



**KSW CHIROPRACTIC (Kelley Sports and Wellness, PLLC) MEMBERSHIP AGREEMENT**

The following agreement describes the terms of Chiropractic Wellness Membership and is constructed to allow electronic funds transfer from the below signed client and Kelley Sports and Wellness, PLLC (DBA: KSW Chiropractic) for the purpose of a Chiropractic Wellness Membership Program retainer.

**AGREEMENT TERMS**

A New Patient Visit is a prerequisite before entering into a membership agreement. Consequently, if the patient is not presently established with KSW Chiropractic, the new patient rate will be applicable before enrolling in the membership.

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Address (Street): \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**Memberships Types and Dues**

| Type of Membership  | Monthly Dues | Please Check Membership |
|---|--------------|-------------------------|
| Injury/Pain Specific (2 Visits/Month) *No More Pain Membership*       | \$110/Month  |                         |
| Injury/Pain Specific (4 Visits/Month) *No More Pain Membership*       | \$200/Month  |                         |
| Pediatric Care (2 Visits) *Happy Baby Membership*                     | \$110/Month  |                         |
| Pediatric Care (4 Visits) *Happy Baby Membership*                     | \$200/Month  |                         |
| Prenatal Care (2 Visits) *Healthy Mama Membership*                    | \$110/Month  |                         |
| Prenatal Care (4 Visits) *Healthy Mama Membership*                    | \$200/Month  |                         |
| Health & Wellness (2 Visits) *Well Adjusted Membership*               | \$80/Month   |                         |
| Health & Wellness (4 Visits) *Well Adjusted Membership*               | \$150/Month  |                         |
| Health & Wellness Family (2 Visits) *Well Adjusted Family Membership* | \$60/Month   |                         |
| Health & Wellness Family (4 Visits) *Well Adjusted Family*            | \$110/Month  |                         |

Agreement Start Date: \_\_\_\_\_

End Date: 1 Year after Start Date Unless Terminated Before

Payment Method:

- Credit Card
- Visa
- Mastercard
- American Express
- Discover

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

CVC: \_\_\_\_\_

\*ONCE ENTERED INTO THE SYSTEM ALL PAYMENT INFORMATION ABOVE THIS LINE WILL BE DESTROYED\*

**Payment:**

I acknowledge that in accordance with the membership type selected by me, indicated above, my monthly / annual dues for membership are \$\_\_\_\_\_ per month / year. All membership dues will be collected electronically on or after the 5th day of each month on or after the date of this Agreement, using the Electronic Funds Transfer information provided above. In the event that KSW Chiropractic is unable to collect payment electronically, the member will be notified no later than the 20th day of the month so that payment may be made by other means in order to maintain membership privileges. KSW Chiropractic reserves the right to cancel my membership upon the occurrence of two or more instances of default, defined as KSW Chiropractic's inability to collect payment electronically. Failure by KSW Chiropractic to terminate my membership on any occurrence of default shall not constitute a waiver of KSW Chiropractic's ability to terminate my membership on any subsequent occurrence of default. I further understand and acknowledge the following:

- This Agreement is for a 12-month term, and will automatically renew on the same terms as indicated above upon the expiration of the initial 12-month term unless and until cancelled by the member.

I agree to the terms of Chiropractic Wellness Membership Program.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## DETAILS OF PATIENT AGREEMENT

This is an Agreement between KSW Chiropractic, a Texas professional corporation, located at 3710 Center Street, Unit 101, Deer Park, Texas 77536, Whitley Kelley DC (Chiropractor) in her capacity as an agent of Kelley Sports and Wellness, PLLC (KSW), and you, (Patient). The Chiropractor, who specializes in chiropractic care, delivers care on behalf of KSW Chiropractic, at the address set forth above. In exchange for certain fees paid by Patient, KSW through its chiropractic care, agrees 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 person or persons for whom the Chiropractor 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 chiropractic and non-chiropractic, and certain amenities (collectively "Services"), which are offered by KSW Chiropractic, and set forth in Appendix 1.
- 3. Terms.** This agreement shall commence on the date signed by the party below and shall continue for a period of one month, automatically renewed via credit card or bank information on file for 12 months and then renewed until terminated by patient.
- 4. Fees.** In exchange for the services described herein, Patient agrees to pay KSW Chiropractic, 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. The agreement can be canceled at any time with 30 days written notice.
- 5. Non-Participation in Insurance.** Patient acknowledges that neither KSW Chiropractic, nor the Chiropractor participate in any health insurance or HMO plans or panels and provides wellness services that are not covered under Medicare guidelines. 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 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 Patient will sign the Advanced Beneficiary Notice. This agreement acknowledges your understanding that the Chiropractor is providing wellness/maintenance services that are not covered by Medicare, and as a result, Medicare cannot be billed for any services performed for you by the Chiropractor. Patient agrees not to bill Medicare or attempt Medicare reimbursement for any such services. Patient shall renew and sign the Advanced Beneficiary Notice every year thereafter chiropractic care is provided.
- 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 (such as membership in an HMO). It will not cover hospital services, or any services not personally provided by KSW Chiropractic, or its Chiropractors. Patient acknowledges that KSW Chiropractic has advised that Patient obtain or keep in full force such health insurance policy(ies) or plan(s) 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. Work or Automobile Injury.** If you are involved in a Work injury or Automobile injury and your care is covered under the respective policies, your Chiropractic Membership Program may be suspended without penalty and may be reinstated once care for those injuries has completed. You will also be eligible to resume your Chiropractic Wellness Membership Program without a new setup fee.

**8. Term; Termination.** This Agreement will commence on the date first written above and will extend monthly thereafter as long as payment is received. Notwithstanding the above, both Patient and KSW Chiropractic 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. The Agreement will automatically renew for successive monthly terms upon the payment of the monthly fee at the end of the contract month.

**9. Communications.** You acknowledge that communications with KSW Chiropractic/Chiropractor(s) using e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. As such, you expressly waive KSW Chiropractic/Chiropractor'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. By providing Patient's e-mail address, Patient authorizes KSW Chiropractic and its Chiropractors to communicate with Patient by e-mail regarding Patient'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). Patient 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 and KSW Chiropractic/Chiropractor(s) will make all reasonable efforts to keep e-mail communications confidential and secure, neither KSW Chiropractic nor the Chiropractor(s) can assure or guarantee the absolute confidentiality of e-mail communications; (c) At the discretion of KSW Chiropractic/Chiropractor(s), e-mail communications may be made a part of Patient's permanent chiropractic record; and, (d) Patient 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 patients could reasonably expect to develop into an emergency, Patient shall call 911 or the nearest emergency room, and follow the directions of emergency personnel. If Patient does not receive a response to an e-mail message within one day, Patient agrees to use another means of communication to contact KSW Chiropractic/Chiropractor(s). Neither KSW Chiropractic nor the Chiropractor(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 messages, (iii) failure of the Practice'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.

**10. 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 (45) 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.

**11. 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.

**12. Reimbursement for services rendered.** If this Agreement is held to be invalid for any reason, and if KSW Chiropractic is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay KSW Chiropractic 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.

**13. 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, KSW Chiropractic may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation ("Applicable Law") by sending You 30 (thirty) 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 KSW Chiropractic, except that Patient shall initial any such change at KSW Chiropractic's 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.

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

**15. Relationship of Parties.** Patient and the Chiropractor intend and agree that the Chiropractor, 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 Chiropractor shall have exclusive control of his work and the manner in which it is performed.

**16. 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.

**17. 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.

18. **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.

19. **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 KSW Chiropractic address in Deer Park, TX.

20. **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.

**Member:**

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Accepted by Kelley Sports and Wellness, PLLC (DBA: KSW Chiropractic)**

By Whitley Kelly \_\_\_\_\_ Date: \_\_\_\_\_

**Whitley Kelley DC, Manager/Owner Kelley Sports and Wellness, PLLC, DBA KSW Chiropractic**