



**PACIFIC DIRECT PRIMARY CARE, LLC**  
**66 CLUB RD, SUITE 260, EUGENE, OR 97401**  
**PHONE: (541) 799-0894**  
**FAX: (541) 406-3257**

## **PATIENT AGREEMENT**

(LAST UPDATED 11/11/2023)

This Patient Agreement (Agreement) is between **PACIFIC DIRECT PRIMARY CARE, LLC** (the Practice, Us or We), and \_\_\_\_\_  
(Patient, Member, or You).

### **Background**

The Practice, located at **PACIFIC DIRECT PRIMARY CARE, LLC** provides ongoing primary care medicine to its Members in a direct pay, membership model (DPC). In exchange for certain periodic fees, the Practice agrees to provide You with the Services described in this Agreement under the terms and conditions contained within.

### **Definitions**

- 1. Services.** In this Agreement, "Services" means the collection of services, medical and non-medical, which are described in Appendix A (attached and incorporated by reference), which We agree to provide to You under the terms and conditions of this Agreement.
- 2. Patient.** In this Agreement, "Patient," "Member," "You" or "Yours" means the persons for whom the Practice shall provide care, who have signed this Agreement, and/or whose names appear in appendix B (attached and incorporated by reference).

### **Agreement**

- 3. Term.** This Agreement will last for one year, starting on the date it is fully executed by the 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.

**5. Termination.** Either party can cancel this Agreement at any time by giving 30 days' written notice to the other of intent to terminate. Notice should be provided in accordance with paragraph 26 of this Agreement.

**6. Payments and Refunds – Amounts and Methods.**

A. In exchange for the Services described in Appendix A, You agree to a monthly payment (or Membership Fee) in the amount which appears in Appendix C, which is attached and incorporated by reference;

B. Upon Execution of this Agreement, You shall pay a one-time \$150 nonrefundable, Enrollment Fee, in addition to the Monthly Membership Fee (which shall be prorated to the first of the month), in the amount as described in Appendix C.

C. Thereafter, the Membership Fee shall be due on the first business day of every month.

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

**7. Early Termination.** If You cancel this Agreement before its term ends, We will refund any unused portion of your membership fee on a per diem basis.

**8. Non-Participation in Insurance.** The Practice does not participate with any health plans, HMO panels, or any other third-party payor. As such, we may not submit bills or seek reimbursement from any third-party payors for the Services provided under this Agreement. Accordingly, the Practice will not create superbills or other invoices generally required by third-party payors.

**9. Medicare.** The Patient understands that the Practice and staff have opted out of Medicare. As a result, both the Patient and the Practice shall be prohibited by law from seeking reimbursement from Medicare for any Services provided under this Agreement. Accordingly, the Patient agrees not to submit bills or seek reimbursement from Medicare for any such services. Furthermore, if the Patient is eligible or becomes eligible for Medicare during the term of this Agreement, the Patient agrees to immediately inform the Practice and sign the Medicare private contract as provided and required by law.

**10. This Agreement Is Not Health Insurance.** The Patient has been advised and understands that this Agreement is not an insurance plan. It does not replace any health coverage that the Patient may have, and it does not fulfill the requirements of any federal health coverage mandate. This Agreement does not include hospital services, emergency room treatment,

or any services not personally provided by the Practice or its staff. This Agreement includes only those Services identified in Appendix A. If a Service is not specifically listed in Appendix A, it is expressly excluded from this Agreement. The Patient acknowledges that We have advised them to obtain health insurance that will cover catastrophic care and other services not included in this Agreement. Patients are always personally responsible for the payment of any medical expenses incurred for services not included under this Agreement, including any services provided by any person or entity outside of the Practice.

- 11. Communications.** The Practice endeavors to provide Patients with the convenience of a wide variety of electronic communication options. 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 secure or confidential methods of communications. By placing Your initials at the end of this Clause, You acknowledge the above and indicate that You understand and agree that by initiating or 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.

Patient Initials: \_\_\_\_\_

- 12. Email and Text Usage.** By providing an email address on the attached Appendix B, the Patient authorizes the Practice and its staff to communicate with him/her by email regarding the Patient's "protected health information" (PHI). By providing a cell phone number in Appendix B and checking the "YES" box on the corresponding consent question, the Patient consents to text message communication containing PHI through the number provided. The Patient further understands and 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;
- B. Email and text messaging are not appropriate means of communication in an emergency, for dealing with time-sensitive issues, or for disclosing sensitive information. Therefore, in an emergency or a situation that could reasonably be expected to develop into an emergency, the Patient agrees to call 911 or go to the nearest emergency room and follow the directions of personnel.

**13. Technical Failure.** Neither the Practice nor its staff will be liable for any loss, injury, or expense arising from a delay in responding to the Patient when that delay is caused by technical failure. Examples of technical failures: (i) failures caused by an internet or cell phone service outage; (ii) power outages; (iii) failure of electronic messaging software, or email software; (iv) failure of the Practice's computers or computer network, or faulty telephone or cable data transmission; (v) any interception of email communications by a third party which is unauthorized by the Practice; or (vi) Patient's failure to comply with the guidelines for use of email or text messaging, as described in this Agreement.

**14. Physician Absence.** From time to time, due to such things as vacations, illness, or personal emergency, the physician may be temporarily unavailable. When the date(s) of such absences are known in advance, the Practice will give notice to Patients so that they may schedule non-urgent care accordingly and will make available a suitable alternative physician to respond to after hours concerns. During unexpected absences, Patients with scheduled appointments will be notified as soon as practicable, and appointments will be rescheduled at the Patient's convenience.

If during physician's absence, the Patient experiences an acute medical issue requiring immediate attention, the Patient should proceed to an urgent care, emergency room, or other suitable facility for care. Charges from any outside providers are not included under this Agreement and are the Patient's responsibility. The Patient may, however submit such outside charges to their health plan for reimbursement consideration or request that the outside provider do the same. The Patient is responsible for understanding the coverage rules of their health plan, and We cannot guarantee reimbursement.

**15. 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

their physician;

- B. The physician shall respond to each of the Member's issues or complaints;
- C. If, after such response, Member remains dissatisfied, the Parties shall enter into discussion and attempt to reach a mutually acceptable solution.

**16. Monthly Fee and Service Offering Adjustments.** In the event that the Practice finds it necessary to increase or adjust monthly fees or Service offerings before the termination of the Agreement, the Practice shall give 30 days' written notice of any adjustment. If Patient does not consent to the modification, Patient shall terminate the Agreement in writing prior to the next scheduled monthly payment.

**17. Change of Law.** If there is a change of any relevant law, regulation or rule, which affects the terms of this Agreement, the parties agree to amend it only to the extent that it shall comply with the law.

**18. Severability.** If any part of this Agreement is considered legally invalid or unenforceable by a court of competent jurisdiction, that part shall be amended to the extent necessary to be enforceable, and the remainder of the Agreement will stay in force as originally written.

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

**20. Assignment.** Neither this Agreement nor any rights arising under it may be assigned or transferred without the agreement of the Parties.

**21. Legal Significance.** The Patient acknowledges that this Agreement is a legal document that gives the parties certain rights and responsibilities. The Patient agrees that they are suffering no medical emergency and has had reasonable time to seek legal advice regarding the Agreement and have either chosen not to do so or have done so and is satisfied with the terms and conditions of the Agreement.

**22. Miscellaneous.** This Agreement is to be construed without regard to any rules requiring that it be construed against the drafting party. The captions in this Agreement are only for the sake of convenience and have no legal meaning.

**23. Entire Agreement.** This Agreement contains the entire Agreement between the parties and replaces any earlier understandings and agreements, whether written or oral.

**24. No Waiver.** Either party may choose to delay or not to enforce a right or duty under this Agreement. Doing so shall not constitute a waiver of that duty or responsibility and the party shall retain the absolute right to enforce such rights or duties at any time in the future.

**25. 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 state or federal court located in Lane County, Oregon.

**26. Notice.** Written Notice, when required, may be achieved either through electronic means at the email address provided by the party to be noticed or through first-class US Mail. All other required notice must be delivered by first-class US mail to the Practice at: 66 Club Rd, Suite 260, Eugene, OR 97401 and to the Patient, at their address provided in Appendix B.

**For: PACIFIC DIRECT PRIMARY CARE, LLC**

By: \_\_\_\_\_  
David Nguyen, MD, manager

\_\_\_\_\_  
Date

**For: Patient**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## **APPENDIX A**

### **SERVICES**

#### **1. Medical Services**

Medical Services offered under this Agreement are those consistent with the physician's training and experience, 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, and specimen analysis related to these Services unless otherwise noted. The specific Medical Services provided under this Agreement include the following:

- Office or telehealth visits for acute and chronic conditions
- Annual physicals, well-woman visits, well-child visits (10+ years)
- Nutrition and wellness counseling
- Knee/hip/trigger finger injections
- Abscess/cyst drainage
- IUD removal
- Suturing of minor lacerations
- Skin tags/warts/biopsies
- Nebulizer treatments for asthma/COPD
- EKGs
- Ear wax removal
- In-office point-of-care testing (i.e., glucose, urine)
- At-home or at-work visits (additional \$50 per trip)

**2. Non-Medical, Personalized Services.** The Practice shall also provide Members with the following non-medical services:

- **After-Hours Access.** Subject to the limitations of paragraph 14, Members shall have direct telephone access to the physician for guidance in regard to urgent concerns that arise unexpectedly after office hours.
- **Email Access.** Subject to the limitations of paragraph 12, above, The Patient shall be given the physician's email address to which non-urgent communications can be addressed. The Patient understands and agrees that neither email nor the internet should be used to access medical care in the event of an emergency or any situation that could reasonably develop into an emergency. The 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 room, and follow the directions of personnel.

- **Same Day/Next Day Appointments.** When a Patient contacts the Practice prior to noon on a regular office day to request a same-day appointment, every reasonable effort shall be made to schedule the Patient for that same day; or if this is not possible, Patient shall be scheduled for the following office day (subject to the limitations of paragraph 14).
- **No Wait or Minimal Wait Appointments.** Every reasonable effort will be made to assure that the 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 will be contacted and advised of the projected wait time. Patient will then have the option of seeing the physician at the later time or reschedule at a time convenient to the Patient.
- **Telehealth.** Telehealth (virtual visits) will be available when desired and deemed appropriate by the Patient and physician.
- **Specialists Coordination.** The physician will coordinate care with medical specialists and other practitioners to whom the Patient needs referral. The Patient understands that fees paid under this Agreement do not include specialist's fees or fees due to any medical professional other than the Practice staff. In some instances, the Practice may advance payment on Patient's behalf to certain other medical providers with whom Practice has negotiated preferred rates, and Patient agrees to reimburse Provider as Incidental Charges on Patient's next bill.



**APPENDIX B**

**TEXT AND EMAIL COMMUNICATION**

**CHECK YES WHERE INDICATED ONLY IF YOU AGREE TO TEXT MESSAGE COMMUNICATION. 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 LEGAL REPRESENTATIVE), CERTIFY THAT THEY HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT:

Print Patient Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Cell Phone \_\_\_\_\_ Alternate Number \_\_\_\_\_

Email \_\_\_\_\_

I Agree to Text / Email Communication:

- Yes
- No

Printed Name: \_\_\_\_\_ Relationship to Patient: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX C**  
**FEE ITEMIZATION**

**Re-enrollment fee.**

If, after allowing membership to lapse or be terminated, Patient desires to re-join the practice, the Patient shall be accepted on a space-available basis, subject to a \$150 re-enrollment fee.

**Monthly Membership Fees**

17 years and under*	\$30 per month	X ____	Members	\$_____
18-64	\$100 per month	X ____	Members	\$_____
65 years +	\$120 per month	X ____	Members	\$_____

\*when enrolled with one adult in the same household.

Total Monthly Membership Fee \$\_\_\_\_\_

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**Initial Payment**

Prorated Membership Fees for current month \$\_\_\_\_\_

Initial Enrollment Fee \$150

**Total Due on Signing** \$\_\_\_\_\_