

Robertson Family Health Care

PATIENT AGREEMENT

This is an Agreement between ROBERTSON FAMILY HEALTH CARE, INC., a Colorado Corporation, (Robertson Family Health Care) located at 10 Rupert Street, Monte Vista, Colorado 81144 and you (Patient).

Background

In exchange for certain fees paid by You, Robertson Family Health Care, through its Medical Provider (Provider), agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

Definitions

- 1. Patient.** A patient is defined as those persons for whom the Robertson Family Health Care shall provide Services, and who are signatories to, or listed on the documents attached as Appendix 1, and incorporated by reference, to this agreement.
- 2. Services.** As used in this Agreement, the term Services, shall mean a package of services, both medical and non-Medical, and certain amenities (collectively "Services"), which are offered by Robertson Family Health Care, and set forth in Appendix 1.
- 3. Terms.** This agreement shall commence on the date signed by the parties below and shall continue for a period of one month, automatically renewed.
- 4. Fees.** In exchange for the services described herein, Patient agrees to pay Robertson Family Health Care the amount as set forth in Appendix 1, attached. This fee is payable upon execution of this agreement, and is in payment for the services provided to Patient during the term of this Agreement. If either party cancels this Agreement before the agreement termination date, then Robertson Family Health Care shall refund the Patient's pro-rated share of the original payment, remaining after deducting individual charges for the fair market value of services rendered to Patient up to cancellation.
- 5. Non-Participation in Insurance.** Patient acknowledges that Robertson Family Health Care does not participate in any health insurance or HMO plans or panels and has opted out of Medicare. Neither of the above make any representations whatsoever that any fees paid under this Agreement are covered by your health insurance or other third-party payment plans applicable to the Patient. The Patient shall retain full and complete responsibility for any such determination. If the Patient is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then Patient will sign

the agreement attached as Appendix 2, and incorporated by reference. This agreement acknowledges your understanding that the Provider has opted out of Medicare, and as a result, Medicare cannot be billed for any services performed for you by Robertson Family Health Care. You agree not to bill Medicare or attempt Medicare reimbursement for any such services. Patient shall renew and sign the agreement in Appendix 2 yearly.

- 6. Non-Participation in Medicaid.** Patient specifically acknowledges that Robertson Family Health Care and its providers do not participate in Colorado's Medicaid program. Under state law, non-participating healthcare providers cannot provide medical services to Medicaid recipients. 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 Robertson Family Health Care and transfer your care to another provider.
- 7. 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, or any services not personally provided by Robertson Family Health Care, or its Providers. Patient acknowledges that Robertson Family Health Care has advised that patient obtain or keep in full force such health insurance policy(ies) or plans that will cover Patient for general healthcare costs. Patient acknowledges that this Agreement is **NOT A CONTRACT THAT PROVIDES HEALTH INSURANCE**, and this Agreement is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry.
- 8. Term; Termination.** This Agreement will commence on the date first written above and will extend monthly thereafter. Notwithstanding the above, both Patient and Robertson Family Health Care shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination, upon giving 30 days prior written notice to the other party. Unless previously terminated as set forth above, at the expiration of the initial one-month term (and each succeeding monthly term), the Agreement will automatically renew for successive monthly terms upon the payment of the monthly fee at the end of the contract month. Further, Robertson Family Health Care may terminate this Agreement upon giving 30 days prior written notice for any of the following:

 - (a.) The Patient fails to pay the amount set forth in per this Agreement;
 - (b.) The Patient has performed an act that constitutes fraud;
 - (c.) The Patient repeatedly fails to comply with the recommended treatment plan;

- (d.) The Patient is abusive, presents an emotional or physical danger to the staff or other patients of Robertson Family Health Care;
- (e.) Robertson Family Health Care discontinues operation; and
- (f.) Robertson Family Health Care has a right to determine whom to accept as a patient, just as a patient has the right to choose his or her medical provider. Robertson Family Health Care may also terminate a patient without cause as long as the termination is handled appropriately (without violating patient abandonment laws).

9. Communications. You acknowledge that communications with Robertson Family Health Care using e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. As such, you expressly waive Robertson Family Health Care and its Provider's obligation to guarantee confidentiality with respect to correspondence using such means of communication. You acknowledge that all such communications may become a part of your medical records.

By providing Patient's e-mail address on the attached Appendix 1, Patient authorizes the Robertson Family Health Care, and its Providers to communicate with Patient by e-mail regarding Patient's "protected health information" (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations) By inserting Patient's e-mail address in Exhibit 1, Patient acknowledges that:

- (a) E-mail is not necessarily a secure medium for sending or receiving PHI and, there is always a possibility that a third party may gain access;
- (b) Although Robertson Family Health Care and the Provider will make all reasonable efforts to keep e-mail communications confidential and secure, neither Robertson Family Health Care, nor the Provider can assure or guarantee the absolute confidentiality of e-mail communications;
- (c) In the discretion of the Provider, e-mail communications may be made a part of Patient's permanent medical record; and,
- (d) Patient understands and agrees that E-mail is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information. In the event of an emergency, or a situation in which the member could reasonably expect to develop into an emergency, Member shall call 911 or the nearest Emergency room, and follow the directions of emergency personnel. If Patient does not receive a response to an e-mail message within one day, Patient agrees to use another means of communication to contact the Physician. Neither Robertson Family Health Care, nor the Provider will be liable to Patient for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Patient as a result of

technical failures, including, but not limited to, (i) technical failures attributable to any internet service provider, (ii) power outages, failure of any electronic messaging software, or failure to properly address e-mail messages, (iii) 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; or (v) your failure to comply with the guidelines regarding use of e-mail communications set forth in this paragraph.

10. Change of Law. If there is a change of any law, regulation or rule, federal, state or local, which affects the Agreement including these Terms & Conditions, which are incorporated by reference in the Agreement, or the activities of either party under the Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights, obligations or operations associated with the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Agreement including these Terms & Conditions. If the parties are unable to reach an agreement concerning the modification of the Agreement within forty-five days after of date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.

11. 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 that provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.

12. Reimbursement for services rendered. If this Agreement is held to be invalid for any reason, and if Robertson Family Health Care is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay Robertson Family Health Care an amount equal to the fair market value of the Services actually rendered to Patient during the period of time for which the refunded fees were paid.

13. Amendment. No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, the Provider may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation ("Applicable Law") by sending You 30 days advance written notice of any such change. Any such changes are incorporated by reference into this Agreement without the need for signature by the parties and are effective as of the date established by Robertson Family Health Care except that Patient shall initial any such change at Robertson Family Health Care's request. Moreover, if Applicable Law

requires this Agreement to contain provisions that are not expressly set forth in this Agreement, then, to the extent necessary, such provisions shall be incorporated by reference into this Agreement and shall be deemed a part of this Agreement as though they had been expressly set forth in this Agreement.

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

15. Relationship of Parties. Patient and Robertson Family Health Care intend and agree that the Provider, in performing her duties under this Agreement, is an independent contractor, as defined by the guidelines promulgated by the United States Internal Revenue Service and/or the United States Department of Labor, and Robertson Family Health Care shall have exclusive control of her work and the manner in which it is performed.

16. Legal Significance. Patient acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Patient also acknowledges having had a reasonable time to seek legal advice regarding the Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of the Agreement.

17. Miscellaneous: This Agreement shall be construed without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. Captions in this Agreement are used for convenience only and shall not limit, broaden, or qualify the text.

18. Entire Agreement: This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter of this Agreement.

19. Jurisdiction: This Agreement shall be governed and construed under the laws of the State of Colorado and All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Robertson Family Health Care's address in Monte Vista, Colorado.

20. SERVICE. All written notices are deemed served if sent to the address of the party written above or appearing in Exhibit A by first class U.S. mail.

21. PATIENT UNDERSTANDINGS. Please initial:

- _____ (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 do NOT expect Robertson Family Health Care to file or fight any third party insurance claims on my behalf.
- _____ (d.) I do NOT expect Robertson Family Health Care to prescribe chronic controlled substances on my behalf.
- _____ (e.) In the event I have a complaint about Robertson Family Health Care, I will first notify Robertson Family Health Care directly
- _____ (f.) This Agreement is non-transferable.
- _____ (g.) I am enrolling (myself and my family if applicable) in the practice of Robertson Family Health Care voluntarily.
- _____ (h.) I may receive a copy of this document upon request.

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

Robertson Family Health Care

Patricia L. Robertson, FNP-BC.
President, Robertson Family Health Care, Inc.

Appendix 1

Services and Payment Terms

- 1. Medical Services and Payment Terms.** As used in this Agreement, the term Medical Services shall mean those medical services that the Provider herself is permitted to perform under the laws of the State of Colorado and that are consistent with her training and experience as a family medicine nurse practitioner, as the case may be.

The Provider may from time to time, due to vacations, sick days, and other similar situations, not be available to provide the services referred to above in this paragraph 1. During such times, Patient's calls to the Provider, or to Robertson Family Health Care will be directed to a healthcare provider who is "covering" for the Provider during her absence.

Robertson Family Health Care's fees and terms of payment are listed on Robertson Family Health Care's website at:

<http://www.robertsonfamilyhealth.com>

- 2. Non-Medical, Personalized Services.** Robertson Family Health Care shall also provide Patient with the following non- medical services ("Non-Medical Services"):
 - (a) Ongoing Primary Care.** Patient shall have access to the Provider via text messaging, email, and phone. During the Provider's absence for vacations, continuing medical education, illness, emergencies, or days off, Robertson Family Health Care will provide the services of an appropriate licensed healthcare provider for assistance in obtaining medical services. Patient shall be given instructions as to how to contact such healthcare provider. Such provider shall be available to Patient to the same extent as would the regular Provider.
 - (b) E-Mail Access.** Patient shall be given the Provider's e-mail address to which non- urgent communications can be addressed. The Provider or staff member of Robertson Family Health Care shall address such communications in a timely manner (typically within one business day). 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 Provider immediately in person or by telephone, that Patient shall call 911 or the nearest emergency medical assistance provider, and follow the directions of emergency medical personnel.

- (c) **No Wait or Minimal Wait Appointments.** Every effort shall be made to assure that Patient is seen by the Provider immediately upon arriving for a scheduled office visit or after only a minimal wait. If Provider 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 Robertson Family Health Care prior to noon on a normal office day (Monday through Thursday) to schedule an appointment, every reasonable effort shall be made to schedule an appointment with the Provider on the same day. If the patient calls or e-mails Robertson Family Health Care after noon on a normal office day (Monday through Thursday) to schedule an appointment, every reasonable effort shall be made to schedule Patient's appointment with the Provider on the following normal office day. In any event, however, Robertson Family Health Care shall make every reasonable effort to schedule an appointment for the Patient on the same day that the request is made.
- (e) **Home or Office Visits.** Patient may request that the Provider see Patient in Patient's home or office, and in situations where the Provider considers such a visit reasonably necessary and appropriate, she will make every reasonable effort to comply with Patient's request.
- (f) **Visitors.** Family members* temporarily visiting a Patient from out of town may, for a two-week period, take advantage of the services described in subparagraphs (a), (c), and (d) of this paragraph. Medical services rendered to Patient's visitors shall be charged on a fee-for-service basis.
- (g) **Specialists.** Robertson Family Health Care 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 specialists fees or fees due to any medical professional other than the Robertson Family Health Care Provider.

** Family members who are Medicare beneficiaries must be covered by a Medicare opt out and waiver agreement in order to be treated by a Robertson Family Health Care Provider.*

Appendix 2

Medicare Opt Out and Waiver Agreement

This agreement (Agreement) is entered into by and between Robertson Family Health Care, Inc, a Colorado Corporation, Patricia L. Robertson, FNP-BC (Provider) , whose principal address is 10 Rupert St, Monte Vista, Colorado 81144, and _____, a beneficiary enrolled in Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997 (Beneficiary), who resides at _____, Colorado _____.

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 physicians/providers to “opt out” of Medicare and enter into private contracts with patients who are Medicare beneficiaries. In order to opt out, physicians/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 physicians/providers not opted out of Medicare). In essence, the physician/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 physicians/providers are required to have with Medicare beneficiaries when physicians/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 health care 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 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 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.

Name of Beneficiary (printed): _____

Signature of Beneficiary: _____

Date: _____

ROBERTSON FAMILY HEALTH CARE, INC.

By _____

Patricia L. Robertson, FNP-BC for Robertson Family Health Care, Inc.

Date Signed:

_____, 20____