

4160 Heritage Trace Parkway Suite 400

Keller, Texas 76244

CONCIERGE PRACTICE PATIENT AGREEMENT

The provider delivers care on behalf of HOPE FAMILY HEALTHCARE, LLC at 4160 Heritage Trace Parkway, Suite 400, Keller, Texas 76244. In exchange for certain fees paid by You (the patient), HOPE FAMILY HEALTHCARE, LLC, agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

1. Patient. A patient is defined as those persons for whom the provider shall provide services.

2. Services. As used in this Agreement, the term Services, shall mean services, both medical and non-Medical, which are offered by HOPE FAMILY HEALTHCARE, LLC. These are set forth in Exhibit 1.

3. Terms. This agreement shall commence on the date signed by the parties below and continue for a period of one year. This agreement does NOT automatically renew annually.

4. Fees. In exchange for non-insurance covered services, Patient agrees to pay HOPE FAMILY HEALTHCARE, LLC. annually:

\_\_\_\_\_\_ Individual $1500.00 (fifteen hundred)

\_\_\_\_\_\_ Each Additional Eligible Family Member $500.00 (five hundred)

This fee is payable upon execution of this agreement, and is in payment for the services provided to Patient during the term of this Agreement. If this Agreement is cancelled by either party before the agreement termination date, then HOPE FAMILY HEALTHCARE, LLC shall refund the Patient’s prorated share of the original payment.

5. Participation in Insurance. Patient acknowledges that HOPE FAMILY HEALTHCARE, LLC participates in health insurance plans. Fees paid under this Agreement are NOT 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.

6. 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 a PPO). It will not cover hospital services, or any services not personally provided by HOPE FAMILY HEALTHCARE. Patient acknowledges that HOPE FAMILY HEALTHCARE has advised that patient obtain or keep in full force such health insurance policies 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 determined above. This agreement with NOT renew annually. A new agreement will need to be signed annually. Notwithstanding the above, both Patient and HOPE FAMILY HEALTHCARE, LCC 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.

8. Communications. You acknowledge electronic communications with the provider are not 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, Patient authorizes the HOPE FAMILY HEALTHCARE, LLC to communicate with Patient by email regarding Patient’s “protected health information” (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and it’s implementing regulations) Patient acknowledges that:

a) Email is not a secure medium for sending or receiving PHI and a third party will have access;

b) Although the provider will make all reasonable efforts to keep email communications confidential and secure, HOPE FAMILY HEALTHCARE can assure or guarantee confidentiality of email communications;

c) In the discretion of the provider, email communications may be made a part of Patient’s permanent medical record;

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 in which the Patient could reasonably expect to develop into an emergency, Patient shall call 911 or the nearest Emergency room, and follow the directions of emergency personnel.

e) If Patient does not receive a response to an e-mail message, Patient agrees to use another means of communication to contact the provider. HOPE FAMILY HEALTHCARE, LLC will NOT be liable to Patient for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Patient.

9. 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.

10. Reimbursement for services rendered. If this Agreement is held to be invalid for any reason, and if HOPE FAMIL HEALTHCARE, LLC is therefore required to refund all or any portion of the annual fee paid by Patient, Patient agrees to pay HOPE FAMILY HEALTHCARE, 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.

11. Amendment. No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, the provider 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 HOPE FAMILY HEALTHCARE, LLC except that Patient shall initial any such change at HOPE FAMILY HEALTHCARE, 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.

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

13. Relationship of Parties. Patient and the provider intend and agree that the provider, in performing her duties under this Agreement, is an independent contractor, as defined by the guidelines promulgated by the United States Internal Revenue Service and/or the United States Department of Labor, and the provider shall have exclusive control of her work and the manner in which it is performed.

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. 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 Texas and all disputes arising out of this Agreement shall be settled by arbitration within proper venue and jurisdiction for HOPE FAMILY HEALTHCARE, LLC’s address in Keller, Texas.

17. Service. All written notices are deemed served if sent to the address of the party as entered in the practice Electronic Health Record by first class U.S. mail.

This is an Agreement entered into on\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_\_ , by and between HOPE FAMILY HEALTHCARE, LLC located at 4160 Heritage Trace Parkway, Suite 400, Keller, Texas 76244 (Practice), RACHEL STEWART, DNP, APRN, FNP (provider), and (Patient(s)).

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Print Patient Name Patient/Legal Representative Signature

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Print Legal Representative Name Relationship to Patient

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Name Witness Signature

[Additional parties covered under agreement]

Please print the names of any additional patients to be covered by this Agreement below:

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Exhibit 1

Covered Services

 The term Services as used in this Agreement refer to the medical/clinical servies provided to you by the provider and/or clinical staff at HOPE FAMILY HEALTHCARE, LLC. By entering into this agreement you are entitled to the following services:

* **Comprehensive wellness exam once yearly.** This will include routine laboratory testing
	+ CBC (blood count),
	+ CMP (to check kidney and liver functions), and cholesterol testing. If any additional testing is required due to abnormalities found on labs this is NOT included in the Agreement cost.
	+ For patients over the age of 40 this will also include an EKG.
* **Annual influenza vaccination** (this can be declined by the patient but there will be no reduction in cost of agreement).
* **Timely Access**: you will have access to the provider via a direct telephone number for after hours services and issues. The provider will make every effort to provide a response as quickly as possible. As noted in the Agreement, however, there may be times when the provider cannot respond immediately. If the provider is not available due to vacation, illness, or any other reason, all efforts will be made to have a clinical staff on call to triage concerns.
* **Same or Next Day Appointments**: In addition to being seen timely upon your arrival, HOPE FAMILY HEALTHCARE, LLC will make every effort to schedule an appointment with you, the patient, on the day of or the following day of your request.
* **Additional Appointment Openings**: In addition, if it is medically necessary, the provider may open the office after hours to see patient.