



## **Direct Primary Care Patient Agreement**

This Direct Primary Care-Patient Agreement ("Agreement") specifies the terms and conditions under which, you, the undersigned patient ("Patient") may participate in certain private direct health programs identified in the attached **Schedule A** ("Services") offered by Hansen Medical LLC dba Simplified Health DPC Practice ("Practice"). (Patient and Practice are referred to individually as "Party" or collectively as "Parties").

### **SUBSCRIPTION MEDICAL PRACTICE EXPLAINED**

Practice's Services include voluntary subscription offerings that the Patient subscribes to in exchange for the Patient paying private fees directly to the Practice. These Services exceed or are beyond those covered by the Patient's Medicare, Medicaid, or private insurance plan ("Plan").

### **SERVICES AND BENEFITS**

In exchange for the subscription Program Fees (defined below), Practice will make available to Patient the Services outlined in Schedule A. Practice reserves the right to update the schedule of Services from time to time. If it does, it will notify the Patient of any changes within thirty (30) days after a change is made and secure the Patient's voluntary consent to any such modification of Services.

### **PROGRAM FEES**

For the Services, the subscribing Patient will pay voluntary subscription fees ("Program Fees") for the programs selected by the Patient from the Services offerings in Schedule A. The Program Fees cover the program Services selected by the Patient for a period of twelve (12) months from the date Patient signs this Agreement, and may be payable on a monthly or annual basis. The Program Fees may increase from time to time with the voluntary consent in advance by the Patient but will apply to renewal terms. In the event of Program Fees increases, the Patient will receive notification in writing and the option of consenting to such increase.

### **PAYMENT OPTIONS**

The Program Fees can be paid with either ACH, credit/debit card, check, or cash.

All Fees paid are non-refundable. This includes all Fees that may have been paid whether such were paid on a monthly or annual basis.

### **RENEWALS AND TERMINATION**

The Program Fees cover the availability of the Services selected by and subscribed to by the Patient for a period of one (1) billing period. The patient will be automatically renewed for enrollment into

Practice each month unless the Practice receives written notice from the Patient of withdrawal from Practice thirty (30) days prior to the Patient's renewal date. Failure to pay the renewal Program Fees before the expiration of the prior period may result in termination of enrollment in Practice. Practice is permitted to terminate this Agreement with thirty (30) days prior written notice. The patient is permitted to terminate this Agreement with thirty (30) days written notice which includes the Patient's reason for termination, in order to receive a monthly prorated refund of any unused Program Fees.

#### **HEALTH CARE SERVICES THAT ARE EXCLUDED FROM PRACTICE FEE**

The Program Fees cover only the Services subscribed to by the Patient. If Practice provides additional services, Patient and Practice may mutually agree upon any additional charges. The patient acknowledges that either Patient will be responsible for these additional charges. Any charges to the Patient for any services outside of the subscription fee will be at our usual, reasonable, and customary rates and consented to in advance by the Patient before any such charge is incurred.

You agree not to submit any claims to any third-party payor or any government health care program for Covered Services rendered by Practice to you under this Agreement.

#### **ARTIFICIAL INTELLIGENCE USE**

Patient understands that the Simplified Health may enlist the use and assistance of artificial intelligence to complete clerical tasks. These tasks may include but not limited note documentation, chart reviewing, and follow up planning. These tasks and others may at times require listening to the patient history and care plan discussions with the physician. The use of these technologies will be overseen by the physician and clinical staff. It will be up to Simplified Health to make every reasonable effort to exercise prudence with information that is given and received from artificial intelligence assistants and protect the privacy of patient.

#### **EMAIL/TEXT COMMUNICATION**

You acknowledge that communications with the Physician using e-mail, facsimile, video chat, instant messaging/text, and cell phone are not guaranteed to be secure or confidential methods of communication. As such, you expressly waive the Physician'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.

Patient authorizes the Simplified Health, and its Physicians to communicate with the Patient by e-mail/text regarding the Patient's "protected health information" (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations)

#### **Patient acknowledges that:**

(a) E-mail/text messaging is not necessarily a secure medium for sending or receiving PHI and, there is always a possibility that a third party may gain access;

- (b) Simplified Health and the Physician will make all reasonable efforts to keep e-mail/text communications confidential and secure, neither Simplified Health nor the Physician can assure or guarantee the absolute confidentiality of e-mail/text communications;
- (c) At the discretion of the Physician, e-mail/text communications may be made a part of the Patient's permanent medical record; and,
- (d) Patient understands and agrees that E-mail/text is not an appropriate means of communication regarding an emergency or other time-sensitive issues or for inquiries regarding sensitive information. **In the event of an emergency or a situation in which the member could reasonably expect to develop into an emergency, the Patient shall call 911 or the nearest Emergency room, and follow the directions of emergency personnel.**
- (e) You are responsible for informing the Practice in writing, if you want to cease or limit email or text communications with the Practice. You may do so at any time without reason or explanation.
- (f) You are responsible for protecting your email account or telephone password or other means of access to your email or text. The Practice is not liable for breaches of confidentiality involving your email or telephone accounts that are caused by you or any third party.
- (g) At the discretion of the Physician, e-mail/text communications may be made a part of the Patient's permanent medical record; and,
- (h) Patient understands and agrees that E-mail/text is not an appropriate means of communication regarding an emergency or other time-sensitive issues or for inquiries regarding sensitive information. **In the event of an emergency or a situation in which the member could reasonably expect to develop into an emergency, the Patient shall call 911 or the nearest Emergency room, and follow the directions of emergency personnel.**
- (i) You are responsible for informing the Practice in writing, if you want to cease or limit email or text communications with the Practice. You may do so at any time without reason or explanation.
- (j) You are responsible for protecting your email account or telephone password or other means of access to your email or text. The Practice is not liable for breaches of confidentiality involving your email or telephone accounts that are caused by you or any third party.

If the Patient does not receive a response to an e-mail/text message, the Patient agrees to use another means of communication to contact the Physician. Neither Simplified Health, nor the Physician will be liable to the Patient for any loss, cost, injury, or expense caused by, nor resulting from, a delay in responding to the Patient as a result of technical failures, including, but not limited to, (i) technical failures attributable to any internet service provider, (ii) power outages, failure of any electronic messaging software, or failure to properly address e-mail/text messages, (iii) failure of the Practice's computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of e-mail/text communications by a third party; or (v) your failure to comply with the guidelines regarding the use of e-mail/text communications set forth in this paragraph.

#### **APPOINTMENTS AND SCHEDULING**

Appointments with the Practice are scheduled through the Practice office to ensure ample time is given to each Patient. If the Patient has an urgent concern, the Patient shall call the Practice office and the Patient will be given an appointment that will accommodate the urgency. The Practice patient schedule is organized in such a way that it provides and protects extensive time for each

Patient. Walk-ins are not conducive to the thoughtfully planned schedule, so Practice advises the Patient to call for any needs that require the Patient to have time with Practice physicians.

### **VACATIONS AND ILLNESS FOR PRACTICE PHYSICIANS**

The patient acknowledges that there may be times that the Patient cannot contact a Practice physician due to the physician's vacations or illness, or due to technical defects with either the Patient's or Practice's electronic communication equipment. The patient acknowledges that should a Practice physician become unavailable, the Practice shall make every effort to give advance notice to the Patient so that Services can be scheduled on another date. In cases of emergency, patients will proceed to utilize appropriate medical services promptly.

### **COMPLIANCE WITH LAW**

In establishing the Services programs, Practice intends to do so in compliance with all applicable laws. This Agreement shall be governed by and construed in accordance with the laws of the state in which Practice is licensed and practicing, without application of choice-of-law principles. If there is a change of any law, regulation, or rule, federal, state, or local, which affects the Agreement or the activities of either Party under the Agreement, or any change in judicial or administrative interpretation of any such law, regulation, or rule, this Agreement shall be deemed modified so as to remain in compliance with such laws.

Per IRS guidance, if you participate in a high-deductible health plan with a health savings account (HSA) feature, you may be required to pay on a fee-for-service basis for certain primary care, non-preventive care and urgent care services until such time as your deductible has been satisfied. If you don't pay on a fee-for-service basis for these services, it is possible you may lose your ability to contribute to your HSA during your membership. Please consult your attorney or financial adviser. Simplified Health hereby disclaims any responsibility or liability with respect to your decisions made thereto.

### **PRACTICE IS NOT AN INSURER**

**By entering into this Membership Agreement, you acknowledge that Simplified Health does not provide health insurance coverage and that this is not a contract for insurance. Simplified Health provides only the Health Care Services specifically described herein and additional costs may be incurred for laboratory, medical imaging, surgery, specialist care, emergency department visits, and hospitalization required outside of Simplified Health's services. Simplified Health encourages you to combine Simplified Health membership with appropriate health insurance coverage.**

### **Agreement and Modifications**

This Agreement replaces and supersedes all prior agreements between Patient and Practice. This Agreement may not be modified absent a written signed notice by the Patient and an authorized representative of Practice.

#### Miscellaneous

Force Majeure. The Practice will not be liable for the losses resulting from nonfulfillment of any terms or provisions of this Agreement, if the Practice is prevented or delayed from performing in whole or in part because of war, riot, strike, or flood or by any other act or occurrence not within the control of the Practice.

Indemnity. Patient agrees to indemnify and hold harmless the Practice for any claim, damage, theft, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against the Practice that results from the acts or omissions of the Patient and/or Patient's agents or representatives.

Assignment. This Agreement is not assignable by either party without the prior written consent of the other party. Subject to this limitation, this Agreement shall inure to the benefit of and be binding on the successors and assigns of the parties.

PATIENT ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT, WAS AFFORDED SUFFICIENT OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF HIS/HER CHOICE AND TO ASK QUESTIONS AND RECEIVE SATISFACTORY ANSWERS REGARDING THIS AGREEMENT, UNDERSTAND HIS/HER RESPECTIVE RIGHTS AND OBLIGATIONS UNDER IT, AND SIGNED IT OF HIS/HER OWN FREE WILL AND VOLITION.

By signing below, I am agreeing to enroll in Practice and the terms of this Agreement as detailed above.

#### **PATIENT**

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

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

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

#### **PRACTICE**

Signature   
Blake E. Hansen DO  
Owner, Simplified Health DPC

## Schedule A

**1. Medical Services.** As used in this Agreement, the term Medical Services shall mean those medical services that the Physician is permitted to perform under the laws of the State of Arkansas and that are consistent with his training and experience as a family medicine physician, as the case may be. The patient shall also be entitled to the following:

Annual wellness examination and evaluation Telehealth

Visits

Illness/Injury Visits Chronic

Illness Follow up

In-office procedures (subject to change):

- EKG
- Joint injections
- Dermatology evaluation and management with biopsy if necessary
- Urgent Care needs with splinting, skin closures, CLIA waived point of care testing, incision, and drainage of problematic abscess
- Toenail avulsion procedure
- In-office lab blood draws with pricing quotes given to patients before the procedure

**2. Non-Medical, Personalized Services.** Simplified Health shall also provide the Patient with the following nonmedical services ("Non-Medical Services"):

**(a) Direct Access.** The patient shall have access to the Physician via telephone, instant messaging, and video chat. During the Physician's absence for vacations, continuing medical education, illness, emergencies, or days off, Simplified Health will attempt to redirect patient care needs to an appropriately licensed healthcare provider for assistance. Patients shall be given instructions as to how to contact such healthcare providers.

**(b) E-Mail Access.** The patient shall be given the Physician's e-mail address to which non-urgent communications can be addressed. Such communications shall be dealt with by the Physician or staff member of the Practice in a timely manner. The patient understands and agrees with the email standards as outlined in the above section (Email/Text Communication) and the internet should never be used to access medical care in the event of an emergency, or any situation that the Patient could reasonably expect may develop into an emergency. The patient agrees that in such situations when a Patient cannot speak to Physician immediately in person or by telephone, the Patient shall call 911 or the nearest emergency medical assistance provider, and follow the directions of emergency medical personnel.

**(c) No Wait or Minimal Wait for Appointments.** Every effort shall be made to assure that the Patient is seen by the Physician promptly upon arriving for a scheduled office visit or after only a minimal wait. If the delay is foreseen, the Patient shall be contacted and advised of the projected wait time.

**(d) Same Day/Next Day Appointments.** When a Patient calls on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule an appointment with the Physician on the same day or by the next business day.

**(e) Specialists.** Simplified Health Physician shall coordinate with medical specialists to whom the Patient is referred to assist the Patient in obtaining specialty care. The patient understands that fees paid under this Agreement do not include and do not cover specialist fees or fees due to any medical professional other than the Simplified Health Physician.