

PATIENT AGREEMENT

This is an Agreement between Encompass 360, P.C., a Tennessee Professional Corporation (“**Encompass 360**”) and you, (“**Client**” or “**You**”).

NOT HEALTH INSURANCE. THIS AGREEMENT IS NOT HEALTH INSURANCE AND DOES NOT MEET ANY INDIVIDUAL HEALTH INSURANCE MANDATE THAT MAY BE REQUIRED BY FEDERAL LAW, INCLUDING THE FEDERAL PATIENT PROTECTION AND AFFORDABLE CARE ACT AND COVERS ONLY LIMITED ROUTINE HEALTH CARE SERVICES AS DESIGNATED IN THIS AGREEMENT. THIS AGREEMENT IS NOT WORKERS’ COMPENSATION INSURANCE AND DOES NOT REPLACE AN EMPLOYER’S OBLIGATIONS UNDER APPLICABLE FEDERAL OR STATE LAW.

Background

Encompass 360 provides its services hereunder via its agent Health Coaches and Clinicians (“**Provider**”). Encompass 360 services begin with a comprehensive wellness screening assessment and medically supervised health coaching. Following the Encompass 360 Evaluation, You may elect to establish medical care via an in-person visit or asynchronous video telemedicine visit should You wish to receive medical advice, prescriptive treatment recommendations, prognostic recommendations, and/or prescriptions.

Services and Payment Terms

1. Services.

- 1.1. Service Memberships. Client may elect to utilize services by selecting a from the following membership plans: Horizon Plan, Soaring Plan, or Pinnacle Plan.
- 1.2. Wellness Evaluation. Client shall also be entitled to an initial “wellness evaluation,” which shall be performed by the health coach, and may include a health risk assessment, diet and exercise evaluation, and other health coaching services.
- 1.3. Provider Medical Services. Depending on the membership selected, Client may be entitled to Provider examinations and medical services provided by the clinician tailored to the Clients specific needs. As used in this Agreement, the term Medical Services shall mean those medical services that the Provider is permitted to perform under the laws of the state of licensure and that are consistent with his/her training and experience as a medical provider, as the case may be.
- 1.4. Problem Visits. Depending on the membership selected, Client may be entitled to additional provider visits for evaluation and management of unexpected illnesses or issues. Problem visits do not include emergent or urgent care matters and Provider will use their best efforts to schedule problem visits within 48 hours of Client’s request.
- 1.5. Non-Medical, Personalized Services. Encompass 360 may also provide Client with the following non-medical services (“**Non-Medical Services**”):
 - a. *Health Coaching*: As more fully described in the fee schedule below, to the extent Client receives Health Coaching, the applicable terms of Encompass 360’s

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Coaching Client Agreement are incorporated herein by reference as if fully set forth.

- b. *Premium Access:* Client shall have access to the Provider via secure messaging or video. Client shall be given a phone number where Client may reach the Provider directly. Provider does not guarantee immediate response. Provider will make reasonable efforts to respond in a timely manner. Client agrees to call 911 in case of medical emergency.
- c. *E-Mail Access:* Client shall be given a Provider's e-mail address for non-urgent communications. The Provider or staff member of Encompass 360 shall deal with such communications in a timely manner. Client understands and agrees that email and the internet should never be used to access medical care in the event of an emergency, or any situation that Client could reasonably expect may develop into an emergency. Client agrees that in such situations, when a Client cannot speak to Provider immediately in-person or by telephone, that Client shall call 911 or the nearest emergency medical services provider and follow the directions of emergency medical personnel.
- d. *Minimal wait Appointments:* Effort shall be made to assure that Client is seen by the Provider immediately upon arriving for a scheduled office visit or after only a minimal wait.
- e. *Appointments:* When Client calls or emails the Provider prior to noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule an appointment with the Provider within 1 business day. If the Client calls or e-mails the Provider after noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule Client's appointment with the Provider within 2 business days. Client understands and acknowledges that it is Client's responsibility to schedule visits, if Client fails to schedule a visit during a 30-day period, Encompass 360 reserves the right to reduce the overall available visits under a plan by a pro-rata amount to reflect the missed visit(s) as permitted under state or federal law.
- f. *Specialists:* An Encompass 360 Provider shall coordinate with medical specialists to whom Client is referred to assist Client in obtaining specialty care. Client understands that fees paid under this Agreement do not include and do not cover such specialists' fees or fees due to any medical professional other than the Encompass 360 Provider.

2. Payment

2.1. Fees Generally. In exchange for the services described herein, Client or Guarantor agrees to pay Encompass 360, the amount as set forth in Section 2.2 below. Fees are payable prior to performance of any services. If Encompass 360 cancels this Agreement before the agreement termination date, then Encompass 360 shall refund the Client's pro-rated share of any payment remaining after deducting individual charges for services rendered to Client up to cancellation. Encompass 360 may amend the Membership Fee Schedule at any time, as it may determine in its sole discretion, upon providing Client at least sixty (60) days' advance written notice. For employer sponsored memberships,

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individual membership fees will only apply if the employee/member elects to continue services after termination or employee sponsorship ends or elects services above and beyond that which the employer has agreed to cover.

2.2. Membership Fee Schedule. The fee schedule for services provided by Encompass 360 shall be priced as follows:

a. *Subscription Fee:* The Subscription fee shall be due in the amount(s) referenced below.

1. Employee Sponsored Membership: Per employer agreement.

2. Horizon Plan:

- 12 Month Plan: 4 health coaching visits and 2 provider visits at \$2,420.00 or \$160.00 per month. Additional startup fee of \$195.00 for DNA profile applies.

3. Soaring Plan:

- 12 Month Plan: 8 health coaching visits and 4 provider visits at \$3,248.00 or \$229.00 per month. Additional startup fee of \$195.00 for DNA profile applies.

4. Pinnacle Plan:

- 12 Month Plan: 12 health coaching visits and 6 provider visits at \$4,088.00 or \$299.00 per month. Additional startup fee of \$195.00 for DNA profile applies.

b. *Additional Fees:* The following fees will be assessed and charged to Client's account and will be due at the same time as the Monthly Subscription Fee:

1. *Prescription Medications and Supplements:* The cost of medications and supplements is fluctuant and will be remitted to Client via invoice at time of dispensation.
2. *Shipping Charges:* Any shipping fees incurred for shipment from Encompass 360 to Client will be charged to the Client's account and will be due at time of shipping.
3. *Laboratory Fees:* Encompass 360 contracts with third-party clinical and specialty labs to provide competitively priced laboratory analysis to Clients. All laboratory fees will be the responsibility of the Client and will be charged to the Client's account and due at time of service.
4. *Medical Devices:* In the event that Client is in need of any medical device, this device may be ordered by Encompass 360. The full cost of the device and any additional shipping or service fees will be the responsibility of the Client and will be charged to the Client's account and due at time of service.
5. *Loaned Devices:* Client will be responsible for replacing any lost, damaged, stolen or unreturned devices loaned from Encompass 360.
6. *Other:* Other fees may be applicable to the Client's account and will be expressed to the Client verbally before service is rendered or ordered and every effort will be made to express the fees in writing as well. These fees will be charged to the Client's account and due at time of service.

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- 2.3.Discounts. Previous fees and promotions will be honored by Encompass 360 as agreed upon in writing.
- 2.4.Invoice. A monthly invoice will be provided via email (Preferred). Or, in the case that Client does not have access to email, Client will receive a monthly invoice via mail.
- 2.5.Payment. Payment may be remitted to Encompass 360 via credit/debit card, cash or check. Cash and check payments will only be accepted on site at the Encompass 360 office (address listed above). An Automatic Credit/Debit Authorization Form at Exhibit A may be executed to authorize automatic payment of invoices. Payment will be considered late fifteen (15) days after the invoice date and a \$15 late fee applied to amounts owed. Late payment may result in termination of the Client's subscription solely at the discretion of Encompass 360.
- 2.6.Credit Card Authorization. If an invoice remains unpaid for sixty (60) days after invoice date, Client authorizes Wild Health to charge the credit card on file for the Client in the amount of the past-due invoice, plus any late charges as set forth in the Automatic Credit/Debit Authorization Form, attached hereto at Exhibit A.
- 2.7.Non-Participation in Insurance. Client acknowledges that neither Encompass 360, nor the Provider participate in any health insurance or HMO plans. Neither of the above make any representations whatsoever that any fees paid under this Agreement are covered by your health insurance or other third-party payment plans applicable to the Client. The Client shall retain full and complete responsibility for any such determination. Encompass 360 will not bill your health insurance for services provided under this Agreement. Payments made by Client under this Agreement may not count towards health insurance deductibles or maximum out-of-pocket expenses. This agreement acknowledges your understanding that Medicare, Medicaid, or any other federal health care program cannot be billed for any services performed for you by Encompass 360. You agree not to attempt to obtain reimbursement for any such services from any federal health care program.

3. General Terms

- 3.1. Term; Termination. This Agreement will commence on the Effective Date, as defined below, and will extend for the period of the membership plan selected above (the "Initial Term"). Notwithstanding the above, both Client and Encompass 360 shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination, upon giving thirty (30) days prior written notice to the other party. Unless previously terminated as set forth above, at the expiration of the Initial Term (and each succeeding term), the Agreement will automatically renew for successive terms of the same duration as the Initial Term, except in the case of the free trial, which shall not renew. In addition, this agreement may be terminated immediately by Encompass 360 should the Client fail to make any payment within sixty (60) days after the payment is due.
- 3.2.Early Termination Fee. To the extent permissible by state and federal law, Encompass 360 may apply an early termination fee should client terminate this Agreement without cause prior to the expiration of the Initial Term, such early termination fee shall be equal to 2 months of the applicable subscription monthly fee amount.
- 3.3.Insurance or Other Medical Coverage. Client 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 personally provided by Encompass 360, or its Providers. Client acknowledges that Encompass has advised that Client obtain or keep in full force such health insurance policy(ies) or plans that will cover Client for general healthcare costs. Client acknowledges that this Agreement is not a contract that provides health insurance, and this Agreement is not intended to replace any existing or future health insurance or health plan coverage that Client may carry.

- 3.4. Communications. You acknowledge that communications using email, facsimile, video chat, instant messaging, text, and cell phone are not guaranteed to be secure or confidential methods of communications. As such, you expressly waive the Providers' 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 your email address, Client authorizes Encompass 360, and its Providers to communicate with Client by email regarding Client'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. Client further acknowledges that:
- a. E-mail 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 the Provider will make all reasonable efforts to keep e-mail communications confidential and secure, neither Encompass 360, nor the Provider can assure or guarantee the absolute confidentiality of e-mail communications;
 - c. In the discretion of the Provider, e-mail communications may be made a part of Client's permanent medical record; and,
 - d. Client understands and agrees that E-mail is not an 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 the Client could reasonably expect to develop into an emergency, Client shall call 911 or the nearest Emergency room, and follow the directions of emergency personnel.
 - e. If Client does not receive a response to an e-mail message within one day, Client agrees to use another means of communication to contact the Provider. Neither Encompass 360, nor the Provider will be liable to Client for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Client 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 Encompass 360'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) your failure to comply with the guidelines regarding use of e-mail communications set forth in this paragraph.
- 3.5. 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,

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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.

- 3.6. 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, Encompass 360 may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation (“Applicable Law”) by sending Client thirty (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 Encompass 360. 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.
- 3.7. Assignment. This Agreement, and any rights Client may have under it, may not be assigned or transferred by Client to another person(s).
- 3.8. Relationship of Parties. Client and Encomass 360 intend and agree that Encompass 360, in performing his duties under this Agreement, may be 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 independent contractor shall have exclusive control of his work and the manner in which it is performed.
- 3.9. Legal Significance. Client acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Client 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.
- 3.10. 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.
- 3.11. Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county in any legal suit, action, or proceeding arising out of or based upon this Agreement or the Services provided hereunder: Sullivan County, Tennessee.
- 3.12. Service. All written notices are deemed served if sent to the address of the party written above or appearing in Exhibit A by first class U.S. mail.
- 3.13. Data Aggregation for Research. By signing this form, you release Encompass 360 to utilize deidentified demographic, results, or survey data for research purposes.

[Signature on following page.]

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By agreeing, I am entering into this Agreement with Encompass 360 on the date indicated after my signature (“Effective Date”). I acknowledge and agree that all my questions have been answered and I understand the terms outlined in the Agreement and any attachment hereto.

CLIENT

Signature: _____

Printed Name: _____

Effective Date: _____

EXHIBIT A
AUTOMATIC DEBIT/ CREDIT CARD BILLING AUTHORIZATION

By signing below you authorize Encompass 360 to automatically bill amounts owed pursuant to the fee schedule for services provided to You by Encompass 360, either monthly as owed or after sixty (60) days following non-payment by another form, in Encompass 360's sole discretion and pursuant to the terms of the Patient Agreement. When automatically billed, a receipt for each payment will be provided to you and a charge will appear on your credit card statement.

Payment Information

Start billing on: Effective Date of Agreement; reoccurring monthly

I understand that this authorization will remain in effect until I cancel it in writing, and agree to notify Encompass 360 in writing of any changes in my account information or termination of this authorization within fifteen (15) days prior to the next billing date. I understand that payments may be executed on the next business day. I acknowledge that the origination of credit card transactions to my account must comply with provisions of federal, state, and local laws. I certify that I am an authorized user of this credit card and will not dispute these scheduled transactions; so long as the transactions correspond to the terms indicated in the Agreement and this Authorization Form.

CLIENT

Signature: _____

Printed Name: _____

Effective Date: _____