

Patient Agreement Form

Patient Agreement Dr. Rob Lamberts, LLC

This is an Agreement entered into on _____, 20____, by and between Dr. Rob Lamberts, LLC, located at 119 Davis Road, Suite 4A, Martinez GA 30907 (**Dr. Rob Lamberts, LLC**) and _____ (**Patient**) who has a date of birth of _____. The details of this agreement apply to the patient and following household members*:

Name _____	Date of Birth: _____
Name _____	Date of Birth: _____
Name _____	Date of Birth: _____
Name _____	Date of Birth: _____
Name _____	Date of Birth: _____
Name _____	Date of Birth: _____
Name _____	Date of Birth: _____
Name _____	Date of Birth: _____

**Household member* is defined as a person who is *economically* dependent of the person signing this agreement and who lives at the same address for at least a portion of the year.

Background

The Clinicians, who specialize in primary care medicine, deliver care on behalf of Dr. Rob Lamberts, LLC, at the address set forth above. In exchange for certain fees paid by You, Dr. Rob Lamberts, LLC, through it's providers, agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

Definitions and Terms

1. Patient. A patient is defined as those persons for whom the provider 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 services, both medical and non-medical, and certain amenities (collectively "Services"), which are offered by Dr. Rob Lamberts, LLC, and set forth in Appendix 1.

3. Terms. The agreement shall commence on the date when agreement is signed by the parties below, and will be automatically renewed. During the initial three month period, Patient may not cancel membership without penalty.

4. Fees. In exchange for the services, described herein, Patient agrees to pay Dr. Rob Lamberts, LLC, the amount as set forth in Appendix 1, attached.

Initial Registration Fee: This fee is payable upon execution of the Agreement, and is payment for the patient to be regarded as a patient in the practice, as well as covering the first 30 days of care, upon which the patient will begin paying the monthly payment.

Monthly Payment: This fee is payment for the services provided to Patient during the term of this Agreement. Fees will be collected on the 1st or the 15th of each month, and

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patient may choose which date they prefer. Fees will be prorated for the portion of the first month (following that covered by the registration fee) joined until regular monthly billing begins. If this Agreement is cancelled by either party before the agreement termination date, then Dr. Rob Lamberts, LLC shall refund the Patient's prorated share of that month's payment remaining after deducting individual charges for services rendered to Patient up to cancellation.

5. Non-Participation In Insurance. Patient acknowledges that neither Dr. Rob Lamberts, LLC, nor other providers working in the practice participate in any health insurance or HMO plans or panels and has opted out of Medicare. Neither of the above make any representations whatsoever that any fees paid under this Agreement are covered by your health insurance or other third party payment plans applicable to the Patient. 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 2, and incorporated by reference. This agreement acknowledges your understanding that the providers have opted out of Medicare, and as a result, Medicare cannot be billed for any services performed for you by the providers. You agree not to bill Medicare or attempt Medicare reimbursement for any such services. Patient shall renew and sign the agreement in Appendix 2 yearly.

6. Insurance or Other Medical Coverage. Patient acknowledges and understands that this Agreement is not an insurance plan, and is 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 Dr. Rob Lamberts, LLC or its providers. Patient acknowledges that Dr. Rob Lamberts, LLC has advised that patient obtain and 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, and this Agreement is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry.

7. Term; Termination. This Agreement will commence on the date first written above and will extend monthly thereafter. Notwithstanding the above, both Patient and Dr. Rob Lamberts, LLC shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination, upon giving 30 days prior written notice to the other party. Unless previously terminated as set forth above, at the expiration of the initial three-month term (and each succeeding monthly term), the Agreement will automatically renew for successive monthly terms upon the payment of the monthly fee on the 1st or 15th of the contract month.

8. Communications. You acknowledge that communications with the providers using email, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. As such, You expressly waive the provider's obligation to guarantee confidentiality with respect to correspondence using such means of communication. You acknowledge that all such communications may become a part of your medical records.

By providing Patient's email address within the signature block of this Agreement, Patient authorizes Dr. Rob Lamberts, LLC and its providers and staff to communication with the Patient by email regarding patient's "protected health information" (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act: HIPPA of

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1996 and it's implementing regulations) by inserting Patient's email address in Exhibit 1, Patient acknowledges that:

- A. Email is not necessarily a secure medium for sending or receiving PHI and, there is always a possibility that a third party may gain access;
- B. Although the Providers and Staff will make all reasonable efforts to keep email communications confidential and secure, neither Dr. Rob Lamberts, LLC nor the Providers or Staff can assure or guarantee the absolute confidentiality of email communications;
- C. At the discretion of the Providers, email communications may be made a part of Patient's permanent medical record; and
- D. Patient understands and agrees that email is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information. **In the event of an emergency, or a situation that the Patient could reasonably expect to develop into an emergency, the Patient shall call 911 or the nearest Emergency room, and follow the directions of the emergency personnel.**

If Patient does not receive a response to an email message within one day, Patient agrees to use another means of communication to contact the provider. Neither Dr. Rob Lamberts, LLC nor the providers/staff will be liable to Patient for any loss, cost, injury, or expense caused by, or resulting from delay in responding to Patient as a result of technical failures, including, but not limited to: (i) technical failures attributable to any internet service provider, (ii) power outages, failure or any electronic messaging software, or failure to properly address email messages, (iii) 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, (v) your failure to comply with the guidelines regarding use of email communications set forth in this paragraph.

9. Change of Law. If there is a change of any law, regulation or rule, federal, state or local, which affects the Agreement including these Terms and Conditions, which are incorporated by reference in the Agreement, or the activities of either party under the Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights, obligations or operations associated with the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the agreement including these Terms and Conditions. If the parties are unable to reach an agreement concerning the modification of the Agreement within forty-five days after the date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.

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 rendered. If the Agreement is held to be invalid for any reason, and if Dr. Rob Lamberts, LLC is therefore required to refund all or any

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portion of the monthly fees paid by patient, Patient agrees to pay Dr. Rob Lamberts, LLC an amount equal to the reasonable value of the Services actually rendered to Patient during the period of time for which the refunded fees were paid.

12. Amendment. No amendment of the Agreement shall be binding on a party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, the providers may unilaterally amend this Agreement to the extent required by federal, state or local law or regulation (“applicable Law”) by sending You 30 days advance written notice of any such change. Any such changes are incorporated by reference into this Agreement without the need for signature by the parties and are effective as of the date established by Dr. Rob Lamberts, LLC, except that patient shall initial any such change at Dr. Rob Lamberts, LLC’s request. Moreover, if Applicable Law requires this agreement to contain provisions that are not expressly set forth in this Agreement, then, to the extent necessary, such provisions shall be incorporated by reference into this Agreement and shall be deemed a part of this Agreement as though they had been expressly set forth in this Agreement.

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

14. Legal Significance. Patient acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Patient also acknowledges having had a reasonable time to seek legal advice regarding the Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of the Agreement.

15. Miscellaneous. This Agreement shall be construed without regard to any presumptions or rules regarding construction against the party causing the instrument to be drafted. Captions in this Agreement are used for convenience only and shall not limit, broaden, or qualify the text.

16. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter of this Agreement.

17. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Georgia and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Dr. Rob Lamberts, LLC’s address in Martinez, Georgia.

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The parties have signed duplicate counterparts of the Agreement on the date first written above.

Dr. Rob Lamberts, LLC

By _____
Robert Lamberts, MD, Managing Member and Owner of Dr. Rob Lamberts, LLC

Patient Printed Name: _____

Patient Signature: _____

Patient Email address: _____

Date: _____

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Dr. Rob Lamberts, LLC

Appendix 1

Services and Payment Terms

1. In-Office Medical Services. As used in this Agreement, the term Medical Services shall be defined as those medical services that the Providers are permitted to perform under the laws of the State of Georgia and that are consistent with their training and experience as internal medicine and pediatric medicine providers.

Included in the monthly fee:

- In-office visits, including
 - Routine “wellness” visits
 - Acute care “sickness” visits
 - Problem management/follow-up visits
- In-office tests, including (at the minimum)
 - EKG
 - Spirometry
 - Pap smear/well-woman care
 - Hearing/Vision screening
- In-office procedures, including (at the minimum)
 - “Waived” Labwork, including
 - Strep screening
 - Influenza screening
 - Pregnancy test
 - RSV Test
 - Urinalysis
 - Lipid analysis
 - Hemoglobin level
 - Hemoglobin A1c
 - Urine protein screening in diabetes
 - “Liver Function” test screening
 - In-office drawing of labs not run in office to be sent out to the lab. These tests will be billed in two ways:
 - At the time of the draw, patient shall pay Dr. Rob Lamberts, LLC according to the discounted fee schedule agreed upon. Dr. Rob Lamberts, LLC will then pay the lab for these tests.
 - If the patient elects to not pay the practice at the time of the draw, they assume full responsibility to properly submit appropriate insurance information and to pay for the full cost of the lab tests.
- Patient will be given (at no additional charge) a summary of any visit information generated in an encounter, including the following:
 - In-Office lab or test results
 - Impression and plan
 - Care plan changes resulting from the visit
 - Results of procedures/tests done outside of the office as a result of the encounter.
 - Recommendations given by a consultant as a result of the encounter.

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Please note that all tests and procedures are done at the discretion of the clinician, not necessarily at the request of the patient.

Access to additional services (eg. Access to discounted prescription drugs dispensed on premises) may be added to the list of services covered by the fee, and will be offered to all patients, not only those who have signed an updated agreement.

Your provider may not be available to provide the services referred to above in paragraph 1 due to vacations, sick days and other similar situations. During such times, Patient's calls to the providers or provider's office will be directed to other covering providers.

2. Making Appointments – In-office care should be scheduled as an appointment. The patient will be able to schedule appointments as follows:

- Calling the office and requesting an appointment
- Requesting an appointment via secure online communication
- Directly scheduling and appointment as made available in patient portal.
- Visiting the office in person and requesting an appointment.

Appointment types are as follows:

- *No Wait or Minimal Wait Appointments:* Every effort shall be made to assure that Patient is seen by the providers immediately upon arriving for a scheduled office visit or after only a minimal wait. Patient understands that certain emergency situations may necessitate a longer wait time. If the Provider foresees a minimal wait time, patient shall be contacted and advised of the projected wait time.
- *Same Day/Next Day Appointments:* When Patient calls or emails the Providers/Office prior to noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule an appointment with the Providers on the same day. If the patient calls or emails the Providers/Office after noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule patient's appointment with the Providers on the following regular office day. In any event, however, Dr. Rob Lamberts, LLC shall make every reasonable effort to schedule an appointment for the Patient on the same day that the request is made.
- *Phone/Video Visits (when available)* – For prolonged phone conversation and/or video conferencing (when available), the office will require an appointment to assure availability and office efficiency.

Specialists: Patient understands that fees paid under this Agreement do not include and do not cover fees of specialists or any fees due to any other medical professionals/labs or imaging facilities. However, Dr. Rob Lamberts, LLC shall coordinate information and care of Patient with medical specialists to ensure continuity of care.

3. Remote Medical Services

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In addition to in-office medical services, the patients shall have access to medical services remotely. These services include:

- **Phone access** – The office staff will handle problems over the phone during office hours as is deemed medically appropriate. For problems requiring in-office visits, the information from the phone encounter will be used as appropriate.
- **Secure messaging** – Patient will have access to the office staff using secure messaging (either through patient portal or using other secure formats). This access may be adequate to provide medical care for problems, but may also require supplemental in-office information. Messages will be handled as quickly as possible, and the patient should resubmit any messages not answered within a business day of their submission. **Patient agrees that this is not the proper medium to handle emergency problems, as delays may occur due to technical and logistical problems.**
- **Other communication media** – Text messaging, sharing of photos or use of video conferencing will be made available as long as it can be done in a way that is both medically appropriate and can be done without risking patient security and confidentiality.
- **After-hours access** – In the event a patient needs to reach a physician after-hours, patient can access the physician (or staff) via:
 - Phone – an on-call physician will be available to give advice/direction, and will be accessed by calling the main office number (706-504-9321)
 - Secure Messaging – As is the case during office-hours, secure messages will be answered as quickly as possible, but may be delayed for technical or logistical reasons.
- **A note about non-secure communications** – The practice will put high priority on patient confidentiality and security of information. Should the patient choose to use non-secure communication with the practice (such as text messages or regular email), the patient will be aware of their non-secure nature and not hold the practice liable for resulting breaches of security or confidentiality.

4. Personalized Care Plan and Personal Health Record

Dr. Rob Lamberts, LLC will help create, maintain, and review a personal care plan and personal health record for the patient as part of the monthly payment.

Personal Care Plan will be initially done within a month of patient's enrollment, and will include:

- **A Care Plan Summary** – this will give a list of interventions (tests, procedures, and lifestyle changes) that should be done to maintain optimum health. This plan will be formulated as a cooperative effort between the physician and the patient, and its contents will be at the discretion of both.
- **A Past Care Summary** – this will list tests already done.
- **A Current Care Assessment** – this will list for the patient what is due at the present time as part of the plan.
- **A Future Care Plan** – this gives a schedule for what upcoming interventions are due and when they should be done.
- **Review of the care plan** – this plan will be reviewed by the practice at a minimum of once every 12 months. The communication of this review will be

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done in person, over the phone, via secure messaging, or be sent by mail as is appropriate.

Personal Health Record will also be created within a month of the patient's first enrollment as a patient in the practice. *This record will be the patient's responsibility to maintain*, but will be done with the aid of the physician and staff of the practice. This record will give the patient a summary of their medical information and a central location for medical facts to be stored. This record should contain the following information:

- Personal information
- Social/Lifestyle facts
- Contact Information
- Present Medical Problem List
- List of current medications and allergies
- List of past medical problems
- List of past surgeries and procedures
- List of most recent lab, test, and procedure results.

The personal health record will be available to the patient online, or (if the patient requests) will be given to the patient in printed form.

5. Terms:

- Patient acknowledges and understands they are a voluntary patient of Dr. Rob Lamberts, LLC and that this Agreement is non-transferable.
- Patient acknowledges they have reviewed the Agreement and have had the opportunity to ask questions and receive answers regarding its content.
- Patient acknowledges and understands that this Agreement **does not provide comprehensive health insurance coverage nor is it a contract of insurance** and that it provides only services provided by Dr. Rob Lamberts, LLC.
- Patient acknowledges and understands they are responsible for any charges incurred for health care services performed outside of Dr. Rob Lamberts, LLC including but not limited to emergency room, hospital and specialty services, extra labs and medications and that Dr. Rob Lamberts, LLC will not bill insurance carriers or Medicare for any medical services.
- Patient agrees to pay a registration fee of ____ and a monthly fee of ____ on or before the due date. These fees are calculated based on the following fee-schedule:
 - **Registration Fee** is \$50 for each household member under 50 years of age, and \$100 for members 50 or older. There is a \$200 family maximum for the registration fee.
 - **Monthly Fee** is based on the age of the family member at the start of the month. There is a \$150 Monthly Family maximum
 - **Under 3 Years of Age** - \$40 per month
 - **3 to 29 Years of Age** - \$30 per month
 - **30 to 49 Years of Age** - \$40 per month
 - **50 to 64 Years of Age** - \$50 per month
 - **65 and older** - \$60 per month.
 - **Full-time college students living out of town** - \$10 per month while enrolled in school.

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- Patient acknowledges and understands that Patient or Dr. Rob Lamberts, LLC may terminate this Agreement at any time and for any reason or for no reason by providing written notice to Dr. Rob Lamberts, LLC 30 days prior to cancellation.
- **Monthly fees will continue to be charged until written termination notice is received.**
- Patient acknowledges and understands that Dr. Rob Lamberts, LLC may add or discontinue services or may increase fee schedules at any time (but no more than twice per year), and that Dr. Rob Lamberts, LLC will give written notice of such fee schedule changes at least thirty (30) days before their enactment.
- In the event of membership termination, Patient understands that they must submit a written request to cancel. Any differences in payment between the billing date and the date of cancellation will be refunded to the Patient via the payment method chosen for the monthly care fee. Patient understands that if their account is overdue, they are responsible for resolving the outstanding balance prior to their service cancellation.
- Patient acknowledges and understands that if they are enrolled in Medicare they will receive a copy of the Medicare Opt-out Agreement for review and signature before their first appointment.
 - *The Opt-Out Agreement does not prevent the Patient from receiving current or future Medicare benefits from non-Dr. Rob Lamberts, LLC providers.
 - *Neither the Patient nor the Dr. Rob Lamberts, LLC Providers will seek reimbursement from Medicare for the medical services the Patient receives from Dr. Rob Lamberts, LLC.

Patient Signature

Dr. Robert Lamberts, MD
Dr. Rob Lamberts, LLC

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Dr. Rob Lamberts, LLC
Billing/Payment Authorization

Billing Frequency: Please circle either the 1st or 15th for your **monthly payment**

Option A: Credit Care or Debit Card

Name on Card: _____
Card Type (circle): Visa Master Card Discover Card
Card Number: _____
Expiration: _____
Security Code: _____
Billing Address: _____

Option B: Automatic Funds Transfer *(please attach a voided check to this form)*

Name on Account: _____
Bank Name: _____
Account Type(circle one): Checking Savings
Account Number: _____
Bank Routing Number: _____

Authorization:

Your monthly care fee covers the services described in the Dr. Rob Lamberts, LLC Services Guide and is outlined in the Patient Agreement. At times, however, your care may require durable medical supplies or third party services that are not covered by your monthly care fee. Please note that by providing the above billing information you authorize Dr. Rob Lamberts, LLC to automatically charge your card or draw on your bank account for your monthly fees and any incidental items at the time of service. In all cases, incidental items are charged at or near our cost and will be discussed with you in advance.

By signing below, I hereby authorize Dr. Rob Lamberts, LLC to contact me using the information I have provided above. By signing below, I hereby authorize Dr. Rob Lamberts, LLC to initiate charges to my credit card, debit card or bank account for my periodic membership fee and any incidental fees that I incur or have incurred on my account since my last billing date. I understand that the transaction amount is the total of my care fee plus the care fees of any individuals on my account.

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*This authorization to perform periodic charges to my credit card, debit card or bank account will remain in full force and effect until Dr. Rob Lamberts, LLC has received written notification from me of its termination in such time and in such manner as to afford Dr. Rob Lamberts, LLC and my financial institution a reasonable opportunity to act on it.

*I understand that my participation in Dr. Rob Lamberts, LLC is continuous and that, by signing below, I authorize recurring credit/debit charges.

*I understand that a \$25.00 fee will be charged to me for declined credit or debit card transactions not honored.

Account Holder Signature: _____

Start Date: _____

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Dr. Rob Lamberts, LLC

HIPAA Policy

I have reviewed this office's "Notice of Privacy Practices" which explains how my medical information will be used and disclosed. I understand that I am entitled to receive a copy of this document if I so request.

I have read and understand the HIPAA policy for Dr. Rob Lamberts, LLC.

Print Name

Signature

Date

Patient Contact Information

I understand that the office will at times need to get a hold of me during the day. I give permission to Dr. Rob Lamberts, LLC **TO LEAVE DETAILS** regarding my care, test results, billing, or appointment reminders on a voicemail at the following number(s) in this order:

1. _____ home work cell (circle one)

2. _____ home work cell (circle one)

3. _____ home work cell (circle one)

I authorize Dr. Rob Lamberts, LLC to *speak* with the following person(s) about my care:

Name: _____ Relationship: _____ Phone: _____

Name: _____ Relationship: _____ Phone: _____

Name: _____ Relationship: _____ Phone: _____

I understand that if I choose not to be contacted in one of these ways, I must prepare and present written notice to Dr. Rob Lamberts, LLC.

Print Name

Signature

Date