

RETAINER AGREEMENT FOR HEALTH CARE

1. **Parties.** Spencer Hardenbrook, M.D. (“Physician”) of 12176 South 1000 East, Draper, Utah, and _____ (“Patient”) hereby agree to the provision of Health Care (“Care”) by the Physician to the Patient as hereinafter set forth.

2. **Term.** Care shall begin on the date this Agreement is signed by both parties, and the retainer fee and registration fee(s) have been paid, and shall continue for no less than three (3) and no more than twelve (12) months, based on the payment made by Patient pursuant to paragraph 8(B)(i), which shall be deemed the initial term. Thereafter, this Agreement may be renewed for additional terms of one (1) to twelve (12) months in duration, by payment in advance, as provided in paragraph 8(B)(ii), unless terminated by Physician in accordance with the provisions of paragraph 8.

3. **Purpose.** The purpose of this Agreement is to define the relationship between Physician and Patient with regard to the provision of health care pursuant to a retainer fee.

4. **Definitions.** The following definitions apply to this Agreement.

- A. **Agreement.** This Retainer Agreement for Health Care.
- B. **Anniversary date.** The date on which the Agreement is signed by Physician and Patient, or the date on which the initial retainer fee is paid, whichever is later.
- C. **Health Care.** Medical care rendered by means of a retainer agreement whereby Physician provides such services and amenities to Patient as are agreed between the parties hereto. Any such care shall be provided on the basis of scientific evidence, sound medical judgment, relevant professional guidelines, and concern for economic prudence.
- D. **Office.** Physician’s physical office located at 12176 S. 100 East, Draper, UT
- E. **Registration fee.** The one-time fee required at the time the Agreement is signed, as provided in paragraph 7 hereof.
- F. **Retainer fee.** The fee agreed to between the parties, as set forth in paragraph 8 hereof, for the provision of Care provided by this Agreement.

5. **Licensure.** During the term of this Agreement, Physician shall maintain Family Practice Board Certification and up-to-date Utah Board of Medicine licensure as required by law. Physician shall also maintain current State and Federal DEA certificates.

6. **Services.** The following services shall be encompassed by this Agreement.

- A. **Location of care.** Care shall be provided at the Office. In exceptional circumstances, and at the discretion of Physician, care may be provided in Patient’s home, workplace, assisted living home or nursing home, if located in Salt Lake County. Physician does not provide care in any hospital.
- B. **Time for services.**
 - i. Monday through Friday, 8:00 a.m. to 8:00 p.m, Mountain time: Patient shall have direct and prompt access to Physician or, when Physician is providing medical services for other patients, Patient shall have prompt access to Physician through his medical assistant, who provides Physician with medical and administrative support.
 - ii. Saturday and Sunday (including holidays), 8:00 a.m. to 8:00 p.m., Mountain time: Direct access to Physician. When contact with Physician is initiated by voicemail, response time may be up to four (4) hours. When contact with Physician is initiated by e-mail, response time may be in excess of four (4) hours.
 - iii. 8:00 p.m. to 8:00 a.m. (after hours), Mountain time: Direct access to Physician. When contact with Physician is initiated by voicemail, response time may be up to ten (10) hours. When contact with Physician is initiated by e-mail, response may be the following day.
- C. **Contact information.**
 - i. Office telephone: (801) 572-3750
 - ii. Physician’s cell phone, call or text: (801) 706-3752
 - iii. Physician’s email: shardenbrook@outlook.com

D. Limited Availability/Unavailability. Physician and Patient agree that access to Physician will be limited as follows:

- i. Physician will be unavailable for direct access up to, but not exceeding, forty (40) non-holiday workdays (Monday through Friday) per calendar year. Patients will be notified, by e-mail or otherwise, in advance of Physician's unavailability on such workdays. During any such unavailability, Patients may leave messages on the Office telephone number. Physician's medical assistant will be available during a pre-arranged time each day to return any Physician direct messages, refill prescription medications, and review any lab and/or imaging studies with Patients.
- ii. In addition to the unavailability set forth in paragraph i above, Physician will be unavailable or will have limited availability for direct access up to, but not exceeding, thirteen (13) weekends (Friday at 5:00 p.m. to Monday at 8:00 a.m.) per calendar year. Patients will be notified, by e-mail or otherwise, in advance of Physician's unavailability or limited availability on such weekends.
- iii. At such times when Physician is unavailable as provided herein, Patient may have to seek care at an urgent care facility or Emergency Room, or with another physician. Patient shall be responsible for the fees for any such care and Physician shall not be liable to reimburse Patient therefor.

E. Primary care services. Office visits, in-office labs (e.g., strep test, urinalysis, pregnancy test, blood sugar, stool test for blood), comprehensive adult physical examinations (one (1) per year), well child examinations, D.O.T. physicals, freezing of warts and other skin lesions, adult tetanus and flu vaccinations, simple laceration repair, simple fracture splinting/casting, antibiotic injection, EKGs, spirometry, exercise treadmill tests, skin biopsy and lesion removal, Pap smear, IUD insertion/removal, Nexplanon insertion/removal, joint/muscle injections, simple abscess and cyst drainage, ear wax removal, nebulizer treatments for acute asthma, TB testing, removal of superficial foreign body, ingrown nail removal, and other primary care services customarily provided by board certified family practice physicians.

F. Primary care supplies. Surgical and orthopedic supplies customarily used in the course of treatment provided by a board certified family practice physician, e.g., wrist and ankle braces.

G. Ancillary services. Preparation of all necessary correspondence, forms, and other documents in relation to the health care provided by Physician, e.g., medical, insurance, legal; coordination of care with Patient's other medical and related providers on behalf of Patient.

H. Exclusions. Out-of-office laboratory testing (e.g., blood work, biopsy specimen studies), imaging (e.g., x-ray, ultrasound, CT, MRI), services to family members not covered by a retainer agreement with Physician, certain ancillary services (e.g., home health or hospice orders for Medicare patients) as may be limited by Patient's insurance policy, illnesses or injuries involving worker's compensation or labor and industries claims, and prescription and over-the-counter medications (some prescription medications are available for purchase at the office).

I. Physician shall not be liable for any failure to provide services hereunder in the event Physician is assisting another patient, or if Physician is out of town and unable to make contact due to a telecommunication or transportation failure, or due to other circumstances beyond the reasonable control of Physician.

7. **Registration Fees.**

A. Registration fee. A one-time registration fee shall be charged at the time the Agreement is signed by the parties in accordance with the following schedule:

- i. First Registration for individuals
under the age of 45 \$ 60.00
- ii. Second Registration for individuals
under the age of 45 \$ 150.00
- iii. First Registration for individuals
age 45 and older \$ 90.00
- iv. Second Registration for individuals
age 45 and older \$ 225.00

B. Refund of Registration Fee. After the Agreement has been in effect for one (1) full year, and provided all Retainer Fees have been paid, the first Registration Fee only shall be refunded.

- C. Family discount. If all family members sign up and pay on the same day, only one Registration Fee shall be charged, which fee shall be the highest fee applicable under paragraph 7(A) for any family member.

8. Retainer Fees.

- A. Retainer fee. The retainer fee shall be calculated in accordance with the following tier schedule and is payable in advance of the term. The retainer fee for the initial term shall be based on Patient's age at the time the Agreement is signed. Thereafter, the retainer fee shall be determined by Patient's age at the time the subsequent term begins.
- i. For children ages, 0 to 18: \$ 39.00 per month
 - ii. For adults, ages 19 to 35: \$ 74.00 per month
 - iii. For adults, ages 36 to 45: \$ 99.00 per month
 - iv. For adults, ages 46 to 64: \$ 124.00 per month
 - v. For adults, ages 65 and older: \$ 149.00 per month
- B. Family discount. If at least one (1) parent enters into an Agreement together with his/her children, the parent and first two (2) children under the age of 19 shall be charged the Retainer Fee set forth in paragraph 8(A). The third and fourth child under the age of 19 who enter into an Agreement at the same time shall be subject to a Retainer Fee of \$15.00 per month each. Any additional children under the age of 19 who enter into an Agreement at the same time shall not be charged a Retainer Fee. Once any child reaches the age of 19, his/her Retainer Fee shall be as set forth in paragraph 8(A).
- C. Method of payment.
- i. At the commencement of this Agreement, Patient shall make a payment of one (1) or twelve (12) months, pursuant to the schedule in paragraph 8(A), which payment shall determine the initial term of this Agreement. Such payment may be made by HSA card, credit card, debit card, or automatic debit from checking account
 - ii. This Agreement may be renewed after the initial term, as well as any subsequent term, unless terminated by Physician in accordance with the provisions of paragraph 9(C), by paying a retainer fee in accordance with the schedule set forth in paragraph 8(A) equal to any period from one (1) month to twelve (12) months, in advance. Payments may only be made by HSA card, credit card, debit card, or automatic debit from checking account
 - iii. Any payment by check or debit/credit card which is refused or dishonored by the bank shall be subject to a handling fee of \$10.00, at the discretion of Physician.
- D. Grace period. A grace period of seven (7) days is allowed for to renew this Agreement; PROVIDED, no health care shall be provided during the grace period. If payment for renewal is made during the grace period, the agreement shall be effective from the date payment is received through the next due date, based on the original anniversary date. If payment is not received during the grace period, the Agreement expires and care may only be reestablished in accordance with paragraph 8(E) hereof.
- E. Payment of fees following reestablishment of care. If Patient has voluntarily terminated this Agreement, or if this Agreement has terminated due to non-renewal, any subsequent Agreement for a term of three (3) to twelve (12) months may be instituted upon payment of the required retainer and registration fees. Such payment may be made by cash, credit card or debit card only. If Patient or Employer voluntarily terminates a Retainer Agreement for Health Care with Physician a second time, Patient will not be allowed to re-establish care with Physician.
- F. Fees subject to change. The monthly retainer fee schedule is subject to change at the end of each calendar year, which change shall be made known to Patient no less than sixty (60) days prior to the end of the calendar year.
- G. No insurance billing. Neither Patient nor Physician shall submit a bill to an insurer for the services provided under this Agreement.

9. Termination. This Agreement shall terminate as follows:

- A. Death of Patient or Physician. This Agreement shall terminate immediately upon the death of Patient or Physician. Physician shall provide a refund of all unearned direct fees

paid by Patient within thirty (30) days following termination pursuant to this provision.

- B. By Patient. Patient may terminate this Agreement by providing written notice to Physician. Physician requests, but does not require, one month's written notice of termination. Physician shall provide a refund of all unearned direct fees paid by Patient within thirty (30) days following receipt of written notice of termination from Patient.
- C. By Physician. One (1) month's written notice is required for termination by Physician, except that no prior notice is required if termination is for non-payment of any portion of the retainer fee when due or for the disclosure by Patient or Patient's family of Physician's contact information (other than the Office telephone number and address) to a person who has not also entered into a Retainer Agreement for Health Care with Physician. Physician shall provide a refund of all unearned direct fees paid by Patient within thirty (30) days following termination by Physician.

10. Disclaimers.

- A. Patient understands and acknowledges that Physician does not accept any form of insurance and that Physician does not participate in the Medicare or Medicaid programs. Thus, Physician shall not bill any insurance carrier, health care services corporation, hospital services corporation, Medicare or Medicaid for health care or supplies rendered to Patient under the terms of this Agreement.
- B. Physician and Patient understand and acknowledge that the provision of health care and supplies under this Agreement constitutes the establishment of a direct relationship between Patient and Physician without influence by guidelines, restrictions or contracts established by any health insurance company, health maintenance organizations, or hospital service organizations, or the Medicare or Medicaid (AHCCCS) programs.
- C. Physician and Patient understand and acknowledge that this Agreement does not provide health insurance coverage, including the minimal essential coverage required by applicable federal law. It provides only the services described herein. It is recommended that health care insurance be obtained to cover medical services not provided for under this direct primary care agreement.

11. Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or three (3) days after being deposited in the United States mail, registered or certified, postage prepaid, return receipt requested. If Patient wishes to send e-mail or text message communications to, and to receive e-mail or text message communications from, Physician and/or his staff, Patient understands that neither e-mail nor text messaging are a secure medium for sending or receiving potentially sensitive personal health information. Patient further acknowledges that his/her e-mails or text messages may become part of his/her medical record.

12. Modifications. This Agreement may not be modified except in a written document executed by all parties.

13. Integration. Any previous agreements, written or oral, between the parties hereto with respect to the provision of Care are merged into and superseded by this Agreement. The terms of this Agreement are the final and complete expression of the agreement between the parties.

14. Assignment, Transfer or Sale. This Agreement is not assignable or transferable by Patient. Further, this Agreement may not be sold by Physician to a group, employer or group of subscribers because it is an individual agreement between a primary care provider and a patient. However, Physician may sell or transfer this Agreement to another primary care provider, at his discretion, with prior written notice to Patient. Upon expiration, cancellation or termination of this Agreement, Physician shall facilitate the transfer of Patient's care to the provider of Patient's choice, upon the request of Patient.

15. Governing law. This Agreement shall be governed by the laws of the state of Utah.

16. Venue. The parties agree that venue for any action brought to enforce the terms of this Agreement or for any breach of this Agreement shall be Salt Lake County, state of Utah.

17. Attorney fees. In the event suit is brought to enforce the terms of this Agreement or for any breach of this Agreement, or to collect any monies due hereunder, the prevailing party shall be entitled to recover, in addition to any other remedy, reasonable attorney's fees and costs.

18. Severability. If any provision of this Agreement is held invalid or unenforceable by any court, the remaining provisions, to the extent consistent with the intent of the parties, will not be affected, but will continue in full force and effect.

DATED this ____ day of _____, 20__.

Signatures:

Physician _____

Patient _____

email address _____

Please list names and birthdates of all other family members to be included on the above plan:



AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

I (We) hereby authorize Spencer J. Hardenbrook, MD PC to initiate debit entries to my (our) Checking Account / Savings Account (select one) indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same to such account. I (We) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of United States law.

Bank Name: _____

City: _____ State: _____ Zip: _____

Routing Number: _____

Account Number: _____

This authorization is to remain in full force and effect until Hidden Valley Family Medicine has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the member and Hidden Valley Family Medicine a reasonable opportunity to act on it. Termination will occur within 30 days of Hidden Valley family Medicine receiving written notification.

Name: _____

Signature: _____

Spencer J. Hadenbrook, MD
Hidden Valley Family Medicine
12176 S 1000 E
Draper, UT 84020
(801) 572-3750

