

DIRECT PRIMARY CARE PATIENT AGREEMENT

Direct Family Care of Northern Colorado, PLLC

This is an Agreement between Direct Family Care of Northern Colorado, PLLC **(Practice)**a Colorado LLC located at 126 W. Harvard Ste 1 Fort Collins Colorado Joy Magruder, MD **(Physician)** in her capacity as an agent of Direct Family Care of Northern Colorado and You **(Patient).**

​**Background**

The Physician practices family medicine and delivers care on behalf of Direct Family Care of Northern Colorado, PLLC in Fort Collins, CO. In exchange for certain fees paid by Patient, the Practice, through its Physician, 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 https://www.directfamilycareofnoco.com

**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 1. 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.

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.  Any and all disputed charges will be charged at least $20 min. If the disputed charge is more than $20 a 10% surcharge on top of the existing fee will be added. Patient will be notified 30 days in advance of any fee changes. If the Patient is cash pay only we require 3 months payment at time of service. If Patient stops payment or terminates agreement for any reason prior to the Third month of services at the Practice, the Practice will charge Patient a minimum of $200 and full retail price of all medications and labs rendered at Direct Family Care of Northern Colorado, PLLC.

4. **Non-Participation in Insurance**: Patient acknowledges that neither Practice nor the Physician participate in any health insurance or HMO plans. Patient acknowledges that federal regulations REQUIRE that Physician opt out of Medicare so that Medicare patients may be seen by the Practice pursuant to this private direct primary care contract. Neither 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. If 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. Due to Colorado law neither Practice nor Physician may care for people with Colorado state Medicaid.

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 the Practice or its Physician. Patient acknowledges that the Practice has advised that Patient obtain or keep in full force such health insurance policy(ies) or plans that will cover Patient for general health care costs. Patient acknowledges that THISAGREEMENT 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 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 and other methods such as “after hours” appointments when appropriate, but Physician cannot guarantee 24/7 availability.

6. **Disclaimer**: 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.  Patient may terminate the agreement with twenty-four hours prior notice, but 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 & Communication**:​ 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 Colorado and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Practice address in Fort Collins, Colorado.

**APPENDIX 1: DFC Periodic & Enrollment Fees and Services**

 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. Each 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.

**DFC Fee Schedule**:  Enrollment Fee​ - This is charged when Patient enrolls with Practice and is nonrefundable. If a patient discontinues membership and wishes to re-enroll in the practice we reserve the right to decline re-enrollment or to require a re-enrollment fee of $200.00.

**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. Enrollment fee is $ 60.00.   Monthly fee will be billed at full month price if membership begins before the 15th of the month, and ½ price if the 16th or after.

Monthly periodic fee thereafter is:

$30.00 for patients 20 years of age and under OR $15.00 for patients 20 years of age and under with an adult family member-patient of Direct Family Care,

$60 per month for patients ages 21-64

$80 per month for patients ages 65-89

$10 per month for patients 90+ (limited availability)

**There is only one enrollment fee due per family members residing in the same household in a given calendar year.**

Included 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​ - will be charged according to the low negotiated direct price plus 10%.

Medications​ - will be ordered in the most cost-effective manner possible for Patient. Medications dispensed in the office are made available to Patient at wholesale cost plus 10%. If Patient is cash pay we will not mail any medications until payment in full has been made.

Pathology​ - studies will be ordered in the most economical manner possible. Anticipated prices for these studies to be determined and will be on the website.

Surgery and Specialist Consults​ - will be ordered in the most cost-effective manner possible for Patient. We utilize a specialty consult service, “RubiconMD” when possible to save on Patient’s on healthcare costs.    Vaccinations​ are NOT offered in our office at this time. We will make an effort to help you obtain needed vaccinations at a low cost.

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.

**Additional Fees:**

Home visits: $50 per home visit within a 10 mile radius of our office. Outside this range is up to Dr McCabe Lentz exclusively.

Acceptance of Patients​ - We reserve 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 and Obstetric Services​ are NOT a part of our membership. Physician may visit Patient if requested by Patient or a representative if Patient is hospitalized but Physician will not write orders.

13. **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.

\_\_\_\_\_I am NOT Currently enrolled in the Colorado Medicaid program.          ​

\_\_\_\_\_I am enrolling (myself and my family if applicable) in Practice voluntarily.            ​

\_\_\_\_\_I understand that I am enrolling in a membership-based practice that will bill me monthly.              ​

\_\_\_\_\_In the event of a medical emergency, I agree to call 911 first.            ​

\_\_\_\_\_I understand Physician at Direct Family Care of Northern Colorado 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.              ​

\_\_\_\_\_I do NOT expect the practice to file or fight any third-party insurance claims on my behalf.             ​

\_\_\_\_\_This Agreement does not meet the individual insurance requirement of the Affordable Care Act.             ​

\_\_\_\_\_This Agreement is non-transferable.               ​

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

\_\_\_\_\_I understand failure to pay the membership fee will result in termination from Practice.

\_\_\_\_\_I understand that any and all disputed charges will be charged at least $20 min. If the disputed charge is more than $20 a 10% surcharge on top of the existing fee will be added.

\_\_\_\_\_I understand if I stop payment or terminate agreement for any reason prior to the 3rd month of services at the Practice I will be charged a minimum of $200 and full retail price of all medications and labs rendered at Direct Family Care of Northern Colorado, PLLC.

Patient Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Patient (or Guardian) Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physician Name \_\_\_\_\_\_\_\_\_\_\_Dr. Joy Magruder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physician Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_