



PATIENT NAME: \_\_\_\_\_

**CHIROPRACTIC WELLNESS PLAN AGREEMENT**

The following agreement describes the terms of the Chiropractic Wellness Plan offered by Carolina Chiro Club and is constructed to allow electronic funds transfer from the below signed client and Carolina Chiro Club for the purpose of the Chiropractic Wellness Plan selected.

**AGREEMENT TERMS**

**Monthly Fee Schedule:** Adult: \$79 Add'l Adult\*: \$59 Child (0-17): \$39 Add'l Child\*: \$29  
*\*Additional adult or child must be a member of the same household*

**Total Monthly Plan Amount:** \$\_\_\_\_\_ **Date of First Automatic Credit Card Payment:** \_\_\_/\_\_\_/\_\_\_

**Plan Participants:**

\_\_\_\_\_ Adult Child  
\_\_\_\_\_ Adult Child  
\_\_\_\_\_ Adult Child  
\_\_\_\_\_ Adult Child

**Summary of Terms and Benefits:**

This is a month to month service that may be canceled at any time with a month's written notice without penalty. Your plan will be discontinued the following month after your 30-day notice is submitted and your last payment is auto-debited. If canceled, a new initial visit may be required to start a new wellness plan.

- This Chiropractic Wellness Plan is for the sole purpose of detection and correction of vertebral subluxation and is NOT for the diagnosis or treatment of any symptoms, diseases or conditions.
- All memberships are based on monthly auto-debit from a valid credit card or a semi-annual or annual prepayment by credit card, cash or check.
- All memberships are non-transferable.
- Fees charged are a retainer fee which allows access to the office during normal business hours.
- Members will receive a 100% discount on chiropractic adjustments delivered during normal business hours.
- This agreement is not insurance.
- Membership to the Chiro Club is not compatible with any health insurance program and will not be billed out. We do not accept health insurance, Medicare or any other government funded health insurance plan.
- No cash or credit refunds will be given for unused services. It is the Practice Member's sole responsibility to receive care per the chiropractor's recommendations.
- We reserve the right to cancel membership at any time for any reason.
- Membership Fee Guarantee: Price protection guarantee – price remains the same for a minimum of 12 months as long as you are an active Chiro Club member.



CAROLINA CHIRO CLUB  
DR. JOEL M. CARSON

PATIENT NAME: \_\_\_\_\_

**PAYMENT TYPE**

\_\_\_ Credit Card    \_\_\_ Debit Card    Last 4 Digits: \_\_\_\_\_    \_\_\_ Check\*    \_\_\_ Cash\*

\*Check and Cash payments only permitted for semi-annual or annual subscriptions.

\_\_\_ MONTHLY PAYMENT PLAN

Please charge my selected form of payment above for the total monthly electronic transfer amount starting on the date listed on this agreement and continue to charge this card for this amount on a monthly basis thereafter as indicated on this agreement.

\_\_\_ SEMI-ANNUAL PAYMENT PLAN

Please charge my selected form of payment above for six times (6X) the total monthly electronic transfer amount starting on the date listed on this agreement and continue to charge this card for this amount on a semi-annual basis thereafter as indicated on this agreement.

\_\_\_ ANNUAL PAYMENT PLAN

Please charge my selected form of payment above for twelve times (12X) the total monthly electronic transfer amount starting on the date listed on this agreement and continue to charge this card for this amount on an annual basis thereafter as indicated on this agreement.

I have read and understand the summary of terms and benefits as well as the Patient Agreement. I agree to these terms and wish to enroll as a member of Carolina Chiro Club's Wellness Plan.

Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_\_\_

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

**\*\*\*ALL PAYMENT INFORMATION BELOW THIS LINE WILL BE DESTROYED ONCE ENTERED\*\*\***

Credit/Debit Card Number: \_\_\_\_\_

Expiration: \_\_\_/\_\_\_    CVV: \_\_\_\_\_    Billing Zip Code: \_\_\_\_\_

Name on Card: \_\_\_\_\_



CAROLINA CHIRO CLUB

DR. JOEL M. CARSON

PATIENT NAME: \_\_\_\_\_

## PATIENT AGREEMENT

This is an Agreement between Carolina Chiro Club, a subsidiary of Workplace Health & Safety Services, LLC located at 1709 Husted Rd, Conway, SC 29526, Joel M Carson DC, (Chiropractor) in his capacity as an agent of Carolina Chiro Club, and you, (Patient). The Chiropractor, who specializes in chiropractic care, delivers care on behalf of Carolina Chiro Club, at the address set forth above. In exchange for certain fees paid by Patient, CAROLINA CHIRO CLUB 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. Also known as Practice Member.
- 2. Family.** Family members are defined as spouses and children. Children are defined as legal dependents under 18 years of age.
- 3. Services.** Services shall be limited to Chiropractic Adjustments, also known as Spinal Manipulations and/or Chiropractic Manipulative Therapy, along with any service or method utilized by Carolina Chiro Club as being part of a Progress Examination.
- 4. Payment.** Any inability to process payment, such as insufficient funds or expired credit card, must be dealt with in a timely manner by the Patient. Unpaid membership fees will cancel Patient eligibility for care.
- 5. Non-Participation in Insurance.** Patient acknowledges that neither Carolina Chiro Club, nor the Chiropractor, participate in any health insurance or HMO plans or panels and provides wellness services that are not covered under Medicare guidelines. No representation is made 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 (ABN). The ABN 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 ABN 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 outside of Chiropractic services within Carolina Chiro Club. Patient acknowledges that Carolina Chiro Club 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 Patient is involved in a Work injury or Automobile injury and your care is covered under the respective policies, your Chiropractic Wellness Membership Program may be suspended without penalty and may be reinstated once care for those injuries has completed.
- 8. Termination.** This Agreement will commence on the date first written above and will extend monthly, semi-annually or annually thereafter as long as payment is received. Patient and Carolina Chiro Club reserve the right to cancel at any time for any reason with a 30 day notice. If Carolina Chiro Club is unable to process payment for two consecutive payments, this Membership will be considered Terminated. Cancellation or Termination as noted here does not cancel the financial obligation of Patient for services rendered.



CAROLINA CHIRO CLUB

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PATIENT NAME: \_\_\_\_\_

9. **Communication.** Patient acknowledges that communication about cancellation must be delivered in person or in writing to the office. Email notification of cancellation is only accepted once Carolina Chiro Club has confirmed receipt.

10. **Change of Law.** If there is a change of any law, regulation or rule, federal, state, or local, which affects the Agreement 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 and Conditions. If the parties are unable to reach an agreement concerning the modifications of the Agreement within (45) 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.

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 Carolina Chiro Club is therefore required to refund all or any portion of the monthly fees paid by Patient, any amount due will be offset by the reasonable value of the Services actually rendered to the 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 parties. Notwithstanding the foregoing, Carolina Chiro Club may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation ("Applicable Law") by sending Patient 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 Carolina Chiro Club, except that Patient shall initial any such change at Carolina Chiro Club'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. **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 read all parts of the Agreement as well as 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.

15. **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.

16. **Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of South Carolina and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Carolina Chiro Club in Horry County, South Carolina.