulberry Clinics before the Agreement termination date, then Mulberry Clinics shall refund the Patients prorated share off the payments remaining after deducting individual charges for services rendered to the Patient up to cancellation. If the Patient cancels this Agreement, no refunds will be given. In any event, no refunds will be given for registration fees paid.
- 4. Non-Participation in Insurance.** Patient acknowledges that neither Mulberry Clinics nor the Physician(s) participate in any health insurance or HMO plans or panels and all have opted out of Medicare. Neither of the above make any representations whatsoever that any fees paid under this Agreement are covered by any health insurance or any 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 agreement becomes eligible for Medicare, then the Patient will sign the Agreement attached as Appendix 2, and incorporated by reference. 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. You agree to not bill Medicare or attempt Medicare reimbursement for any such services. Patients shall renew and sign the agreement in Appendix 2 each year.
- 5. 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). Mulberry Clinics will not cover hospital services, specialist visits, emergency room visits, surgeries, advanced radiology and imaging, worker's compensation claims or any other services not personally provided by Mulberry Clinics or Physicians. Patient acknowledges that Mulberry Clinics has advised that the Patient obtain or keep in full force such as 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, and this Agreement is not intended to replace any existing or future insurance or health plan coverage that Patient may carry.
- 6. Medical Services.** As used in this Agreement, the term Medical Services shall mean that the Physician himself is permitted to perform under that laws of the State of Tennessee and that are consistent with his training and experience as a family medicine physician, as the case may be. A list of current services is available at mulberryclinicspringhill.com and is subject to change at any time.
- 7. Availability.** 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 6. During such times, Patients calls to the Physician, or to the Physician's office, will be directed to a licensed medical provider who is "covering" for the Physician during his absence. Mulberry Clinics will make every effort to arrange for coverage but cannot guarantee such coverage.
- 8. Pharmacy Services.** Mulberry Clinics has an on-site limited pharmacy. Patient is free to fill prescriptions at any pharmacy of their choice. If Patient elects to have the prescription filled at Mulberry Clinics, the cost of the medication will be charged to Patient and collected as any other fees are collected. Mulberry Clinics will not bill any insurance or any other entity for medication costs.

9. **Third-Party Referrals and Preferred Rates.** Physicians may elect to coordinate with third party medical specialists to whom Patient is referred and may assist Patient in obtaining specialty care. Patients understand that the fees paid under this Agreement do not include and do not cover specialists' fees or fees due to a third party medical professional other than the Mulberry Clinics Physician(s). In the event Mulberry Clinics is able to negotiate a preferred rate on behalf of the Patient for third party services (including, but not limited to advanced imaging, specialists visits, laboratory work, hospitalizations, and other third-party medical services), and such preferred require Mulberry Clinics to collect payment services on behalf of the third party, such payments shall be paid to Mulberry Clinics in advance of patient receiving such services. Any such payments on behalf of a Patient do not create any obligation on behalf of Mulberry Clinics other than to pay the third party provider. Patients are under no obligation to use such referrals.
10. **Term; Terminations.** This Agreement will commence on the date first written above and will extend monthly thereafter. Notwithstanding the above, both Patient and Mulberry Clinics 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 for the contract month.
11. **Electronic Communications.** You acknowledge that communications with the Physician using e-mail, facsimile, video chat, texting instant messaging, and cell phone (collectively, "Electronic Communications") are not guaranteed to be secure or confidential methods of communications. You acknowledge that all such communications may become a part of your medical records. Patient authorizes Mulberry Clinics, and its Physicians to communicate with Patient by Electronic Communications regarding Patients "protected health information" (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations).

Patient further acknowledges that:

- A. Electronic communications are not necessarily secure mediums for sending and receiving PHI and, there is always a possibility that a third party may gain access.
 - B. Although Mulberry Clinics and the Physicians will make all reasonable efforts to keep Electronic Communications confidential and secure, neither Mulberry Clinics nor the Physician can assure or guarantee the absolute confidentiality of Electronic Communications;
 - C. In the discretion of the Physician(s), Electronic Communications may be made part of Patient's permanent medical record;
 - D. Electronic Communications are not appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information. In the event of an emergency, or a situation in which Patient could reasonably expect to develop into an emergency, Patient shall call 911 or the nearest emergency room, and follow the directions of emergency personnel.
 - E. During times when clinical hours are not observed, there will be a Physician or clinical on call to assist Patients with their urgent medical concerns. The office phone will reflect the clinician on call for that time-period. Patients shall allow two hours of response time. If this urgent call should become an emergency before the two hour window, patient shall refer to 11 d
 - F. If a patient does not receive a response to an Electronic Communication within one day, Patient must use another means of communication to contact the Physician(s). Neither Mulberry Clinics nor the Physician(s) 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 or text messages,
 - III. Failure of the Clinics computers or computer network, or faulty telephone or cable data transmission,
 - IV. Any interception or Electronic Communications by a third party; or
 - V. Your failure to comply with the guidelines regarding use of Electronic Communications as set forth in this paragraph.
12. **Change of Law.** If there is a change of any law, regulation, or rule, federal, state, or local that affects the Agreement including these Terms & conditions, that are incorporated by reference in the Agreement, or the activities of either party under the Agreement, or any change in 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 right, 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 the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.

13. **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 this 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 enforced.
14. **Reimbursement for Service Rendered.** If this Agreement is held to be invalid for any reason, and if Mulberry Clinics is therefore required to refund all or any portion of the monthly fees paid by the Patient, Patient agrees to pay Mulberry Clinics 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.
15. **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, Mulberry Clinics may unilaterally amend the Agreement to the extent required by federal, state, or local law 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 Mulberry Clinics, except that Patient shall initial any such change at Mulberry Clinics' 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 part of this Agreement as though they had been expressly set forth in this Agreement.
16. **Assignment.** This Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient.
17. **Relationship of Parties.** Patient and the Physician(s) intend and agree that the Physician(s) in performing his/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 the Physician(s) shall have exclusive control of his/her work and the manner in which it is performed.
18. **Legal Significance.** Patient acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Patient 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.
19. **Miscellaneous.** This Agreement shall be constructed 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.
20. **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.
21. **Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Tennessee and all disputes arising out of this Agreement shall be settled in the District Court of Spring Hill, Tennessee.

(All Adults please sign on behalf of yourself and your dependents named on the attached Patient Registration Form)

Dated: _____

Adult Patient Signature: _____ Adult Patient Signature: _____

Print Name: _____ Print Name: _____

On behalf of Mulberry Clinics, LLC:
