

DIRECT PRIMARY CARE AGREEMENT FOR INDIVIDUALS AND FAMILIES



DIRECT PRIMARY CARE

We commend your decision to become a patient of Perpetual Health Direct Primary Care (or P-Care for short). Your P-Care physician and his/her staff are committed to helping you achieve your wellness and/or disease management goals.

Patients are required to sign this agreement to secure services for a continuous 12-month period (“one year”) and pay an annual subscription fee, which can be conveniently paid on a monthly basis. Fees are paid to P-Care’s management and administration firm, Perpetual Health Management, LLC (PHM), a Louisiana corporation. This agreement is between you and PHM on behalf of your P-Care provider. Patients may enroll for P-Care online at www.DirectPCare.com. Electronic enrollments and fee collection are securely handled by Hint software. (Patients must also sign the P-Care Electronic Communications Policy. Please feel free to discuss these documents with an advisor if you prefer.)

Background

The P-Care system delivers primary care services, which may be personally provided your P-Care physician and by professional staff under his/her supervision and direction. As used in this agreement, the term P-Care services, shall mean a package of standard primary care services, both medical and non-medical, and certain amenities (collectively “Services”), which are offered by a P-Care provider for a set fee. This set of services is branded as Perpetual Health Direct Primary Care (“P-Care”).

Terms and Conditions.

1. P-Care is expressly not health care insurance. Insurance claims will not be accepted or filed for any P-Care services.
2. This agreement is for a period of one continuous 12-month period (“one year”).
3. Services will begin on the start date indicated by patient in the electronic enrollment system.
4. Individual services are available to single adults. Family Services include lawfully recognized unions (marriage) of two adults and their children and/or dependents for which they are legally responsible plus eligible individuals in the household up to age 25.
5. Services terminate under any of these conditions: (1) failure of patient to pay subscription fees; (2) by patient with 30 days’ written notice to PHM; (3) at the discretion of patient’s P-Care physician; and (4) inability of a P-Care provider to continue to provide P-Care services.
6. Unless terminated, membership shall automatically renew for successive 12-month periods upon the expiration of the initial 12-month term.
7. If terminated, re-enrollment will incur a fee of \$250 payable to PHM prior to re-enrollment.

Fees.

1. Fees are charged in exchange for a P-Care physician being able to provide and providing P-Care Services.
2. Payment of fees shall represent total amount due for all P-Care services provided by P-care provider.

3. Patient agrees to pay fees electronically through the P-Care Member Portal (Hint) unless otherwise permitted by PHM.
4. Fee may be paid by P-Care patients or on his/her behalf by a third party.

Termination of Agreement by Patient.

1. Agreement may be terminated by patient at any time upon 30 days’ written notice (first class USPS) to PHM at P. O. Box 84277, Baton Rouge, LA 70884-4277.
2. If Agreement is terminated, patient may be reimbursed any pre-paid fees.
3. If patient wishes to re-enroll, he/she will be charged a re-enrollment fee of \$250 per event.

Termination of Agreement by P-Care Physician.

1. Your P-Care physician is eager to work together with his/her patients to offers opportunities to significantly improve the patient's quality of life and health status. However there are certain rare circumstances where a meaningful doctor-patient relationship cannot be successfully managed by the physician. In those instances, a patient could fit into a termination criterion. Therefore—as with any other medical practice model—a P-Care provider shall have absolute and unconditional right to terminate Agreement with patient, without the showing of cause for termination, upon giving 30 days’ prior written notice to patient.
2. If terminated, there is no guarantee of re-enrollment for P-Care services by any other P-Care physician.

Important Disclaimers. This agreement does not provide comprehensive health insurance coverage; it provides only the health care services specifically described. Furthermore P-Care providers will not bill health insurance providers for DPC services. We highly recommend that patients procure wraparound insurance (also called “catastrophic care” or “major medical”) to pair with P-Care services, to minimize financial hardship in case there is a need for treatment other than primary care services.

Notice. Complaints can be filed against any healthcare practitioner or facility licensed or regulated by any State’s Board of Medical Examiners (or equivalent agency). Examination boards investigate complaints and disciplines those who are found to have violated the any applicable laws.

Patient Agreement and Acknowledgment.

I choose to enroll myself and my dependents, if any, in P-Care and hereby accept the terms and conditions of this agreement. I acknowledge that P-Care services are not health insurance, and it is not a substitute for or represents any medical insurance plan including Medicare or Medicaid. Furthermore I acknowledge that P-Care Services are limited to Primary Care Services (and certain additional services, if any, as determined by individual P-Care providers) and will not cover expenses related to emergency or specialty care, advanced imaging, surgery, hospitalization, specialized treatments or services provided by my P-Care Provider that do not fall within the range of primary care.

Acknowledged and Agreed to by:

Print Name of Principal Authorized Patient	Signature	Date Signed

ELECTRONIC COMMUNICATIONS POLICY



DIRECT PRIMARY CARE

Electronic Communications

Electronic communications—including use of facsimile (fax), video, email, text, instant messaging, cell phone camera and other device—are ubiquitous in today’s society. Despite their convenience, use of electronic communications could risk the security of your personal health information. If you choose to use electronic communications when you communicate with Perpetual Health Direct Primary Care (“P-Care”) Physician and Staff, you must be aware of the following:

- Patient use of electronic communications expressly waives Physician’s obligation to guarantee confidentiality with respect to correspondence.
- Data, images and documents produced as a result of electronic communications may become a part of your medical records.

Email Authorization for P-Care Physicians and Staff

By communicating with your P-Care physician using email or by providing him/her with patient’s e-mail address, patient authorizes P-Care physicians and his/her staff to communicate with patient by e-mail regarding patient’s and/or dependent’s “protected health information” (PHI), as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its regulations.

By providing patient’s e-mail address to your P-Care provider, patient acknowledges that:

- E-mail is not necessarily a secure medium for sending or receiving PHI, and there is always a possibility that a third party may gain access.
- Although the P-Care physician will make reasonable efforts to keep e-mail communications confidential and secure, neither the physician nor his/her staff nor Perpetual Health Management, LLC can assure the absolute confidentiality of e-mail communications.
- If patient does not receive a response to an e-mail message within one (1) working day, patientr agrees to use another means of communication to contact healthcare providers.

Emergencies and Electronic Communications

- Patient understands and agrees that e-mail **must not be used as a means of communication regarding medical emergencies** or other time-sensitive issues or for inquiries regarding highly sensitive information.
- In the event of an emergency, patient should call 911 and follow directions of emergency personnel.

Failure of Electronic Communications Systems

Neither your P-Care physician, nor his/her staff, nor Perpetual Health Management, LLC are liable to patients for any loss, cost, injury, or, expense caused by, or resulting from a delay in responding to patients as a result of technical or physical infrastructure system failures, including, but not limited to the following:

- 1) Technical or physical infrastructure failures attributable to any cell phone system or Internet service provider; physical damages to such systems; or by any Acts of Nature;
- 2) Power outages, failure of any electronic messaging software, or failure to properly address e-mail messages;
- 3) Failure of the medical provider’s computers, computer network or software, or faulty telephone or cable data transmission; and/or
- 4) Any interception of e-mail communications by a third party.

Acknowledged and Agreed to by:

Print Principal Patient Name	Principal Patient Signature	Date Signed
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