

Citadel Health Center

Patient Agreement

This Agreement is between Citadel Health Center, PLLC (the Practice, Us, Our or We), and the person acknowledging this consent electronically and any family members they are enrolling (Patient, Member, They or You).

Background

The Practice, located at 900 Dix Street, Suite 300 Otsego, MI 49078, provides medical care to its patients/members in a direct primary care practice model (DPC). In exchange for certain periodic fees (or Membership Fees), the Practice agrees to provide the Patient with the Services identified in this Agreement, under the terms and conditions described within.

Definitions

- 1. Services.** In this Agreement, "Services" means the collection of services, medical and non-medical, which are described in Appendix A (attached and incorporated by reference), which We agree to provide to You under the terms and conditions of this Agreement.
- 2. Patient.** In this Agreement, "Patient," "Member," "They", "You," or "Yours" means the persons for whom the Practice shall provide care who have signed this Agreement and any family members they are also enrolling.
- 3. Physician.** In this Agreement, "Physician" means the Doctor, Nurse Practitioner or Physician Assistant providing care.

Agreement

- 4. Term.** This Agreement will last for one year, starting the date on which it is fully executed by the parties, before which no physician/patient relationship shall be contemplated or formed.
- 5. Renewal.** The Agreement will automatically renew each year on the anniversary date of the Agreement unless one party cancels the Agreement by giving the non-terminating party 30 days' written notice of non-renewal.
- 6. Termination.** Either party can terminate this Agreement at any time by giving 30 days' written notice to the other of intent to terminate.

7. Payments and Refunds – Amounts and Methods

- A. In exchange for the Services described in Appendix A, the Patient agrees to pay a periodic monthly fee (or Membership Fee) in the amount that appears in Appendix B, which is attached and incorporated by reference.
- B. Upon Execution of this Agreement, Patient shall pay the applicable age-based Monthly Membership Fee based on the fee schedule described in Appendix B.
- C. Thereafter, the Membership Fee shall be due in full on the first business day of every month.
- D. The Parties agree that the required method of payment shall be via electronic payment through a debit or credit card.

8. Early Termination. If You cancel this Agreement before its term ends and have paid more than one month in advance, we settle your account and refund you any unearned Membership Fees.

9. Non-Participation in Insurance. The Patient understands that the Practice does not participate in any health plans, HMO panels, or other private or governmental third-party payer health plans. Accordingly, both the Practice and the Patient are prohibited from submitting charges to, or seeking reimbursement from, any of the above for the Services that the Practice provides to the Patient, the cost of which are included under this Agreement.

10. Medicare. The Patient understands that the Practice has opted out of Medicare and that both the Patient and the Practice are prohibited by law from seeking reimbursement from Medicare for any Services provided to the Patient which are included under this Agreement. Accordingly, the Patient agrees not to submit charges or seek reimbursement from Medicare for such Services. Medicare beneficiaries may submit to Medicare for payment consideration, charges for any prescriptions, testing, and other services ordered by the Practice physician, but provided by outside entities unaffiliated with the Practice to Medicare for payment consideration. The patient understands and agrees to the terms of the Medicare Private Agreement as detailed in Appendix E even if they are not yet eligible for Medicare at this time.

11. Medicaid. The Practice does not bill or seek reimbursement from Medicaid. Patients who are Medicaid beneficiaries understand that they are joining the Practice under private contract. Therefore, the Patient is responsible for Membership fees and/or fees for any additional products or services which the Practice provides to you under this Agreement. Neither the Practice nor the Patient may submit charges for such fees to Medicaid

for reimbursement. Prescriptions, lab testing, imaging, etc., which are *not* personally provided by the Practice, may be submitted by the Patient to Medicaid for reimbursement consideration.

12. This Agreement Is Not Health Insurance. The Patient understands and agrees that this Agreement is not an insurance plan or a substitute for health insurance, nor does it satisfy any federal requirement for an individual to obtain health care coverage. It does not include hospital services, emergency room treatment, or any services not personally provided by the Practice. This Agreement includes only those Services identified in Exhibit A. If a Service is not specifically listed in Appendix A, it is not included under this Agreement. The Patient has been advised to maintain a health insurance policy that will cover those healthcare services which are not included in this Agreement.

13. Communications. While the Practice endeavors to provide Patients with the convenience of a wide variety of electronic communication options, We are careful to comply with confidentiality requirements and take seriously our duty to protect patient privacy. However, communications by email, facsimile, video chat, cell phone, texting, and other electronic means, can never be guaranteed to be 100% secure or confidential. You understand and agree that by checking the box consenting to potentially nonsecure methods of communication during your electronic enrollment or agreeing to participate in the above means of communication, you expressly waive any guarantee of absolute confidentiality with respect to their use. You further understand that participation in any of the above means of communication is not a condition of membership in this Practice and that you have the option to decline any particular method of communication.

14. Email and Text Usage. By providing an email address at enrollment and consenting to potentially nonsecure methods of communication as above, You authorize the Practice and its staff to communicate with You by email regarding the Patient's "protected health information" (PHI).¹ Likewise, in providing a cell phone number at enrollment and consenting to potentially nonsecure methods of communication as above, You agree to participate in text message communication containing PHI through the cell number provided. You further acknowledge that:

- A. Email and text message are not necessarily secure methods of sending or receiving PHI, and there is always a possibility that a third party may gain access;
- B. Email and text messaging are not appropriate means of communication in an emergency, for dealing with time-sensitive issues, or for disclosing

¹ As that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations.

sensitive information. In an emergency or a situation which could reasonably be expected to develop into an emergency, You understand and agree to call 911 or go to the nearest emergency room and follow the directions of emergency personnel.

15. Technical Failure. Neither the Practice nor its staff will be liable for any loss, injury, or expense arising from a delay in responding to the Patient when that delay is caused by technical failure. Examples of technical failures: (i) failures caused by an internet or cell phone service provider; (ii) power outages; (iii) failure of electronic messaging software or email provider; (iv) failure of the Practice's computers or computer network, or faulty telephone or cable data transmission; (iv) any interception of email communications by a third party which is unauthorized by the Practice; or (v) Patient's failure to comply with the guidelines for use of email or text messaging, as described in this Agreement.

16. Physician Absence. From time to time, due to circumstances such as conferences, patient emergencies, physician illness and or vacation, the physician may be temporarily unavailable. When the date/s of such absences are known in advance, the Practice shall notify the Patient so that they may schedule non-urgent care accordingly. In the event of unexpected physician absence, Patients with scheduled appointments shall be notified as soon as practicable, and appointments shall be rescheduled at the Patient's convenience. If during a physician absence, the Patient should experience an acute medical issue requiring immediate attention, the Patient should proceed to an urgent care or other suitable facility for care. Charges from urgent care facilities or any other outside provider are not included under this Agreement and are the Patient's responsibility. The Patient may submit such charges to the Patient's health plan or request that the outside provider do the same. We cannot guarantee insurance reimbursement.

17. Dispute Resolution. Each party agrees not to make any inaccurate or untrue and disparaging statements, oral, written, or electronic, about the other. We strive to deliver only the best of personalized care to every patient, but occasionally misunderstandings arise. We welcome sincere and open dialogue with our Members, especially if we fail to meet expectations, and We are committed to resolving all Patient concerns.

Therefore, if a Member is dissatisfied with, or has concerns about, any staff member, service, treatment, or experience arising from their membership in this Practice, the Member and the Practice agree to refrain from making, posting, or causing to be posted on the internet or any social media, any untrue, unconfirmed, inaccurate, disparaging comments about the other. Rather, the parties agree to engage in the following process:

- A. Member shall first discuss any complaints, concerns, or issues with their physician;
- B. The physician shall respond to each of the Member's issues and concerns;
- C. If, after such response, the Member remains dissatisfied, the parties shall enter into discussion and attempt to reach a mutually acceptable solution.

18. Monthly Fee and Service Offering Adjustments. If the Practice finds it necessary to increase or adjust monthly fees or Service offerings before the termination of the Agreement, Practice shall give the Patient 30 days' written notice of any modification. If the Patient does not consent to the modification, Patient shall terminate the Agreement in writing prior to the next scheduled monthly payment.

19. Change of Law. If there is a change of any relevant law, regulation, or rule, which affects the terms of this Agreement, the parties agree to amend this Agreement to comply with the law.

20. Severability. If any part of this Agreement is considered legally invalid or unenforceable by a court of competent jurisdiction, that part will be amended to the extent necessary to be enforceable. The remainder of the Agreement will stay in force as originally written.

21. Amendment. Except as provided within, no amendment of this Agreement shall be binding unless it is in writing and signed by all the parties.

22. Assignment. Neither this Agreement nor any rights arising under it may be assigned or transferred to a third party without the mutual agreement of both Parties.

23. Legal Significance. You acknowledge that this Agreement is a legal document and gives the parties certain rights and responsibilities. You also acknowledge that You are not suffering any medical emergency. You have had a reasonable time to seek legal advice regarding this Agreement and have either chosen not to do so or have done so and are satisfied with the terms and conditions of the Agreement.

24. Miscellaneous. This Agreement shall be construed without regard to any rules requiring that it be construed against the party who drafted the Agreement. The captions in this Agreement are only for the sake of convenience and have no legal meaning.

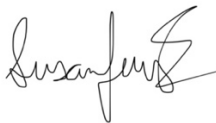
25. Entire Agreement. This Agreement contains the entire Agreement between the parties and replaces any earlier understandings and agreements, whether they are written or oral.

26. No Waiver. Either party may choose to delay or not to enforce a right or duty under this Agreement. Doing so shall not constitute a waiver of that duty or responsibility and the party shall retain the absolute right to enforce such rights or duties at any time in the future.

27. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Michigan. All disputes arising out of this Agreement shall be settled in a court of proper venue and jurisdiction for Otsego, Michigan.

28. Notice. All required written notices must be delivered either electronically, to the most recent email address provided by the party to be noticed, or by first-class U.S. mail to the Practice, at the address written above, and to the Patient at the most recent address provided.

For Citadel Health Center, PLLC:



Susan Jevort-Eichorn, DO Dated: 1/16/2022

Patient:

The Parties agree that checking the appropriate box at enrollment agreeing to the terms of service that this constitutes their electronic signature and shall be valid to the same extent as a handwritten signature. They also acknowledge the following:

1. They have received and read the Notice of Privacy in Appendix C.
2. They consent to Telehealth Services when both parties mutually agree that is appropriate as outlined in Appendix D.
3. They understand and agree to the terms of the Medicare Private Agreement as detailed in Appendix E even if they are not yet eligible for Medicare at this time.
4. They understand that they may request additional copies of this agreement and the associated appendices at any time.

APPENDIX A

SERVICES

The practice is *not* a pain management practice. We do not dispense or keep opiates on the premises. We do not prescribe opiates on an ongoing basis, but are happy to refer Our patients with chronic pain to a pain management specialist.

1. **Medical Services.** Patient is entitled to the Medical Services identified below, as deemed appropriate under the circumstances, at the sole discretion of the Physician. The Patient is responsible for all costs associated with any medications, laboratory testing, and specimen analysis related to these Services unless otherwise stated.*

- Acute and Non-acute Office Visits
- Sports Injuries
- Annual, personalized, in-depth, wellness examination and evaluation
- Sports Physicals
- School Physicals
- Well-Child Care (immunizations are not included)
- Electrocardiogram (EKG)
- Spirometry
- Blood Pressure Monitoring
- Chronic disease management (e.g. diabetes, hypertension, obesity, asthma)
- Breathing Treatments (nebulizer or inhaler with spacer)
- Urinalysis
- Rapid Strep Test
- Glucose check
- Urine pregnancy test
- Removal/destruction of benign skin lesions/warts
- Removal/biopsy of suspicious skin lesions (pathology fee not included)
- Simple aspiration/injection of joint (medication may be an additional fee)
- Removal of Cerumen (ear wax)
- Toenail trimming and/or removal
- Wound Repair and Sutures
- Abscess Incision and Drainage
- Drawing basic labs. Labs and testing that cannot be performed in-house will be offered at a discounted rate through select vendors.*
- The convenience of access to many commonly prescribed prescription medications at greatly reduced prices, dispensed on premises.

*Except where noted, Member is responsible for all fees associated with any medications, laboratory testing and/or specimen analysis.

2. **Non-Medical, Personalized Services.** The Practice shall also provide Members with the following non-medical services and amenities:

- **After Hours Access.** Subject to the limitations of paragraph 15, Members shall be provided with a phone number where they may reach their physician directly for guidance regarding ***urgent concerns that arise unexpectedly*** after office hours. Video chat and text messaging may be used when the Provider and Member agree that it is appropriate.
- **Email Access.** Members shall be given an email address to which *non-urgent* communications can be addressed. Neither email nor the internet should ever be used to access medical care in the event of an emergency, or any situation which could reasonably be expected to develop into an emergency. In such situations the Member shall first call 911 or the nearest emergency medical assistance provider and follow the directions of emergency medical personnel.
- **Limited or no waiting time.** Normally Members shall be seen by their Physician immediately upon arriving for a scheduled office visit or after only a minimal wait. If a Provider foresees a more than minimal wait time, the Member shall be contacted, advised of the projected wait time, and given the option of rescheduling for a time convenient to the Member.
- **Same Day/Next Day Appointments.** Subject to the limitations of paragraph 15, when a Member with an urgent need contacts the Practice prior to noon on a regular office day, every reasonable effort shall be made to schedule appointment on that same day. In the event that a same-day appointment is not available, every reasonable effort shall be made to schedule an appointment for the Member on the next regularly scheduled office day.
- **Specialists Coordination.** The Practice shall coordinate care with the Patient's medical specialists, and if requested, assist Patient in choosing necessary specialty care. The Patient understands that fees paid under this Agreement do not include and do not cover specialist's fees or charges from any practitioner other than the Practice staff

APPENDIX B

FEE ITEMIZATION

Monthly Membership Fee

All patients \$99 per month

Family discount: After the first 2 members of a family join, additional family members are \$45 each per month with a family maximum rate of \$299 per month. A family includes up to 2 parents and all children age 20 and under. Children age 21 and older are not included in the family discount.

Re-Enrollment Fee

If Member should desire to rejoin the Practice after terminating the Agreement or allowing membership to lapse, Member shall be accepted back into the Practice on a space-available basis, subject to a re-enrollment fee.

APPENDIX C

CITADEL HEALTH CENTER

NOTICE OF PRIVACY PRACTICES

This notice describes how health information about you may be used and disclosed, and how you can gain access to your individually identifiable health information.

A. OUR COMMITMENT TO YOUR PRIVACY:

Citadel Health Center, PLLC (the Practice or We), is dedicated to maintaining the privacy of your personally identifiable, protected health information (PHI). In conducting our business, we will create records regarding you and the treatment and services we provide to you. We strive to maintain the confidentiality of health information that identifies you. This notice explains the privacy practices that we maintain concerning your PHI.

The terms of this notice apply to all records containing your PHI that are created or retained by the Practice. We reserve the right to revise or amend this Notice of Privacy Practices. Any revision or amendment to this notice will affect all of your records that our Practice has created or maintained in the past and any records of yours \ that we may create or maintain in the future. You may request a copy of our most current notice at any time.

B. IF YOU HAVE QUESTIONS ABOUT THIS NOTICE, PLEASE CONTACT:

Citadel Health Center
Attn: Privacy Officer
900 Dix Street, Suite 300
Otsego, MI 49078

C. WE MAY USE AND DISCLOSE YOUR PHI IN THE FOLLOWING WAYS:

The following categories describe the different ways in which we may use and disclose your PHI, unless you object:

1. **Treatment.** Our Practice may use your PHI in the course of your treatment. For example, we may ask you to have laboratory tests (such as blood or urine tests), and we may use the results to help us reach a diagnosis. We might use your PHI to write a prescription for you, or we might disclose your PHI to a pharmacy when we order a prescription for

you. Our staff may use or disclose your PHI to treat you or to assist others in your treatment. Additionally, we may disclose your PHI to others who may assist in your care, such as other healthcare providers, your spouse, your children, or your parents.

2. **Payment.** Our Practice may use and disclose your PHI to bill and collect payment for the services and products you may receive from us. We do not participate or bill insurance, so we do not disclose your information for the purpose of being reimbursed by insurance. However, we may use and disclose your PHI to obtain payment from those who may be responsible for such costs, such as family members.
3. **Health Care Operations.** The Practice may use and disclose your PHI to operate our business. For example, we may use and disclose your information for our operations, our Practice may use your PHI to evaluate the quality of care you received from us, to develop protocols and clinical guidelines, to develop training programs, or to aid in credentialing and medical review.
4. **Appointment Reminders.** The Practice may use and disclose your PHI to contact you and remind you of an appointment.
5. **Release of Information to Family/Friends.** The Practice may release your PHI when necessary, to a friend or family member involved in your care. For example, a parent or guardian may ask that a babysitter take their child to the pediatrician's office for treatment of a cold. In this example, the babysitter may have access to this child's medical information.
6. **Disclosures Required by Law.** The Practice will use and disclose your PHI when we are required to do so by federal, state, or local law or regulation.

D. USE AND DISCLOSURE OF YOUR PHI IN CERTAIN SPECIAL CIRCUMSTANCES:

The following categories describe unique scenarios in which we may use or disclose your PHI:

When required by law to collect information for the purpose of:

1. **Health Oversight Activities.** The Practice may disclose your PHI to a health oversight agency for activities authorized by law. Oversight activities can include, investigations, inspections, audits, surveys, licensure, and disciplinary actions; civil, administrative, and criminal procedures or actions and other activities necessary for the government

to monitor its programs, compliance with civil rights laws, and the health care system in general.

2. **Lawsuits and Similar Proceedings.** The Practice may use and disclose your PHI in response to a court or administrative order if you are involved in a lawsuit or similar proceeding. We also may disclose your PHI in response to a discovery request, subpoena, or other lawful process, by another party involved in the dispute. But we shall only disclose PHI after we have made an effort to inform you of the request or to obtain an order protecting the information the party has requested.
3. **Law Enforcement.** We may release PHI if required to do so by a law enforcement official:
 - regarding a crime victim in certain situations, if we are unable to obtain the person's agreement;
 - concerning a death we believe has resulted from criminal conduct;
 - regarding criminal conduct at our offices;
 - in response to a warrant, summons, court order, subpoena, or similar legal process;
 - to identify or locate a suspect, material witness, fugitive or missing person;
 - in an emergency, to report a crime (including the location or victim(s) of the crime, or the description, identity, or location of the perpetrator).
4. **Deceased Patients.** The Practice may release PHI to a medical examiner or coroner to identify a deceased individual or to identify the cause of death. If necessary, we may also release information to funeral directors as necessary to perform their jobs.
5. **Organ and Tissue Donation.** If you are an organ donor, the Practice may release your PHI to organizations that handle organ, eye or tissue procurement or transplantation, including organ donation banks, as necessary to facilitate organ or tissue donation and transplantation.
6. **Serious Threats to Health or Safety.** The Practice may use and disclose your PHI when necessary, to reduce or prevent a serious threat to your health and safety or that of another individual or the public. But we will only make such disclosures to a person or organization able to help prevent the threat.

7. **Military.** The Practice may disclose your PHI if you are a member of U.S. or foreign military forces (including veterans) and if required by the appropriate authorities.
8. **Workers' Compensation.** The Practice may release your PHI if required for workers' compensation and similar programs.

E. YOUR RIGHTS REGARDING YOUR PHI:

The health and billing records we maintain are the physical property of Practice. The information in it, however, belongs to you. You have a right to:

1. **Confidential Communications.** You have the right to request that our Practice communicate with you about your health and related issues in a particular manner or at a certain location. For instance, you may ask that we contact you at home, rather than work. To request a specific type of confidential communication, you must make a written request to the Privacy Officer, identifying the requested method of contact, or location where you wish to be contacted. Our Practice will accommodate reasonable requests. You do not need to give a reason for your request.
2. **Requesting Restrictions.** You have the right to request a restriction in our use or disclosure of your PHI for treatment, payment, or health care operations. Additionally, you have the right to request that we restrict our disclosure of your PHI to only certain individuals involved in your care or the payment for your care, such as family members and friends. We are not required to agree to your request; however, if we do agree, we are bound by our agreement except when otherwise required by law, in emergencies, or when the information is necessary to treat you. To request a restriction in our use or disclosure of your PHI, you must make your request in writing to the Privacy Officer. Your request must describe in a clear and concise fashion:
 - (a) the information you wish restricted;
 - (b) whether you are requesting to limit our Practice's use, disclosure, or both; and
 - (c) to whom you want the limits to apply.
3. **Inspection and Copies.** You have the right to inspect and obtain a copy of the PHI that may be used to make decisions about you and your care, including your billing and medical records, but not your psychotherapy notes. In order to inspect and/or obtain a copy of your PHI, You must submit your request in writing to the Privacy Officer. We may charge a fee for the costs of copying, mailing, labor and supplies associated with your request. We may deny your request to inspect and/or copy in

certain limited circumstances; however, you may request a review of our denial. The review shall be conducted by different licensed health care professional of our choosing.

4. **Amendment.** You may ask us to amend your health information if you believe it is incorrect or incomplete, and you may request an amendment for as long as the information is kept by or for our Practice. To request an amendment, your request must be made in writing and submitted to the Privacy Officer. You must provide us with a reason that supports your request for amendment. Our Practice will deny your request if you fail to submit your request (and the reason supporting your request) in writing. Also, we may deny your request if you ask us to amend information that is in our opinion:
 - a. accurate and complete;
 - b. not part of the PHI kept by or for the Practice;
 - c. not part of the PHI which you would be permitted to inspect and copy; or
 - d. not created by our Practice, unless the individual or entity that created is not available to amend the information.
5. **Paper Copy of this Notice.** You may receive a paper copy of our notice of privacy practices anytime, upon request by contacting the Privacy Officer.
6. **Filing a Complaint.** If you believe your privacy rights have been violated, you may file a complaint with our Practice. To file a complaint, contact our privacy officer at the address provided above. All complaints must be submitted in writing, and you will not be penalized for filing a complaint.
7. **Right to Provide an Authorization for Other Uses and Disclosures.** Our Practice will obtain your written authorization for uses and disclosures that are not identified by this notice or permitted by applicable law. You have the right, at any time, to revoke your authorization to disclose your PHI. Simply send a written notice of revocation to the Privacy Officer at the address provided above. After you revoke your authorization, we will no longer use or disclose your PHI for the reasons described in the authorization. Please note, we are required to retain records of your care.

Again, if you have questions regarding this notice or our health information privacy policies, please contact the Privacy Officer listed above.

APPENDIX D

Informed Consent and Agreement for Telehealth Services

Consent to Telehealth

I understand that checking the “I agree” box below, or providing my signature, handwritten or in electronic format of any kind, on this document constitutes my legal signature. In checking the appropriate box or providing my signature on this document, in any form, I am confirming that I understand and agree to its terms.

Definition of Telehealth

1. For the purposes of this document, telehealth is defined as the electronic communications technologies used by the physician and staff at Citadel Health Center, PLLC (together, the Practice), to enable them to obtain information and communicate remotely while providing me with patient care. I understand that the same standard of care applies to medical treatment obtained through telehealth communications as applies to an in-person visit. The information obtained through telehealth communications may be used for diagnosis, treatment, follow-up and/or education and may include any of the following:
 - Patient medical records
 - Medical images
 - Live two-way audio and video and data communications
 - Output data from medical devices and sound and video files
 - Questionnaires, email, and text messaging

The electronic systems used will incorporate network and software security protocols to protect the confidentiality of patient identification and imaging data and will include measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption.

Understandings

I understand that:
Telehealth involves the communication of my health information in an electronic or technology-assisted format;

All electronic medical communications carry some level of risk;

Despite reasonable security efforts, it is possible for electronic communication to be forwarded, intercepted, or changed without my knowledge;

Electronic systems that are accessed by employers, friends, or others are not secure and should be avoided;

It is important for me to use a secure network;

Despite reasonable efforts on the part of my physician, the transmission of medical information could be disrupted or distorted by technical failures;

I may opt-out of the telehealth visit at any time;

The Practice will maintain information exchanged during my telehealth visit as part of my Medical record;

The Practice is not responsible for breaches of confidentiality caused an independent third party or by myself;

I must verify my identity and current location to my physician and failure to do so may terminate the telehealth visit;

I understand that I must not use electronic communication in emergencies or time-sensitive matters;

I understand that electronic communication may be used to communicate highly sensitive medical information, such as treatment for or information related to HIV/AIDS, sexually transmitted diseases, or addiction treatment (alcohol, drug dependence, etc.);

A medical evaluation via telehealth may limit my physician's ability to fully diagnose a condition or disease. As the patient, I agree to accept responsibility for following my physician's recommendations—including further diagnostic testing, such as lab testing, a biopsy, or an in-office visit;

There is never a warranty or guarantee as to a particular result or outcome related to a condition or diagnosis when medical care is provided;

By electronically signing or checking the box below, I am certifying that I understand the inherent risks of errors or deficiencies in the electronic transmission of health information and images during a telehealth visit.

Possible Benefits of Telehealth

- Easier access to medical care;
- Convenience;
- More time-efficient medical evaluation and management.

Possible Risks of Telehealth

As with any technology used in medical care, there are potential risks associated with the use of telehealth. These risks include, but may not be limited to:

- Information transmitted may not be sufficient to allow for appropriate medical decision making by the Provider;
- Your physician may not be able to provide medical treatment for your particular condition remotely;
- Regulatory and other requirements may limit your physician's ability to provide certain treatment options, including prescriptions;
- Delays in medical evaluation and treatment could occur due to deficiencies or failures in technology equipment;
- Security protocols could fail, resulting in privacy breaches of personal medical information.

Appendix E

Medicare Private Agreement

Section 4507 of the 1997 Balanced Budget Act allows a physician or practitioner to enter a private contract with a Medicare beneficiary. From here on out, Citadel Health Center Physicians will refer to all physicians, physician assistants and nurse practitioners who work at Citadel Health Center.

Citadel Health Center Physicians have not been excluded from Medicare under sections 1128, 1156 or 1892 of the Social Security Act. NPI 1457762734. They agree to retain the original contract for the duration of the opt-out period and will supply CMS with a copy of this contract upon request. Citadel Health Center Physicians understand that the current private contract remains in effect for two years and auto-renews thereafter unless they specifically communicate to Medicare otherwise.

This agreement is between Citadel Health Center Physicians, Physician Assistants and Nurse Practitioners (Physician) and Patient, who may be a Medicare Part B beneficiary seeking services covered under Medicare Part B pursuant to Section 4507 of the 1997 Balanced Budget Act which allows a physician or practitioner to enter a private contract with a Medicare beneficiary. The Physician has informed Patient that Physician has opted out of the Medicare program. Physician has not been excluded from Medicare under sections 1128, 1156 or 1892 of the Social Security Act. The initial opt-out period began 2/28/2022 and lasts 2 years. The Physician's opt out status auto-renews every two years unless terminated prior to the renewal date.

You are agreeing to pay Citadel Health Center directly via your monthly auto-pay membership and not use your Medicare benefits to pay for the care you receive in our office. You may be able to use your Medicare benefits for medications filled at a commercial pharmacy, some labs and imaging tests as well as hospital care and consults with specialists depending on your coverage.

Patient also agree, understands and expressly acknowledges the following:

1. Patient or their legal representative accepts full responsibility for payment of charges for all services furnished by Citadel Health Center Physicians and Citadel Health Center PLLC.
2. Patient or their legal representative understands that Medicare limits do not apply to what Citadel Health Center Physicians and Citadel Health Center PLLC may charge for items or services furnished.
3. Patient or their legal representative agrees not to submit a claim to Medicare or to ask Citadel Health Center Physicians and Citadel Health Center PLLC to submit a claim to Medicare.
4. Patient or their legal representative understands that Medicare payment will not be made for any items or services furnished by Citadel Health

Center Physicians and Citadel Health Center PLLC that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.

5. Patient or their legal representative enter into this contract with the knowledge that they have the right to obtain Medicare-covered items and services from a physician and/or practitioner who has not opted-out of Medicare, and that they are not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other physicians or practitioners who have not opted-out.
6. Patient or their legal representative understands that Medigap plans do not, and that other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.
7. Patient is not currently in an emergency or urgent health care situation.
8. Patient or their legal representative acknowledges that a copy of this contract has been made available to them.
(Just send us an email to request a copy of the contract if you would like a copy.)

I certify that I have read this document and understand it. I have had the opportunity to have any questions answered. I understand this document in its entirety, and I consent to care with Citadel Health Center Physicians and Citadel Health Center PLLC.