



LOCAL ROOTS HEALTH CARE  
LOWER VILLAGE, KENNEBUNK

## **LOCAL ROOTS HEALTH CARE, PLLC DIRECT PRIMARY CARE PATIENT AGREEMENT**

This is an Agreement between LOCAL ROOTS HEALTH CARE, PLLC (“**Practice**”), a Maine professional limited liability company and you, the patient (“**Patient**”).

### **Background**

The Practice employs health care providers (“**Providers**”), who provide primary care medical and health services on behalf of the Practice.

In exchange for certain fees paid by Patient, the Practice, through its Providers, agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement. The practice website is [www.localrootshealthcare.com](http://www.localrootshealthcare.com).

**1. Patient.** A patient is defined as those persons for whom the Providers shall provide Services, and who agree to be bound by the terms of this agreement. A parent or legal guardian can accept this agreement on behalf of minors in their care.

**2. Services.** As used in this Agreement, the term “Services” shall mean a package of ongoing primary care services, both medical and non-medical, and certain amenities, which are offered by Practice, and set forth in Appendix 1. The Patient will be provided with methods to contact Provider via phone, email, and other methods of electronic communication. Provider will make every effort to address the needs of the Patient in a timely manner, but cannot guarantee availability, and cannot guarantee that the patient will not need to seek treatment in the urgent care or emergency department setting, which are not covered by this Agreement.

**3. Fees.** In exchange for the services described herein, Patient agrees to pay Practice at the time of visit for single visit charges as quoted by the provider, or the amount as set forth in Appendix 1, attached. If this Agreement is terminated by either party before the end of an applicable monthly period, then the Practice shall seek only partial payment for the final month of service based on the number of days of membership provided to the patient and the itemized charges, set forth in Appendix 1, for services rendered to Patient up to the date of termination. Fees are subject to change in the future, but Patient will be provided ninety (90) days’ notice prior to any fee change taking effect.

**4. Non-Participation in Insurance.** Patient acknowledges that neither Practice, nor the Providers participate in any health insurance or HMO plans. Neither the Practice nor Providers make any

representations regarding third party insurance reimbursement of fees paid under this Agreement. The Patient shall retain full and complete responsibility for any such determination.

**5. Insurance or Other Medical Coverage.** Patient acknowledges and understands that this Agreement is not an insurance plan, and 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 Practice, or its Providers. Patient acknowledges that Practice has advised that patient obtain or 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, in isolation does NOT meet the insurance requirements of the Affordable Care Act, and is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry. This Agreement is for ongoing primary care, and the Patient may need to visit the emergency room or urgent care from time to time. Provider will make every effort to be reasonably available via phone, email, other methods such as “after hours” appointments when appropriate, but Provider cannot guarantee 24/7 availability.

**6. Term.** This Agreement will commence on the date it is accepted by Patient and will extend monthly thereafter. Notwithstanding the above, both Patient and Practice shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination. The Patient may terminate the agreement with twenty-four hours prior notice, but the Practice shall give thirty days prior written notice to the Patient and shall provide the patient with a list of other Practices in the community in a manner consistent with local patient abandonment laws. Unless previously terminated as set forth above, at the expiration of the initial one-month term (and each succeeding monthly term), the Agreement will automatically renew for successive monthly terms upon the payment of the monthly fee at the end of the contract month. Examples of reasons the Practice may wish to terminate the agreement with the Patient may include but are not limited to:

- a. The Patient fails to pay applicable fees owed pursuant to Appendix 1 of this Agreement;
- b. The Patient has performed an act that constitutes fraud;
- c. The Patient repeatedly fails to adhere to the recommended treatment plan, especially regarding the use of controlled substances;
- d. The Patient is abusive, or presents an emotional or physical danger to the staff or other patients of Practice;
- e. Practice discontinues operation or no longer provides the medical services required by Patient; and
- f. Practice has a right to determine whom to accept as a patient, just as a patient has the right to choose their provider. Practice may also terminate a patient without cause as long as the termination is handled appropriately (without violating patient abandonment laws).

**7. Privacy & Communications.** You acknowledge that communications with the Providers using e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. The Practice will make an effort to secure all communications via passwords and other protective means as recommended by standard HIPAA regulations and practices. The Practice will make an effort to promote the utilization of the most secure methods of communication, such as software platforms with data encryption, HIPAA familiarity, and a willingness to sign HIPAA Business Associate Agreements. This may mean that conversations over certain communication platforms are highlighted as preferable based on higher levels of data encryption, but many communication platforms, including email, may be made

available to the patient. If the Patient initiates a conversation in which the Patient discloses “Protected Health Information (PHI)” on one or more of these communication platforms then the Patient has authorized the Practice to communicate with the Patient regarding PHI in the same format. Any communication of confidential information via the Practice website is subject to the terms of the Privacy Policy published on the website.

**8. Severability.** If for any reason any provision of this Agreement shall be deemed legally invalid or unenforceable by a court of competent jurisdiction, 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 if Agreement is Invalidated.** If this Agreement is held to be invalid for any reason, and if Practice is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay Practice an amount equal to the fair market value of the Services actually rendered to Patient during the period of time for which the refunded fees were paid.

**10. Acceptance of Patients.** We reserve the right to accept or decline patients based upon our capability to appropriately handle the patient’s primary care needs. We may decline new patients pursuant to the guidelines proffered in Section 6 (Term), because the Provider’s panel of patients is full (capped at 800 patients or fewer), or because the patient requires medical care not within the Provider’s scope of services.

**10. Assignment.** This Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient.

**11. Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Maine and all disputes arising out of this Agreement shall be settled by binding arbitration in the State of Maine according to the Consumer Arbitration Rules of the American Arbitration Association. The decision of the Arbitrator shall be final and may be enforced by any court of competent jurisdiction in the State of Maine. The prevailing party shall be awarded its costs and reasonable attorneys fees.

## **12. Patient Understandings.**

This Agreement is for ongoing primary care and is NOT a medical insurance agreement.  
I do NOT have an emergent medical problem at this time.  
In the event of a medical emergency, I agree to call 911 first.

I do NOT expect the practice to file or fight any third-party insurance claims on my behalf.  
I do NOT expect the practice to prescribe chronic controlled substances on my behalf. (These include commonly abused opioid medications, benzodiazepines, and stimulants.)

In the event I have a complaint about the Practice I will first notify the Practice directly.  
This Agreement (without a “wrap around” compliant insurance policy) does not meet the individual insurance requirement of the Affordable Care Act.

This Agreement is non-transferable by Patient. The Practice may assign this Agreement in the event of sale, merger or acquisition of the Practice upon ninety (90) day notice to the Patient, subject to the Patient's right to terminate the Agreement.

I am enrolling myself (and my family if applicable) in the practice voluntarily. I have received a copy of this document.

Patient Name: \_\_\_\_\_

Patient Signature: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX 1**

### **Local Roots Health Care Periodic Fees and Services**

This Agreement is for ongoing primary care. This Agreement is NOT HEALTH INSURANCE and is NOT A HEALTH MAINTENANCE ORGANIZATION. The Patient may need to use the care of specialists, emergency rooms, and urgent care centers that are outside the scope of this Agreement. Each Provider within the Practice will make an appropriate determination about the scope of primary care services offered by the Provider. Examples of common conditions we treat, procedures we perform, and medications we prescribe are listed on our website and are subject to change.

Monthly Periodic Fee (auto-debited by credit card or ACH at the beginning of the service period, unless otherwise agreed by Practice)

This fee is for ongoing primary care services. There is no cap for the number of in-office visits or virtual visits (e-mail, electronic, phone). We prefer that you schedule visits more than 24 hours in advance when possible.

The monthly periodic fee is \$79.00 per month for individuals ages 26 and up, and \$29.00 per month for individuals ages 0 through 26 (due at the end of the month of service). Fees are subject to change in the future, but Patient will be provided ninety (90) days' notice prior to any fee change taking effect.

The periodic fee will be auto-debited by credit card or ACH from your bank account at the beginning of the month (unless otherwise agreed by Practice) when the ongoing primary care has been provided. The Patient is entitled to leave the practice at any time and be assigned a prorated final bill based upon the date of withdrawal from the practice.

Re-Enrollment Fee. If a Patient cancels their monthly membership with Practice, and later wishes to re-enroll as a Patient, a re-enrollment fee of \$100 will be assessed.

After-Hours Visits. There is no guarantee of after-hours availability. This agreement is for ongoing primary care, not emergency or urgent care. Your provider will make reasonable efforts to see you as needed after hours if your provider is available.

Ongoing Primary Care is included with the Periodic Fee described herein. Please see a list of some of the chronic conditions we routinely treat on the Practice website (subject to change). There are no itemized fees for office visits.

In-Office Procedures we are generally comfortable performing are listed on the Practice website. These are typically available at no additional cost unless otherwise designated, and these are also subject to change.

#### **Ancillary Services**

Some ancillary services will be passed through "at cost" (no markup by us). Examples of these ancillary services include laboratory testing. These are described below. Many services available in

our office (such as EKGs) are available at no additional cost to you. Items available at no additional cost will be listed on our website and are subject to change.

Medications. We may maintain a limited supply of commonly prescribed and over-the-counter (OTC) medications. Certain medications may be made available at no or "at cost" to you as provider sample or by provider dispensing. If a medication is not stocked at this clinic, every effort will be made to prescribe the most cost-effective appropriate medication.

Laboratory Studies will be charged according to the direct price rate we have negotiated with the lab. An example of common laboratory studies and their prices (subject to change) are listed on the practice website.

Pathology studies will be ordered in the most economical manner possible. Anticipated prices for these studies (subject to change) are listed on the Practice website.

Radiology studies will be ordered in the most cost-effective manner possible for the Patient. Local Roots Health care does not have radiological equipment, and therefore will place outpatient imaging orders or recommend emergency room evaluation as medically appropriate.

Surgery and specialist consults will be ordered in the most cost-effective manner possible for the Patient. Patient will be responsible for costs incurred for these services. The Practice strongly encourages Patient to maintain a high health insurance policy to cover these costs, should they arise.

Limited routine vaccinations are offered in our office. We will make an effort to help you obtain needed vaccinations elsewhere in the most cost-effective manner possible.

Hospital Services are NOT covered by our membership plan, and due to mandatory "on call" duties required at local institutions we have elected NOT to obtain formal hospital admission privileges at this time.

Obstetric and Gynecologic Services are NOT covered by our membership plan. In the future we may begin to offer some of these outpatient services in our office, but due to our small size we are unable to offer these services at this time.