THE FAMILY DOCTOR
Est. 2014
PRIMARY CARE & TRAVEL MEDICINE

# PATIENT AGREEMENT

## GENERAL & DEFINITIONS

- I acknowledge and understand that the person listed below is voluntarily becoming a Member of The Family Doctor, PLLC (hereinafter, The Family Doctor), and that this agreement is non-transferrable.
- I understand that membership refers to all services (including, but not limited to, healthcare and administrative tasks) that the Member may receive from The Family Doctor.
- I recognize that Paul Kartchner, MD, (hereinafter, Physician) is the owner and primary physician of The Family Doctor.
- I understand this agreement and all its terms shall apply to Dr. Kartchner, all employees, healthcare providers (including other physicians, nurse practitioners, and physician assistants) and representatives of The Family Doctor.
- I understand that at times other physicians or physician-extenders may provide care to the Member in Dr. Kartchner's absence or unavailability and they will be subject to these same terms and agreements.
- I understand these Terms & Agreements shall replace and make void any previous Member Terms & Agreement with The Family Doctor.
- I understand that I am entitled to a copy of this document should I request one.

## SCOPE OF PRACTICE & AVAILABILITY

- I understand that Dr. Kartchner and The Family Doctor provide a limited set of health care services in the specialty of Family Medicine and the Physician's ability to provide care may be limited by training, experience, equipment, supplies, outside facilities (i.e. hospitals) and other unforeseen situations.
- I understand that Dr. Kartchner has the ultimate right to decide what services The Family Doctor provides and that The Family Doctor may add or discontinue the services it provides at any time at the discretion of the Physician.
- I understand that Dr. Kartchner will attempt to schedule patients to be seen within 48 hours, excluding weekends, from the time an appointment is requested. I acknowledge that this availability cannot be guaranteed at all times.
- I acknowledge that I may require health care and related goods outside of The Family Doctor and that Dr. Kartchner may recommend outside care or services for some health issues.
- I recognize that Dr. Kartchner may be unavailable by phone or in-person at times due to vacations, illness, military service, technical malfunctions or other unforeseen situations.
- I understand that should Dr. Kartchner become unavailable, The Family Doctor will attempt to arrange alternative coverage with another health care provider but that this coverage cannot be guaranteed at all times.

## MEMBERSHIP FEES

- I understand that being a member of The Family Doctor requires payment of an ongoing, recurring membership fee and that the Member (or a sponsoring employee) must continue to pay membership fees to receive services and health care from The Family Doctor and Dr. Kartchner.
- I acknowledge that if under an employer-sponsored plan, the employer and the employee are entirely responsible for managing any payroll deductions that may be related to The Family Doctor and this membership.
- I understand that the Member will be provided a limited set of services at no charge, including basic communications with Dr. Kartchner and The Family Doctor, unlimited nurse and doctor visits at the clinic during listed business hours, some lab and diagnostic testing (including, but not limited to rapid strep test, urine dipstick analysis, urine pregnancy test), coordination of care and referrals to other providers, and medical equipment lease (including, but not limited to crutches, splints and slings).
- I understand that the services and goods included in the membership fee are at the full judgment and discretion of The Family Doctor and that these services and goods may change without notice.
- I acknowledge that if the Member's membership fees are 30 days past due from the date of billing, the Member's membership and services will be cancelled.
- I acknowledge that The Family Doctor may change the amount of the membership fee at any time in the future, but will notify me in writing by email, portal or other electronic means of any changes at least 30 days prior.
- I understand that membership fees are payable at the end of each renewal period, and are in payment for the services provided to Patient during the term of this Agreement, whether all services are utilized or not.
- I acknowledge that if joining as an individual (not sponsored by an employer), a registration fee is required upon joining The Family Doctor and that this payment is non-refundable.
- If joining as an individual (not sponsored by an employer), I understand that upon cancellation of this membership, I will be responsible for any unpaid membership fees calculated on a pro-rated basis from the date of cancellation. Any unpaid portion of the membership fee will be due within 30 days from the date of cancellation.
- If joining on an employer sponsored plan, I understand that any and all membership fees paid by my employer, or payroll deductions related to this membership, are non-refundable.

## SERVICES FEES & OUTSIDE CARE

- I understand that some Family Doctor services, including but not limited to after-hours visits (not during listed business hours), house calls, some labs, procedures, and medications, may require payment of an additional fee. These fees are subject to change without notice, but The Family Doctor will always disclose any charges prior to rendering service.
- I understand that I am entirely responsible for any charges the Member may incur related to health care services received outside of The Family Doctor, including but not limited to other physicians, emergency rooms, hospitalization, diagnostic testing, specialty services and prescription medications.
- I acknowledge that The Family Doctor will not reimburse me for any charges the member may incur for any outside care received or paid.

## INSURANCE, HEALTH PLANS, & MEDICARE

- I acknowledge and understand that The Family Doctor is NOT a health insurance plan, nor is it a substitute for health or worker's compensation insurance.
- I acknowledge that the Physician and The Family Doctor encourages, but does not require, all members to have some type of health insurance plan to help pay for health care services incurred outside of The Family Doctor.
- I acknowledge that The Family Doctor does NOT participate in, or accept payment from, any health insurance plan, including but not limited to Medicare, Medicare Advantage plans, Medicaid, AHCCCS, PPOs, HMOs, or Tricare.
- I understand that The Family Doctor cannot guarantee reimbursement for any Family Doctor services and resultant charges from any third-party health plans, including insurance plans and savings accounts (health savings or flexible spending).
- I acknowledge that if I elect to receive services (including but not limited to diagnostic tests, labs, other physicians, mediations) outside of The Family Doctor using a health insurance plan, including services that are ordered by the Physician or The Family Doctor, I assume full responsibility for properly submitting appropriate insurance information and to pay for any associated costs.

**CANCELLATION, LACK OF PAYMENT, REFUNDS, & RE-ENROLLMENT**

- I acknowledge that the Physician and I have an absolute and unconditional right to cancel this Agreement and Family Doctor membership at any time for any reason.
- I understand if memberships are unpaid 30 days after the scheduled payment or billing date, this membership may be cancelled and the Member will no longer be a member of The Family Doctor.
- I must provide The Family Doctor a written or verbal notice of cancellation and understand that membership fees will continue to be billed or auto-paid until The Family Doctor receives such notice.
- In addition, I understand that The Family Doctor may terminate this Agreement and this membership at the sole discretion of the Physician by providing me with written notice of cancellation.
- I understand that if this membership is cancelled by myself or The Family Doctor, I will still be responsible for any past-due balances owed, including membership fees or service fees.
- I acknowledge if a member re-joins The Family Doctor after a cancellation (actively or by lack of payment), he/she/they may be required to pay an additional Re-Enrollment fee in addition to other standard charges.

**COMMUNICATIONS, HIPAA, & PRIVACY**

- I understand that under the Health Insurance Portability & Accountability Act of 1996 (HIPAA) and its subsequent regulations I have certain rights to privacy regarding my "protected health information" (herein referred to as "PHI").
- I acknowledge that the Physician and The Family Doctor will keep the Member's PHI confidential and private.
- I understand that the Member's PHI can and will be used by The Family Doctor to (1) conduct, plan and direct medical treatments and follow-up among the multiple healthcare providers who may be involved in that treatment directly and indirectly, and (2) conduct normal healthcare operations such as quality assessments and physician certifications.
- I understand that any and all methods of correspondence may be used by the Physician and The Family Doctor to generate information for the member's medical records.
- I understand that The Family Doctor offers, but does not require, some forms of communication (including web-based un-encrypted email, text message, picture messaging, social media platforms, voice-mail, online video conferencing and fax services) in discussion of PHI that cannot reasonably be guaranteed to be fully secure.
- I acknowledge that The Family Doctor will only use the contact information (phone numbers, email addresses, user names, etc.) provided by me upon registration on the Patient Registration Form or in subsequent updates.
- I acknowledge that the Family Doctor advises the Member against using employer-owned or operated computers or email in communications with The Family Doctor and that The Family Doctor will not assume any responsibility or consequences created from use of employer-owned computers or email.
- I acknowledge that The Family Doctor recommends that members do NOT communicate health information about sensitive health topics (such as sexually related activities, HIV/AIDS or substance abuse issues) through unsecured (internet-based or otherwise) means.
- When using electronic methods (email, website, etc.) the Member should reasonably expect to hear a response within 72 hours during listed business hours. If the Member has not received a response, the Member should contact The Family Doctor by phone or another means of communication.
- I agree not to hold The Family Doctor or its Physician(s) liable or accountable for any loss, injury, damages, costs, or expenses which are sustained or the results of any technical failures with respect to email or electronic services including, but not limited to (1) technical failures attributable to any internet service provider, (2) power outages, failure of any electronic messaging software, or failure to properly address email messages, (3) failure of the Practice's computers or computer network, or faulty telephone or cable data transmission, (4), any interception of email communications by a third party, or (5) member's failure to comply with The Family Doctor's guidelines regarding use of electronic communications set forth in this agreement.
- I acknowledge that email and other forms of online communication are not an appropriate means to discuss any potentially urgent or emergency medical needs or other time-sensitive issues. I should call 911 or visit the nearest emergency room should I reasonably suspect a medical emergency.

I have read and consent to the Patient Agreement which is the official written contract between myself and The Family Doctor.

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| Name of Patient | Date |
| Signature of Patient/Guardian | Name of Guardian (if applicable) |