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Corbin, KY 40701

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DIRECT PRIMARY CARE PATIENT AGREEMENT

We regard the patient-physician relationship with the utmost reverence, and we thank you for entrusting us with your health care. Communication is at the center of our care, and this Agreement explains how we will work together. This Agreement is made between Kentucky Family Medicine, LLC (KFM) and You (“You” or “Patient”). KFM offers primary care services in exchange for certain fees paid by You as described in this Agreement on the terms and conditions described below.

AGREEMENT 1. Services. As used in this Agreement, the term Services means primary care services and certain amenities (collectively “Services”), which are offered by KFM.

a. Volume of Services. The number of in-person and virtual visits you may receive is not limited by this Agreement.

b. Availability. KFM will make every effort to address Your medical needs in a timely manner, but we cannot guarantee availability, and we cannot guarantee that You will not need to seek treatment in an urgent care or emergency department setting.

c. Included Services.

 i. Your membership includes primary care, including well and sick care, and basic gynecological services. Your physician will make an appropriate determination about the scope of primary care services offered by KFM on a case-by-case basis.

 ii. Some services available in our office, such as rapid strep tests or urinalysis, are available at no additional cost to you.

 iii. Some services, such as minor surgery, are available in our office and incur an additional fee (“Itemized Charges”).

d. Excluded Services. You may need the care of hospitalists, specialists, emergency rooms, urgent care centers, laboratory testing, radiologic testing, pathology studies, surgery and specialist consultations, and dispensed medications, including but not limited to vaccinations, that are outside the scope of this Agreement. We highly recommend that you maintain health insurance, which may or may not cover the costs of these services. KFM will endeavor to place orders for Excluded Services in a manner that is cost effective for you.

e. Controlled Substances. It is not the policy of KFM to prescribe chronic controlled substances on Your behalf, including commonly abused opioid medications, benzodiazepines, and other stimulants. If it is necessary to prescribe controlled substances for the treatment of your condition, you will be required to separately sign our Controlled Substance Treatment Agreement.

f. After-Hours Visits & Out of Office Visits. Subject to the availability of our Physicians and other providers, we offer after-hours and out of office visits within a radius of fifteen (15) miles of KFM for an additional fee of $150 per visit. There is no guarantee of after-hours or out-of-office availability.

2. Consent to Treat. You acknowledge and hereby authorize KFM to use and/or disclose Your health information which specifically identifies You, or which can reasonably be used to identify You, to carry out Your treatment, payment, and healthcare operations. Treatment includes but is not limited to: the administration and performance of all treatments, the administration of any needed anesthetics, the administration and use of prescribed medication, the performance of such procedures as may be deemed necessary or advisable for treatment, including but not limited to diagnostic procedures, the taking and utilization of cultures, and of other medically accepted laboratory tests, all of which in the judgment of the attending physician or their assigned designees may be considered medically necessary or advisable.

3. Scheduling.

 a. In order to best serve the needs of all our patients, we prefer that you schedule Your visit more than 24 hours in advance when possible.

 b. Missed Appointments. We kindly request that You provide us with a minimum of a 24-hour notice if you are unable to attend a scheduled appointment. Your advance notice helps us provide the best possible experience for all of our patients.

4. Fees. In exchange for Services, you agree to pay KFM.

 a) the Monthly Fee.

 b) the Enrollment Fee; and

 c) any additional Itemized Charges (collectively “Fees”). In order to remain financially viable, KFM must, and does, reserve the right to change its fees at any time with thirty (30) days’ notice to you. If it is necessary for you to pause your membership due to an absence for more than three (3) months, please speak to KFM administration right away to make appropriate arrangements.

 a. Monthly Fee. Your Monthly Fee is based on your age and identified in the chart below. This fee is for primary care provided by Practice in the month for which the fee was received. Your monthly fee is due no later than the fifth day of the month and is payable by automatic debit from your bank or credit card account.

Age Monthly Fee

Dependent under age 18 $50

Dependent under age 26 $75

Age 18 - 39 $175

Age 40 - 64 $250

Age 65+ $200 (if retired/unemployed)

Special Programs $400 - $700/month (Contact KFM Administration for programs)

Monthly Discount Military

(Active, Retired, or Dependent) $25 Discount First Responder/Healthcare Provider $25 Discount

 b. Enrollment Fee. Your Enrollment Fee is $50 per adult. If you are enrolling with your immediate family, your Enrollment Fee is capped at $100. This fee covers the initial administrative cost of your membership and is not related to the provision of Services. This fee is payable upon execution of this Agreement and is no longer refundable either five (5) business days after You sign it, or as soon as you receive Services, whichever occurs first.

 c. Itemized Charges. The fee for Itemized Charges changes in response to our costs and we endeavor to make these services as affordable as possible. You will be made aware of the fees for these services in advance of the services being performed. Payment for these services is due at the time services are rendered.

5. Disclaimer of Non-Insurance. Fees paid are not health insurance. You acknowledge and understand that this Agreement is not a health insurance plan, and not a substitute for health insurance or other health plan coverage, such as participation in a Health Management Organization (“HMO”). This Agreement is solely for primary care services provided directly to You by KFM. We are required to notify you that some of the benefits you will receive under this Agreement (such as an annual wellness exam) might be included in some health insurance plans without an additional fee to you. The membership of at least one parent or legal guardian is required. \*\* The first child’s fee is $55 and additional children within the same household are charged a fee of $15 each. \*\*\* Discount may only be applied to one adult member and discounts may not be combined. ID required for discount to apply. This Agreement does not cover hospital, specialist, or any services not directly provided by Practice. It is highly recommended that You maintain health insurance for care you may need that is not part of our Services.

6. Non-Participation in Health Insurance. You acknowledge that neither KFM, nor the Physician(s) participate in any private health insurance or HMO/PPO/MCO plans, that you are currently enrolled in. Neither KFM nor its Physician(s) make any representations regarding third party insurance reimbursement of fees paid under this Agreement, and such reimbursement is not anticipated by this Agreement.

7. Non-Participation in Medicaid. This means that Medicaid cannot be billed for any Services performed under this Agreement. Further, you agree not to bill Medicaid or attempt Medicaid reimbursement for any such services. By signing this Agreement, you specifically acknowledge and agree that you are not currently a Medicaid recipient and if you become a Medicaid recipient in the future, you will promptly notify KFM and discontinue your membership. In such a case, any unearned Monthly Fee will be refunded to You, and KFM will bill Kentucky Medicaid for future services.

8. Non-Participation in Medicare. This means that Medicare cannot be billed for any Services performed under this Agreement. Further, you agree not to bill Medicare or attempt Medicare reimbursement for any such services. If You are (or become) Medicare eligible you must immediately notify KFM so that we may uphold our legal obligations in this regard. If You are eligible for Medicare, or during the term of this Agreement You become eligible for Medicare, you will inform KFM immediately and in such a case, any unearned Monthly Fee will be refunded to You, and KFM will bill Medicare for future services.

9. Term. This Agreement will commence on the date it is signed by the parties and shall have an initial term of one (1) month. Upon the expiration of the initial term this Agreement shall automatically renew for successive monthly terms upon the payment of the Monthly Fee, until the Agreement is terminated pursuant to the terms of Section 10.

10.Termination. Both You and KFM shall have the absolute and unconditional right to terminate the Agreement, without cause.

 a. While we value Your membership, you are under no obligation to continue receiving Services and You may terminate this Agreement, in writing, at any time.

 b. If you terminate your membership before the end of the month, your bill will be prorated based upon the number of days membership was provided to You, plus any additional Itemized Charges incurred. Once your membership is terminated, you will not be eligible for any medical services through KFM with the Direct Primary Care Plan, including medication refills.

 c. Notwithstanding any other provision of this Agreement, if your decision to terminate is based on a grievance with KFM, you will give us an opportunity to make it right, prior to issuing Your written notice of termination or taking other action.

 d. If KFM elects to terminate this Agreement, KFM will provide You with thirty (30) days written notice, or any such other time necessary to transition Your care to another provider, as determined by KFM.

 e. KFM has a right to determine whom to accept as a patient, just as You have the right to choose Your physician. There are certain circumstances in which we may choose to terminate this Agreement. Such circumstances may include, but are not limited to the following:

 i. You fail to pay fees and charges when they are due.

 ii. You have performed an act that constitutes fraud.

 iii. You fail to adhere to the recommended treatment plan.

 iv. You are disruptive, abusive, or present an emotional or physical danger to the staff or other patients of Practice.

 v. Practice discontinues operation.

 vi. You violate any other agreement with KFM.

11.Re-Enrollment. If You choose to discontinue Your membership and You later wish to re-enroll, Practice reserves the right to decline re-enrollment or require You to pay a re-enrollment fee that is equivalent to three (3) times the then existing Monthly Fee applicable to your membership, excluding discounts.

12.Privacy & Communications.

 a. Limited Disclosure. KFM will not disclose your Protected Health Information (“PHI”) for reasons unrelated to the delivery of Services, or the provision of other health care services on Your behalf.

 b. Your Privacy Rights. KFM will adhere to its obligations regarding your privacy rights as identified in Practice’s Patient Notice of Privacy Practices.

 c. Methods of Communication. You acknowledge that KFM communications may include e-mail, facsimile, video chat, instant messaging, and cell phone, and such communications by their nature cannot be guaranteed to be secure or confidential. If You initiate a conversation in which You disclose PHI on any of these communication platforms, then You authorize Practice to communicate with You regarding all PHI in the same format.

13.Miscellaneous.

 a. Amendment. No amendment or variation of the terms of this Agreement shall be valid unless in writing and signed by both Parties.

 b. Anti-Referral Laws. Nothing in this Agreement, nor any other written or oral agreement, nor any consideration in connection with this Agreement, contemplates or requires or is intended to induce or influence the admission or referral of any patient to or the generation of any business between KFM and any other person or entity. This Agreement is not intended to influence any Physician’s professional judgment in choosing the appropriate care and treatment of patients.

 c. Assignment. This Agreement, and any rights You may have under it, are not assignable or transferable by You.

 d. Authorization for Agreement. The execution and performance of this Agreement by KFM and You have been duly authorized by all necessary laws, resolutions, and corporate or partnership action, and this Agreement constitutes the valid and enforceable obligations of the parties in accordance with its terms.

 e. Captions and Headings. The captions and headings for each provision of this Agreement are included for convenience of reference only and are not to be considered a part hereof, and shall not be deemed to modify, restrict or enlarge any of the terms or provisions of this Agreement.

 f. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all other agreements, understandings, negotiations, or representations, oral or written, between them.

 g. Governing Law. This Agreement shall be subject to and governed by the laws of the Commonwealth of Kentucky, without regard to any conflicts of law provisions therein contained. All disputes arising out of this Agreement shall be settled by binding arbitration. The provider of arbitration services shall be made solely at KFM’s discretion and costs of arbitration shall be borne equally by the parties.

 h. No Waiver. No waiver of a breach of any provision of this Agreement will be construed to be a waiver of this Agreement, whether of a similar or different nature, and no delay in acting with regard to a breach shall be construed as a waiver of that breach.

 i. Non-Discrimination. Under no circumstances will KFM discriminate against You, or terminate this Agreement, on the basis of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, immigration status, or any other protected status. However, KFM reserves the right to accept or decline patients based upon our capability to appropriately manage the primary care needs of our patients.

 j. Notices. Any notices or payments required or permitted to be given under this Agreement shall be deemed given when in writing, by electronic transmission, hand delivered, or with proof of deposit in the United States mail. All notices shall be deemed delivered on the date of actual delivery, as evidenced by the return receipt or courier record, or by verified digital date stamp in the case of electronic transmission.

 k. Severability. If 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 the offending 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. If this Agreement is held to be invalid or unenforceable for any reason, and if Practice is therefore required to refund all or any portion of the Monthly Fees paid by You, You agree to pay Practice an amount equal to the fair market value of the Services actually rendered to You during the period of time for which the refunded fees were paid commensurate with prevailing rates in the Practice area.

 l. Survival. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.

IN WITNESS WHEREOF, the Parties hereto or their duly authorized representatives have executed this Agreement as of the Effective Date first written below.

Effective Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Enrollment Fees: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (one-time fees) Monthly Fee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_per month payable by the 5th day of the effective month

Plan includes the following individual patients:

Name Relationship Age

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Signature of Patient #1 (Primary or Parent) Date

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Signature of Patient #2 (Spouse or other) Date

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Signature of Legal Guardian Date

(Of minors listed above, if not Patient #1 or #2)

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For Kentucky Family Medicine, LLC (KFM) Date

Catherine P. Stokes, CEO/Administrator