# **Patient Agreement**

OPTIMAL HEALTH DIRECT PRIMARY CARE, PLLC.

This Agreement entered on , between **Optimal Health Direct Primary Care, PLLC**,a Pennsylvania professional corporation **(PRACTICE)**, andthe Principal and Member(s) set forth below.

**Background**

# The PRACTICE is a Direct Pay Primary Care practice (DPC), which delivers primary care services through its licensed professionals. In exchange for certain fees paid by the Principal, the PRACTICE, agrees to provide the Member(s) with the Services described in this Agreement on the terms and conditions contained in this Agreement.

1. **Definitions**

# **Member.** Member means the person(s) for whom the PRACTICE shall provide Services, and who are signatories to, or listed below, as Members.

* 1. **Principal.** Principal means the person who is financially responsible for enrollment, membership and visit fees. The Principal may or may not also be a Member.
  2. **Membership.** Membership in the PRACTICE is defined as eligibility for Services, as defined below.
  3. **Services.** Services means a package of both medical and non-medical services as defined in **Appendix 1** which are included in the price of the Membership.
  4. **Amenities.** Amenities means services provided for a fee separate from the enrollment and monthly membership fee, billable directly to the Principal. A list of Amenities is provided in **Appendix 2.**
  5. **Initial Enrollment Fee.** A non-refundable one-time fee paid by the Principal on the day of enrollment.
  6. **Monthly Membership Fee.** A recurring monthly fee paid for Services provided by the PRACTICE.

1. **Service Provision.** In exchange for an initial enrollment and monthly membership fee paid by the Principal, the PRACTICE shall provide the Services.
2. **Services Excluded.** Membership in the PRACTICE does not include immunizations, laboratory tests, medical devices, emergency room medical services, specialist care, hospital care, radiology, or other specialty health care needs. If the Physician feels a healthcare need is outside of the scope of his/her training, referral to a specialist will be warranted. Membership in the PRACTICE does not preclude medically necessary specialist evaluation or referral as deemed appropriate by the Physician. Although the PRACTICE may help procure specialist cash pricing for the Member, the PRACTICE does not guarantee discounted specialist pricing. If the PRACTICE does not have information providing specialist cash pricing on hand, it will be the Member’s responsibility to obtain such pricing at the specialist's office to whom the Physician refers the Member.
3. **Non-Participation with Insurance.** Members acknowledge that neither the PRACTICE nor the Physicians participate in any health insurance or HMO plans or panels. The PRACTICE makes no representations whatsoever that any fees paid under this Agreement are covered by health insurance or other third-party payment plans applicable to the Member. The Member shall retain full and complete responsibility for any such determination.

Any submissions for insurance reimbursement are between the Principal and/or Member and their insurance company, according to the terms of their individual insurance contracts. There is no guarantee of reimbursement by the Member's insurance company.

The Member acknowledged that he/she is not eligible for Medicare.

If a Member is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then Member will sign a separate Medicare Opt-Out Agreement on an annual basis acknowledging that the Services are not reimbursed by Medicare. Members agree not to bill Medicare or attempt Medicare reimbursement for any Services.

1. **Insurance or Other Medical Coverage.** Members acknowledge and understand that this Agreement is not an insurance plan, and is not a substitute for health insurance or other health plan coverage (such as participation in an HMO). Membership will not cover hospital services, or any services not personally provided by the Physicians. Member acknowledges that the PRACTICE has advised that Member obtain or keep in full force health insurance policy(ies) or plans that will cover Member for general healthcare costs.
2. **Payments.** The required method of payment is recurring monthly credit or debit card charge. Fees will be charged according to the billing policies and procedures set forth in **Appendix 2.**

Health Savings Accounts (“HSA”)/Flexible Spending Accounts (“FSA”) may be used for payments/fees following the rules of each plan but the PRACTICE in no way guarantees reimbursement for Services. Monthly Membership Fees are not approved for reimbursement by an HSA or FSA per Federal Law and the PRACTICE recommends that the Member discuss tax guidelines/law with their accountant or attorney.

1. **Term.** This Agreement will commence on the date of execution of this Agreement, payment of the Initial Enrollment Fee and first Month's Membership Fee. It shall continue for a minimum initial period of 2 months,then automatically renew monthly.
2. **Termination.** Principal/Member and the PRACTICE shall have the absolute and unconditional right to terminate this Agreement, without showing any cause for termination, upon giving 30 days’ prior written notice to the other party. Unless previously terminated as set forth above, at the expiration of the initial 2-month term (and each succeeding monthly term), the Agreement will automatically renew for successive monthly terms. Urgent care access and chronic medication refills will continue for 30 days from notice of termination. The PRACTICE does not refund Monthly Membership or Initial Enrollment Fees or any other fees. Member may continue to access Services until the last day of the 30-day termination period. For example, if a Member gives notice of termination or is terminated by the PRACTICE on July 15th, their last payment will be billed on August 1st. Urgent access and chronic medication refills will continue for 30 days from notice of termination, until August 14th. Membership fees are not pro-rated in the final month of membership.
3. **Cancelled appointments.** Principal may be charged as set forth in **Appendix 2** if a Member cancels his/her appointment within 24 hours of the scheduled appointment. The PRACTICE understands there are special situations where cancellation within 24 hours is unavoidable and will always take this into consideration. The Member acknowledges it is their responsibility to reschedule cancelled appointments.
4. **Missed Appointments.** Principal Member shall be charged as set forth in **Appendix 2** if an appointment is missed. The PRACTICE reserves the right to terminate the membership of a Member for habitual no-shows. Member acknowledges it is their responsibility to reschedule a no-show appointment. Missed appointments inhibit the ability of the Practice to provide other Members efficient access for acute and chronic issues.
5. **Communications.** The Member acknowledges that, although the PRACTICE shall comply with all legal privacy requirements, communications with the PRACTICE using email, facsimile, video chat, cell phone, texting, and other forms of electronic communication can never be certain to be secure or confidential methods of communications. As an accommodation to Members, the PRACTICE does not require Members to utilize encryption software, so the PRACTICE cannot be responsible for the security and privacy of these messages. Member acknowledges that all such communications may become a part of the medical record. By providing an e-mail address upon registration in the electronic health record, the Member authorizes the PRACTICE and its Providers to communicate with him/her by e-mail. The Member further acknowledges that:
   1. 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 Member could reasonably expect to develop into an emergency, Member understands and agrees to call 911, and follow the directions of emergency personnel.
   2. If Member does not receive a response to an e-mail/text message within 24 hours, Member agrees that Member will contact the PRACTICE by telephone or other means. If it is an urgent issue and email/text message had not been answered within one hour, Member agrees to call the PRACTICE using the phone number provided upon enrollment.
   3. The PRACTICE will not be liable for any loss, injury, or expense arising from a delay in responding to Member, when that delay is caused by technical failure. Examples of technical failures include, but are not limited to: (i) failures caused by an internet service provider, (ii) power outages, (iii) failure of electronic messaging software or email providers (iv) failure of the PRACTICE's computers or computer network, or faulty telephone or cable data transmission, or (iv) any interception of e-mail communications by a third party.
6. **Severability.** If any part of this Agreement is held to be 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 this Agreement will stay in force as originally written.
7. **Reimbursement for Services Rendered.** If this Agreement is held to be invalid in whole or in part for any reason, and the PRACTICE is required to refund fees paid by Principal, such refund shall be offset by an amount equal to the fair market value of the medical services Member received during the period for which the refunded fees were paid.
8. **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, the PRACTICE may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation (Applicable Law) by sending Principal and Members 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 the PRACTICE.

1. **Assignment.** This Agreement, and any rights Member may have under it, may not be assigned or transferred by Member.
2. **Legal Significance.** Member and Principal acknowledge that this Agreement is a legal document and gives the parties certain rights and responsibilities. Member and Principal also acknowledge that each has 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.
3. **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.
4. **Entire Agreement.** This Agreement contains the entire agreement between the parties and replaces any earlier understandings and agreements, either written or oral.
5. **No Waiver.** 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 will have the right to enforce such terms again at any time.
6. **Jurisdiction.** This Agreement shall be governed and construed under the laws of the Commonwealth of Pennsylvania. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the PRACTICE in Ottsville, Pennsylvania.
7. **Vacation/ Conference coverage**. The member acknowledges that the Practice may close for up to 4 (four) weeks per year. The Practice will attempt to provide alternative coverage however it is not guaranteed.
8. **Service.** All written notices are deemed served if sent to the address of the party written below by first class U.S. mail.

IN WITNESS WHEREOF, with the intent to be legally bound, the parties have signed duplicate counterparts of this Agreement on the date first written above.

Optimal Health Direct Primary Care, PLLC.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tatiana Arolli, DO,

Owner

8133 Easton Road, suite 117

Ottsville, PA, 18942

Signature of Principal Name of Principal (printed)

Address:

Signature of Member Name of Member (printed)

COMMUNICATION CONSENT

It is the policy of the PRACTICE not to release confidential and/or unauthorized information by any means. Whenever returning telephone calls and the answering machine picks up, we do not leave a message if the name or telephone number is not on the recorded message to identify the residence. Also, information beyond our identification and return contact numbers will not be left with an answering machine.

I authorize the PRACTICE to contact me and leave contact information messages at the following numbers:

PLEASE PROVIDE THE APPROPRIATE NUMBERS IN THE SPACES BELOW, AND CHECK THE PRIMARY CONTACT NUMBER.

Home \_

Work ­\_\_\_

Cell \_

I you would like to have information released to someone other than yourself, please complete the following:

Please List the names of authorized people:

Spouse:

Parent:

Other names (please list relationship, such as boyfriend/girlfriend, fiancé, sister, etc.):

Name:

Relationship:

PRINTED NAME:

Patient/Guardian Signature

Optimal Health

Direct Primary Care

Combined Acknowledgment and Consent

Acknowledgement of receipt of notice and consent to use and disclose health information

Read before signing the Acknowledgement and Consent

This acknowledgement of notice and consent authorizes Optimal Health Direct Primary Care to use and disclose health information about you for treatment, payment, and healthcare operations purposes.

Notice of Privacy Practices. Optimal Health Direct Primary Care has a Notice of Privacy Practices, which describes how we may use and disclose your protected health information and how you can access your protected health information and exercise other rights concerning your protected health information. You may review our current notice prior to signing this acknowledgement and consent.

Amendments. We reserve the right to change our Notice of Privacy Practices and to make the terms of any change effective for all protected health information that we maintain, including information created or obtained prior to the date if the effective date of the change. You may obtain a revised notice by submitting a written request to our Privacy Officer.

How to contact our Privacy Officer Tatiana Arolli, D.O.

Mail: Optimal Health Direct Primary Care \* Attention: Privacy Officer

\* 8133 Easton Road\* Suite 117 \* Ottsville, PA 18942

Telephone: 267-454-6896

Fax: 812-458-4310

Acknowledgement and Consent

Print or type all information except signature

I have received the Notice of Privacy Practices of Optimal Health Direct Primary Care and authorize them to use and disclose health information about \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Patient name) for treatment, payment, and healthcare operations purposes consistent with its Notice of Privacy Practices.

Signature of patient (Or patient's personal representative) and date:

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Name of Personal representative of patient (if applicable) and date:

Relationship to patient (or other authority):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_