

ProPartners Healthcare, P.A.

Direct Primary Care Member Agreement

NOTICE: THIS MEDICAL RETAINER AGREEMENT DOES NOT CONSTITUTE INSURANCE, IS NOT A MEDICAL PLAN THAT PROVIDES HEALTH INSURANCE COVERAGE FOR PURPOSES OF THE FEDERAL PATIENT PROTECTION AND AFFORDABLE CARE ACT AND COVERS ONLY LIMITED, ROUTINE HEALTH CARE SERVICES AS DESIGNATED IN THE AGREEMENT.

This Agreement is entered into as of the date of its submission by and between PROPARTNERS HEALTHCARE, P.A. (PPHC), with principal offices located at 4501 College Blvd. Suite 300, Leawood, Kansas 66211 and Member named in the PPHC Member Enrollment Form.

Background

Through its' physician employees, PPHC delivers health care services at offices in Kansas and Missouri. In exchange for fees, PPHC agrees to provide Member with the Services described within this Agreement, on the terms and conditions set forth in this Agreement.

Definitions

1. **Member:** As used in this agreement, the individual named in the PPHC Member Enrollment Form.
2. **Member Enrollment Form:** As used in the Agreement, the online enrollment form accessible at www.propartnershealthcare.com or printed equivalent accompanying this Agreement as *PPHC Member Enrollment Form (Appendix D)*.
3. **Member Services:** As used in this Agreement, the package of health care and related services described in *Member Services / Membership Fee (Appendix A)*, which is attached to this Agreement, and incorporated by reference.
4. **Membership Fee:** As used in this Agreement, periodic payment made by Member or Employer (if sponsored membership) to PPHC for Member Services provided to Member.
5. **Physician:** As used in this agreement, a health care provider employed by PPHC to provide Member Services to Member.
6. **Ancillary Fees:** As used in this Agreement, fees other than Membership Fee charged for ancillary services provided by PPHC. These may include items such as laboratory charges, prescription medications, dietary supplements, medical equipment and supplies, shipping and/or handling fees associated with these services, and any diagnostic or treatment services that are not explicitly described in Appendix A of this agreement.
7. **Health Care Plan (HCP):** As used in this Agreement, any medical insurance or third party payment / reimbursement plan of which Member may be a subscriber or enrollee, designed to pay Member health care / medical expenses.
8. **Communications:** As used in this Agreement, the various means available for communication between Member and PPHC. Options include voice (cell or land-line phone), digital (e-mail, facsimile, or text messaging), and/or virtual (video chat or other "Skype" like services).

Acknowledgments

1. **Insurance:** Member acknowledges that PPHC and Physician are not participating providers with any HCP of which Member may be a subscriber or enrollee. Neither PPHC, nor Physician, will bill HCP of which Member may be a subscriber or enrollee, for Membership Fee or any Ancillary Fees.

Member further acknowledges that as a condition of entering into and maintaining this Agreement, Member will not seek reimbursement from any HCP for any fees paid to PPHC. If Member seeks reimbursement from any HCP for any fees due under the terms of this Agreement, this Agreement will

terminate immediately.

2. **Medicare:** MEMBER acknowledges and understands that PPHC and Physician have OPTED OUT OF MEDICARE. This means that Medicare cannot be billed for any services performed for Member by PPHC or Physician. Member agrees not to make any attempt to collect reimbursement from Medicare for any services provided by PPHC or Physician. If Member is eligible for Medicare, or during the term of this Agreement become eligible for Medicare, Member will be required to annually sign a Medicare opt-out agreement form.
3. **Medical Coverage:** Member acknowledges that this Agreement is not an insurance plan, and is not a substitute for a HCP. This agreement only applies to services specified in this Agreement AND personally provided by PPHC and/or Physician. Member acknowledges that PPHC has advised Member to obtain or keep in full force a HCP to cover Member for health care costs incurred outside of this Agreement. Member acknowledges that this Agreement is not a contract that provides health insurance and this Agreement is not intended to replace any existing or future HCP.
4. **Fees: Membership Fee** is due monthly unless prepaid according to terms described in *Member Services / Membership Fee (Appendix A)*. For individual and family Members, Membership Fee is based on age as illustrated in *Appendix A*. Ancillary Fees are due at the time of service, unless prepaid or sponsored by Member's Employer. Membership Fee is subject to change as described in section 10. *Amendment* of this Agreement. Failure to pay Membership Fee and Ancillary Fees by due dates may result in termination of membership and debt collection activity.
5. **Terms:** Unless otherwise specified, Agreement will commence on the date of submission of this Agreement and remain in effect for a minimum of 90 days. Member or PPHC shall have the absolute and unconditional right to terminate this Agreement after 90 days, without cause, upon 30 days prior written notice to the other party. Unless terminated as above, this Agreement will automatically renew on a monthly basis upon receipt of the periodic Membership Fee, which is due during the month in which services will be rendered. Fee shall be paid by pre-authorized credit/debit card. There is also a one-time enrollment/account set-up fee paid upon receipt of this Agreement.
6. **Communications:** Member authorizes PPHC to communicate with Member (or parent/legal guardian if Member is a minor) regarding Member's Personal Healthcare Information (PHI), as defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations. PPHC will make every reasonable effort to keep Communications confidential and secure. Member acknowledges that not all Communication options can be guaranteed to be confidential and secure. As such, Member expressly waives PPHC's obligation to ensure confidentiality with respect to Communications. Member additionally acknowledges:
 - a) If Member sends or receives Communications through an employer's communication system, these Communications may become the property of the employer, and available for employer's review.
 - b) At the discretion of PPHC, Communications may be made a part of Member's permanent medical record.
 - c) Member understands and agrees that not all communication options may be an appropriate means of communication regarding emergent medical care, time-sensitive issues, or for inquiries regarding sensitive information.
 - d) In the event of an emergency, or a situation in which the Member could reasonably expect to develop into an emergency, Member shall call 911, or proceed to the nearest hospital-based Emergency Department, and follow the directions of emergency personnel.
 - e) If Member attempts to communicate with PPHC either digitally or virtually, and has not received a response within two business days, Member agrees to use one of the voice options of

communication to contact PPHC. PPHC will not be liable to Member for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Member as a result of technical failures, including, but not limited to: technical failures attributable to any internet service provider; power outages; failure of any electronic messaging software; failure to properly address e-mail messages; failure of PPHC computers or computer network; faulty telephone or cable data transmission; any interception of Communications by a third party; and/or Member failure to comply with the guidelines set forth in this section.

7. **Change of Law:** If there is a change of any law, regulation or rule, federal, state or local, which affects this Agreement, any terms or conditions incorporated by reference in the Agreement, 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. If the parties are unable to reach an agreement concerning the modification of the Agreement within forty-five days after of date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.
8. **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.
9. **Reimbursement For Services Rendered:** If this Agreement is held to be invalid for any reason, and PPHC is required to refund all or any portion of the monthly Membership Fees or Ancillary Fees paid by Member or Employer, Member agrees to pay PPHC an amount equal to the reasonable value of the services actually rendered to Member during the period of time for which Fees are required to be refunded.
10. **Amendment:** PPHC may unilaterally amend this Agreement at any time by posting the amended terms/Agreement on www.propartnershealthcare.com. PPHC right to amend the Agreement includes the right to modify, add to, or remove terms in the Agreement. PPHC will provide Member 30 days' notice by posting the amended Agreement on www.propartnershealthcare.com and by notification via email and/or Web Portal. Member's continued access to Member Services constitutes your acceptance of the amended terms. Member may also be asked to acknowledge acceptance of Agreement amendments through an electronic click-through. This Agreement may not otherwise be amended except through mutual agreement by Member and PPHC. PPHC may also unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation (Applicable Law), by sending Member thirty days advance written notice of such change. 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.
11. **Assignment:** This Agreement, and any rights Member may have under it, may not be assigned or transferred by Member.
12. **Relationship of Parties:** Member, PPHC, and Physician intend and agree that Physician, in performing his duties under this Agreement, is an employee or independent contractor of PPHC as defined by the guidelines promulgated by the United States Internal Revenue Service and/or the United States Department of Labor.
13. **Legal Significance:** Member acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Member also acknowledges that Member has had a reasonable time to seek legal advice regarding this Agreement and has either chosen not to do so, or has done so and is satisfied with the terms and conditions of the Agreement.

14. **Miscellaneous:** This Agreement shall be construed without regard to any presumptions or rules requiring 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.
15. **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.
16. **Jurisdiction:** This Agreement shall be governed and construed under the laws of the State of Kansas.
17. **Arbitration.** All disputes arising out of this Agreement will be submitted to arbitration in the county in which PPHC is located, pursuant to the rules of the American Arbitration Association then in existence in the state in which PPHC is located. The decision in arbitration shall be conclusive and binding on the parties and may be reduced to judgment in any court of competent jurisdiction. The parties expressly waive their right to trial in any court.
18. **Service.** All written notices are deemed served if sent by first class U.S. mail to the addresses recorded below.

By completing and submitting the PPHC Member Enrollment Form, you have executed this Agreement as of the date of submission.

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Member Services / Membership Fee

Member Services provided for periodic fee:

- a. **24/7 Access:** PPHC is available 24/7 through a variety of Communication options (email, text, voice). Urgent or time sensitive communications should always be directed to PPHC via voice communications.
- b. **Physician Visits:** PPHC will make every reasonable effort to accommodate a Member's request for a same day or next day appointment. *(Remember, not all medical care requires an in-person office visit.)* Although they may vary, in general, excluding holidays, office hours are 8:00 AM to 4:30 PM, Monday through Friday. On any given day, or at any given time, your preferred physician may not be available; however, there will always be at least one physician in the office during office hours.
- c. **Laboratory Services:** Routine and Specialty laboratory testing is available to Member at PPHC "cost" and is to be paid at time of service by credit card on file unless Member presents an alternate payment method.
- d. **Surgical Procedures:** Limited only by Physician experience/training. *(Surgical Procedures & Diagnostic Testing, Appendix B)*
- e. **Diagnostic Testing:** Routine diagnostic procedures *(Surgical Procedures & Diagnostic Testing, Appendix B)*
- f. **Health Assessments:** Basic Assessments provided annually. Laboratory Services and any other services performed offsite in conjunction with Health Assessments are available to Member at PPHC "cost" and are to be paid at time of service unless pre-paid by Member or the responsibility of Employer. Some PPHC locations also offer Milestone Health Assessments (executive physicals) for an additional fee, also to be paid at time of service *(Appendix C)*
- g. **Web Portal:** PPHC will offer, via a web portal (or other similar service), confidential communications with PPHC, access to Member's personal medical records, lab results, and other diagnostic reports.
- h. **Reminders:** Text, Email, and/or Voice Mail reminders for appointments and follow-ups.
- i. **Additional Services:** During office hours, some PPHC locations may offer Milestone Health Assessments (executive physicals), treadmill exercise EKG, access to Registered Dietitian as well as additional health-related services. These services and any other services not explicitly described as Member Services *(Appendix B & C)* are available for additional fees.

The monthly **Membership Fee** for individual memberships is based on age at beginning of each month:

Member Age	Under 20	20s	30s	40s	50s	60s	≥ 70
Monthly Fee	\$30*	\$40	\$55	\$70	\$85	\$105	\$125

*Members under 18 years of age require participation of at least one parent or legal guardian.

Fee is due monthly during the month in which services will be rendered or may be pre-paid quarterly, semi-annually or annually at a discounted price. All fees paid are non-refundable. Fee shall be paid by pre-authorized credit card payment. There is a one-time enrollment/account set-up fee of \$60 for individuals or \$100 per family unit, which will be charged to Member's credit card upon receipt of this signed Agreement, unless membership is sponsored by Member's Employer.

Payment for Ancillary Fees (e.g., lab charges) is due at the time of service, and will be charged to Member's pre-authorized credit card, unless Member pays by another method at check-out at the time services are rendered OR if pre-paid OR unless Ancillary Fees are sponsored by Member's Employer.

Discounted Family Memberships are available and may include Member, spouse and all children. Family Membership Fee will be calculated on age-based fees above but limited to a maximum monthly Membership Fee of \$200 per family unit to include Member, spouse and all dependent children 17 years of age or younger. Children from 18 to 26 years of age may also be included and will incur additional charges, according to age-based fees above.

All-Inclusive Executive Memberships are available and include all of the above Member Services plus, 1) Milestone Health Assessment, 2) All routine blood tests deemed medically-necessary by your PPHC physician, 3) unrestricted access to PPHC staff Registered Dietitian, 4) flu shots, 5) tetanus shots, 6) in-office injections, 7) extended office visits, 8) enrollment fee waived. Executive Membership Fee is \$2,000 pre-paid annually and is non-refundable.

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Surgical Procedures & Diagnostic Testing

Surgical Procedures

Laceration Repair
Burn Debridement
Skin/Lesion Biopsy
Mole Removal/Excision
Treatment of Skin Warts
Cyst Excision
Splint/Cast Application (when appropriate)

Diagnostic Testing

Titmus Vision Testing
Audiometric Hearing Exam
Pulse Oximetry (Blood Oxygen Saturation)
Spirometry Lung Function Testing
Blood Glucose Testing
Electrocardiograms (EKG)
Fecal Occult Blood Testing
Urine Analysis

Treadmill Stress Testing (Exercise EKG)*

**Available at certain locations for an additional fee*

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Health Assessment Components

Basic Health Assessment

Physician Evaluation

Age Appropriate Routine Lab

CBC, CMP, UA, TSH, HgbA1c, CRP

≥ 40 Colon Cancer Screen, PSA, Testosterone (men)

PAP (women)

Milestone Health Assessment*

Physician Evaluation

Age Appropriate Routine Lab

CBC, CMP, UA, TSH, HgbA1c, CRP

≥ 40 may also include Colon Cancer Screen, PSA, Testosterone (men)

PAP (women)

Additional Lab

Omega-3 Index, Vitamin D, NMR Lipoprotein

Titmus Vision Testing

Audiometric Hearing Exam

Spirometry Lung Function Testing

Electrocardiograms (EKG)

Treadmill Stress Testing (Exercise EKG)

Educational Materials

Electronic Summary Report (via secure online patient portal)

Additional Screening Available at PPHC “cost”

Allergy Testing

STD Screening

Vitamin Analysis

*Available at certain locations for an additional fee

PPHC MEMBER ENROLLMENT FORM

Member Information

Last Name _____		First Name _____		MI _____
Date of Birth (MM/DD/YY) _____		Gender (Circle One): M F		
Email Address _____				
Mobile Phone (_____) _____		Secondary Phone (_____) _____		
(Circle One): Home Work				
Home Address _____				
City _____		State _____	ZIP Code _____	
Physician Selection (Circle One):				
Men:		Dr. Burns	Dr. Holbrook	Dr. Prato
Women/Children:		Dr. Prato		

Billing Information

_____	_____	_____
Credit Card #	Expiration Date (MM/YY)	(Security Code)

- There is a one-time **enrollment/account set-up fee** of \$60 per member or \$100 per family unit, which will be charged to Member's credit card upon receipt of this signed Agreement, unless membership is Pre-Paid Executive Membership or is sponsored by Member's Employer.
- **Periodic Membership Fee** shall be paid by pre-authorized credit card payment, beginning in the month in which services will be rendered and/or membership is effective, based on Member's age on payment date, unless membership is pre-paid or sponsored by Member's Employer.
- Payment for **Ancillary Fees** (e.g., lab charges, dietitian consultations, Milestone Health Assessments) is due at the time of service, and will be charged to Member's pre-authorized credit card, unless Member pays by another method at check-out at the time services are rendered OR unless Ancillary Fees included in Executive Membership or are sponsored by Member's Employer.

I have read and agree to the ProPartners Healthcare, P.A. Direct Primary Care Member Agreement.

Member Signature

Date