



DIRECT PRIMARY CARE PATIENT AGREEMENT

Freedom Primary Care, LLC.

This is an Agreement between **Freedom Primary Care, LLC (Practice)**, a Connecticut LLC, located at 1224 Mill Street, Bldg B, East Berlin, CT 06023, Yvonne Joy, DNP, APRN (**Provider**) in her capacity as an agent of **Freedom Primary Care, LLC**, and you, (**Patient**).

Background

The Provider delivers primary care, as hereinafter set forth, on behalf of the Practice. In exchange for certain fees paid by You, the Practice, through its Provider(s), 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 www.freedomprimarycare.com. It is anticipated that other Provider(s) may be employed by the Practice.

Definitions

- 1. Patient.** A patient is defined as those persons for whom the Provider(s) shall provide Services, and who are signatories, are listed on the documents attached as Appendix, 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. The Patient will be provided with methods to contact the Provider(s) via phone, email, and other methods of electronic communication. Provider(s) 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.
- 3. Fees.** In exchange for the Services described herein, Patient agrees to pay the Practice the amount as set forth in Appendix attached. If this Agreement is terminated by either party before the end of an applicable monthly period, then the Practice shall seek only partial payment for the final month of service based on the number of days of membership provided to the patient and the itemized charges, set forth in Appendix, for services rendered to Patient up to the date of termination.
- 4. Non-Participation in Insurance.** Patient acknowledges that neither Practice, nor the Provider(s) participate in any health insurance or HMO plans. Provider(s) have opted out of Medicare. Patient acknowledges that federal regulations REQUIRE that Provider(s) 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 Provider(s) 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 the Patient will sign the Medicare Private Agreement.



This Agreement acknowledges your understanding that the Provider(s) has opted out of Medicare, and, as a result, Medicare cannot be billed for any services performed for you by the Provider(s). 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 or obstetric services, or any services not personally provided by Practice, or its Provider(s)s. 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, 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. Provider(s) will make every effort to be available at all times via phone, email, other methods such as “after hours” appointments when appropriate, but Provider(s) cannot guarantee 24/7 availability.

6. Term. This Agreement will commence on the date it is signed by Patient and Provider(s) 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. The Patient may terminate the Agreement with twenty-four hours prior written notice. The Practice shall give thirty days prior written notice to the Patient and 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 per this Agreement within 15 days of receiving a billing;
- (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 who to accept as a patient, just as a patient has the right to choose his or her Provider(s). Practice may also 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 Provider(s) using e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. The 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." The 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 the Patient. If the Patient initiates a conversation in which the Patient discloses "Protected Health Information (PHI)" on one or more of these communication platforms then the Patient has authorized the Practice to communicate with the Patient regarding PHI in the same format.

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. The remainder of the Agreement shall remain in full force and effect.

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 without prior written consent of the practice.

11. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Connecticut and any disputes arising out of this Agreement shall be settled in the Court of proper venue and jurisdiction for the Practice address in East Berlin, CT.



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 in writing.
- _____ This Agreement (without a “wrap around” compliant 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 will receive a copy of this document upon request.
- _____ This Agreement is non-transferable without prior written consent of the Practice.

Patient Name _____
Patient (or Guardian*) Signature _____
Provider Name _____
Provider Signature _____

*Guardian or other person on behalf of the Patient must provide the Practice with appropriate documentation of authority to do so (i.e. power of attorney, conservatorship certificate).



APPENDIX Freedom Primary Care Services, and Periodic & Enrollment Fees

This Agreement is for ongoing primary care. This Agreement is NOT HEALTH INSURANCE and is NOT A HEALTH MAINTENANCE ORGANIZATION. The Patient may need to use the care of specialists, emergency rooms, and urgent care centers that are outside the scope of this Agreement. Each Provider(s) within the Practice will make an appropriate determination about the scope of primary care services offered by the Provider(s). Examples of common conditions we treat, procedures we perform, and medications we prescribe are listed on our website and are subject to change.

Primary Care Services

The following Primary Care Services will be provided as clinically indicated: wellness and sick visits, routine screenings, chronic disease management; camp, school, and employment physicals; women's wellness and routine gynecologic care; electronic communications and virtual visits; assistance with referrals and off-site testing; coordination of care with specialists; and, prompt prescription renewals and follow up on labs and test results. These Services are subject to change.

Fee Schedule

Monthly Periodic Fee (billed at the end of the service period) – This fee is for ongoing primary care services, including conditions we routinely treat and is subject to change. The monthly period fee is \$50 per month for the first family member and \$25 per month for each additional family member. A family member is defined as a spouse, children, or dependent relatives who reside in the first family member's household.

The number of office visits is capped at 6 per year per member. Each in-office visit over 6 will be charged a per visit fee of \$100. The number of virtual visits (e-mail, electronic, phone) are capped at 12 per year per member. Each virtual visit over 12 will be charged a per visit fee of \$50. We prefer that you schedule visits more than 24 hours in advance when possible. All services available in our office are included in our plan. These items are subject to change.

The periodic fee will be billed at the first appointment and every month thereafter. The patient is entitled to leave the Practice at any time and be assigned a prorated final bill based upon the date of withdrawal from the Practice.

After-Hours Visits - There is no guarantee of after-hours availability. This Agreement is for ongoing primary care, not emergency or urgent care. Your Provider(s) will make reasonable efforts to see you as needed after hours if your Provider(s) is available.

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 Provider's panel of patients is full, or because the patient requires medical care not within the Provider's scope of services.

In-Office Testing and Procedures - The following testing is available in the office when clinically indicated: Blood Sugar, Urine Preg Test, Rapid Strep Test, and Urine Dips. We will



perform suture/staple removal and ear irrigation. These are typically available at no additional cost unless otherwise designated, and these are also subject to change.

Medications, Radiology, Laboratory Studies, Pathology Studies (most commonly Pap smears), and 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.

Gynecologic Services are covered by our membership plan, and include birth control counseling, well woman exams, and sexually transmitted infection screening and treatment.