



Haven Direct Primary Care

Patient Agreement

This Agreement is between Haven Direct Primary Care, LLC (the Practice, Us or We), and _____ (Patient, Member, They or You).

Background

The Practice, located at 3455 Briargate Blvd. Suite 201 Colorado Springs, Colorado 80920, provides medical care to its patients/members in a direct primary care practice model (DPC). In exchange for certain periodic fees (or Membership Fees), the Practice agrees to provide the Patient with the Services identified in this Agreement, under the terms and conditions described within.

Definitions

- **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.
- **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

- **Term.** This Agreement will last for one year, starting the date on which it is fully executed by the parties, before which no physician/patient relationship shall be contemplated or formed.
- **Renewal.** The Agreement will automatically renew each year on the anniversary date of the Agreement unless one party cancels the Agreement by giving the non-terminating party 30 days' written notice of non-renewal.
- **Termination.** Either party can terminate this Agreement at any time by giving 30 days' written notice to the other of intent to terminate.



- **Payments and Refunds – Amounts and Methods**
 - In exchange for the Services described in Appendix A, the Patient agrees to pay a periodic monthly fee (or Membership Fee) in the amount that appears in Appendix C, which is attached and incorporated by reference;
 - Upon Execution of this Agreement, the Patient shall pay the monthly Membership Fee, in the amount as described in Appendix C (which shall be prorated to the first of the month).
 - Thereafter, the Membership Fee shall be due on the first business day of every month.
 - The Parties agree that the required method of payment shall be via electronic payment through a debit or credit card or automatic bank draft.
- **Early Termination.** If You cancel this Agreement before its term ends, We settle your account and refund you any unearned Membership Fees.
- **Non-Participation in Insurance.** The Patient understands that the Practice does not participate in any health plans, HMO panels, or other private or governmental third-party payer health plans. Accordingly, are prohibited from submitting charges to, or seeking reimbursement from, any of the above for the Services we provide to You under this Agreement.
- **Medicare.** We cannot accept Medicare beneficiaries as Members because the law requires a physician to be opted-out of Medicare in order to privately contract with individuals who are Medicare eligible. The Practice is not opted-out of Medicare at this time, so may not enroll Medicare Patients. The Patient understands this and certifies that they are not Medicare beneficiaries or Medicare eligible. The Patient further agrees that should they become Medicare eligible during the term of this Agreement, they shall notify the Practice immediately, and this Agreement will be terminated upon eligibility. Any excess fees shall be refunded to the Patient, and the Practice will make every effort to provide the Patient with names and contacts for health care alternatives.
- **Medicaid.** The Practice does not bill or seek reimbursement from Medicaid. Patients who are Medicaid beneficiaries understand that they are joining the Practice under private contract. Therefore, the Patient is responsible for Membership fees and/or fees for any additional products or services which the Practice provides to you under this Agreement. Neither



the Practice nor the Patient may submit charges for such fees to Medicaid for reimbursement. Prescriptions, lab testing, imaging, etc., which are *not* personally provided by the Practice, may be submitted by the Patient to Medicaid for reimbursement consideration.

- **This Agreement Is Not Health Insurance.** The Patient understands and agrees that this Agreement is not an insurance plan or a substitute for health insurance, nor does it satisfy any federal requirement to obtain health care coverage. It does not include hospital services, emergency room treatment, or any services not personally provided by the Practice. This Agreement includes only those Services identified in Exhibit A. If a Service is not specifically listed in Appendix A, it is not included under this Agreement. The Patient has been advised to maintain a health insurance policy that will cover the healthcare services which are not included in this Agreement.
- **Communications.** While the Practice endeavors to provide Patients with the convenience of a wide variety of electronic communication options, We are careful to comply with confidentiality requirements and take seriously, Our duty to protect patient privacy. However, communications by email, facsimile, video chat, cell phone, texting, and other electronic means, can never be guaranteed to be 100% secure or confidential. You understand and agree that by initialing this lause where indicated or agreeing to participate 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 any of the above means of communication is not a condition of membership in this Practice and that you have the option to decline any particular method of communication.

_____ (Initial)
- **Email and Text Usage.** By providing an email address where requested in Appendix B, You authorize the Practice and its staff to communicate with You by email regarding the Patient's "protected health information" (PHI). Likewise, in providing a cell phone number where indicated in Appendix B and checking the "YES" box on the corresponding consent question, You agree to participate in text message communication containing PHI through the cell number provided. You further acknowledge that:
 - 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;



- Email and text messaging are not appropriate means of communication in an emergency, for dealing with time-sensitive issues, or for disclosing sensitive information. In an emergency or a situation which could reasonably be expected to develop into an emergency, You understand and agree to call 911 or go to the nearest emergency room and follow the directions of emergency personnel.
- **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 provider; (ii) power outages; (iii) failure of electronic messaging software or email provider; (iv) 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 which is unauthorized by the Practice; or (v) Patient's failure to comply with the guidelines for use of email or text messaging, as described in this Agreement.
- **Physician Absence.** From time to time, due to circumstances such as conferences, patient emergencies, physician illness, vacation, the physician may be temporarily unavailable. When the date/s of such absences are known in advance, the Practice shall notify the Patient so that they may schedule non-urgent care accordingly. In the event of unexpected physician absence, Patients with scheduled appointments shall be notified as soon as practicable, and appointments shall be rescheduled at the Patient's convenience. If during a physician absence, the Patient should experience an acute medical issue requiring immediate attention, the Patient should proceed to an urgent care or other suitable facility for care. Charges from urgent care facilities or any other outside provider are not included under this Agreement and are the Patient's responsibility. The Patient may submit such charges to the Patient's insurance or request that the outside provider do the same. We cannot guarantee insurance reimbursement.
- **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 care to every patient, 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, if 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:

- Member shall first discuss any complaints, concerns, or issues with their physician;
- The physician shall respond to each of the Member's issues and concerns;
- If, after such response, the Member remains dissatisfied, the parties shall enter into discussion and attempt to reach a mutually acceptable solution.
- **Monthly Fee and Service Offering Adjustments.** If the Practice finds it necessary to increase or adjust monthly fees or Service offerings before the termination of the Agreement, Practice shall give Patient 30 days' written notice of any modification. If the Patient does not consent to the modification, Patient shall terminate the Agreement in writing prior to the next scheduled monthly payment.
- **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 this Agreement to comply with the law.
- **Severability.** If any part of this Agreement is considered legally invalid or unenforceable by a court of competent jurisdiction, that part will be amended to the extent necessary to be enforceable. The remainder of the Agreement will stay in force as originally written.
- **Amendment.** Except as provided within, no amendment of this Agreement shall be binding unless it is in writing and signed by all the parties.
- **Assignment.** Neither this Agreement nor any rights arising under it, may be assigned or transferred to a third party without the mutual agreement of both Parties.
- **Legal Significance.** You acknowledge that this Agreement is a legal document and gives the parties certain rights and responsibilities. You also acknowledge that You are not suffering any medical emergency. You have had a reasonable time to seek legal advice regarding this Agreement and have either chosen not to do so or have done so and are satisfied with the terms and conditions of the Agreement.



- **Miscellaneous.** This Agreement shall be construed without regard to any rules requiring that it be construed against the party who drafted the Agreement. The captions in this Agreement are only for the sake of convenience and have no legal meaning.
- **Entire Agreement.** This Agreement contains the entire Agreement between the parties and replaces any earlier understandings and agreements, whether they are written or oral.
- **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.
- **Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Colorado. All disputes arising out of this Agreement shall be settled in a court of proper venue and jurisdiction for Colorado Springs, Colorado.
- **Notice.** All required written notices must be delivered either electronically, to the most recent email address provided by the party to be noticed, or by first-class U.S. mail to the Practice, at the address written above, and to the Patient at the address appearing in Appendix B.

For Haven Direct Primary Care, LLC:

By: Lisa Baron, MD

Signature

Date

For Patient:

Signature

Date

Printed Name



APPENDIX A

SERVICES

We are not a pain management practice, so do not normally prescribe opiates on an ongoing basis for chronic conditions, but shall gladly refer patients to pain management specialists on request as needed.

- **Medical Services.** Patient is entitled to the Medical Services and other amenities identified below, 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 and/or which are not personally provided by the Practice staff.* The following are included under this Agreement
- Acute and Non-acute Office Visits
- Sports Injuries
- Prevention Care
- Annual, personalized, in-depth, wellness examination and evaluation
- Care of Neuro-Diverse Patients (autism, etc.)
- Sports Physicals
- School Physicals
- DOT Physicals
- Well-Woman Care
- Well-Child Care
- Smoking Cessation
- Substance abuse counselling
- Nutritional counselling
- Blood Pressure Monitoring
- Chronic disease management (e.g. diabetes, high blood pressure, asthma)
- Urinalysis
- Rapid Strep Test
- Rapid Flu Test
- Removal of benign skin lesions/warts
- Toenail removal
- Simple aspiration/injection of joint
- Removal of Cerumen (ear wax)



- Simple Wound Repair and Sutures
- Abscess Incision and Drainage
- Splinting
- Two Home Visits per year. Additional visits at the reduced rate of \$40 per visit (when appropriate, at the sole discretion of the physician) *
- Medical Marijuana Card evaluations at the discounted rate of \$129
- Labs and testing will be offered at a discounted rate through select vendors.**
- The convenience of access to many commonly prescribed prescription medications at greatly reduced cash prices, dispensed on premises.

*Additional fee for Patients located more than 5 miles from the Practice

**Except where noted, Member is responsible for all fees associated with laboratory testing and specimen analysis.

- **Non-Medical, Personalized Services.** The Practice shall also provide Members with the following non-medical services and amenities:
 - After Hours Access. Members shall be provided with a phone number where, subject to the limitations of paragraph 15, they may reach their physician directly for guidance in regard to **urgent** concerns that arise **unexpectedly** after office hours. Video chat and text messaging may be utilized when the physician and Patient agree that it is appropriate.
 - Email Access. Members shall be given an email address to which *non-urgent* communications can be addressed. Neither email nor the internet should be used to access medical care in the event of an emergency, or any situation which could reasonably be expected to develop into an emergency. In such situations the Patient agrees to call 911 or the nearest emergency medical assistance provider and follow the directions of emergency medical personnel.
 - Limited or no waiting time. Normally, and subject to the limitations of paragraph 15, Members shall be seen by their Physician immediately upon arriving for a scheduled office visit or after only a minimal wait. If the



physician foresees a more than minimal wait time, the Patient shall be contacted, advised of the projected wait time, and given the option of rescheduling for a time convenient to the Patient.

- Same Day/Next Day Appointments. Subject to the limitations of paragraph 15, when a Member contacts the Practice prior to noon on a regular business day (Monday through Friday) to schedule an appointment for an urgent need, every reasonable effort shall be made to schedule the Patient for a same day appointment. In the event that a same-day appointment is not available, every reasonable effort shall be made to offer the Member an appointment on the very next regularly scheduled office day.
- Specialists Coordination. The physician shall coordinate Patients with their medical specialists, and if requested, provide suitable referrals to outside specialty care. The Patient understands that fees paid under this Agreement do not include or cover specialist's fees or charges from any medical professional other than the Practice staff. Patients may submit such charges to their health care plan for reimbursement consideration, but we cannot guarantee reimbursement and payment shall always remain the sole responsibility of the Patient.



APPENDIX B

PATIENT ENROLLMENT FORM

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 MEMBER(S), WHO BY SIGNING BELOW (OR AS PARENT OR LEGAL GUARDIAN), CERTIFY THAT THEY HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT:

Patient 1

Print Patient Name _____ Date of Birth _____

Street Address _____

City, State, Zip _____

Work Phone _____ Cell or Home Phone _____ Email _____

Agree to Text Communication: (check one below)

- Yes
- No

Signature: _____

Patient 2

Patient Name _____ Date of Birth _____

Work Phone _____ Cell or Home Phone _____ Email _____

Agree to Text Communication: (check one below)

- YES
- NO

Signature _____



MINORS TO WHOM THIS AGREEMENT APPLIES:

PRINT NAME _____

DATE OF BIRTH _____

PRINT NAME _____

DATE OF BIRTH _____

PRINT NAME _____

DATE OF BIRTH _____

PRINT NAME _____

DATE OF BIRTH _____

I AGREE TO TEXT MESSAGE COMMUNICATION IN REGARD TO THE ABOVE NAMED MINORS (CHECK ONE BELOW)

- YES
- NO

PARENT/GUARDIAN:

SIGNATURE: _____

PRINTED NAME: _____ DATE: _____

REALTIONSHIP TO MINOR: _____



APPENDIX C

FEE ITEMIZATION

Monthly Membership Fee

___ 0 to 17 years of age	\$ 29 per month	\$ _____
___ 18-39 years of age	\$ 69 per month	\$ _____
___ 39-64 years of age	\$ 79 per month	\$ _____

Total Monthly Membership Fee \$ _____

Re-Enrollment Fee

If Member should desire to rejoin the Practice after terminating the Agreement or allowing membership to lapse, Member shall be accepted back into the Practice on a space-available basis, subject to a re-enrollment fee.

Total Initial Payment

Prorated Monthly Membership Fees \$ _____