PATIENT AGREEMENT
WENDY SCHILLING, MD

This is an Agreement entered into on _____ , 20____, between Wendy Schilling, MD, an Oregon solo practitioner (the "CLINIC"), and _____ _____ (Patient or You).

Background

The CLINIC is a Direct Pay primary care practice (DPC), which delivers primary care services through its physician, Dr. Wendy Schilling (Physician), at 1801 Highway 99 North, Suite 2, Ashland, Oregon 97520. In exchange for certain fees, the CLINIC, 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 a part of this agreement.

2. Services. In this Agreement, "Services", means the collection of services, offered to you by the CLINIC in this Agreement. These Services are listed in Appendix A(1), which is attached and a part of this Agreement. **Patient is responsible for all fees associated with any Services not listed in Appendix A.**

Agreement

3. Term. This Agreement will last for one year, starting on _____.

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 cancellation notice.

5. Termination. Regardless of anything written above, You always have the right to cancel this agreement. Either party can end this agreement at any time by giving the other party 30 days written notice.

6. Payments and Refunds – Amount and Methods. In exchange for the Services (see Appendix A(1)), You agree to pay the CLINIC a monthly fee in the amount that appears in Appendix C, which is attached and is part of this Agreement.

a) This monthly fee is payable when you sign the Agreement, and is due no later than the first day of each month thereafter.

b) The Parties agree that the required method of monthly payment shall be by automatic payment through a debit or credit card, or bank draft.

c) If this Agreement is cancelled by either party before the Agreement ends, the CLINIC will review and settle your account as follows:

(i) The CLINIC 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 CLINIC 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 CLINIC's usual and customary fee-for-service charges. A copy of these fees is available on request.

7. Non-Participation in Insurance. Your initials on this clause of the Agreement acknowledges the Patient's understanding that neither the CLINIC, nor its Physician, participate in any health insurance or HMO plans or panels and have opted out of Medicare. Neither make any representations that the fees paid under this Agreement are covered by the Patient's health insurance or other third party payment plans. It is the Patient's responsibility to determine whether reimbursement is available from a *private, non-governmental* insurance plan or HSA and to submit any required billing. **_____ (Initial)**

8. Medicare. This agreement acknowledges the Patient's understanding that the Physician has opted out of Medicare, and as a result, Medicare cannot be billed for any services performed for the Patient by the Physician. The Patient agrees not to bill Medicare or attempt to obtain Medicare reimbursement for any such services. If the Patient is eligible for Medicare, or becomes eligible during the term of this Agreement, then s/he will sign the Medicare Opt Out and Waiver Agreement attached as Appendix D and incorporated by reference. The Patient shall sign and renew the Medicare Opt Out and Waiver Agreement every two years, as required by law.
_____ (Initial)

9. This Is Not Health Insurance. Your initials on this clause of the Agreement acknowledges Your understanding that this Agreement is not an insurance plan or a substitute for health insurance. The Patient understands that this Agreement does not replace any existing or future health insurance or health plan coverage that Patient may carry. The Agreement does not include hospital services, or any services not personally provided by the

CLINIC, or its employees. The Patient acknowledges that the CLINIC has advised the Patient to obtain or keep in full force, health insurance that will cover the Patient for healthcare not personally delivered by the CLINIC, and for hospitalizations and catastrophic events. **_____ (Initial)**

10. Communications. The Patient acknowledges that although Clinic shall comply with HIPAA privacy requirements, communications with the Physician using e-mail, facsimile, video chat, cell phone, texting, and other forms of electronic communication can never be absolutely guaranteed to be secure or confidential methods of communications. As such, **Patient expressly waives the Physician's obligation to guarantee confidentiality with respect to the above means of communication.** Patient further acknowledges that all such communications may become a part of the medical record.

By providing an e-mail address and cell phone number on the attached Appendix B, the Patient authorizes the CLINIC, and its Physicians to communicate with him/her by e-mail or text message regarding the Patient's "protected health information" (PHI).[1] The Patient further acknowledges that:

(a) E-mail and text message are not necessarily secure mediums for sending or receiving PHI, and there is always a possibility that a third party may gain access;

(b) Although the Physician will make all reasonable efforts to keep e-mail and text communications confidential and secure, neither the CLINIC, nor the Physician can assure or guarantee the absolute confidentiality of these communications;

(c) At the discretion of the Physician, e-mail and/or text communications may be made a part of Patient's permanent medical record; and

(d) You understand and agree that e-mail and text messaging are 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 go to the nearest Emergency room, and follow the directions of emergency personnel.**

(e) Email/Text Messaging Usage. **If You do not receive a response to an e-mail within one business day, or a text message within 24 hours, You agree that you will contact the Physician by telephone or other means.**

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

(f) Technical Failure. Neither the CLINIC, nor the Physician will 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 CLINIC'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 CLINIC; or (v) Patient's failure to comply with the guidelines for use of e-mail or text messaging, as described in this Agreement.

11. Physician Absence. From time to time, due to vacations, illness, or personal emergency, the Physician may be temporarily unavailable to provide the services referred to above in this paragraph one. In order to assist Patients in scheduling non-urgent visits, CLINIC will notify Patients of any planned Physician absences as soon as the dates are confirmed. In the event of the Physician's unplanned absences, 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 is not covered under this contract, but may be submitted to Patient's health plan.

12. 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.

13. 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.

14. Reimbursement for Services Rendered. If this Agreement is held to be invalid for any reason, and the CLINIC is required to refund fees paid by You, You agree to pay the CLINIC 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.

15. 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 12, above.

16. Assignment. This Agreement, and any rights You may have under it, may not be assigned or transferred by You.

17. Legal Significance. You acknowledge that this Agreement is a legal document and gives the parties certain rights and responsibilities. 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.

18. 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.

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

20. **No Waiver.** In order 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 will have the right to enforce such terms again at any time.

21. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Oregon. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the CLINIC in Ashland, Oregon.

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

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

_____

Wendy Schilling, MD

_____ _____

Signature of Patient Name of Patient (printed)

_____

Date

APPENDIX A
SERVICES

1. **Medical Services.*** Medical Services under this agreement are those medical services that the Physician is permitted to perform under the laws of the State of Oregon, are consistent with Physician's training and experience, are usual and customary for an internal medicine physician to provide, and include the following:[2]

- Acute and Non-acute Office Visits
- Well-Woman Care/ Pap Smear*
- Electrocardiogram (EKG)
- Blood Pressure Monitoring
- Diabetic Monitoring*
- Spirometry
- Breathing Treatments with nebulizer
- IUD Removals
- Urinalysis*
- Removal of benign skin lesions/warts*
- Simple aspiration/injection of joint
- Removal of Cerumen (ear wax)
- Minor Wound Repair and Sutures*
- Abscess Incision and Drainage*
- Basic Vision/Hearing Screening

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

The Patient is also entitled to a personalized, annual in-depth "wellness examination and evaluation," which shall be performed by the 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**. CLINIC shall also provide Patient with the following non-medical services ("Non-Medical Services"), which are complementary to our members in the course of care:

[2] As deemed appropriate and medically necessary by the Physician.

a. ***After Hours Access*.** Patient shall have direct telephone access to the Physician seven days per week. Patient shall be given a phone number where Patient may reach the 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.

b. ***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 of CLINIC 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.** Patient agrees that in such situations, when a Patient cannot speak to Physician immediately in person or by telephone, that Patient shall call 911 or go to the nearest emergency medical assistance provider, and follow the directions of emergency medical personnel.

c. ***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 a minimal wait time, Patient shall be contacted and advised of the projected wait time.

d. ***Same Day/Next Day Appointments*.** When Patient calls or e-mails the Physician prior to noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule an appointment with the Physician on the same day. If Patient calls or e-mails the Physician after noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule Patient's appointment with the Physician on the following normal office day. In any event, however, CLINIC shall make every reasonable effort to schedule an appointment for the Patient on the same day that the request is made.

e. ***Specialists Coordination.*** CLINIC and Physician 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 CLINIC Physician.**

APPENDIX B
PATIENT ENROLLMENT – MEDICAL AGREEMENT FORM

Annual fees as set out below shall apply to the following Patient(s), who by signing below agree to the terms and conditions of this Medical Agreement Form.

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

Street Address City, State, Zip

Home Phone Work Phone Cell Phone Preferred email

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

Home Phone Work Phone Cell Phone Preferred email

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)

Emergency Contact:

Name:_____ Phone: _____

Preferred Payment Method*

□ Monthly (Credit/Debit Card/Bank Draft)

□ Employer_____

*All patients must have a credit or debit card on file to cover the cost of membership and any incidentals not covered under the Agreement.

I certify that I have read, understand, and agree to the terms set forth in this Medical Agreement Form. I further certify that I have received a copy of this form.

Signature: _____

APPENDIX C
FEE ITEMIZATION

14-19 years of age	$10 per month*
14-19 years of age	$50 per month**
20-44 years of age	$50 per month
45-54 years of age	$70 per month
55+ years of age	$85 per month

*With the enrollment of at least one adult guardian member.
**Without a fully enrolled adult guardian member.

Patient 1	$_____
Patient 2	_____
Additional Patients	_____
TOTAL RATE	$_____

APPENDIX D
MEDICARE OPT OUT AND WAIVER AGREEMENT

This agreement (Agreement) is entered into by and between Wendy Schilling, MD (Physician), whose principal address is 1801 Highway 99 North, Suite 2, Ashland, Oregon 97520, and _____, a beneficiary enrolled in Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997 (Beneficiary), who resides at _____, _____, OR _____. The Physician has informed Patient that Physician 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 physicians to "opt out" of Medicare and enter into private contracts with patients who are Medicare beneficiaries. In order to opt out, physicians 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 physicians not opted out of Medicare). In essence, the physician 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 Physician is intended to be the contract physicians are required to have with Medicare beneficiaries when physicians opt-out of Medicare. This Agreement is limited to the financial agreement between Physician and Beneficiary and is not intended to obligate either party to a specific course or duration of treatment.

Physician Responsibilities

(1) Physician agrees to provide Beneficiary such treatment as may be mutually agreed upon and at mutually agreed upon fees.

(2) Physician 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) Physician agrees not to execute this contract at a time when Beneficiary is facing an emergency or urgent healthcare situation.

(4) Physician agrees to provide Beneficiary with a signed copy of this document before items or services are furnished to Beneficiary under its terms. Physician also agrees to retain a copy of this document for the duration of the opt-out period.

(5) Physician 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 Physician 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 Physician 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 Physician to submit a claim to Medicare.

(5) Beneficiary understands that Medicare payment will not be made for any items or services furnished by Physician 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 physicians 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 physicians 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 Physician

Beneficiary understands that Physician 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 Physician 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.

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

_____
Name of Beneficiary (printed)

_____
Signature of Beneficiary

_____
Date

_____
Wendy Schilling, MD

Date Signed by Physician:

_____, 20_____.