

**DIRECT PRIMARY CARE PATIENT
AGREEMENT HARMONY FAMILY MEDICINE, P.C.**

This is an Agreement between Harmony Family Medicine, P.C. (**Practice**), a Georgia professional corporation, located at 2864 E. Cherokee Drive, Suite G, Canton, GA 30115. Kathryn Neely, M.D. (**Physician**) in her capacity as an agent of Harmony Family Medicine, P.C. and you, (**Patient**).

Background

The Physician, who specializes in family medicine, delivers care on behalf of Practice, at the address set forth above. In exchange for certain fees paid by You, Practice, through its Physician(s), agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement. The practice website is www.harmonyfm.net.

Definitions

1. **Patient.** A patient is defined as those persons for whom the Physician 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 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.
3. **Fees.** In exchange for the services described herein, Patient agrees to pay Practice, the amount as set forth in Appendix 3 and 4, 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 this Agreement is cancelled by either party before the agreement termination date, then the Practice shall refund the Patient's prorated share of the original payment, remaining after deducting individual charges for services rendered to Patient up to cancellation.
4. **Non-Participation in Insurance.** Patient acknowledges that neither Practice, nor the Physicians participate in any health insurance or HMO plans. Physicians have opted out of Medicare. Patient acknowledges that federal regulations REQUIRE that Physicians opt out of Medicare so that Medicare patients may be seen by the Practice pursuant to this private direct primary care contract. Neither the Practice nor Physicians make any representations regarding third party insurance reimbursement of fees paid under this Agreement. 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 5, and incorporated by reference. This agreement acknowledges your understanding that the Physician has opted out of Medicare, and as a result, Medicare cannot be billed for any services performed for you by the Physician. You agree not to bill Medicare or attempt Medicare reimbursement for any such services.

- 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, or any services not personally provided by Practice, or its Physicians. 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 general healthcare 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. This Agreement is for ongoing primary care, and the Patient may need to visit the emergency room or urgent care from time to time. Physician will make every effort to be available at all times via phone, email, other methods such as "after hours" appointments when appropriate, but Physician cannot guarantee 24/7 availability.
- 6. Term.** This Agreement will commence on the date it is signed by the 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, upon giving 30 day prior written notice to the other party. If terminated by the Practice, the Practice shall provide the patient with a list of other Practices in the community in a manner consistent with local patient abandonment laws. 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. Examples of reasons the Practice may wish to terminate the agreement with the Patient may include but are not limited to:
- (a) The Patient fails to pay applicable fees owed pursuant to Appendix 3 and 4 per this Agreement;
 - (b) The Patient has performed an act that constitutes fraud;
 - (c) The Patient repeatedly fails to adhere to the recommended treatment plan, especially regarding the use of controlled substances;
 - (d) The Patient is abusive, or presents an emotional or physical danger to the staff or other patients of Practice;
 - (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. Practice may also may terminate a patient without cause as long as the termination is handled appropriately (without violating patient abandonment laws).
- 7. Privacy & Communications.** You acknowledge that communications with the Physician 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 the Physician'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 email address on the attached Appendix 1, Patient authorizes the Practice, and its Physicians to communicate with Patient by email 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 email address in Appendix 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 and the Physician will make all reasonable efforts to keep e-mail communications confidential and secure, neither Practice, nor the Physician can assure or guarantee the absolute confidentiality of email communications;
- (c) In the discretion of the Physician, e-mail communications may be made a part of Patient's permanent medical record; and,
- (d) Patient understands and agrees that email 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 Practice, nor the Physician 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 email 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.

- 8. 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.
- 9. 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 the Services actually rendered to Patient during the period of time for which the refunded fees were paid.
- 10. Assignment.** This Agreement, and any rights Patient may have under it, may not be

assigned or transferred by Patient.

11. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the Practice address in Canton, Georgia.

12. Patient Understandings (initial each):

This Agreement is for ongoing primary care and is NOT a medical insurance agreement.

I do NOT have an emergent medical problem at this time.

In the event of a medical emergency, I agree to call 911 first.

I do NOT expect the practice to file or fight any third party insurance claims on my behalf.

I do NOT expect the practice to prescribe chronic controlled substances on my behalf. (These include commonly abused opioid medications, benzodiazepines, and stimulants.)

In the event I have a complaint about the Practice I will first notify the Practice directly.

This Agreement (without a "wrap around" compliant or catastrophic insurance policy) does not meet the individual insurance requirement of the Affordable Care Act.

I am enrolling (myself and my family if applicable) in the practice voluntarily.

I may receive a copy of this document upon request.

This Agreement is non-transferable.

Patient Name _____

Patient (or Guardian) Signature _____

Physician Name _____

Physician Signature _____

**APPENDIX 1
Patients**

Primary Member

Name: _____ DOB: _____

Email: _____

Mailing Address: _____

Other Adult Members

Name: _____ DOB: _____

Relationship: _____

Email: _____

Name: _____ DOB: _____

Relationship: _____

Email: _____

Dependent Members (Under 21 or currently attending college)

Name: _____ DOB: _____

Email: _____ Relationship: _____

Name: _____ DOB: _____

Email: _____ Relationship: _____

Name: _____ DOB: _____

Email: _____ Relationship: _____

Please attach additional sheets if more patients need to be listed.

APPENDIX 2 Services

1. **Medical Services.** As used in this Agreement, the term Medical Services shall mean those medical services that the Physician, himself is permitted to perform under the laws of the State of Georgia and that are consistent with his training and experience as a family medicine physician, as the case may be.

The Physician 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 Physician, or to the Physician's office, will be directed to a physician who is "covering" for the Physician during his absence. Practice will make every effort to arrange for coverage but cannot guarantee such coverage.

After-Hours Medical Services. There is no guarantee of after-hours availability. This agreement is for ongoing primary care, not emergency or urgent care. Your physician will make reasonable efforts to see you as needed after hours if your physician is available.

2. **Non-Medical, Personalized Services.** Practice shall also provide Patient with the following non-medical services ("Non-Medical Services"):

- (a) 24/7 Access. Patient shall have access to the Physician via instant messaging and video chat. Patient shall also have direct telephone and pager access to the Physician on a twenty-four hour per day, seven days per week basis. Patient shall be given a phone and pager number where patient may reach the Physician directly around the clock. During the Physician's absence for vacations, continuing medical education, illness, emergencies, or days off, Practice 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 Physician, however provider shall be contacted through an answering service rather than through a direct phone line.

- (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 the Practice 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 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 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 the 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, Practice shall make every reasonable effort to schedule an appointment for the Patient on the same day that the request is made.
- (e) Home Visits. Patient may request that the Physician see Patient in Patient's home, and in situations where the Patient is unable to Travel and Physician considers such a visit reasonably necessary and appropriate, she will make every reasonable effort to comply with Patient's request. The Patient must be located within a 10-mile radius of the Practice location.
- (f) Specialists. Harmony Family Medicine 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 Harmony Family Medicine Physician.

Notice of Acceptance of Patients

We reserve the right to accept or decline patients based upon our capability to appropriately handle the patient's primary care needs. We may decline new patients pursuant to the guidelines proffered in Section 6 (Term), because the Physician's panel of patients is full (capped at 600 adult members or fewer), or because the patient requires medical care not within the Physician's scope of services.

APPENDIX 3

Periodic & Enrollment Fees

Fee Schedule

These fees may be updated periodically. The latest fee schedule will be listed on our website. For any changes to the Monthly Periodic Fee, we will provide at least 45 days prior notice.

Enrollment Fee - This is charged when the Patient enrolls with the Practice and is nonrefundable. This fee is subject to change. If a patient discontinues membership and wishes to re-enroll in the practice, we reserve the right to decline re-enrollment or to require that the re-enrollment fee reflect an amount equivalent to the months of absent payments when dis-enrolled from the Practice.

Your Enrollment fee is \$ 100 per adult member listed in Appendix 1

If any dependents are enrolled without an adult registration on the same date (for example you enroll your child at a future date), there is a \$100 enrollment fee for their enrollment. This fee will cover all dependents enrolled on the same date without a new adult enrollment.

Monthly Periodic Fee - This fee is for ongoing primary care services. Twenty scheduled in person visits per year per member are available to you at no additional cost. Each scheduled in person visit with Physician over twenty will be charged a \$25 per visit fee. Your number of virtual visits (e-mail, electronic, phone) are not capped. We prefer that you schedule visits more than 24 hours in advance when possible. Some ancillary services will be passed through "at cost" (no markup by us). Examples of these ancillary services include laboratory testing, radiologic testing, and dispensed medications and these are described in Appendix 4. Many services available in our office (such as EKGs) are available at no additional cost to you. Items available at no additional cost will be listed on our website and are subject to change.

The monthly periodic fee is \$ 72 per month per adult member listed in Appendix 1

plus \$ 21 per month per dependent member listed in Appendix 1

New enrollments initiated before the 15th of the month will be charged the full month. New enrollments initiated on the 15th or after will be charged ½ the applicable monthly rate.

APPENDIX 4 Itemized Fees

Ongoing Primary Care is included with the Periodic Fee described in Appendix 3. Please see a list of some of the chronic conditions we routinely treat on the Practice website (subject to change). There are no itemized fees for office visits unless the Patient has more than twenty (20) scheduled in-office visits with Physician in a calendar year as explained in Appendix 3.

Annual Wellness Visit with a wellness lab panel is provided at no additional cost once every 12 months. For existing patients, we will use the date of your last annual wellness visit with us to identify when you are due for your next annual visit. For those who have never received an annual wellness visit from us we will work with you to best schedule the visit. Please understand that the annual wellness visit should be scheduled in advance and there are no guarantees for immediate scheduling of this type of visit.

In-Office Procedures that we are generally comfortable performing are listed on the Practice website. These are typically available at no additional cost unless otherwise designated, and these are also subject to change.

Injections that we perform are listed on the Practice website. There is no cost for the injection procedure itself. Injectable medications may incur an additional charge. See the Practice website for a full list of injectable medications and any additional cost that may be associated with them. This list is subject to change. Injections with no associated Physician visit do not count against your maximum office visit count.

In-Office Laboratory Studies are typically provided at no additional charge. See the Practice website for the current list of available in-office studies and any additional costs that may be associated with them. This list is subject to change. In-Office laboratory studies with no associated Physician visit do not count against your maximum office visit count.

Outside Laboratory Studies will be drawn in the office at no additional charge and the Patient will be charged according to the direct price rate we have negotiated with the lab. An example of common laboratory studies and their prices (subject to change) are listed on the Practice website. Outside laboratory studies with no associated Physician visit do not count against your maximum office visit count. A patient at their option may visit a laboratory patient service center in order to use their insurance. In that situation a laboratory order will be provided to Patient.

Medications will be ordered in the most cost effective manner possible for the Patient. When we dispense medications in the office these medications will be made available to the patient at wholesale cost. Examples of commonly dispensed medications and their prices (subject to change) are listed on the website.

Pathology studies (most commonly skin biopsies) will be ordered in the most economical manner possible. Anticipated prices for these studies (subject to change) are listed on the Practice website.

Radiology studies will be ordered in the most cost effective manner possible for the Patient.

Surgery and specialist consults will be ordered in the most cost effective manner possible for the Patient.

Vaccinations are NOT offered in our office at this time due to the cost prohibitive nature of stocking a limited supply. We will make an effort to help you obtain needed vaccinations elsewhere in the most cost effective manner possible.

Hospital Services are NOT covered by our membership plan, and due to mandatory "on call" duties required at local institutions we have elected NOT to obtain formal hospital admission privileges at this time.

Obstetric Services are NOT covered by our membership plan.

Bad Check Fee of \$25 will be incurred for any returned checks or electronic funds transfers that are not honored.

APPENDIX 5

Medicare Patient Agreement (Medicare Patients Only)

This agreement (“**Agreement**”) is entered into by and between **Harmony Family Medicine, P.C.** a Georgia professional corporation, owned and operated by Dr. Kathryn Neely MD, (the “**Physician**”), whose principal medical office is located at 2864 East Cherokee Drive, Suite G, Canton, GA 30115, and, _____ a beneficiary enrolled in Medicare Part B (“**Beneficiary**”), who resides at _____.

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 not to submit a claim to Medicare and not to ask Physician to submit a claim to Medicare.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) Beneficiary understands that CMS has the right to obtain copies of this contract upon request.

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.

Executed On: _____

By: _____
Medicare Beneficiary or his/her legal representative

And: _____
Physician on Behalf of Harmony Family Medicine, P.C.
Physician’s NPI number is 1306932371