



DIRECT PRIMARY CARE PATIENT AGREEMENT

NoCo Primary Care, PLLC

This is an Agreement between NoCo Primary Care, PLLC (**Practice**) a Colorado LLC located at 1135 N Lincoln, suite 6, Loveland, CO 80537 Phillip Rhoads, MD (**Physician**)/Sarah Kray (**Physician Assistant/PA**) in their capacity as an agents of NoCo Primary Care and You (**Patient**).

Background

The Physician and Physician Assistant practice general Primary Care, Internal Medicine and Pediatrics and deliver care on behalf of NoCo Primary Care, PLLC in Loveland, CO. In exchange for certain fees paid by Patient, the Practice, through its Physician and/or Physician Assistant, 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 <https://www.nocoprimarycare.com>

Definitions

- 1. Patient:** Patient is defined as those persons for whom Physician shall provide Services, and who are signatories to 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. Patient will be provided with methods to contact the Physician/PA via phone, email, and other methods of electronic communication. Physician/PA will make every effort to address the needs of the Patient in a timely manner, but cannot guarantee availability, and cannot guarantee that the patient will not need to seek treatment in the urgent care or emergency department setting, and Physician/PA is not responsible for any costs occurred resulting from such treatment.
- 3. Fees:** In exchange for the services described herein, Patient agrees to pay Practice the amount as set forth in Appendix 1, attached. Applicable enrollment fees are payable upon execution of this agreement. These fees may change with time. Patient will be notified 30 days in advance of any fee changes.

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.

- 4. NonParticipation in Insurance:** Patient acknowledges that neither Practice nor the Physician/PA participate in any health insurance or HMO plans. Dr. Rhoads has opted out of Medicare. Patient acknowledges that federal regulations REQUIRE that Physician opt out of Medicare so that Medicare patients may be seen by the Practice pursuant to this private direct primary care contract. Neither Practice nor Physician/PA make any representations regarding third party insurance reimbursement of fees paid under this Agreement. Patient shall retain full and complete responsibility for any such determination. If Patient is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then Patient will sign the agreement attached as Appendix 2, and incorporated by

reference. This Agreement acknowledges your understanding that Physician has opted out of Medicare, and as a result, Medicare cannot be billed for reimbursement for any such services.

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 the Practice or its Physician/PA. Patient acknowledges that the Practice has advised that Patient obtain or keep in full force such health insurance policy(ies) or plans that will cover Patient for general health care 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 or future health insurance or health plan coverage that Patient may carry. This Agreement is for ongoing primary care, and Patient may need to visit the emergency room or urgent care from time to time. Physician/PA will make every effort to be available via phone, email and other methods such as “after hours” appointments when appropriate, but Physician/PA cannot guarantee 24/7 availability.

6. Disclaimer: This agreement does not provide health insurance coverage, including the minimal essential coverage required by applicable federal law. It provides only the services described herein. It is recommended that health care insurance be obtained to cover medical services not provided for under this direct primary care agreement.

7. Term: This Agreement will commence on the date it is signed by Patient and Physician/PA 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 the showing of any cause for termination. Patient may terminate the agreement with twenty-four hours prior notice, but Practice shall give thirty days prior written notice to Patient and shall provide Patient with a list of other practices in the community in a manner consistent with local patient abandonment laws.

Reasons Practice may terminate the agreement with the Patient may include but are not limited to:

- (a) Patient fails to pay applicable fees owed pursuant to Appendix 1 per this Agreement;
- (b) Patient has performed an act that constitutes fraud;
- (c) Patient repeatedly fails to adhere to the recommended treatment plan, especially regarding the use of controlled substances;
- (d) Patient is abusive, or presents an emotional or physical danger to the staff or other patients;
- (e) Practice discontinues operation; and
- (f) Practice has a right to determine whom to accept as a Patient, just as a Patient has the right to choose his or her physician.
- (g) Practice may also may terminate a Patient without cause as long as the termination is handled appropriately (without violating patient abandonment laws).

8. Privacy & Communication: You acknowledge that communications with Physician/PA using e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communication. Practice will make an effort to secure all communications via passwords and other protective means and these will be discussed in an annually updated Health Insurance Portability and Accountability Act (HIPAA) “Risk Assessment.” Practice will make an effort to promote the utilization of the most secure methods of communication, such as software platforms with data encryption, HIPAA familiarity, and a willingness to sign HIPAA Business Associate Agreements. This may mean that conversations over certain communication platforms are highlighted as preferable based on higher levels of data encryption, but many communication platforms, including

email, may be made available to Patient. If Patient initiates a conversation in which Patient discloses "Protected Health Information (PHI)" on one or more of these communication platforms then Patient has authorized Practice to communicate with Patient regarding PHI in the same format.

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 Patient could reasonably expect to develop into an emergency, Patient understands and agrees to call 911, and follow the directions of emergency personnel.
2. Patient understands that phone call/text is for urgent issues. If Patient does not receive a response to an e-mail/text message within 24 hours, patient agrees that patient 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, patient 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 patient, 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.

9. **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 the provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.

10. **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 Services actually rendered to Patient during the period of time for which the refunded fees were paid.

11. **Assignment:** This Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient.

12. **Jurisdiction:** This Agreement shall be governed and constructed under the laws of the State of Colorado and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Practice address in Loveland, Colorado.

13. **Non-transferable:** This agreement is between Practice and specified patient, and is not transferrable to any other person.

14. **Patient Understandings (initial each):**

_____ This Agreement is for ongoing primary care and is not a medical insurance agreement.

_____ I do NOT have an emergent medical problem at this time.

_____ I am not currently enrolled in Medicaid.

_____ I am enrolling (myself and my family if applicable) in Practice voluntarily.

_____ I understand that I am enrolling in a membership-based practice that will bill me monthly.

_____ In the event of a medical emergency, I agree to call 911 first.

_____ I understand Physician/PA at NoCo Primary Care will make every effort to be available but may not always be able to see me on a same-day basis. I may be referred to an urgent care for same-day service.

_____ I do NOT expect the practice to file or fight any third-party insurance claims on my behalf.

_____ This Agreement does not meet the individual insurance requirement of the Affordable Care Act.

_____ This Agreement is non-transferable.

_____ I do NOT expect the practice to prescribe chronic controlled substances on my behalf. (These include commonly abused opioid medications, benzodiazepines, and stimulants.)

_____ I understand failure to pay the membership fee will result in termination from Practice.

_____ I understand additional costs may exist including medications, in-office medications, vaccinations, consultations with other providers, services performed by other providers, labs, pathology, imaging,

Patient Name _____ Date _____

Patient (or Guardian) Signature _____

Physician: Phillip Rhoads MD

Physician Assistant: Sarah Kray

APPENDIX 1: NoCo Primary Care Periodic & Enrollment Fees and Services

This Agreement is for ongoing primary care. This Agreement is not health insurance. Patient may need to use the care of specialists, ERs and/or urgent care centers that are outside of the scope of this Agreement. Each Physician/PA within the Practice will make an appropriate determination about the scope of services offered by the Physician/PA. Examples of conditions we treat, procedures we perform, and medications we prescribe are attached herein, listed on our website and are subject to change.

Fee Schedule: Enrollment fee is \$ 50.00 for individual, \$100 per family. This is charged when Patient enrolls with Practice and is nonrefundable.

Re-Enrollment Fee: If a patient discontinues membership and wishes to re-enroll in the practice at a later date, we reserve the right to decline re-enrollment or to require a re-enrollment fee of \$200.00.

Monthly Periodic Fee: This fee is for ongoing primary care services. We prefer that you schedule visits more than 24 hours in advance when possible. We do not provide walk-in urgent care services.

Monthly periodic fee is:

\$69 per month ages 27 and up (\$59 for each additional adult); \$39 per month ages 18-26 years; \$29 per month 0-17 years (with adult membership). Your first month will be pro-rated based on the date you enroll.

Included Services:

Ongoing Primary Care and In-Office Procedures - There are no fees for office visits. Some procedures have a nominal additional fee to cover the cost of supplies. These are detailed below and are subject to change.

Laboratory Studies - will be charged according to the low negotiated direct price.

Medications - will be ordered in the most cost-effective manner possible for Patient. Medications dispensed in the office are made available to Patient at wholesale cost plus 10%, or \$1.00, whichever is greater. **No controlled medications (such as pain medications, ADHD medications) can be dispensed or kept on premises. Medications administered in office, such as injections, will be charged at the cost to replace that medication, which will be clearly described ahead of the injection.**

Vaccinations- **Vaccinations are NOT routinely offered in our office at this time.** Most patients will need to utilize the Health Department. We will make an effort to help you obtain needed vaccinations at a low cost. We may make arrangements to give vaccinations in the office at an additional charge.

Pathology - studies will be ordered in the most economical manner possible. Anticipated prices for these studies **at \$50 per specimen.**

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

After-Hours Visits - There is no guarantee of after-hours availability. This agreement is for ongoing primary care, not emergency or urgent care. Physician/PA will make reasonable efforts to see you and be available electronically as needed after hours if your Physician/PA is available.

Acceptance of Patients - We reserve the right to accept or decline patients based upon our capability to appropriately handle the patient's needs. We may decline new patients pursuant to the guidelines proffered in Section 7 (Term), because Physician's panel of patients is full or because a Patient requires medical care not within Physician's scope of services. Hospital Services and Obstetric Services are NOT a part of our membership. Physician/PA may visit Patient if requested by Patient or a representative if Patient is hospitalized but Physician/PA will not write orders.

Appendix 2: NoCo Primary Care and Medicare Patient Understandings

This agreement is between NoCo Primary Care, PLLC and

Medicare Beneficiary: _____ **Medicare ID #:** _____

Who resides at: _____

Patient is a Medicare Part B beneficiary ("Beneficiary") seeking services covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997. Practice has informed Beneficiary or his/her legal representative that Dr. Rhoads at the Practice has opted out of the Medicare program.

Physician in Practice has not been excluded from participating in Medicare Part B under [1128] 1128, [1156] 1156, or [1892] 1892 of the Social Security Act.

Beneficiary or his/her legal representative agrees, understands and expressly acknowledges the following:

Initial

_____ Beneficiary or legal representative accepts full responsibility for payment of Physician's charge for all services furnished by Physician.

_____ Beneficiary or legal representative understands that Medicare limits do not apply to what the physician may charge for items or services furnished by the physician.

_____ Beneficiary or legal representative agrees not to submit a claim to Medicare or to ask Physician to submit a claim to Medicare.

_____ Beneficiary or legal representative understands that Medicare payment will not be made for any items or services furnished by Physician that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.

_____ Beneficiary or legal representative enters into this contract with the knowledge that he/she has the right to obtain Medicare-covered items and services from Physician and practitioners who have not opted out of Medicare, and the beneficiary is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other Physician or practitioners who have not opted out.

_____ Beneficiary or legal representative understands that Medicare Advantage plans do not, and that other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.

_____ Beneficiary or legal representative acknowledges that the beneficiary is not currently in an emergency or urgent health care situation.

_____ Beneficiary or legal representative acknowledges that a copy of this contract has been made available to him/her.

Executed on: _____

By: _____ Medicare Beneficiary or legal representative

And: _____ Dr. Phillip Rhoads, MD on behalf of NoCo Primary Care, PLLC