

Christian Healthcare Specialists, Inc.

GYNECOLOGY CARE AGREEMENT

This Agreement is entered into on _____, 20____, by and between Christian Healthcare Specialists, Inc., a Michigan non-profit corporation, located at 3322 East Beltline Court, N.E., Grand Rapids, Michigan 49525, and (patient name) _____, an individual, who resides at (patient address) _____ in (city) _____, (state) _____

Background

Christian Healthcare Specialists provides gynecology medical services to Patients at its facility located at 3322 Beltline Court NE, Grand Rapids, MI 49525. By executing this Agreement, the Patient is entering into care with Christian Healthcare Specialists and its providers for gynecology services according to the terms and conditions set forth in this Agreement.

Stipulations to Care

Patient Initials

Christian Healthcare Specialists is recognized by the Internal Revenue Service as a tax-exempt, religious and charitable not-for-profit corporation. As such, Christian Healthcare Specialists is legally permitted to provide services in a manner consistent with its Christian beliefs and values, however, there is no requirement that Patient agree to or espouse those Christian beliefs and values. Based on the foregoing, the Patient agrees to receive gynecology services from Christian Healthcare Specialists.

CHS does not counsel for nor refer for abortion.

CHS does not prescribe or administer medication for the purpose of causing an abortion.

Christian spiritual care is an integral aspect of the services provided.

Surgeries required to be performed under anesthesia and/or in a surgery center are performed at Spectrum Health facilities in Grand Rapids.

Gynecology services are provided on a cash/day-of-service basis or through insurance arrangements CHS may have with the patient's insurer.

Participation with Insurance. The Patient acknowledges that Christian Healthcare Specialists and its providers participate with a limited number of private insurance companies, but do not participate with Medicare or Medicaid. Neither Christian Healthcare Specialists nor any of its providers make any representations whatsoever that any fees paid under this Agreement are

covered by any health insurance or other third-party payment plans applicable to the Patient. The Patient shall retain full and complete responsibility for any such determination. Christian Healthcare Specialists' physicians are enrolled as prescribing and ordering providers only with Medicaid and do not submit claims to Medicaid for reimbursement.

Insurance or Other Medical Coverage. Patient acknowledges and understands that this Agreement is **not** an insurance plan and is **not** a substitute for health insurance or other health plan coverage. It will not cover hospital services, or any services not directly provided by Christian Healthcare Specialists or its providers. 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 the Patient may carry.

Termination. This Agreement will commence on the date executed by the parties and will continue by mutual agreement of the Patient and Christian Healthcare Specialists. Both the Patient and Christian Healthcare Specialists shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination, at any time upon the giving of 30 days prior written notice of termination to the other party.

Communications. Patient acknowledges that communications with Christian Healthcare Specialists and its providers using email, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. As such, Patient expressly waives Christian Healthcare Specialists' and its providers' obligations to guarantee confidentiality with respect to correspondence using such means of electronic communication. The Patient agrees that all such communications may become a part of the Patient medical records. By providing Patient's email address within the signature block of this Agreement, the Patient authorizes Christian Healthcare Specialists and its providers and staff to communicate with the Patient by email regarding the Member's "protected health information" ("PHI") (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA")). Further, by inserting the Patient's email address in the signature block to this Agreement, the Patient acknowledges that:

- A. Email 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 Christian Healthcare Specialists and its providers and staff will make all reasonable efforts to keep email communications confidential and secure, neither Christian Healthcare Specialists nor its providers or staff can assure or guarantee the absolute confidentiality of email communications;
- C. At the discretion of Christian Healthcare Specialists, email communications may be made a part of Member's permanent medical record; and
- D. Member understands and agrees that email 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 that the Patient could reasonably expect to develop into an emergency, the Patient shall call 911 or the nearest emergency room, and follow the directions of the emergency personnel.**

If the Patient does not receive a response to an email message within one business day, Patient agrees to use another means of communication to contact the provider. Neither Christian

Healthcare Specialists nor the providers/staff will be liable to the Patient for any loss, cost, injury, or expense caused by, or resulting from delay in responding to the 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 or any electronic messaging software, or failure to properly address email messages;
- (iii) Failure of Christian Healthcare Specialists' computers or computer network, or faulty telephone or cable data transmission;
- (iv) Any interception of email communications by a third party; or
- (v) Patient failure to comply with the guidelines regarding use of email communications set forth in this paragraph.

11. Change of Law. If there is a change of any law, regulation or rule, federal, state or local, which affects 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. If the parties are unable to reach an agreement concerning the modification of the Agreement within forty-five days after the date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.

12. 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.

13. Reimbursement for services rendered. If the Agreement is held to be invalid for any reason, and if Christian Healthcare Specialists is therefore required to refund all or any portion of the fees paid by the Patient, the Patient agrees to pay Christian Healthcare Specialists 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.

14. Amendment. No amendment of the Agreement shall be binding on a party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, Christian Healthcare Specialists may unilaterally amend this Agreement to the extent required by federal, state or local law or regulation ("Applicable Law") by sending the Patient 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 Christian Healthcare Specialists, except that Patient shall initial any such change at Christian Healthcare Specialists' 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.

15. Assignment. The Agreement, and any rights the Patient may have under it, may not be assigned or transferred by Patient.

16. Legal Significance. Patient agrees that this Agreement is a legal document and creates certain rights and responsibilities. Member 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 regarding 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. Mediation and Arbitration. Christian Healthcare Specialists' personnel believe that the Bible commands them to make every effort to live at peace and to resolve disputes in private or within the Christian Church (Matthew 18:15-20, I Corinthians 6:1-8.) The parties to this Agreement agree that any claim or dispute arising from or related to this agreement shall be settled by biblically based mediation and, if necessary, legally binding arbitration in accordance with the *Rules Of Procedure For Christian Conciliation* of the Institute for Christian Conciliation, a division of Peacemaker Ministries (www.hispeace.org). Judgment upon an arbitration award may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

20. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Michigan and all disputes arising out of this Agreement, if not resolved through biblically-based arbitration, shall be settled in the court of proper venue and jurisdiction for Christian Healthcare Specialists' address in Grand Rapids, Michigan.

Christian Healthcare Specialists, Inc.

By _____
President/Chief Executive Officer, Christian Healthcare Specialists, Inc.

The undersigned affirms that the Patient has voluntarily entered into the CHS Gynecology Care program under the Terms and Conditions described in this Agreement.

Patient Printed Name: _____

Patient Signature: _____ Date _____

Patient's Email address: _____