

HEALTH SUITE 110 PATIENT AGREEMENT

This is an Agreement entered into on _____, 20____, between HEALTH SUITE 110 (Clinic, Us or We), and _____ (Patient or You).

Background

The Clinic is a Direct Pay primary care practice (DPC), which delivers primary care medical services (Services) through its physicians at 7199 West 98th Terrace, Suite 110, Overland Park, KS 66212. In exchange for certain fees, the CLINIC, agrees to provide, and YOU agree to accept, the Services as described in this Agreement on the following terms and conditions:

Definitions

- 1. Patient.** In this Agreement, “Patient” means the persons for whom the Physician shall provide care, and who have signed this agreement or are listed on the document attached as Appendix 1, which is a part of this agreement.
- 2. Services.** In this Agreement, “Services”, means the services, both medical and non-medical, to which you are entitled under this Agreement. These Services are described in Appendix 1, which is attached and is part of this Agreement.

Agreement

- 3. Term.** This Agreement will last for one year, starting on the date which appears in this Agreement in the first sentence, above.
- 4. Renewal.** The Agreement will automatically renew each year on the anniversary date of the agreement, unless one of the parties cancels the Agreement by giving 30 days written cancellation notice.
- 5. Termination.** Regardless of the terms of this Agreement, You always have the right to cancel this agreement. Either party can end this agreement by giving the other party 30 days written notice (see Item 6 for details). Any violation of Health Suite 110 policies will result in IMMEDIATE termination of this agreement.
- 6. Amount and Method of Payment.** In exchange for the Services (listed in in Appendix 1), You agree to pay Us, a monthly fee in the amount that appears in Appendix 3, which is attached and is Part of this Agreement.
 - a) This monthly fee is payable when you sign the Agreement, and on the first business day of each month thereafter.
 - b) The Parties agree that the required method of monthly payment shall be through either automatic payment through a credit card, or automatic deduction on a debit card.
 - c) If this Agreement is cancelled by either party before the Agreement ends, We will review and settle your account as follows:
 - (i) Any patient who wishes to cancel their membership must give us a a verbal or written 30 day notice. The patient is then responsible for their membership payment for one full month after they give their notice. This provides each patient the opportunity to refill any necessary medications, follow-up any ongoing issues and to coordinate transition to their new PCP before their membership expires to ensure ongoing continuity of care.
 - (ii) If Value of the Services you received over the term of the Agreement, exceeds the amount You paid in membership fees, You shall reimburse the CLINIC in an amount equal to the difference

between the value of the services received and amount You paid in membership fees over the term of the Agreement. The Parties agree that the value of the services is equal to the Clinic's usual and customary fee-for-service charges. A copy of these charge fees is available on request.

- d) An individual who was a previous member and left our clinic who would like to rejoin is responsible to pay one FULL-YEAR of membership at the time of their 1st visit. Any changes to this policy is at the physician's discretion.

7. Non-Participation in Insurance. You acknowledge that neither the CLINIC, nor its Physicians, participate in any health insurance or HMO plans or panels and have opted out of Medicare. Neither make any representations that the fees paid under this Agreement are covered by the Patient's health insurance or other third party payment plans. It is the Patient's responsibility to determine whether reimbursement is available from a *private, non-governmental* insurance plan or HSA and to submit any required billing.

8. Medicare. YOU acknowledge that the Physicians have opted out of Medicare, and as a result, Medicare cannot be billed for any services performed for the Patient by the Physician. The Patient agrees not to bill Medicare or attempt to obtain Medicare reimbursement for any such services. If the Patient is eligible for Medicare, or becomes eligible during the term of this Agreement, then s/he will sign the Medicare Opt Out and Waiver Agreement attached as Appendix 4 and incorporated by reference. The Patient shall sign and renew the Medicare Opt Out and Waiver Agreement **every two years**, as required by law.

9. This Is Not Health Insurance. You acknowledge that this Agreement is not an insurance plan or a substitute for health insurance. The Patient understands that this Agreement does not replace any existing or future health insurance or health plan coverage that Patient may carry. The Agreement does not include hospital services, or any services not personally provided by the CLINIC, or its employees. The Patient acknowledges that the CLINIC has advised the patient to obtain or keep in full force, health insurance that will cover the Patient for healthcare not personally delivered by the CLINIC, and for hospitalizations and catastrophic events.

10. Communications. The Patient acknowledges that although Clinic shall comply with HIPAA privacy requirements, communications with the Physician using e-mail, facsimile, video chat, cell phone, texting, and other forms of electronic communication can never be absolutely guaranteed to be secure or confidential methods of communications. As such, **Patient expressly waives the Physician's obligation to guarantee confidentiality with respect to the above means of communication.** Patient further acknowledges that all such communications may become a part of the medical record.

By providing an e-mail address on the attached Appendix 2, the Patient authorizes the CLINIC, and its Physicians to communicate with him/her by e-mail regarding the Patient's "protected health information" (PHI). The Patient 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 Physician will make all reasonable efforts to keep e-mail communications confidential and secure, neither the CLINIC, nor the Physician can assure or guarantee the absolute confidentiality of e-mail communications;
- (c) E-mail communications may be made a part of Patient's permanent medical record; and,
- (d) You understand and agree that e-mail is not an appropriate means of communication in an emergency, for time-sensitive problems, or for disclosing sensitive information. **In an emergency, or a situation that You could reasonably expect to develop into an emergency, You understand and agree to call 911 or the nearest Emergency room, and follow the directions of emergency personnel.**

- (e) Email Usage. **If You do not receive a response to an e-mail message within 24 hours, You agree that you will contact the Physician by telephone or other means.**
- (f) Technical Failure. Neither the CLINIC, nor the Physician will be liable for any loss, injury, or expense arising from a delay in responding to Patient, when that delay is caused by technical failure. Examples of technical failures (i) failures caused by an internet service provider, (ii) power outages, (iii) failure of electronic messaging software, or e-mail provider (iv) failure of the CLINIC's computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of e-mail communications by a third party which is unauthorized by the CLINIC; or (v) Patient failure to comply with the guidelines for use of e-mail described in this Agreement.

11. Change of Law. If there is a change of any relevant law, regulation or rule, federal, state or local, which affects the terms of this Agreement, the parties agree to amend this Agreement to comply with the law.

12. Severability. If any part of this Agreement is considered invalid or unenforceable by a court of competent jurisdiction, it will be amended to the extent necessary to be enforceable and the remainder of the contract will stay in force as originally written.

13. Reimbursement for services rendered. If this Agreement is held to be invalid for any reason, and the CLINIC is required to refund fees paid by You, You agree to pay the CLINIC an amount equal to the fair market value of the medical services You received during the time period for which the refunded fees were paid.

14. Amendment. No amendment of this Agreement shall be binding on a party unless it is in writing and signed by all the parties. Except for amendments made in compliance with Section 11, above.

15. Assignment. This Agreement, and any rights You may have under it, may not be assigned or transferred by You.

16. Legal Significance. You acknowledge that this Agreement is a legal document and gives the parties certain rights and responsibilities. You also acknowledge that You have had a reasonable time to seek legal advice regarding the Agreement and have either chosen not to do so or have done so and are 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 that drafted this Agreement. Headings 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 replaces any earlier understandings and agreements whether they are written or oral.

19. No Waiver. **The parties agree that from time to time, they may waive certain duties and requirements of the other party, under this agreement for example notice periods, payment terms, etc.** But doing so shall not constitute a waiver of such duties and responsibilities in the future.

20. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Kansas. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the CLINIC in Overland Park, Kansas.

21. Service. All written notices are deemed served if sent to the address of the party written above or appearing in Appendix 2 by first class U.S. mail.

The parties may have signed duplicate counterparts of this Agreement on the date first written above.

I agree to the terms and conditions of this patient agreement with Health Suite 110. I have reviewed and understand the medication and billing policies that are set forth by the practice. I have also reviewed and understand HIPAA policies. I understand that I will be able to obtain a copy of this agreement and HIPAA policies upon request.

Signature of Patient/Guardian

Printed Name of Patient/Guardian

HEALTH SUITE 110 PHYSICIAN SIGNATURE

Date

Appendix 1
Services and Payment Terms

1. **Medical Services.** Medical Services under this agreement are medical services that the Physician is permitted to perform under the laws of the State of Kansas, are consistent with Physician's training and experience, are usual and customary for a family medicine physician to provide including **evaluation and treatment of acute and chronic medical issues.**

Services offered in-clinic at no additional cost include:

- Urinalysis
- Urine pregnancy test
- Rapid test for strep throat
- Electrocardiogram (EKG)
- Spirometry
- Breathing treatments (nebulizer or inhaler with spacer)
- Blood glucose testing
- Removal of benign skin lesions*
- Simple aspiration/injection of joint*
- Pap smear*/well-woman care
- Removal of cerumen (ear wax)
- Repair of minor lacerations
- IUD removals
- Abscess incision and drainage
- Basic vision/hearing tests
- Additional services and procedures as they become available in clinic

The Patient shall also be entitled to a personalized, **annual "wellness examination and evaluation,"** which shall be performed by the Physician, and may include the following, as appropriate:

- o Detailed review of medical, family, and social history and update of medical record;
- o Personalized Health Risk Assessment utilizing current screening guidelines;
- o Preventative health counseling, which may include: weight management, smoking cessation, behavior modification, stress management, etc.;
- o Custom Wellness Plan to include recommendations for immunizations, additional screening tests/evaluations, fitness and dietary plans;
- o Complete physical exam & form completion as needed.

**The patient will be responsible for any lab charges if specimen sent for analysis as well as any pharmacy supplies necessary. All reasonable attempts will be made to utilize labs, supplies and services at pre-negotiated, discounted rates.*

Call is defined as a visit to the person's home, office, place of work, assisted living, independent living facility or nursing home. It is at the discretion of Health Suite 110 to accept a request by YOU to provide a house call. Services can be denied based upon distance to location, complexity of illness or issue, and at the medical decision of the physician.

YOU agree to terms of additional payment for this visit as well as any extra costs associated with services rendered at the time of service.

2. **Non-Medical, Personalized Services.** The CLINIC shall also provide Patient with the following non-medical services ("Non-Medical Services"):

- (a) **After Hours Access.** Patient shall have direct telephone access to the Physician seven days per week. Patient shall be given a phone number where patient may reach the Physician directly for guidance regarding concerns that arise unexpectedly after office hours. Video chat may be utilized when the Physician and Patient agree that it is appropriate.
- (b) **Physician Absence** From time to time, due to vacations, illness, or personal emergency, the Physician may be temporarily unavailable to provide the services referred to above. In order to assist Patients in scheduling non-urgent visits, the Clinic will notify Patients of any planned Physician absences as soon as the dates are confirmed. In the event of the Physician's unplanned absences, Patients will be given instructions on how to contact a covering physician. Such physician shall be available to Patient to the same extent as would the Physician. Treatment rendered by the substitute physician may or may not be covered under this contract.
- (c) **E-Mail Access.** Patient shall be given the Physician's e-mail address to which non-urgent communications can be addressed. Such communications shall be dealt with by the Physician or staff member of the CLINIC in a timely manner. **Patient 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 Patient could reasonably expect may develop into an emergency.** Patient agrees that in such situations, when a Patient cannot speak to Physician immediately in person or by telephone, that Patient shall call 911 or the nearest emergency medical assistance provider, and follow the directions of emergency medical personnel.
- (d) **No Wait or Minimal Wait Appointments.** Reasonable effort shall be made to assure that Patient is seen by the Physician immediately upon arriving for a scheduled office visit or after only a minimal wait. If Physician foresees a minimal wait time, Patient shall be contacted and advised of the projected wait time.
- (e) **Same Day/ Next Day Appointments.** When Patient calls or e-mails the Physician 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 Physician on the same day. If the patient calls or e-mails the Physician 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 Physician on the following normal office day. In any event, however, the CLINIC shall make every reasonable effort to schedule an appointment for the Patient on the same day that the request is made.
- (f) **Specialists Coordination.** The CLINIC and Physician shall refer Patient to specialists if desired, and coordinate medical care with patient's specialists and clinicians, in order to maintain continuity of care. Specialist's fees and any other fees for services delivered by medical professionals other than the CLINIC Physician may be submitted to Patient's health insurance. *However, it is understood and agreed that such fees are not covered under this agreement, and are the Patient's responsibility.*

**APPENDIX 2
PATIENT ENROLLMENT**

THIS FORM NOT REQUIRED IF ENROLLING ONLINE

Annual fees as set out below shall apply to the following Patient(s), who by signing below agree to the terms and conditions of the HEALTH SUITE 110, LLC Medical Agreement Form.

Printed Name	Date of Birth (MM/DD/YYYY)	Age
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Street Address	City, State, Zip
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Home Phone	Work Phone	Cell Phone	Preferred email
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Partner Name	Date of Birth (MM/DD/YYYY)	Age
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Home Phone	Work Phone	Cell Phone	Preferred email
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Dependents to Whom this Agreement Applies:

Print Name	Date of Birth (MM/DD/YYYY)	Age
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Print Name	Date of Birth (MM/DD/YYYY)	Age
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Preferred Payment Method*

- Yearly (Credit/Debit Card)
- Monthly (Credit/Debit Card, charged on the first business day of each month/ Check)

*All patients must have a credit or debit card on file to cover the cost of membership and any incidentals not covered under the Agreement.

I certify that I have read, understand, and agree to the terms set forth in the HEALTH SUITE 110 Medical Agreement Form. I further certify that I have received a copy of this form.

Signature: _____

**APPENDIX 3
FEE ITEMIZATION**

See website for current membership pricing: www.healthsuite110.com

Credit card number _____

Expiration date _____ CVV _____ Zip code _____

Name on card _____

Signature _____

Insurance company & policy # _____