



## **DIRECT PRIMARY CARE PATIENT AGREEMENT**

### **Burkhart Direct Family Care, PLLC**

This is an Agreement between Burkhart Direct Family Care, LLC (**Practice**), a Tennessee LLC, Dr. William B. Burkhart (**Physician**) in his capacity as an agent of Burkhart Direct Family Care, LLC, and you (**Patient**).

### **Background**

The Physician practices family medicine and delivers care on behalf of Practice in Knoxville, Tennessee. In exchange for certain fees paid by You, Practice, through its Physician, 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.burkhartdfc.com](http://www.burkhartdfc.com).

### **Definitions**

1. **Patient.** A patient is defined as those persons for whom the Physician shall provide Services, and who are signatories to or listed on the documents attached as Appendix 1, and incorporated by reference, to this agreement.
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 (collectively “Services”), which are offered by Practice, and set forth in Appendix 1 and 2. The Patient will be provided with methods to contact the physician via phone, email, and other methods of electronic communication. Physician 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.
3. **Fees.** In exchange for the services described herein, Patient agrees to pay Practice the amount as set forth in Appendix 1 and 2, attached. Applicable enrollment fees are payable upon execution of this agreement. Fees are due at the beginning of the monthly term. If this Agreement is terminated by either party before the end of an applicable monthly period, Practice will not reimburse patient for the portion of the month services were not provided.
4. **Non-Participation in Insurance.** Patient acknowledges that neither Practice nor the Physician participates in any health insurance or HMO plans. Physician has opted out of Medicare. Patient acknowledges that federal regulations REQUIRE that Physician opts out of Medicare so that Medicare patients may be seen by the Practice pursuant to this private direct primary care contract. Neither the Practice nor Physician 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. If the Patient is eligible for Medicare or during the term of this Agreement becomes eligible for Medicare, then Patient will sign the agreement attached as Appendix 4 and incorporated by reference. This agreement acknowledges your understanding that the Physician has opted out of Medicare, and as a result, Medicare cannot be billed for any services performed for you by the Physician. You agree not to bill Medicare or attempt Medicare reimbursement for any such services.



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 Physician. 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 in certain situations. Physician will make every effort to be available at all times via phone, mail, other methods such as “after hours” appointments when appropriate, but Physician cannot guarantee 24/7 availability.
6. **Term.** This Agreement will commence on the date it is signed by the Patient and Physician below 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 and 2 per 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; and
  - f) Practice has a right to determine whom to accept as a patient, just as a patient has the right to choose his or her physician. Practice may also terminate a patient without cause as long as termination is handled appropriately (without violating patient abandonment laws).
7. **Privacy & Communications.** Patient acknowledges that communications with the Physician using email, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communication. The practice will make an effort to secure all communications via passwords and other protective means. 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.

8. **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.
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. **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 Tennessee and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the Practice address in Knoxville, Tennessee.
12. **Patient Understandings (initial each):**

\_\_\_\_\_ 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 an obvious 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.

\_\_\_\_\_ 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.

\_\_\_\_\_ I am enrolling (myself and my family if applicable) in the practice voluntarily.

\_\_\_\_\_ I may receive a copy of this document upon request.

\_\_\_\_\_ This Agreement is non-transferrable.

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

Patient (or Guardian) Signature \_\_\_\_\_

Physician Name \_\_\_\_\_

Physician Signature \_\_\_\_\_

Date of execution \_\_\_\_\_



## **APPENDIX 1 Burkhart Direct Family Care Periodic & Enrollment Fees**

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 room, and urgent care centers that are outside the scope of this Agreement. Each Physician within the Practice will make an appropriate determination about the scope of primary care services offered by the Physician.

### **Regular Fee Schedule**

Enrollment Fee - This is charged when the Patient enrolls with the Practice and is nonrefundable. The fee includes the first month of membership. This fee is subject to change. If a patient discontinues membership and wishes to re-enroll in the Practice, Practice reserves the right to decline re-enrollment or to require that the re-enrollment fee reflect an amount equivalent to the months of absent payments when dis-enrolled from the Practice.

Your Enrollment fee is \$ \_\_\_\_\_

Monthly Periodic Fee (billed at the beginning of the service period) – This fee is for ongoing primary care services. There are no limits to the number of visits a patient can schedule, though Physician will use their discretion when determining the modality of the visit (in-office, telehealth, home call, etc.). Some ancillary services include laboratory testing, radiologic testing, and dispensed medications and these are described in Appendices 2-3. Many services available in our office (such as EKGs) are available at no additional cost to you.

The monthly periodic fee is \$ \_\_\_\_\_ per month. The fee will be due on the \_\_\_\_\_ day of each month as specified in the Credit Card / ACH Debit Authorization Contract.

### After-Hours Visits

There is no guarantee of after-hours availability. This agreement is for ongoing primary care, not emergency or urgent care. The Physician will make reasonable efforts to see you as needed after hours if he is available.

### 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 Physician's panel of patients is full (capped at \_\_\_\_\_ patients) or because the patient requires medical care not within the Physician's scope of services.

### Unenrollment

Patient may unenroll in the practice at any time, but will not be reimbursed any portion of the monthly membership fee that has already been charged. If Patient intends to unenroll before the



next billing period they must give at least a full business day's notice prior to the date of the next bill. Patients who unenroll may continue to receive services for the final month of membership up until the final date of the billing period for which they have paid, and Patient may expect to receive the same quality of care as received prior, during this time.

## **APPENDIX 2 Burkhart Direct Family Care Procedure Fee Schedule**

### Fee for service

Practice does not charge a service fee for procedural services rendered to Patient at the time of service, or at any other time.

### Reimbursement for medical supplies

Practice will be reimbursed by patient for all supplies used during a procedure as specified below. Charges will be due at the time of the service.

#### **Joint and soft tissue injections (per joint)**

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|--------------------------------|----------|
| • Corticosteroid               | \$15.00  |
| • Corticosteroid and lidocaine | \$20.00  |
| • Platelet-rich Plasma (PRP)   | \$150.00 |
| • Antibiotic                   | \$10.00  |
| • Toradol                      | \$20.00  |

#### **Removal of unwanted lesions**

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|---|--|
| • Cryotherapy (skin tags, warts)            | \$20.00 per attempt per area                     |
| • Biopsy (moles or other suspicious lesion) | \$40.00 (pathology review is separate: \$50-120) |
| • Cysts                                     | \$50.00  |

<b>Laceration Repair</b>	\$30.00
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<b>Incision and Drainage</b>	\$20.00
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<b>Ingrown Toenail Removal</b>	\$50.00
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### Accountability

The prices given above reflect the wholesale cost of the supplies used to perform the procedure, rounded upwards to account for shipping and other fees associated with obtaining supplies wholesale, as well as surcharges associated with using credit cards to collect patient payments. Patient may receive an itemized list of supplies used and their exact cost upon request.



### **APPENDIX 3 Burkhart Direct Family Care Axillary Services**

Medications will be ordered and/or prescribed in the most cost-effective manner possible for the Patient. When we dispense medications in the office, these medications will be made available to the patient at wholesale cost or dispensed at no cost, at the sole discretion of Practice. Dispensed medications come from Anda Meds; patient may request pricing for all meds at any time. Practice has contracted with Manifest Rx to have regularly prescribed, generic medications delivered to patient's home address, at no additional cost to patient. Patient does not need to register with Manifest Rx to receive generic medications by mail. Manifest Rx also provides discount cards for use at local pharmacies for medications that are not on the home delivery formulary or are used for urgent care needs; it is the patient's responsibility to register with Manifest Rx in order to receive this benefit. Patients joining the practice between the 1<sup>st</sup> and 14<sup>th</sup> day of the month will have their Manifest Rx membership begin on the first day of the following month. Patients joining between the 15<sup>th</sup> and final day of the month will have their Manifest Rx membership begin 1 month after the first day of the following month.

Laboratory Studies will be drawn at Quest Diagnostics, and the Patient will be charged according to the direct price rate we have negotiated with them. An example of common laboratory studies and their prices (subject to change) are listed on the practice website. Patients agree to reimburse Practice for the cost of bloodwork with a 4% mark-up. Patient may request pricing from Quest Diagnostics at any time.

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

Surgery and specialist consults will be ordered in the most time-effective and cost-effective manner possible for the Patient.

Vaccinations are NOT offered in our office at this time due to the cost-prohibitive nature of stocking a limited supply. Practice will make an effort to help Patient obtain needed vaccinations elsewhere in the most cost-effective manner possible.

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

Obstetric Services are not covered at Burkhart DFC due to liability concerns including those related directly to professional liability insurance/malpractice insurance. Patients who become pregnant will be referred to an obstetric provider at the earliest feasible time. Patients who become pregnant can expect to receive the same quality of care for non-obstetric problems as all other non-pregnant patients.



#### APPENDIX 4 Burkhart Direct Family Care Medicare Patient Understandings

This agreement is between Burkhart Direct Family Care and

Medicare Beneficiary: \_\_\_\_\_

Who resides at: \_\_\_\_\_

With Medicare ID #: \_\_\_\_\_

Patient is a Medicare Part B beneficiary seeking services covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997. The Practice has informed Beneficiary or his/her legal representative that Physicians at the Practice have opted out of the Medicare program. The Physician in the Practice has not been excluded from participating in Medicare Part B under [1128] 1128, [1156] 1156, [1892] 1892, of the Social Security Act.

Beneficiary or his/her legal representative agrees, understands, and expressly acknowledges the following:

Initial each:

\_\_\_\_\_ Beneficiary or his/her legal representative accepts full responsibility for payment of the physician's charge for all services furnished by the physician.

\_\_\_\_\_ Beneficiary or his/her legal representative understands that Medicare limits do not apply to what the physician may charge for items or services furnished by the physician.

\_\_\_\_\_ Beneficiary or his/her legal representative agrees not to submit a claim to Medicare or to ask the physician to submit a claim to Medicare on their behalf.

\_\_\_\_\_ Beneficiary or his/her legal representative understands that Medicare payment will not be made for any items or services furnished by the physician that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.

\_\_\_\_\_ Beneficiary or his/her legal representative enters into this contract with the knowledge that he/she has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and the beneficiary is 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.





\_\_\_\_\_ Beneficiary or his/her legal representative understands that Medi-Gap plans do not, and that other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.

\_\_\_\_\_ Beneficiary or his/her legal representative acknowledges that the beneficiary is not currently in an emergency or urgent health care situation.

\_\_\_\_\_ Beneficiary or his/her legal representative acknowledges that a copy of this contract has been made available to him/her.

Executed on: \_\_\_\_\_

By: \_\_\_\_\_

Medicare Beneficiary or his/her legal representative

And: \_\_\_\_\_

On behalf of Burkhart Direct Family Care