

DIRECT PRIMARY CARE PATIENT AGREEMENT Emily MD, PLLC

This is an Agreement between Emily MD, PLLC (Practice), an Idaho Corporation located at 904 S. Jefferson St, Moscow, Idaho, and Emily C. Todd, MD (Physician) in her capacity as an agent of Emily MD, PLLC, and You (Patient).

Background

The Physician practices family medicine and delivers care on behalf of Emily MD, PLLC in Moscow, Idaho. In exchange for certain fees paid by Patient, the Practice, through its Physician, agrees to provide the Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

The practice website is <https://emilyMD.org>.

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 2. Patient will be provided with methods to contact the physician via phone, email, and other methods of electronic communication. Physician 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. This Agreement is for ongoing primary care, and Patient may need to visit the emergency room or urgent care from time to time. Physician will make every effort to be available via phone, email, other methods such as “after hours” appointments when appropriate, but Physician cannot guarantee 24/7 availability.
- 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.
- 4. Non-Participation in Insurance.** Patient acknowledges that neither Practice, nor Physician, participate in any health insurance or HMO plans. Dr.Todd is not able to provide service for Medicare patients at this time until opting out of Medicare planned for mid-July 2018. Medicare patients may contact Dr.Todd (through website or phone) to be put on a waiting list for mid-July 2018 when enrollment is available for Medicare patients. Neither the Practice nor Physician 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.
- 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, specialty visits, or any services not personally provided by Practice, or its Physician. Patient acknowledges that Practice has advised that Patient obtain or keep in full force such health insurance policy(ies) or plans that will cover Patient for non-DPC 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.
- 6. Disclaimer.** Per Idaho Senate Bill 1062a, 39-9207: 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 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. After the initial three-month initial enrollment, Patient may terminate the agreement with a 30-day written notice. The 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 & Communications: You acknowledge that communications with Physician 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.

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 Idaho and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Practice address.

13. Patient Understandings (please initial each)

- a. This Agreement is for ongoing primary care and is not a medical insurance agreement. _____
- b. I do NOT have an emergent medical problem at this time. _____
- c. I am enrolling (myself and my family if applicable) in Practice voluntarily. _____
- d. I understand that I am enrolling in a membership-based practice that will bill me monthly. _____
- e. In the event of a medical emergency, I agree to call 911 first. _____
- f. I understand Physician at Emily MD, PLLC, 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. _____
- g. I do NOT expect the practice to file or fight any third party insurance claims on my behalf. _____
- h. This Agreement does not meet the individual insurance requirement of the Affordable Care Act. _____
- i. This Agreement is non-transferrable. _____
- j. I understand failure to pay the membership fee will result in termination from Practice. _____

Patient Name _____ Date _____
 Patient (or Guardian) Signature _____

Physician Name: Emily C. Todd, MD
 Physician Signature _____ Date _____

If you have registered through AtlasMD you do not need to sign a physical copy of this agreement. If not, please print and sign. Contract may be emailed to: dremily@emilymd.org. Or, please bring a signed contract to your first appointment

APPENDIX 1: Emily MD, PLLC: Fees

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. Physician within the Practice will make an appropriate determination about the scope of services offered by the Physician. Examples of conditions we treat, procedures we perform, and medications we prescribe are attached herein, listed on our website and are subject to change.

Fees for Emily MD:

Enrollment Fee - Enrollment fee is \$75.00 per individual or \$150 per family.

This is charged when Patient enrolls with Practice and is nonrefundable. If a patient discontinues membership and wishes to re-enroll in the practice at a later time, a one-year wait time is required, and we reserve the right to decline re-enrollment. A re-enrollment fee is required of \$200.00, if space is still available in the Practice. The goal number of patients at Emily MD is 500-600.

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.

0-19 yrs old: \$20

College/grad students w/ ID (Full time): \$25

20-29 yrs old: \$40

30-39 yrs old: \$50

40-49 yrs old: \$60

50-59 yrs old: \$70

60-89 yrs old: \$80

90+ yrs old: \$25

Family Max \$150/month (if living in same house)

***Ask about special discounts for Veterans, Small businesses, & case-by-case financial need.**

APPENDIX 2: Emily MD, PLLC: 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 – Dr Todd has negotiated a severely discounted cost for labs through Labcorp. We may draw blood in the future at Emily MD office building, but until further notice, lab draws will occur at any Labcorp location if billed through Emily MD to include discount. The nearest Labcorp draw station in Moscow ID is located within Moscow Medical clinic at 213 N. Main St. Hours available for blood draws are M-F 8am-12pm, 1pm-430pm, unless otherwise specified. To receive the discount available through Emily MD, the lab bill will be paid by the Practice (Emily MD) and the Patient will receive a bill at-cost from Emily MD for the labs. These must be paid within 30 days.

Medications - will be ordered in the most cost effective manner possible for Patient. Medications dispensed in the office at Emily MD are made available to membership Patients at wholesale cost plus 10% for packaging, plus mailing cost, if applicable. Medications will be significantly lower in cost than obtained through insurance. Insurance will not be accepted for medications through Emily MD. Dr Todd is able to prescribe meds at any U.S. pharmacy, if that is your preference.

Pathology - studies will be ordered in the most economical manner possible. Anticipated prices for these studies will be listed on our website.

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

Vaccinations – Emily MD anticipates providing vaccines to patients 0-19. If vaccines are not in stock for some reason, Dr Todd will refer patients to The Department of Public Health, 333 E Palouse River Dr, Moscow, ID 83843. (208) 882-7506.

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

Acceptance of Patients – Dr Todd and the Practice reserves 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 are not guaranteed with membership. Dr Todd prefers that adults be cared for by Hospitalist Service if admitted to the hospital. However, she has medical staff privileges at Gritman and may manage hospital care on a case-by-case basis at an additional fee of \$100/day. She will manage any newborn and pediatric admissions at Gritman, if applicable, included in the cost of membership.

Obstetric Services - Dr. Todd is interested in performing prenatal care in the future. However, given the cost of malpractice insurance for deliveries, she is attempting to contract with a local OBGYN clinic for the delivery. However, Dr Todd is available for in-hospital newborn care.

Newborn Care- Dr Todd is available for Newborn inpatient care at Gritman Medical Center, at no additional cost outside of membership fee.

APPENDIX 3: Emily MD, PLLC: Provider Availability

Emily MD, PLLC, will make every effort to avail the services of our clinic to its members at the time of medical need. This includes after-hours and weekend access to Dr. Todd by phone for medical advice and treatment when appropriate. Dr Todd will endeavour to respond to urgent phone messages *within one hour*, and to return non-urgent messages *within one business day*.

Emily MD will make every effort to provide same day or next day appointments as medically necessary for member needs. Additionally, Dr. Todd is able to make home visits for members when appropriate and as circumstances allow.

While we are able to provide extensive services which are usually associated with urgent care, it should be understood that Emily MD has regular office hours and that outside of these hours Dr. Todd will not always be physically available for care. Medical care is provided by appointment only; "walk-in" care is not available

Dr.Todd will take *scheduled vacations* (anticipated at 3-4 weeks/ year) and attend *medical conferences* (anticipated at 1 week/ year). Members will be notified of Dr Todd's absence in advance by email; during these times, members will need to seek care elsewhere as necessary, if care cannot await for Dr Todd's return. While away, Dr.Todd will respond within one business day to messages left by phone, text or email.

Thank you for trusting Dr. Todd and Emily MD, PLLC, to care for your family's health. We feel privileged to be your primary care choice.