DIRECT PRIMARY CARE PATIENT AGREEMENT

Integrated Care, Inc.

This is an Agreement between **Integrated Care, Inc.** **(Practice)**, an Illinois Service Corporation located at 22285 N. Pepper Road, Suite 407, Lake Barrington, IL 60010, Daniel R. Di Iorio **(Physician)** in his capacity as an agent of Integrated Care, Inc. and you **(Patient)**.

**Background**

The Physician, practices family medicine, delivers care on behalf of Practice in Lake Barrington, Illinois. In exchange for certain fees paid by You, Practice, through its Physician(s), agrees to provide patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement. The practice website is [www.integratedcare.net](http://www.integratedcare.net).

**Definitions**

1. **Patient.** A patient is defined as those persons for whom the Physician shall provide Services, and who are signatories to, or listed on the documents attached as Appendix 1, and incorporated by reference, to this agreement.
2. **Services.** As used in this Agreement, the term Services, shall mean a package of ongoing primary care services, both medical and Non-medical, and certain amenities (collectively “Services”), which are offered by Practice, and set forth in Appendix 1 and 2. The Physician will provide only those Services deemed clinically appropriate in any given circumstance, consistent with prevailing standards of care. The Patient will be provided with methods to contact the physician via phone, email and other methods of electronic communication. Physician will make reasonable effort to address the needs of the Patient in a timely manner, but cannot guarantee availability, and cannot guarantee that the patient will need to seek treatment in the urgent care or emergency department setting.
3. **Fees.** In exchanges for the services described herein, Patient agrees to pay Practice, the amount as set forth in Appendix 1 and 2, attached. Applicable enrollment fees are payable upon execution of this agreement. If this agreement is terminated by either party before the end of an applicable monthly period, then the Practice shall seek only partial payment for the final month of service based on the number of days of membership provided to the patient and the itemized charges, set forth in Appendix 2, for services rendered to Patient up to the date of termination.
4. **Non-participation in insurance.** Patient acknowledges that neither Practice, nor the physician(s) participate in any health insurance or HMO plans through this locality. The Physician(s) have opted to continue as (a) Medicare provider(s). Patient acknowledges that federal regulations PROHIBIT Physician(s) who provide covered services to Medicare beneficiaries from entering into a private direct primary care contract. As such, Medicare recipients will receive “fee-for-service” care but are ineligible for the benefits of membership in our direct primary care practice at this time.
5. **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 not personally provided by Practice or its Physician(s). Patient acknowledges that Practice 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, in isolation does NOT meet the insurance requirements of the Affordable Care Act, and is not intended to replace any existing of future health insurance or health plan coverage that Patient may carry. This Agreement is for ongoing primary care, and the patient may need to visit an emergency room or urgent care from time to time. Physician will make reasonable efforts to be available at all times via phone, email, other methods such as “after hours” appointments when appropriate, but Physician cannot guarantee 24/7 availability.
6. **Term.** This Agreement will commence on the date it is signed by the Patient and Physician below and will extend monthly thereafter. Notwithstanding the above, both Patient and Practice shall have the absolute and unconditional right to terminate the Agreement, without showing the cause for termination. The Patient may terminate the Agreement with twenty-four hours prior notice, but the Practice shall give thirty days prior written notice to the Patient and shall provide the Patient with a list of other Practices in the community in a manner consistent with local patient abandonment laws. Unless previously terminated as set forth above, at the expiration of the one-month term (and each succeeding monthly term), the Agreement will automatically renew for successive monthly terms upon payment of the monthly fee at the end of the contract month. Example of reasons the Practice may want to terminate the Agreement with the Patient may include but are not limited to:
   1. The Patient fails to pay applicable fees owed pursuant to Appendix 1 and 2 per this Agreement;
   2. The Patient has performed an act that constitutes fraud;
   3. The Patient repeatedly fails to adhere to the recommended treatment plan, especially regarding the use of controlled substances;
   4. The Patient is abusive, or presents an emotional or physical danger to the staff or other patients of Practice;
   5. Practice discontinues operation; and
   6. Practice has the right to determine whom to accept as a patient, just a patient has the right to choose his or her physician. Practice may also terminate a Patient without cause as long as the termination is handled appropriately (without violating patient abandonment laws).
7. **Privacy and Communication.** You acknowledge that communication with the Physician using email, facsimile, video-chat, instant messaging and cell phone are not guaranteed to be secure or confidential methods of communications. The Practice will make an effort to secure all communications via passwords and other protective means and will be discussed in an annually updated Health Insurance Portability and Accountability (HIPPA) “Risk Assessment.” The Practice will make an effort to promote the utilization of the most secure methods of communication, such as software platforms with data encryption, HIPPA familiarity, and a willingness to sign HIPPA Business Associate Agreements. This may mean that conversations over certain communication platforms are highlighted as preferred based on higher levels of data encryption, but many communication platforms, including email, may be made available to the patient. If the Patient initiates a conversation in which the Patient discloses “Protected Health Information (PHI)” on one or more of these communication platform(s) then the Patient has authorized the Practice to communicate with the Patient regarding PHI in the same format.
8. **Severability.** If for any reason any portion 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.
9. **Reimbursement for Services if Agreement is Invalidated.** If this Agreement is held to be invalid for any reason, and if Practice is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay Practice an amount equal to the fair market value of the Services actually rendered to Patient during the period of time for which the refunded fees were paid.
10. **Assignment.** This Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient.
11. **Jurisdiction.** This Agreement shall be governed and construed the laws of the State of Illinois and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the Practice address in Lake Barrington, Illinois.
12. **Patient understandings (initial each):**
    1. This Agreement is for ongoing primary care and is NOT a medical insurance agreement.
    2. I do NOT have an emergent medical problem at this time.
    3. In the event of a medical emergency, I agree to call 911 first.
    4. I do NOT expect the Practice to file or fight any third-party insurance claims on my behalf.
    5. I do NOT expect the Practice to prescribe chronic controlled substances on my behalf. (These include commonly abused opiate medications, benzodiazepines, and stimulants.)
    6. In the event that I have a complaint about the Practice I will first notify the Practice directly.
    7. This Agreement (without a “wrap-around” compliant insurance policy) does not meet the individual insurance requirement of the Affordable Care Act.
    8. I am enrolling (myself and my family if applicable) in the Practice voluntarily.
    9. I may receive a copy of this document upon request.
    10. This Agreement is non-transferable.

Patient Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Patient (or Guardian) Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physician Name Daniel R. Di Iorio\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physician Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX 1 Integrated Care, Inc. Periodic & Enrollment Fees**

This Agreement is for ongoing primary care. This is Agreement is NOT HEALTH INSURANCE and is NOT A HEALTH MAINTENANCE ORGANIZATION. The Patient may require the care of specialists, emergency rooms, and urgent care centers that are outside the scope of this Agreement. Each Physician within the Practice will make an appropriate determination about the scope of primary care services offered by the Physician. Examples of common conditions we treat, procedures we perform, and medications we prescribe are listed on our website ([www.integratedcare.net](http://www.integratedcare.net)) and are subject to change.

**Fee Schedule**

Enrollment Fee. This is charged when the Patient enrolls with the Practice and is nonrefundable. This fee is subject to change. If a patient discontinues membership and wishes to re-enroll in the practice, we reserve the right to decline re-enrollment or to require that the re-enrollment fee reflect an amount equivalent to the months of absent payments when dis-enrolled from the Practice.

Your Enrollment fee is $99.

Monthly Periodic Fee (billed at the end of the service period). This fee is for providing discounted ongoing primary care services. Each scheduled in-person visit (up to fifteen per year) ***will be charged a $20 per visit scheduling/overhead fee***. Your number of virtual visits (e-mail, electronic, phone) are not capped but may be charged at a rate equivalent to an in-person service. We prefer that you schedule visits more than 24 hours in advance when possible. Some ancillary services will be passed through “at cost” (based on our actual acquisition costs of supplies or services). Examples of these ancillary services include laboratory testing and dispensed medications and these are described in Appendix B. Many services available in our office (such as EKGs, manual therapy, etc.) are available at no additional cost to you as a member. There is a list of services included in the membership as well as some services that may incur an additional fee on our website ([www.integratedcare.net](http://www.integratedcare.net)) and are subject to change.

The current monthly periodic fee is listed below and is due at the end of each month of service. The monthly membership fee is waived for patient’s who avail themselves of the annual comprehensive evaluation including a physical examination/health assessment and associated laboratory evaluations and services paid to Integrated Care, Inc. at the time of the annual check-up and lasting for a period of one year:

0-17 years (with at least one Parent/Guardian membership) $19/month

0-17 years (without Parent/Guardian membership) $39/month

18-64 years $59/month

65+ (Medicare participants are ineligible for membership plan) Fee for Service

Annual Comprehensive Health Evaluation (includes 1-year membership) $699/year

After-Hours Visits. There is no guarantee of after-hours availability. This agreement provides discounts for ongoing primary care services, not emergency or urgent care. Your physician will make reasonable efforts to see you as needed after hours based on their availability.

Acceptance of Patients. We reserve the right to accept or decline patients based upon our capability to appropriately handle the patient’s primary care needs. We may decline new patients pursuant to the guidelines proffered in Section 6 (Term), because the Physician’s panel of patients is full (capped at 1000 patients or fewer), or because the patient requires medical care not within the Physician’s scope of services.

**Appendix 2 Integrated Care, Inc. Itemized Fees**

Ongoing Primary Care is included with the Periodic Fee described in Appendix 1. Please see a list of some of the chronic conditions we routinely treat on the Practice website as well as itemized costs for services (subject to change) (see [www.integratedcare.net](http://www.integratedcare.net)).

In-Office Procedures we provide/perform are listed on the Practice website and are subject to change. These are typically available at no additional cost unless otherwise designated, and these too are subject to change.

Laboratory Studies will be drawn in the office when possible. The Patient will be charged according to the direct price rate we have negotiated with the lab. An example of common laboratory studies and their prices (subject to change) are listed on the practice website (subject to change).

Medications will be ordered in the most cost-effective manner possible for the Patient. When we dispense medications in the office these medications will be made available to the patient at our cost. Examples of commonly dispensed medications and their prices (subject to change) are listed on the practice website (subject to change).

Pathology studies (most commonly skin biopsies) will be ordered in the most economical manner possible. Anticipated prices for some of these studies are listed on the Practice website ([www.integratedcare.net](http://www.integratedcare.net)) (subject to change) and the patient will be billed for the actual costs to the practice.

Radiology studies will be ordered in the most cost-effective manner possible for the Patient. Commonly ordered radiologic studies and prices (subject to change) are listed on the website.

Surgery and specialist consults will be ordered in the most cost-effective manner possible for the Patient.

Vaccinations are NOT offered in our office at this time due to the cost prohibitive nature of stocking a limited supply. We will make an effort to help you obtain needed vaccinations elsewhere in the most cost-effective manner possible.

Hospital Services are NOT covered by our membership plan, and due to mandatory “on call” duties required at local institutions we have elected NOT to obtain formal hospital admission privileges at this time.

Obstetric and Gynecologic Services are NOT covered by our membership plan. In the future we may begin to offer some of these outpatient services in our office, but due to our small size we are unable to offer these services at this time.