



ENVISION HEALTH

PATIENT AGREEMENT

This is an Agreement entered into on _____, between Envision Health LLC (Practice, Us or We), and _____ (Patient, Member or You).

Background

The Practice, located at 1501 S. Court Street, Suite 206, Crown Point, Indiana 46307, provides ongoing primary care services to its patients/members in a direct primary care practice model (DPC). In exchange for certain periodic fees the Practice agrees to provide the Patient with certain Services under the terms and conditions contained in this Agreement.

Definitions

- 1. Services.** In this Agreement, “Services” means the collection of medical and non-medical services provided to the Patient by the Practice under this Agreement which are described in Appendix A, which is attached and incorporated into this Agreement.
- 2. Patient.** In this Agreement, “Patient” “Member” “You” or “Yours” means the person/s for whom the Physician shall provide care; who have signed this Agreement and/or whose name/s appear on the Patient Enrollment form which is attached as Appendix B, and incorporated by reference.

Agreement

- 3. Term.** This Agreement will last for one year, starting on the date it is executed by both parties.
- 4. Renewal.** The Agreement will automatically renew each year on the anniversary date of the Agreement unless either party cancels the

Agreement by giving 30 days written notice of intent to terminate.

5. Termination. Either party can end this Agreement for any reason by giving 30 days written notice to the other, of intent to terminate.

6. Payment.

- a. In exchange for the provision of ongoing Services, the Patient agrees to pay the Practice a monthly periodic fee in the amount that appears in Appendix C (attached and incorporated by reference). Such periodic fee shall be due and payable on the first day of each month. If that payment is not received within two weeks of the agreed date, patient will be notified that the balance due will not be allowed into the next billing cycle. If no effort is made to rectify the amount due, Envision Health will be forced to terminate the enrollment.
- b. In addition, and upon execution of this Agreement, Patient agrees to pay a one-time, non-refundable enrollment fee as described in Exhibit C. Also due upon execution of this Agreement is the above described periodic fee which shall be prorated to the first of the month.
- c. The Parties agree that the required method of payment shall be electronic payment through a debit or credit card, or automatic bank draft.
- d. The Patient is responsible for all costs/fees associated with procedures, laboratory testing, specimen analysis, supplies, medications, and any other service not personally provided by the Practice staff and/or not listed in Appendix A.
- e. Patient shall be advised in advance of treatment of any additional fees or costs and may choose to obtain such optional services elsewhere. If patient chooses to receive such optional services from the Practice, payment of additional fees shall be due at the time of service and billed at the same time as the monthly periodic fee.

7. Early Termination.

- (a) If the Practice cancels this Agreement before its termination date, We will refund the unused portion of the Patient's monthly fee on a per diem basis.
- (b) If the Patient cancels this Agreement before its termination date, the Practice will review and settle the Patient's account as follows:

- (i) The Practice will refund the unused portion of Patient's fees on a per diem basis; or
- (ii) If the fair market value of the Services received during the term, but before the Patient canceled the Agreement is more than the total amount paid in membership fees during the term, the Patient agrees to reimburse the Practice in the amount of the difference. The Parties agree that the fair market value of Services is equal to the Practice's usual and customary fee-for-service charges for the services received. A copy of these fees is available on request

8. Non-Participation in Insurance. By initialing this clause of the Agreement, You acknowledge your understanding that neither the Practice, nor its Staff, participates in any health insurance or HMO plans. We make no representations that the fees paid under this Agreement are covered by the Patient's health insurance or other third-party payment plans. We cannot provide Patients with receipts individual visits and services charges for services. The Practice does not bill "fee for service."
_____ **(Initial)**

9. **Medicare.** By placing Your initials at the bottom of this clause in the space provided, You acknowledge that You understand and agree that the Physician has opted out of Medicare and that Medicare cannot be billed for any services personally performed or provided to the You by the Physician or the Practice. *You agree not to directly or indirectly submit charges to Medicare or attempt to obtain Medicare reimbursement for any such services.* If You are eligible for Medicare, or become eligible during the term of this Agreement, You agree to sign the Medicare Opt Out and Waiver Agreement attached as Appendix D. You further agree to sign and renew the Medicare Opt Out and Waiver Agreement every two years, or as required by law. _____ **(Initial)**

10. 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 is not a replacement for any existing health insurance or health plan coverage that Patient may carry. This Agreement does not include hospital services, or any services not personally provided by the Practice or its staff. You acknowledge that We have

advised You to obtain or continue in full force, health insurance that will cover You for healthcare services not personally delivered by the Practice, including but not limited to specialist care and for hospitalizations and catastrophic medical events.

_____ **(Initial)**

11. No Submission of Claims to Third Parties. As a DPC practice, We may not submit a claim for payment to any third party payor (such as insurance plans), for any services We provide to You. Neither can we provide you with a receipt or invoice reflecting charges for individual services because we are not a fee for service model. It is Your responsibility to ascertain whether any fees paid under this Agreement are reimbursable through an HSA, FSA or other spending account.

12. Communications. The Practice endeavors to provide Patients with the convenience of a wide variety of electronic communication options. And although We are careful to comply with patient confidentiality requirements, and make every attempt to protect Your privacy, communications by email, facsimile, video chat, cell phone, texting, and other electronic means, can never be absolutely guaranteed to be secure or confidential methods of communications. By placing your initials at the end of this Clause, You understand and acknowledge the above and You agree that by initiating the clause, and participating in the above means of communication, you expressly waive any guarantee of absolute confidentiality with respect to their use. You further understand that participation in the above means of communication is not a condition of membership in this Practice, that you are not required to initial this clause, and that you have the option to decline any particular means of communication. _____ **(Initial)**

13. Email and Text Usage. By providing an e-mail address on the attached Appendix B, the Patient authorizes the Practice and its staff to communicate with him/her by e-mail regarding the Patient's "protected health information" (PHI).¹ *By providing cell phone number on Appendix B and circling "YES" on the corresponding consent question, patient consents to text message communication containing PHI through the number provided.* Patient further acknowledges that:

(A) Email and text message are not necessarily secure methods of sending or receiving PHI, and there is always a possibility that a third party may gain access;

¹ As that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations.

- (B) Although the Practice and its staff shall make all reasonable efforts to keep email and text communications confidential and secure, We cannot assure or guarantee the absolute confidentiality of these communications;
- (C) You also understand and agree that email and text messaging are not appropriate means of communication in an emergency, for dealing with time-sensitive issues, or for disclosing sensitive information. In an emergency, or a situation in which could reasonably be expected to develop into an emergency, You understand and agree to call 911 or go to the nearest emergency room, and follow the directions of emergency personnel.
- (D) You agree that email and text messaging are not appropriate means of communication in situations requiring a quick response. You further agree that if you use these methods, and do not receive a timely response you will contact the Physician or other staff by telephone. *By placing your initials where indicated at the end of this clause, you verify that you understand and agree to its statements and terms.* _____ **(Initial)**

14. Technical Failure. Neither the Practice, nor its staff shall 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 or cell 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 communications by a third party which is unauthorized by the Practice; or (v) Patient's failure to comply with the guidelines for use of e-mail or text messaging, as described in this Agreement.

15. Physician Absence. From time to time, due to vacations, illness, or personal emergency, the Physician may be temporarily unavailable. When times of absences are known in advance, the Practice shall give notice to Patients so that they can schedule non-urgent care accordingly. During unexpected absences, Patients with scheduled appointments shall be rescheduled at the Patient's convenience. In the case of an acute illness requiring immediate attention, Patient should proceed to an urgent care or other suitable facility for care. Charges from Urgent Care and any other outside provider are not included under this agreement and are the Patient's responsibility.

16. Dispute Resolution. Each Party agrees not to make any inaccurate, or

untrue and disparaging statements, oral, written, or electronic, about the other. We strive to deliver only the best of personalized patient care to every Member, but occasionally misunderstandings arise. We welcome sincere and open dialogue with our Members, especially if we fail to meet expectations and We are committed to resolving all Patient concerns.

Therefore, in the event that a Member is dissatisfied with or has concerns about any staff member, service, treatment, or experience arising from their membership in this Practice, the Member and the Practice agree to refrain from making, posting or causing to be posted on the internet or any social media, any untrue, unconfirmed, inaccurate, disparaging comments about the other. Rather, the Parties agree to engage in the following process:

- A. Member shall first discuss any complaints concerns or issues with Dr. Mok;
- B. Dr. Mok shall respond to each of Member's issues and complaints;
- C. If, after such response, Member remains dissatisfied, the Parties shall enter into discussion and attempt to reach a mutually acceptable solution.

17. Fee Adjustments. In the event that the Practice finds it necessary to increase or adjust monthly fees before the termination of the Agreement, Practice shall give Patients 30 days written notice of any adjustment and if Patient does not consent to the modification, Patient shall terminate the Agreement in writing prior to the next scheduled monthly payment.

18. 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.

19. 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 Agreement will stay in force as originally written.

20. Amendment. Accept as provided within, no amendment of this Agreement shall be binding on a party unless it is in writing and signed by all of the parties.

21. Assignment. The Patient may not assign this agreement or any rights provided within to any third party.

22. Legal Significance. The Patient understands and agrees that this Agreement is a legal document and gives the parties certain rights and responsibilities. The Patient further attests that (a) s/he is suffering no medical emergency. (b) s/he has had reasonable time to seek legal advice regarding this Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of the Agreement.

23. 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.

24. Entire Agreement. This Agreement contains the entire agreement between the parties and replaces any earlier understandings and agreements whether they are written or oral.

25. No Waiver. Either party may choose to delay, excuse, or not to enforce a duty or responsibility (under this Agreement) of the other Party. Doing so will not constitute a waiver of the right to enforce such duty or responsibility in the future. The party will have the right to enforce their rights under this Agreement again at any time.

26. 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 Crown Point, Indiana.

27. Notice. Notice as required in paragraph 17, above may be properly given through electronic means, through email sent to the most recent email address provided by the party to be noticed. All other required notices must be sent by first class U.S. mail to the Practice, at the address first written above and to Patient, at the address appearing in Appendix B.

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

For: Envision Health LLC:

By: Cathleen E. Mok, D.O.

Date

For: Patient:

Signature of Patient

Date

Patient Printed Name: _____

APPENDIX A

SERVICES

The Physician is not a pain specialist, does not prescribe scheduled opioid medications on an ongoing basis, and the Practice does not store or dispense controlled drugs.

1. **Medical Services.** Medical Services provided in this Agreement are those Services that are consistent with Physician's training and experience, and are usual and customary for a family medicine physician to provide, and as deemed appropriate under the circumstances, at the sole discretion of the Physician. The Patient is responsible for all costs associated with any medications, laboratory testing, durable medical equipment, and specimen analysis associated with these Services. The Medical Services provided under this Agreement include the following:

- Acute and Non-acute Office Visits
- Four Osteopathic Manipulation treatments per year
- Acupuncture treatments at discounted rate of \$75. Per treatment
- Chronic Condition Management (e.g. diabetes, high blood pressure, high cholesterol, etc.)
- Family planning and contraceptive management*
- Well-Baby Care
- Sports physicals
- Back-to-school and camp physicals
- Well woman exams and Pap test (excluding pathology fee)*
- Removal of benign skin lesions/warts (excluding pathology fee)*
- Simple fracture care, care of sprains
- Skin biopsies excluding pathology fee*
- Simple wound repair and sutures
- Removal of Cerumen (ear wax)
- Abscess Incision and Drainage*
- Access to Imaging and lab testing at significantly reduced rates through select vendors as negotiated through the Practice.
- Onsite access to most commonly prescribed medications at wholesale or close to wholesale price.
- Option of Home visits when appropriate at the sole discretion of the Physician.

Additional charge applies for home visits which shall be discussed with Patient in advance.

*** Patient is responsible for all costs associated with any, laboratory testing, specimen analysis, pathology, or other services which are not personally provided by the Practice staff and/or are not performed on premises (e.g., labs and biopsies which must be sent out for analysis, medications, etc.).**

2. **Non-Medical, Personalized Services.** The Practice shall also provide Patient with the following non-medical services, which are complementary to our members in the course of care:
- **After Hours Access.** The Practice shall endeavor to provide direct telephone access to the Physician after office hours for guidance in regard to *urgent* concerns that arise *unexpectedly*. Video chat and text messaging may be used when the Physician and Patient agree that it is appropriate.
 - **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 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 could reasonably develop into an emergency.* Patient agrees that in this situation, when s/he cannot speak to the Physician immediately in person or by telephone, to call 911 or go to the nearest emergency medical assistance provider, and follow the directions of emergency medical personnel.
 - **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 more than a minimal wait time, Patient shall be contacted and advised of the projected wait time. Patient will then have the option to keep the appointment or reschedule the visit at Patient's convenience.
 - **Easy Appointment Scheduling.** When Patient contacts the Practice to schedule a same day appointment before noon on a normal office day, every reasonable effort shall be made to comply with the patient request. Regardless of the time of the request, the Practice shall make every reasonable effort to

schedule an urgent, acute care visit on the same day of the Patient request.

- **Specialists Coordination.** Physician shall coordinate with Patient's medical specialists to assure continuity of care, and if necessary, shall assist in obtaining a referral for specialty care. *Patient understands that monthly fees paid under this Agreement do not include specialist's fees or fees due to any outside medical professional. These are the patient's responsibility but Patient may submit such charges to insurance.*

APPENDIX B

PATIENT ENROLLMENT

*** Circle YES where indicated only if you agree to text message communication and provide email address only if you agree to Email communication.**

The fees as set out in the attached Appendix C, shall apply to the following Patient(s), who by signing below (or as parent or legal guardian), certify that they have read and agree to the terms and conditions of this Agreement:

Patient Name	Date of Birth	
Street Address		City, State, Zip
Home Phone	Cell Phone	Email
Do you Agree to text message communication? YES NO (Circle one)		
Signature: _____		_____ Date

Patient Name	Date of Birth		
Home Phone		Cell Phone	Email
Do you agree to text message communication? YES NO (Circle one)			

Signature: _____

_____ Date

Child/Children to Whom this Agreement Applies:

Print Name Date of Birth (MM/DD/YYYY)

Print Name Date of Birth (MM/DD/YYYY)

Print Name Date of Birth (MM/DD/YYYY)

Do you agree to text message communication in regard to the above named children to and from the cell phone number written above or any other number provided to Us? YES NO (Circle one)

Signature parent or guardian _____

Date _____

RELATIONSHIP: _____

APPENDIX C

FEE ITEMIZATION

Individual >26yo \$ 85 per month

Pediatric patient with parent/guardian <26 yo \$ 65 per month

Non-refundable one-time enrollment fee \$ 75. Individual \$150 Family

Patient 1 \$ _____

Patient 2 _____

Additional Patients _____

Enrollment Fees _____

TOTAL AMOUNT DUE \$ _____

Total Continuing Monthly Fee \$ _____

Appendix D

Medicare Opt Out and Waiver Agreement

This agreement (Agreement) is entered into by and between Envision Health LLC , Cathleen E. Mok, DO(Provider), whose principal address is, 1501 S. Court Street, Suite 206, Crown Point, Indiana 46307, _____ and _____, a beneficiary enrolled in Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997 (“Beneficiary”), who resides at _____, _____. The Provider has informed Patient that Provider has opted out of the Medicare program and is not excluded from participating in Medicare Part B under Sections 1128, 1156, or 1892 or any other section of the Social Security Act.

Introduction

The Balanced Budget Act of 1997 allows providers to “opt out” of Medicare and enter into private contracts with patients who are Medicare beneficiaries. In order to opt out, providers are required to file an affidavit with each Medicare carrier that has jurisdiction over claims that they have filed (or that would have jurisdiction over claims had the providers not opted out of Medicare). In essence, the provider must agree not to submit any Medicare claims nor receive any payment from Medicare for items or services provided to any Medicare beneficiary for two years.

This Agreement between Beneficiary and Provider is intended to be the contract providers are required to have with Medicare beneficiaries when providers opt-out of Medicare. This Agreement is limited to the financial agreement between Provider and Beneficiary and is not intended to obligate either party to a specific course or duration of treatment.

Provider Responsibilities

- (1) Provider agrees to provide Beneficiary such treatment as may be mutually agreed upon and at mutually agreed upon fees.
- (2) Provider agrees not to submit any claims under the Medicare program for any items or services, even if such items or services are otherwise covered by Medicare.
- (3) Provider agrees not to execute this contract at a time when Beneficiary is facing an emergency or urgent healthcare situation.
- (4) Provider agrees to provide Beneficiary with a signed copy of this document before items or services are furnished to Beneficiary under its terms. Provider also agrees to retain a copy of this document for the duration of the opt-out period.
- (5) Provider agrees to submit copies of this contract to the Centers for Medicare and Medicaid Services (CMS) upon the request of CMS.

Beneficiary Responsibilities

- (1) Beneficiary agrees to pay for all items or services furnished by Provider and understands that no reimbursement will be provided under the Medicare program for such items or services.
- (2) Beneficiary understands that no limits under the Medicare program apply to amounts that may be charged by Provider for such items or services.
- (3) Beneficiary agrees that s/he is not currently in an emergency or urgent health care situation.
- (4) Beneficiary agrees not to submit a claim to Medicare and not to ask Provider to submit a claim to Medicare.
- (5) Beneficiary understands that Medicare payment will not be made for any items or services furnished by Provider that otherwise would have been covered by Medicare if there were no private contract and a proper Medicare claim had been submitted.
- (6) Beneficiary understands that Beneficiary has the right to obtain Medicare-covered items and services from providers and practitioners who have not opted out of Medicare, and that Beneficiary is not compelled to enter into private contracts that apply to other Medicare-covered items and services furnished by other providers or practitioners who have not opted out of Medicare.
- (7) Beneficiary understands that Medigap plans (under section 1882 of the Social Security Act) do not, and other supplemental insurance plans may elect not to, make payments for such items and services not paid for by Medicare.
- (8) Beneficiary understands that CMS has the right to obtain copies of this contract upon request.
- (9) Beneficiary acknowledges that a copy of this contract has been made available to him/her.

Medicare Exclusion Status of Provider

Beneficiary understands that Provider has not been excluded from participation under the Medicare program under section 1128, 1156, 1892, or any other sections of the Social Security Act.

Duration of the Contract

This contract becomes effective on _____, 20____, and will continue in effect until _____, 20____. Either party may terminate treatment with reasonable notice to the other party, as provided in the agreement. Notwithstanding this right to terminate treatment, both Provider and Beneficiary agree that the obligation not to pursue Medicare reimbursement for items and services provided under this contract will survive this contract.

Successors and Assigns

The parties agree that this agreement will be fully binding on their heirs, successors, and assigns.

Provider and Beneficiary intend to be legally bound by signing this agreement on the date set forth below:

Beneficiary:

Signature

Date

Name of Beneficiary (printed)

Envision Health LLC:

By: _____
Cathleen Mok, D.O.

Physician _____
Cathleen E. Mok, D.O.

Date Signed by Physician and Corp: _____