

## PATIENT AGREEMENT

### Sacred Heart Family Medicine LLC

This is an Agreement entered into on \_\_\_\_\_ between Sacred Heart Family Medicine, LLC, a Indiana Limited Liability Company (PRACTICE, Us or We), and \_\_\_\_\_ (Patient or You).

#### **Background**

The PRACTICE is a Direct Pay primary care practice (DPC), which delivers primary care services through its physician, Dr. Elizabeth Wright (Physician), at 642 East Main Street, Brownsburg, IN 46112. In exchange for specific fees, the PRACTICE agrees to provide you with the services described in this agreement on the terms and conditions contained in this Agreement.

#### **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 B, which is part of this agreement.
- 2. Services.** In this Agreement, “Services” means the collection of services offered to You by Us in this Agreement. These Services are listed in Appendix A, which is attached and a part of this Agreement.

#### **Agreement**

- 3. Term.** This Agreement shall be effective for one year, commencing on the date listed above.
- 4. Renewal.** The Agreement will automatically renew each year on the anniversary date of the Agreement, unless either party cancels the Agreement by providing 30 days' written notice of cancellation.
- 5. Termination.** Regardless of anything written above, You always have the right to cancel this agreement. Either party may terminate this agreement at any time by providing the other party with 30 days' written notice.
- 6. Reenrollment.** If You terminate this agreement and then choose to reenroll within 6 months, you will be charged an additional reenrollment fee in the amount of three times a single month's membership fee at the time of reenrollment.
- 7. Payments and Refunds – Amount and Methods.** In exchange for the Services listed in Appendix A, You agree to pay Us a fee in the amount specified in Appendix B, which is attached and forms part of this Agreement.
  - a) Billing is in advance, such that the membership fee paid is for the upcoming month or year, depending on membership plan. Additional charges are billed at the time of service and added to the next monthly invoice. In the situation that membership services begin on a day different from the first billing date, a prorated membership fee will be charged to You.
  - b) The Parties agree that the required method of monthly payment shall be by automatic payment, through a credit or debit card, or automatic bank draft, unless otherwise agreed upon by both parties.
  - c) If either party cancels this Agreement before the Agreement ends, We will review and settle your account as follows:

- (i) We will refund to You the unused portion of your fees on a per diem basis; or
- (ii) If the value of the Services you received over the term of the Agreement exceeds the amount You paid in membership fees, You shall reimburse the PRACTICE in an amount equal to the difference between the value of the services received and the 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 PRACTICE's usual and customary fee-for-service charges. A copy of these fees is available on request.

d) Should there be any charges that You disagree with, You agree to contact the PRACTICE to discuss them before making any disputes with the bank. \_\_\_\_\_ **(Initial)**

**7. Non-Participation in Insurance.** Your initials on this clause of the Agreement acknowledge the Patient's understanding that neither the PRACTICE nor its Physicians participate in any health insurance or HMO plans. We make no representations that your health insurance or other third-party payment plans cover any fees that You pay under this Agreement. It is the Patient's responsibility to determine whether reimbursement is available from a *private, non-governmental* insurance plan and to submit any required billing.

\_\_\_\_\_ **(Initial)**

**8. Medicare Patients.** Your initials on this clause of the Agreement acknowledge the Patient's understanding that, at this time, Medicare cannot be billed for any services performed by the PRACTICE. Patient understands that any services rendered by the PRACTICE are done so based on the private contract contained in Appendix C and will not be covered by Medicare. The Physicians at Sacred Heart Family Medicine have opted-out of Medicare and are not Medicare providers. Any excess fees will be refunded to the Patient, and the PRACTICE will make every effort to provide the Patient with names and contacts for primary care alternatives.

\_\_\_\_\_ **(Initial)**

**9. This Is Not Health Insurance.** Your initials on this clause of the Agreement acknowledge Your understanding that this Agreement is not an insurance plan or a substitute for health insurance. You understand that this Agreement does not replace any existing or future health insurance or health plan coverage that You may carry. The Agreement does not include hospital services or any services not personally provided by the PRACTICE or its employees. You acknowledge that the PRACTICE has advised You to obtain or keep in full force, health insurance that will cover You for healthcare not personally delivered by the PRACTICE, and for hospitalizations and catastrophic events. \_\_\_\_\_ **(Initial)**

**10. Communications.** The Patient acknowledges that although the PRACTICE shall comply with HIPAA privacy requirements, communications with the Physicians using e-mail, facsimile, video chat, cell phone, texting, and other forms of electronic communication can never be guaranteed to be secure or confidential methods of communication.

As such, **Patient expressly waives the Physicians' obligation to guarantee confidentiality with respect to the above means of communication.** Patient further acknowledges that all such communications may become part of the medical record.

By providing an e-mail address, the Patient authorizes the PRACTICE and its Physicians to communicate with him/her by e-mail regarding the Patient's "protected health information" (PHI).<sup>1</sup> 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 Physicians will make all reasonable efforts to keep e-mail communications confidential and secure, neither the PRACTICE nor the Physicians can assure or guarantee the absolute confidentiality of e-mail communications;
- (c) At the discretion of the Physicians, e-mail communications may be made a part of the Patient's permanent medical record; and,
- (d) You understand and agree that e-mail or secure messaging/texting 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 and Secure Messaging/Texting Usage. **If You do not receive a response to an e-mail or secure message/texting within 24 business hours, You agree that you will contact a Physician by telephone or other means.**
- (f) Technical Failure. Neither the PRACTICE nor the Physicians will be liable for any loss, injury, or expense arising from a delay in responding to the Patient when a technical failure causes that delay. Examples of technical failures include (i) failures caused by an internet or phone service provider, (ii) power outages, (iii) failure of electronic messaging software, or e-mail provider, (iv) failure of the PRACTICE's computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of e-mail or phone communications by a third party which is unauthorized by the PRACTICE; or (v) Patient failure to comply with the guidelines for use of e-mail or secure messaging/texting described in this Agreement.

**11. Change of Law.** If there is a change in any relevant federal, state, or local law, regulation, or rule that 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 legally invalid or unenforceable by a court of competent jurisdiction, that part 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 PRACTICE is required to refund fees paid by You, You agree to pay the PRACTICE 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.

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<sup>1</sup> as that term is defined in the Health Insurance Portability and Accountability Act(HIPAA) of 1996 and its implementing regulations.

**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 legally binding document that confers certain rights and responsibilities upon the parties. 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 rules requiring that it be construed against the party who drafted the Agreement. The captions in this Agreement are only for the sake of convenience and have no legal meaning.

**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.** To allow for the flexibility of certain terms of the Agreement, each party agrees that they may choose to delay or not to enforce the other party's requirement or duty under this agreement (for example, notice periods, payment terms, etc.). Doing so will not constitute a waiver of that duty or responsibility. The party reserves the right to enforce these terms at any time.

**20. Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Indiana. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the PRACTICE in Brownsburg, Indiana.

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

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

Elizabeth Wright, MD

Sacred Heart Family Medicine

Physician Signature

Date

Patient Name

Patient Signature

Date

## APPENDIX A

### SERVICES

1. **Medical Services.** Medical Services under this agreement are those medical services that the Physicians are permitted to perform under the laws of the State of Indiana, are consistent with Physicians' training and experience, are usual and customary for a primary care physician (family medicine trained) to provide, and include the following:<sup>2</sup>

- Acute and Non-acute Office Visits
- Well-Woman Care including Pap Smear (with additional lab fees)
- Well-Child Care
- Pre-Employment and Pre-Participation Physical
- Electrocardiogram (EKG)
- Blood Pressure Monitoring
- Diabetic Monitoring
- Breathing Treatments (nebulizer)
- Urinalysis
- Urine Pregnancy Testing
- Rapid Test for Strep Throat
- Removal of skin lesions
- Removal of Cerumen (ear wax)
- Abscess Incision and Drainage
- Basic Vision/Hearing Screening
- At the Physicians' discretion, additional services may be offered for an additional fee
  - Drawing basic labs. Labs and testing that cannot be performed in-house will be offered at a negotiated rate through select vendors.\*
  - The convenience of access to many commonly prescribed prescription medications at wholesale prices, dispensed on premises.\*\*

\*Patient is responsible for all costs associated with any procedure, laboratory testing, and specimen analysis.

\*\*Prescription medications dispensed by the PRACTICE pharmacy are subject to an additional charge, for which the Patient is responsible.

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<sup>2</sup> As deemed appropriate and medically necessary by the Physician.

**It is the policy of Sacred Heart Family Medicine LLC that its Physician may direct any patient to the ER without evaluation if the patient's medical needs are deemed emergent or outside the scope of our practice.**

The Patient is also entitled to a personalized, annual in-depth “wellness examination and evaluation,” which shall be performed by a Physician, and may include the following, as

appropriate:

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

**2. Non-Medical, Personalized Services.** PRACTICE shall also provide Patient with the following non-medical services (“Non-Medical Services”), which are complementary to our members in the course of care:

a. **After Hours Access.** Patient shall have direct telephone access to a Physician seven days per week. Patient shall be given a phone number where Patient may reach a Physician directly for guidance regarding concerns that arise unexpectedly after office hours. Video chat and text messaging may be utilized when the Physician and Patient agree that it is appropriate. Non-urgent matters will be answered within 24 business hours.

b. **Physician Absence.** From time to time, due to vacations, illness, or personal emergency, a Physician may be temporarily unavailable to provide the services referred to above in Paragraph One. To assist Patients in scheduling non-urgent visits, PRACTICE will notify Patients of any planned Physician absences as soon as the dates are confirmed. In the event of a Physician’s unplanned absence, Patients will be given the name and telephone number of an appropriate provider for the Patient to contact. Any treatment rendered by the substitute provider may not be covered under this contract, and in that case, may be submitted to the Patient’s health plan.

c. **E-Mail Access.** **Patients shall be given a Physician’s e-mail address** to which routine but neither urgent nor emergent communication can be addressed. Such communications shall be dealt with by a Physician or staff member of PRACTICE 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.** The patient agrees that, in situations where Patient cannot speak to a Physician immediately in person or by telephone, Patient shall call 911 or the nearest emergency medical assistance provider and follow the directions of emergency medical personnel.

d. **Specialists Coordination.** PRACTICE and 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 specialist’s fees or fees due to any medical professional other than the PRACTICE Physicians.**

## **HIPAA Notice of Privacy Practices**

By signing below, I acknowledge that I have been given an opportunity to read and review the Notice of Privacy Practices, which contains a detailed description of the uses and disclosures of my health information. A copy of this notice may be requested, if desired.

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Patient Signature

## **APPENDIX B**

### **Sacred Heart Family Medicine Fee Schedule**

This Appendix B is incorporated by reference into the Agreement between Sacred Heart Family Medicine, LLC (“Practice”) and \_\_\_\_\_ (“Patient” or “You”) and outlines the applicable fee schedule for services provided under the Direct Primary Care membership model.

#### **1. Base Monthly Membership Fees**

- Adult (ages 18–64): \$100 per member per month
- Older Adult (age 65 and older): \$120 per member per month
- Child (with enrolled parent): \$50 per member per month for first 2 children, \$25 per member per month for subsequent children

2. For family membership, discounts are at the discretion of the Practice.

3. Patient may choose to pay fees annually at the same rates listed above.

4. Fee Adjustments: Fees are subject to change with advance written notice as specified in the Agreement. Any changes will apply prospectively and will not affect fees already paid.