

INFINITY HEALTH, LLC

Date

To: _____

Re: Direct Primary Care Membership Agreement

Dear _____:

On behalf of Infinity Health, LLC, I am delighted to offer you a Membership Agreement to participate in a different kind of medical care, called Direct Primary Care, led by me, Karl N. Hanson, M.D., doing business as Infinity Health. If you agree with the provisions of this Agreement and the attachments and want to join Infinity Health, please sign below.

Infinity Health will provide you a package of healthcare and related services (described in more detail in Appendix B) in exchange for payment by you of a monthly membership fee (described in Appendix A.) This Agreement does not provide comprehensive health insurance coverage. It provides only the health care services specifically described in Appendix B. As a member of Infinity Health you will be eligible to receive such services as same day/next day appointments, greater access to a physician, and better coordination of care, with other specialists. However, it does not cover care provided by hospitals, emergency rooms, urgent care centers or specialist services.

The Agreement will become effective on the date you sign below and will remain in effect unless or until you or Infinity Health terminates it. You or Infinity Health have the right to terminate this Agreement for any reason or no reason upon thirty (30) days prior written notice to the other party. If you terminate this Agreement and have any pre-paid unused monthly membership fees, those unused fees will be refunded to you. Infinity Health will not bill any of your health insurance plans nor will you be able to seek reimbursement from any health insurance plan for any fees paid to Infinity Health. You are encouraged to obtain and maintain your own health insurance coverage and this Agreement is not intended to replace any existing or future health insurance plan you may have. You should also understand that your visits and the monthly membership fees paid under this Agreement do not apply or count towards any co-pay or deductible under your health insurance plan. Furthermore your membership in Infinity Health does not by itself fulfill the personal health insurance mandate under the Affordable Care Act of 2010.

This Agreement, including Appendix A, B and the Disclosure (collectively, "Agreement"), once accepted by you constitutes the entire Agreement between you and Infinity Health and will be interpreted according to Louisiana law. You and Infinity Health specifically acknowledge that, by Infinity Health's offer and your acceptance of this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others. All prior representations or agreements, whether written or oral, not expressly incorporated herein, are superseded and of no force or effect, and no changes in or additions to this Agreement will be recognized unless and until made in writing and signed by you and Infinity Health.

While of necessity this letter is somewhat formal, I hope you are excited and confident about joining Infinity Health.

Sincerely,

Karl N. Hanson, MD
200 W. Esplanade Ave., Suite 307
Kenner, LA 70065

I, _____, have read this Agreement, Appendix A, B and the Disclosure and hereby accept the membership offer to join Infinity Health and all agree to all terms and conditions contained within this Agreement.

By: _____

Date: _____

Address: _____

DISCLOSURE

Once you authorize Infinity Health, your monthly Membership Fee will be paid by your credit card, debit card or automatic bank draft. Such authorization to charge a monthly Membership Fee shall remain in full force and effect with Infinity Health until Infinity Health receives written notice from you of termination. You may terminate your membership at any time by notifying Infinity Health through e-mail or in writing. Your initial charges include the first month's payment and Fees will be drafted monthly on a recurring basis between the first and fifth day of each month. You agree to update your credit card, debit card or banking information when necessary and in a timely manner and you will be responsible for any amounts owed to Infinity Health regardless of whether your account or card is expired, cancelled or otherwise not accepted for payment. If payment is rejected, you will have five (5) days to ensure sufficient funds are available to cover your monthly Membership Fee. After the fifth day, your account will be suspended. You will be notified and you will be unable to receive services from Infinity Health covered by this Agreement. In addition, you will be responsible for all fees and charges related to collection of an invalid payment, including a \$25 added charge for each month your payment is declined. If you wish to reinstate your membership you will be required to re-enroll and pay a \$180 re-enrollment fee.

Please note that Infinity Health is not an insurance company, HMO or healthcare plan. You are encouraged to obtain and maintain your own health insurance for all services not provided by Infinity Health. Infinity Health will not bill any health insurance carrier for services covered under this Agreement.

We invite you to contact us and welcome your calls, letters or electronic mail. Also, here is the contact information for the Louisiana State Board of Medical Examiners: 630 Camp Street, New Orleans, Louisiana 70130 or at www.lsbme.la.gov.

By signing this Disclosure, you acknowledge that you understand your financial rights and responsibilities under this Agreement.

By: _____

Date: _____

APPENDIX A, FEES and ADDITIONAL CONDITIONS

INFINITY HEALTH

FEES:

The monthly Membership Fee is based on age at beginning of the month of enrollment:

Category	Monthly Payment	Year Paid in Full- (10% Discount)
Individual	\$65	\$702
Couple (two (2) married persons)	\$120	\$1296
Each additional dependent (<22 y/o) of Couple membership*	\$25	\$270
Family Maximum (Couple with children)	\$150	\$1620

Initial Enrollment Fee	\$75
Re-enrollment Fee (if membership is terminated and former member later re-enrolls)	\$180
One-Time Non-Member Visit	\$150
Note: Non-member obtaining a one-time visit who chooses to join at that visit may have the Initial Enrollment Fee waived.	
Travel Fee (for house or office calls)	\$70

* Members under 18 years of age require participation and membership by at least one parent or legal guardian of the minor.

Fees will not be increased more frequently than annually and then only after Infinity Health has given you at least sixty (60) days prior notice of a fee increase.

Additional Conditions

- a. Ancillary Fees:** Ancillary Fees are fees other than the **Membership Fee charged** for ancillary services provided by Infinity Health. These services may include items such as laboratory fees, prescription medications, dietary supplements, medical equipment and supplies, shipping and/or handling fees associated with these services and any diagnostic or treatment services that are not explicitly described in Appendix B. Ancillary Fees are due at the time of service and will be charged to the Member's bank account or pre-authorized credit card unless Member pays by another method at the time of service.
- b. Communications:** You authorize Infinity Health to communicate with you or your parent/legal guardian if the Member is a minor, regarding your Personal Healthcare Information (PHI), as defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations. Infinity Health will make every reasonable effort to keep communications confidential and secure. You acknowledge that not all communication options can be guaranteed to be confidential and secure (e.g. texting). As such, you expressly waive Infinity Health's obligation to ensure confidentiality with respect to Communications. You additionally acknowledge:
1. If you send or receive Communications through an employer's communication system, these Communications may become the property of the employer, and available for employer's review.
 2. At the discretion of Infinity Health, Communications may be made a part of your permanent medical record.
 3. You understand and agree that not all communication options may be an appropriate means of communication regarding emergent medical care, time sensitive issues, or for inquiries regarding sensitive information.
 4. In the event of an emergency, or a situation in which you could reasonably expect to develop into an emergency, you shall call 911, or proceed to the nearest hospital based Emergency Department and follow the directions of emergency personnel.
 5. If you attempt to communicate with Infinity Health either digitally or virtually, and have not received a response within two business days, you agree to use one of the voice options of communication to contact Infinity Health. Infinity Health will not be liable to you for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to you as a result of technical failures, including, but not limited to: technical failures attributable to any internet service provider; power outages; failure of any electronic messaging software; failure to properly address email messages; failure of Infinity Health computers or computer network; faulty telephone or cable data transmission; any interception of Communications by a third party; or your failure to comply with the guidelines set forth in this section.

- c. **Governing Regulation:** Infinity Health shall have the right to unilaterally amend this Agreement, without liability, in order to comply with **any** legal order issued or proposed to be issued by a federal or state department, agency or commission, or any provision of law which invalidates or is inconsistent with the terms of this Agreement or which would cause you or Infinity Health to be in violation of law.
- d. **Severability:** It is intended that each paragraph of this Agreement shall be viewed as separate and divisible, and in the event that any word, clause, sentence, or paragraph shall be held to be invalid, illegal, or unenforceable and shall not affect, prejudice or disturb the validity of the remainder of this Agreement, which shall be in full force and effect, and enforceable in accordance with its terms.
- e. **Reimbursement For Services Rendered:** If this Agreement, or any part of the Agreement, is held to be invalid for any reason, and Infinity Health is required to refund all or any portion of the Monthly Fees paid by you, you agree to pay Infinity Health an amount equal to the reasonable value of the Services actually rendered to you during the period of time for which Fees are required to be refunded.
- f. **Amendment:** No amendment of this Agreement shall be binding on any party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, Infinity Health may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation (Applicable Law), by sending Member thirty days advance written notice of such change. 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 a part of this Agreement as though they had been expressly set forth in this Agreement.
- g. **Assignment:** This Agreement is not assignable by you to any other party or parties without the prior written consent of Infinity Health.
- h. **Waiver of Breach:** The waiver by you or Infinity Health of a breach or violation of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach. Further, no failure by either party to insist upon strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach shall constitute waiver of any such breach or any other covenant, duty, agreement or condition.
- i. **Arbitration:** You and Infinity Health agree to resolve all disputes arising under this Agreement without resort to litigation in order to protect each other's business reputations and the confidential nature of certain aspects of this Agreement. Any controversy, dispute or disagreement arising out of or relating to this Agreement, or its negotiation, execution, or the breach, shall be attempted to be settled by mediation by a mutually agreed upon mediator, and if the matter is not resolved through mediation, then it shall be submitted to binding arbitration, which shall be conducted in Jefferson or Orleans Parish, Louisiana, in accordance with the rules of the American Arbitration Association or the American Health Lawyers Association. Each party shall equally split the costs of the mediation or arbitration. The decision in arbitration shall be conclusive and binding on the parties and may be reduced to judgment in any court of competent jurisdiction. The parties expressly waive their right to trial in any court.

- j. **Notice and Service:** All written notices are deemed served if sent by registered or certified mail, postage paid or hand delivered to the addresses recorded below.
- k. **Right of Refusal/Discontinue Care:** Infinity Health reserves the right to refuse membership to any person for any nondiscriminatory reason. After providing you notice and the opportunity for you to obtain care from another physician, Infinity Health may discontinue care if you fail to pay the Monthly fees or ancillary fees under the terms of this Agreement, or if you perform a fraudulent act or repeatedly fail to comply with a recommended treatment plan, or if you are abusive and present an emotional or physical danger to any staff, patient or physician at Infinity Health.
- l. **Acceleration Clause:** If a member commits to a one year agreement and that member cancels payment prior to the end of that one year commitment, that ex-member is responsible for the unpaid balance due for the remainder of that one year commitment.
- m. **Cancellation Clause:** For a member who pays month to month, if that member cancels and they have not paid the minimum amount for services that were provided for that period of time then that member is liable to make up the difference as part of being able to cancel. Additionally after a member completes a one year commitment that member may terminate with a 30 day written notice.
- n. **Medicare Eligible Patients:** Any Medicare-Eligible person may become a member of Infinity Health. While Karl N. Hanson, MD is Medicare-Participatory, the Membership Fee entitles the Member to the services listed herein (Appendix B) including Medicare non-covered services which include but are not limited to routine physical checkups, periodic patient education and other services which may be deemed not medically necessary and services defined by Medicare as non-covered. While Karl N. Hanson, MD is Medicare-Participatory, Karl N. Hanson, MD or Infinity Health may bill Medicare for Medicare-covered services. If at any time Karl N. Hanson, MD "opts-out" of Medicare participation, Medicare may not be billed for services provided by Karl N. Hanson, MD or Infinity Health. Any person who is a member of Infinity Health who transitions from Medicare non-eligible to Medicare eligible or who transitions from a Medicare Advantage plan to Medicare will continue to pay the Membership Fee and may remain a member of Infinity Health if they so chose.

APPENDIX B

INFINITY HEALTH

SERVICES AND PROCEDURES

TYPICAL SERVICES

- Same day/next day appointments (for acute illness)
- 24/7 physician access via telephone for urgent after-hours issues
- Annual Routine Physical Examination (Including certain annual lab tests) including follow-up communication concerning the Examination. This Comprehensive Annual Routine Physical is not the same as the “Medicare Annual Wellness Physical.”
- Periodic Patient Education
- Physical Examinations (School, Athletic, Scout, Mission)
- Limited Minor Surgeries (wound care, minor laceration repair, skin biopsies, wart destruction, skin cancer treatment See (MINOR SURGICAL PROCEDURES INCLUDED below)
- Home or workplace visits (on a case by case, special circumstances basis determined by physician)
- Women’s Health
 - Menopausal and hormone care
 - *PAP smear collection* (pathologist interpretation not covered)
- Chronic Disease Management (Diabetes, Asthma, Hypertension, Depression, Obesity)
- Influenza vaccine & vaccination when available

- Administration of non-influenza vaccines (vaccine cost not included)
- Technology access (Electronic Record Portal, Lab access, Text, Virtual Visit capability, email contact and communication)
- Direct doctor- to doctor communication with sub-specialists and care coordination
- Certain laboratory tests at a discounted rate
- Preventative medicine counseling

After having been a member for four (4) months and only with a directed referral from Infinity Health

- Licensed Professional Counselor Evaluation * at a discounted rate
- Registered Dietician/Nutritionist Evaluation * at a discounted rate
- Physical Therapy Evaluation * at a discounted rate

MINOR SURGICAL PROCEDURES INCLUDED

- Laceration Repair
- Burn Debridement
- Skin/Lesion Biopsy
- Mole Removal/Excision
- Treatment of Skin Warts
- Cyst Excision
- Splinting (when appropriate)
- Ingrown toenail removal (when appropriate)
- Drainage of abscesses
- Joint injections (e.g. shoulder, knee)
- Trigger point injections

DIAGNOSTIC TESTING

- Blood Glucose Testing
- Spirometry (lung function testing)
- Peak flow testing
- Pulse Oximetry (Blood Oxygen Saturation)
- Electrocardiograms (EKG)
- Urine Analysis
- TB skin testing and interpretation

EXCLUDED SERVICES

Any procedures requiring general anesthesia; chronic pain management; rehabilitation services; major surgeries or similar advanced procedures, services, or supplies; hospital care; radiologic procedures including computed tomography, positron emission, magnetic resonance imaging; prenatal/obstetric care; cardiac testing; Department of Transportation physical examinations; cost of non-influenza vaccines; urine drug screen; all other services not specifically listed in Appendix B

SERVICES OFFERED REQUIRING AN ADDITIONAL FEE

- Cosmetic Injections and Treatments (e.g. Botox, Fillers, Kybella, etc)
- Opioid Addiction Management Visits (e.g. Administration and Monitoring of Buprenorphine/Naloxone treatment)

Version Updates

V 1.1 (June 2016)

The original Membership Agreement

V 1.2 (August 2016)

- Includes the Section "n", Medicare Eligible Patients referring to patients who are Medicare or will be Medicare eligible.
- Appendix B now contains the language "including follow-up communication concerning the examination" referring to communication concerning the findings on a Routine Annual Physical.
- Appendix B adds "Periodic Patient Education"

V 1.3 (February 2017)

- Adds section "SERVICES REQUIRING AN ADDITIONAL FEE"