

PATIENT AGREEMENT

This **Patient Agreement** (“Agreement”) is entered into between **Rukmini D. Kumar, M.D., P.A.**, a Texas professional association doing business as **Kumar Pediatrics**, located at **8200 Wednesbury Lane, Suite 112, Houston, Texas 77074** (“Practice”), including its physicians — **D. Maneesh Kumar, D.O., Ph.D., FAAP**, **Natalie K. Ngai, M.D., FAAP**, and **Xinya Chuong, M.D., FAAP** (collectively “Physicians”) — and the undersigned patient and/or the patient’s parent or legal guardian (“Patient” or “You”).

Background

The Physicians, who specializes in pediatrics, delivers care on behalf of Kumar Pediatrics, at the address set forth above. In exchange for certain fees paid by You, Kumar Pediatrics, through its Physicians agree to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

Definitions

1. **Patient.** A patient is defined as those persons for whom the Physician shall provide Services, and who are signatories to, or listed on the documents attached 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 services, both medical and non-Medical, and certain amenities (collectively “Services”), which are offered by Kumar Pediatrics and set forth in Appendix 1.
3. **Terms.** This agreement shall commence on the date signed by the parties below and shall continue for a period of one month, automatically renewed.
4. **Fees.** In exchange for the services described herein, Patient agrees to pay Kumar Pediatrics, the amount as set forth in Appendix 1, attached. This fee is payable upon execution of this agreement, and is in payment for the services provided to Patient during the term of this Agreement. If this Agreement is cancelled by either party before the agreement termination date, then Kumar Pediatrics shall refund the Patient’s pro- rated share of the original payment, remaining after deducting individual charges for services rendered to Patient up to cancellation.
5. **Non-Participation in Insurance.** By signing this Agreement, **Patient confirms that they are not covered by any health plan accepted by Kumar Pediatrics**, and that all care provided under this Agreement will be rendered **outside of any insurance coverage**. All fees paid under this Agreement are for services provided directly by Kumar Pediatrics and **are not reimbursable** by any insurance, government program, or third-party payer. Kumar Pediatrics **will not submit claims** on Patient’s behalf.
6. **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**. It will not cover hospital services, or any services not personally provided by Kumar Pediatrics, or its Physicians. Patient acknowledges that Kumar Pediatrics has advised that patient obtain or keep in full force such 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 health insurance or health plan coverage that Patient may carry.

7. **Term; Termination.** This Agreement will commence on the date first written above and will extend monthly thereafter. Notwithstanding the above, both Patient and Kumar Pediatrics 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 at the end of the contract month.
8. **Communications.** You acknowledge that communications with the Physicians using e-mail, facsimile, telemedicine, MyChart, and cell phone are not guaranteed to be secure or confidential methods of communications. As such, You expressly waive the Physician's 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.

If Patient does not receive a response to an electronic medical record message within one day, Patient agrees to use another means of communication to contact the Physician. Neither Kumar Pediatrics, nor the Physicians 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, (iii) failure of the Practice's computers or computer network, or faulty telephone or cable data transmission, or (iv) failure of electronic medical records based communications.

9. **Change of Law.** If there is a change of any law, regulation or rule, federal, state or local, which affects the Agreement including these Terms & Conditions, which are incorporated by reference in the Agreement, or the activities of either party under the Agreement, or any change in the 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 rights, 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 of date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party. In the event of any legislative or regulatory change or determination, whether federal or state, which has or would have an adverse impact on either Kumar Pediatrics in connection with this agreement, or in the event that performance by either party of any term, covenant, condition, or provision of this Agreement should for any reason be in violation of any statute, regulation, or otherwise be deemed illegal, Kumar Pediatrics shall have the right to unilaterally amend this Agreement to bring the Agreement into compliance or immediately terminate this Agreement at its discretion.
10. **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.

11. **Reimbursement for services rendered.** If this Agreement is held to be invalid for any reason, and if Kumar Pediatrics is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay Kumar Pediatrics 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.
12. **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, the Physicians may unilaterally amend this Agreement to the extent required by federal, state, or local law or 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 Kumar Pediatrics, except that Patient shall initial any such change at Kumar Pediatrics 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 a part of this Agreement as though they had been expressly set forth in this Agreement.
13. **Assignment.** This Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient.
14. **Relationship of Parties.** Patient and the Physicians intend and agree that the Physicians, in performing his or 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 Physicians shall have exclusive control of his or her work and the manner in which it is performed.
15. **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.
16. **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.
17. **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.
18. **Jurisdiction:** This Agreement shall be governed and construed under the laws of the State of Texas and All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Kumar Pediatrics address in Houston, Texas.

19. **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.

The parties have signed duplicate counterparts of this Agreement on the date of registration.

D. Maneesh Kumar, D.O., Ph.D., FAAP
Kumar Pediatrics

Name and date of birth of patient

Name and signature of parent or guardian

Date

Appendix 1

Services and Payment Terms

Medical Services

As used in this Agreement, the term Medical Services shall mean those medical services that the Physician, himself/herself is permitted to perform under the laws of the State of Texas and that are consistent with him/her training and experience as a pediatric physician, as the case may be.

The following services shall be provided as medically indicated:

Routine medical visits for chronic issues and acute illness
Wellness Visit including Health Risk Assessment
Well Child Care
Hospital Follow Up
Basic Vision and Hearing Screening
Blood Pressure Monitoring
Spirometry
Breathing Treatments (nebulizer)
Rapid antigen testing at no extra charge
Vaccinations at no extra charge

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 1. During such times, Patient's calls to the Physicians, or to the Physician's office, will be directed to physicians who are "covering" for the Physicians during his/her absence. Kumar Pediatrics will make every effort to arrange for coverage, but cannot guarantee such coverage.

Non-Medical, Personalized Services.

Kumar Pediatrics shall also provide Patient with the following non- medical services ("Non-Medical Services"):

1. **Access.** Patient shall have access to the Physician via cell-phone, telemedicine, and MyChart by arrangement. Patient will receive a phone number to reach Physicians or their representatives for urgent issues.
2. **No Wait or Minimal wait Appointments.** Every effort shall be made to assure that Patient is seen by the Physicians immediately upon arriving for a scheduled office visit or after only a minimal wait. If Physicians foresee a minimal wait time, Patient shall be contacted and advised of the projected wait time.
3. **Same Day/Next Day Appointments.** When Patient calls the Physicians 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 Physicians on the same day. If the patient calls Physicians after noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule Patient's appointment with the Physicians on the following normal office day. In any event, however, Kumar Pediatrics shall make every reasonable effort to schedule an appointment for the Patient on the same day that the request is made.

4. **Home Visits.** Home visits will not be provided at this time.
5. **Specialists.** Kumar Pediatrics Physicians shall coordinate with medical specialists to whom Patient is referred to assist Patient in obtaining specialty care. Patient understands that fees paid under this Agreement do not include and do not cover specialists' fees or fees due to any medical professional other than those at Kumar Pediatrics. While your primary care physician will do everything possible to manage conditions within their scope of practice, please be aware there are circumstances in which a specialist is necessary for medically appropriate care.
6. **Hospitalization coordination.** In the event that a Patient needs to be admitted to the hospital, Kumar Pediatrics Physicians will help coordinate the admission with the hospitalist at the appropriate facility.

Membership Fees

Membership fee. Membership fee is due monthly, and is guaranteed for one year from the date of this Agreement. There is an enrollment fee of \$100 per patient which may be waived at the discretion of the Physician.

Fees are set by patient age (\$250 per month for children age 0-2 years, \$200 per month for children 2-6 years, \$150 per month for children 6-12 years, and \$100 per month for children over 12 years). Charges will be applied via autopay only.

Membership fee will be billed upon execution of this Agreement. If membership payment lapses, prior balances must be paid and enrollment fee may be applied at the physicians' discretion.

Laboratory Services. Laboratory services not performed in clinic will be the financial responsibility of the patient.

Vaccinations. Age appropriate and seasonal vaccination are included with membership fees.

D. Maneesh Kumar, D.O., Ph.D., FAAP
Kumar Pediatrics

Name and date of birth of patient

Name and signature of parent or guardian

Date