

Heartland Medicine Colville Clinic

“Terms of Service”



URGENT CARE terms of service: *If you are an urgent care patient, you will be paying a “fee for service” at the time of your visit. Heartland Medicine does NOT accept your insurance as payment, but CAN provide you with an itemized statement (via email or other means, at your request) that you may submit to your insurance company for payment. By clicking on “terms of service,” you are agreeing to pay for your urgent care visit and any additional charges such as sutures, medicines, procedures, etc. AT THE TIME OF YOUR VISIT. Your credit/debit card will be run before you leave the building.*

Direct Care Patient Member Contract

MEMBER terms of service: *Part of becoming a member at Heartland Medicine is to read this contract (step 1). As part of your member enrollment process on our EMR, AtlasMD (step 2), you will be instructed to mark the box for acceptance of the “terms of service,” which is this same contract. This legally binding “Direct Care Patient Contract” (“terms of service”) will automatically be saved to your patient chart.*

This is a contract entered into today’s date between Heartland Medicine Colville Clinic (clinic, us, or we) and you (patient or you).

Background:

The clinic is a direct pay primary care practice (DPC) which delivers primary care services through its physicians and midlevel providers (physician assistants and nurse practitioners) at 250 South Main Street in Colville, Washington. In exchange for certain fees, the clinic agrees to provide you with the services described in this contract on the terms and conditions contained in this contract.

Definitions:

1. Patient: In this contract, “patient” means the persons for whom the providers shall provide care, and who have signed this contract or are listed on the document attached as Appendix 1, which is a part of this contract.
2. Services: In this contract, “services” means the collection of services offered to you by us in this contract. These services are listed in Appendix 1, which is attached and is part of this contract.

Contract:

3. Term: this contract will last for one year, starting today.
4. Renewal: the contract will automatically renew each year on the anniversary date of the contract, unless either party cancels the contract by giving 30 days’ written cancellation notice.
5. Cancellation: regardless of anything written above, you always have the right to cancel this contract. Either party can end this contract at any time by giving the other party 30 days’ written notice. If you decide to renew this contract in the future, you will be required to pay for intervening months between cancellation and renewal up to a maximum of six months.

Acceptance of the “terms of service” constitutes the same as an initial for this item.

6. Payments and refunds: amount and methods. In exchange for the services (see Appendix 1), you agree to pay us a monthly fee in the amount that appears in Appendix 2, which is attached and is part of this contract.
 - a. This monthly fee is payable when you sign the contract and thereafter on whatever day of the month that you choose as part of your member enrollment.
 - b. The parties agree that the required method of monthly payment shall be by cash, check, or automatic payment, through a credit or debit card (including health savings account [HSA] cards), or direct transfer to the Heartland Medicine Colville Clinic business checking account.
 - c. If this contract is cancelled by either party before the contract ends, we will review and settle your account as follows:
 - i. We will refund to you the unused portion of your fees on a per diem basis **Acceptance of the “terms of service” constitutes the same as an initial for this item,** or
 - ii. If the value of the services you received over the term of the contract exceeds the amount you paid in membership fees, you shall reimburse the clinic in an amount equal to the difference between the value of the services received and the amount you paid in membership fees over the term of the contract. The parties agree that the value of the services is equal to the clinic’s usual and customary fee-for-service charges. A copy of these fees is available on request. **Acceptance of the “terms of service” constitutes the same as an initial for this item.**
7. Non-participation in insurance: Your initials on this clause of the contract acknowledges the patient’s understanding that neither the clinic nor its providers participate in any health insurance or HMO plans or panels at this facility. Neither the clinic nor its healthcare providers make any representations that the fees paid under this contract are covered by the patient’s health insurance or other third party payment plans. It is the patient’s responsibility to determine whether reimbursement is available from a private, non-governmental insurance plan or HSA and to submit any required billing to the patient’s insurance. **Acceptance of the “terms of service” constitutes the same as an initial for this item.**
8. Medicare: This contract acknowledges the patient’s understanding that the clinic is not covered by Medicare, and as a result, Medicare cannot be billed for any services performed for the patient by the health care provider. The patient agrees not to bill Medicare or attempt to obtain Medicare reimbursement for any such services. If the patient is eligible for Medicare, or becomes eligible during the term of this contract, then s/he will sign the Medicare Opt Out and Waiver Contract attached as Appendix 3 and incorporated by reference. The patient shall sign and renew the Medicare Opt Out and Waiver Contract every two years, as required by law. **Acceptance of the “terms of service” constitutes the same as an initial for this item.**
9. This is not health insurance. Your initials on this clause of the contract acknowledges your understanding that this contract is not an insurance plan or a substitute for health insurance. The patient understands that this contract does not replace any existing or future health insurance or health plan coverage that the patient may carry. The contract does not include hospital services, or any services not personally provided by the clinic or its employees. The patient acknowledges that the clinic has advised the patient to obtain or keep in full force health insurance that will cover the patient for healthcare not personally delivered by the clinic, and for hospitalizations and catastrophic events. **Acceptance of the “terms of service” constitutes the same as an initial for this item.**

10. Communications: The patient acknowledges that although the clinic shall comply with HIPAA privacy requirements, communications with the physician using email, facsimile, video chat, cell phone, texting or other forms of electronic communication can never be absolutely guaranteed to be secure or confidential methods of communications. Communication through the patient portal provides secure, HIPAA compliant communication at all times, and therefore is the recommended means of communication.
11. Change of law: If there is a change of any relevant law, regulation or rule, federal, state or local, which affects the terms of this contract, the parties agree to amend this contract to comply with the law.
12. Severability: If any part of this contract is considered legally invalid or unenforceable by a court of competent jurisdiction, that part will be amended to the extent necessary to be enforceable and the remainder of the contract will stay in force as originally written.
13. Reimbursement for services rendered: If this contract is held to be invalid for any reason, and the clinic is required to refund fees paid by you, you agree to pay the clinic an amount equal to the fair market value of the medical services you received during the time period for which the refunded fees were paid. **Acceptance of the "terms of service" constitutes the same as an initial for this item.**
14. Amendment: No amendment of this contract shall be binding on a party unless it is in writing and signed by all the parties, except for amendments made in compliance with section 11, above.
15. Assignment: This contract, and any rights you may have under it, may not be assigned or transferred by you.
16. Legal significance: You acknowledge that this contract is a legal document and gives the parties certain rights and responsibilities. You also acknowledge that you have had a reasonable time to seek legal advice regarding the contract and have either chosen not to do so or have done so and are satisfied with the terms and conditions of the contract.
17. Miscellaneous: This contract shall be construed without regard to any rules requiring that it be construed against the party who drafted the contract. The captions in this contract are only for the sake of convenience and have no legal meaning.
18. Entire contract: This contract contains the entire contract between the parties and replaces any earlier understandings and contracts whether they are written or oral.
19. No waiver: In order to allow for the flexibility of certain terms of the contract, each party agrees that they may choose to delay or not to enforce the other party's requirement or duty under this contract (for example, notice periods, payment terms, etc.). Doing so will not constitute a waiver of that duty or responsibility. The party will have the right to enforce such terms again at any time.
20. Jurisdiction: This contract shall be governed and construed under the laws of the State of Washington. All disputes arising out of this contract shall be settled in the court of proper venue and jurisdiction for the clinic in Colville, Washington.
21. Service: All written notices are deemed served if sent by first class U.S. mail to the address of the party written above.

Barry J. Bacon MD or Shelley A. Bacon

Acceptance of the "terms of service" constitutes the same as your signature.

Appendix 1 Services

1. Medical Services: Medical services under this contract are those medical services that the provider is permitted to perform under the laws of the State of Washington, are consistent with the provider's training and experience, are usual and customary for a family medicine provider to provide, and include the following:
 - Acute and non-acute office visits
 - Routine physicals (sports, non-COD driving, school, etc.)
 - Well woman care/pap smears
 - Well baby care
 - Well child care
 - Electrocardiogram (EKG)
 - Blood pressure monitoring
 - Diabetic monitoring
 - Peak flow testing
 - Breathing treatments (nebulizer or inhaler with spacer)
 - IUD placement and removal
 - Urinalysis
 - Rapid test for strep throat
 - Removal of benign skin lesions/lipomas/warts
 - Cryotherapy
 - Removal of cerumen (ear wax)
 - Toenail removal
 - Skin biopsies
 - Wound repair and sutures
 - Abscess incision and drainage
 - Basic vision/hearing screening
 - Drawing basic labs (draw fee will be charged). Labs and testing that cannot be performed in-house will be offered at a discounted rate through select vendors
 - The convenience of access to many common prescription medications at greatly reduced prices, dispensed on premises.

Patient is responsible for all fees associated with any laboratory testing and specimen analysis.

Prescription medications dispensed by the Heartland Medicine Colville Clinic Dispensary are subject to a charge of \$2 in addition to the wholesale price of the medication.

The patient is also entitled to a personalized, annual in-depth wellness evaluation that may include the following as deemed appropriate: detailed review of medical, family and social history and update of medical record; personalized health risk assessment utilizing current screening guidelines; preventative health counseling, which may include weight management, smoking cessation, behavior modification, stress management, etc.; customized wellness plan to include recommendations for immunization, additional screening tests/evaluations, fitness and dietary plans; complete physical examination and form completion as needed.

2. Non-medical, personalized services: the clinic shall also provide patient with the following non-medical services:

- a. After hours' access: the patient may have direct telephone access to the health care provider during posted office hours. The patient may leave a message at any time, during or after hours, and can expect a phone call within 24 hours. Patient is advised to call 911 for any medical emergencies.
- b. Communication protocol: Patient shall be given access to the providers through the means provided with our EMR (which include access through cell phone, email, and social media) and may expect a response by the next business day. Communication regarding changing or cancelling appointments can be directed to the clinic receptionist via phone. Patient agrees that in emergency situations, the patient shall call 911 or the nearest emergency medical assistance provider, and follow the directions of emergency medical personnel.
- c. No wait or minimal wait appointments: Reasonable effort shall be made to assure that patient is seen by the physician immediately upon arriving for a scheduled office visit or after only a minimal wait. If provider foresees more than a minimal wait time, patient shall be contacted and advised of the projected wait time.
- d. Same day/next day appointments: every reasonable effort will be made to accommodate urgent needs within 24 hours. If no online appointments are available, please phone the reception desk.
- e. Visitors: Family members temporarily visiting a patient from out of town who are not members of the DPC may be seen in the urgent care clinic.
- f. Specialists coordination: Clinic and provider shall coordinate with medical specialists to whom patient is referred to assist patient in obtaining specialty care. Patient understands that fees paid under this contract do not include and do not cover specialists' fees or fees due to any medical professional other than the clinic providers.

Appendix 2
Fee itemization

Age 0-2	\$50 per month with an enrollment of at least one adult
Ages 3-18	\$19 per month with an enrollment of at least one adult
Ages 19-49	\$50 per month
Ages 50-75	\$75 per month
Ages 76+	\$100 per month

Family rates are available as well. Please speak to the office management to determine if you qualify for a family rate.

Appendix 3

Medicare Opt Out and Waiver Contract

IF YOU ARE A MEDICARE RECIPIENT, please read the following appendix. If you are NOT a Medicare recipient, you are now finished reading the “terms of service” contract.

This contract is entered into by and between Heartland Medicine Colville Clinic, a Washington located corporation (L3C) incorporated in Wyoming, having its principal address at 250 South Main Street, Colville, WA 99114 and you, a beneficiary enrolled in Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997 (beneficiary). The provider has informed patient that provider has opted out of the Medicare program and is not excluded from participating in Medicare Part B under sections 1128, 1156, 1892 or any other section of the Social Security Act.

Introduction:

The Balanced Budget Act of 1997 allows physicians to “opt out” of Medicare and enter into private contracts with patients who are Medicare beneficiaries. In order to opt out, physicians are required to file an affidavit with each Medicare carrier that has jurisdiction over claims that they have filed (or that would have jurisdiction over claims had the physicians not opted out of Medicare). In essence, the physician must agree not to submit any Medicare claims nor receive any payment from Medicare for items or services provided to any Medicare beneficiary for two years.

This contract between beneficiary and physician is intended to be the contract physicians are required to have with Medicare beneficiaries when physicians opt-out of Medicare. This contract is limited to the financial contract between physician and beneficiary and is not intended to obligate either party to a specific course of duration of treatment.

Physician responsibilities:

1. Physician agrees to provide beneficiary such treatment as may be mutually agreed upon and at mutually agreed upon fees.
2. Physician agrees not to submit any claims under the Medicare program for any items or services, even if such items or services are otherwise covered by Medicare.
3. Physician agrees not to execute this contract at a time when beneficiary is facing an emergency or urgent healthcare situation.
4. Physician agrees to provide beneficiary with a signed copy of this document before items or services are furnished to beneficiary under its terms. Physician also agrees to retain a copy of this document for the duration of the opt out period.
5. Physician agrees to submit copies of this contract to the Centers for Medicare and Medicaid Services (CMS) upon the request of CMS.

Beneficiary Responsibilities:

1. Beneficiary agrees to pay for all items or services furnished by physician and understands that no reimbursement will be provide under the Medicare program for such items or services.
2. Beneficiary understands that no limits under the Medicare program apply to amounts that may be charged by physician for such items or services.
3. Beneficiary agrees that s/he is not currently in an emergency or urgent health situation.
4. Beneficiary agrees not to submit a claim to Medicare and not to ask physician to submit a claim to Medicare.

5. Beneficiary understands that Medicare payment will not be made for any items or services furnished by physician that otherwise would have been covered by Medicare if there were no private contract and a proper Medicare claim had been submitted.
6. Beneficiary understands that beneficiary has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and that beneficiary is not compelled to enter into private contracts that apply to other Medicare-covered items and services furnished by other physicians or practitioners who have not opted out of Medicare.
7. Beneficiary understands that Medigap plans (under section 1882 of the Social Security Act) do not, and other supplemental insurance plans may elect not to, make payments for such items and services not paid for by Medicare.
8. Beneficiary understands that CMS has the right to obtain copies of this contract upon request.
9. Beneficiary acknowledges that a copy of this contract has been made available to him/her.

Medicare Exclusion Status of Physician:

Beneficiary understands that physician has not been excluded from participation under the Medicare program under section 1128, 1156, 1892, or any other sections of the Social Security Act.

Duration of the contract:

This contract becomes effective today, and will continue in effect until one year from today. It will automatically renew after one year unless either party terminates the contract before that time. Either party may terminate treatment with reasonable notice to the other party, as provided in the contract. Notwithstanding this right to terminate treatment, both physician and beneficiary agree that the obligation not to pursue Medicare reimbursement for items and services provided under this contract will survive this contract.

Successors and Assigns:

The parties agree that this contract will be fully binding on their heirs, successors and assigns. Physician and beneficiary intend to be legally bound by this contract.

Acceptance of the “terms of service” constitutes the same as your signature.