



DIRECT PRIMARY CARE PATIENT AGREEMENT PURE FAMILY MEDICINE, PLLC

This is an Agreement between Pure Family Medicine, PLLC (**Practice**), a Colorado PLLC, located at 13402 W Coal Mine Ave, Suite 250 in Littleton Colorado, Rebecca Bub, DO (**Physician**) in her capacity as an agent of Pure Family Medicine, PLLC, and you (**Patient**).

Background

The Physician, practices family medicine, delivers care on behalf Practice in Littleton, CO. 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 <https://www.purefamilymedicine.com>.

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 1 and 2. The 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 and 2, attached. Enrollment fees, if applicable, are payable upon acceptance to the practice. 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 2, for services rendered to Patient up to the date of termination.

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 3, 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, is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry, and health insurance protections for consumers under Title 10 do not apply. This Agreement is for ongoing primary care, and the Patient may need to visit the emergency room, urgent care, or a specialist from time to time. Physician will make every effort to be available at all times via phone, email, or other methods when appropriate, but Physician cannot guarantee 24/7 availability.

6. Acceptance of Patients. Patients will be accepted into the practice after an initial meeting with the Physician if Physician agrees to undertake diagnosis and treatment of the Patient. 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 7 (Term), because the Physician's panel of patients is full (capped at 700 patients or fewer), or because the patient requires medical care not within the Physician's scope of services.

7. Term. This Agreement will commence on the date it is signed by both the Patient and Physician below and will extend monthly thereafter. Physician will sign this Agreement after Patient's initial meeting with Physician, and only after agreeing to undertake diagnosis and treatment of the Patient. 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 notice, but 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. If Patient chooses to terminate the agreement within the first three months, Patient will pay Practice an amount equal to the fair market value of services rendered to Patient by Practice during membership, minus membership fees paid by Patient to Practice during membership. 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 beginning 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 1 and 2 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 terminate a patient without cause as long as the termination is handled appropriately (without violating patient abandonment laws).

8. 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. 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. Patient acknowledges that all communications may become a part of Patient's permanent medical record. Patient understands and agrees that e-mail is not an appropriate means of communication in an emergency or for time sensitive problems. In an emergency, or a situation that Patient could reasonably expect to develop into an emergency, Patient understands and agrees to call 911 or the nearest emergency room, and follow the directions of emergency personnel.

9. Physician Availability. 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 be available to you as needed after hours. Neither Practice nor Physician will be liable for any loss, injury, or expense arising from a delay in responding to Patient. From time to time, due to vacations, illness, or personal emergency, Physician may be temporarily unavailable to provide the services referred to in this agreement. Practice will make every effort to provide Patient with a substitute provider providing coverage at Practice, however Patient acknowledges that this will not always be possible. In the event of Physician's absence during usual clinic hours, Patient will be given the name and telephone number of an appropriate provider for the Patient to contact. Any treatment rendered by a non-Practice substitute provider is not covered under this contract, but may be submitted to Patient's health plan.

10. 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.

11. 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.

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

13. Entire Agreement. This Agreement contains the entire agreement between the parties and replaces any earlier understandings and agreements whether they are written or oral.

14. 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 the Practice address in Littleton, CO.

15. 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 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 _____ Date: _____

Patient (or Guardian) Signature _____

Physician Name _____ Date: _____

Physician Signature _____

APPENDIX 1 - Pure Family Medicine, PLLC Periodic & Enrollment Fees

This Agreement is for ongoing primary care. This is 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 Physician within the Practice will make an appropriate determination about the scope of primary care services offered by the Physician. Examples of common conditions we treat, procedures we perform, and medications we prescribe are listed on our website and are subject to change.

Fee Schedule

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 re-enrollment fee reflect an amount equivalent to the months of absent payments when dis-enrolled from the Practice.

Your Enrollment fee is \$0 (during pre-enrollment phase only)

Monthly Periodic Fee (billed at the beginning of the service period) – This fee is for ongoing primary care services. Scheduled in person visits are available to you at no additional cost. Each scheduled in person visit over fifty visits will need to be approved by your Physician at the time of scheduling. 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 and dispensed medications, these are described in Appendix B. Many services available in our office are available at no additional cost to you. Items available at no additional cost will be listed on our website at purefamilymedicine.com and are subject to change.

Your Monthly Periodic Fee (checked)

_____ Patient age 27 and over - The monthly periodic fee is \$95 per month.

_____ Patient age 0 to 26 - The monthly periodic fee is \$65 per month.

_____ Patient is part of a Couples Membership – The total monthly periodic fee for all patients in the couples membership is \$175 per month. For purposes of this agreement, a couples membership is limited to two adults living in the same household.

_____ Patient is part of a Family Membership – The total monthly periodic fee for all patients in the family membership is \$275 per month. For purposes of this agreement, a family membership is limited to two adults and their children (up to the age of 26) living in the same household.

_____ Patient is part of a Single Parent Membership – The total monthly periodic fee for all patients in the family membership is \$195 per month. For purposes of this agreement, a family membership is limited to one adult and his/her children (up to the age of 26) living in the same household.

The periodic fee will be billed at the beginning of the month by automatic payment, through a debit card, credit card, or automatic bank transfer through our online member platform. The patient is entitled to leave the practice at any time and be assigned a prorated refund based upon the date of withdrawal from the practice minus any outstanding invoices.

Patient (or Guardian) Signature _____ Date: _____

Appendix 2 – Pure Family Medicine, PLLC Itemized Fees

Ongoing Primary Care is included with the Periodic Fee described in Appendix 1. There are no itemized fees for office visits. There may be some chronic diseases that are beyond the scope of primary care for which we will need to refer Patient to a specialist. These decisions will be made on an individual basis, in the best interest of Patient's health, and at the sole discretion of Physician.

In-Office Procedures 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.

Laboratory Studies will be drawn in the office or a separate diagnostic testing office at no additional charge and the Patient will be charged according to the direct price rate we have negotiated with the lab. Examples of common laboratory studies and their prices (subject to change) are listed on the practice website.

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

Pathology studies (most commonly skin biopsies and PAP smears) will be ordered in the most economical manner possible while adhering to high medical standards. Pathology services and any associated fees are separate from the Practice, and Patients will receive a bill directly from the pathology service. Any fees or disputes must be handled through the pathology service, and not through the Practice.

Radiology studies will be ordered in the most cost effective manner possible for the Patient, while adhering to high medical standards. Radiology services and any associated fees are separate from the Practice, and Patients will receive a bill directly from the radiology service. Any fees or disputes must be handled through the radiology service, and not through the Practice.

Surgery and specialist consults will be ordered in the most cost effective manner possible for the Patient, while adhering to high medical standards. These services and any associated fees are separate from the Practice, and Patients will receive a bill directly from the provider. Any fees or disputes must be handled through the provider's office, and not through the Practice.

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 hospitals we have elected NOT to obtain hospital admission privileges at this time.

Obstetric and Gynecologic Services are NOT covered by our membership plan, with the exception of specific procedures listed on the Practice website (subject to change).

Patient (or Guardian) Signature _____ Date: _____

Appendix 3 Pure Family Medicine, PLLC Medicare Patient Understandings

This agreement is between Pure Family Medicine, PLLC, and

Medicare Beneficiary: _____ With Medicare ID #: _____

Who resides at: _____

Patient is a Medicare Part B beneficiary seeking services covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997. The Practice has informed Beneficiary or his/her legal representative that Physicians at the Practice have opted out of the Medicare program. The Physicians in the Practice have not been excluded from participating in Medicare Part B under [1128] 1128, [1156] 1156, or [1892] 1892 of the Social Security Act.

Beneficiary or his/her legal representative agrees, understands and expressly acknowledges the following,

Initial each:

- _____ Beneficiary or his/her legal representative accepts full responsibility for payment of the physician's charge for all services furnished by the physician.
- _____ Beneficiary or his/her legal representative understands that Medicare limits do not apply to what the physician may charge for items or services furnished by the physician.
- _____ Beneficiary or his/her legal representative agrees not to submit a claim to Medicare or to ask the physician to submit a claim to Medicare.
- _____ Beneficiary or his/her legal representative understands that Medicare payment will not be made for any items or services furnished by the physician that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.
- _____ Beneficiary or his/her legal representative enters into this contract with the knowledge that he/she has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and the beneficiary is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other physicians or practitioners who have not opted out.
- _____ Beneficiary or his/her legal representative understands that Medi-Gap plans do not, and that other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.
- _____ Beneficiary or his/her legal representative acknowledges that the beneficiary is not currently in an emergency or urgent health care situation.
- _____ Beneficiary or his/her legal representative acknowledges that a copy of this contract has been made available to him.

Executed on (date): _____

By: _____ And: _____
Medicare Beneficiary or his/her legal representative On behalf of Pure Family Medicine, PLLC