

DIRECT PRIMARY CARE PATIENT AGREEMENT
Quill Health Direct Primary Care

This is an Agreement between Quill Health DPC, Inc. (Practice), a Las Vegas, Nevada Corporation/Clinic located at 2851 North Tenaya Way Suite 203. Jose Bacala, MD, (Physician) in his capacity as an agent of Quill Health DPC, Inc. and You _____ (**Patient**)

Background

The Physician practices family medicine and delivers care on behalf of Quill Health DPC, Las Vegas, Nevada. In exchange for certain fees paid by Patient, 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 <https://www.QuillHealthDPC.com>

Definitions

- 1. Patient.** Patient is defined as those persons for whom Physician shall provide Services, and who are signatories to 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 2. 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, attached. Applicable enrollment fees are payable upon execution of this agreement. These fees may change with time. Patient will be notified 30 days in advance of any fee changes.
- 4. Non-Participation in Insurance.** Patient acknowledges that neither Practice, nor Physician, participate in any health insurance or HMO plans. **Dr. Bacala is able to provide service for Medicare patients but patient will need to sign contract declaring that neither you nor our office will directly bill Medicare for our services.** Neither Practice nor Physician make any representations regarding third party insurance reimbursement of fees paid under this Agreement. Patient shall retain full and complete responsibility for any such determination.
- 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 health care 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.
- 6.** This Agreement is for ongoing primary care, and Patient may need to visit the emergency room or urgent care from time to time. Physician will make every effort to be available via phone, email, other methods such as "after hours" appointments when appropriate, but Physician cannot guarantee 24/7 availability
- 7. Disclaimer.** This agreement does not provide health insurance coverage, including the minimal essential coverage required by applicable federal law. It provides only the services described herein. It is recommended that health care insurance be obtained to cover medical services not provided for under this direct primary care agreement.

8. Term. This Agreement will commence on the date it is signed by 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. Patient may terminate the agreement with twenty-four hours prior notice, but Practice shall give thirty days prior written notice to Patient and shall provide Patient with a list of other practices in the community in a manner consistent with local patient abandonment laws.

Reasons Practice may terminate the agreement with the Patient may include but are not limited to:

- a. Patient fails to pay applicable fees owed pursuant to Appendix 1 per this Agreement;
- b. Patient has performed an act that constitutes fraud;
- c. Patient repeatedly fails to adhere to the recommended treatment plan, especially regarding the use of controlled substances;
- d. Patient is abusive, or presents an emotional or physical danger to the staff or other patients;
- 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.
- g. Practice may also may terminate a Patient without cause as long as the termination is handled appropriately (without violating patient abandonment laws).

9. Privacy & Communications. You acknowledge that communications with Physician using e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communication. Practice will make an effort to secure all communications via passwords and other protective means and these will be discussed in an annually updated Health Insurance Portability and Accountability Act (HIPAA) "Risk Assessment." 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 Patient. If Patient initiates a conversation in which Patient discloses "Protected Health Information (PHI)" on one or more of these communication platforms, then Patient has authorized Practice to communicate with Patient regarding PHI in the same format.

10. 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 the provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.

11. 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 Services actually, rendered to Patient during the period of time for which the refunded fees were paid.

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

13. Jurisdiction. This Agreement shall be governed and constructed under the laws of the State of Nevada and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Practice address in Las Vegas, Nevada.

14. Patient Understandings

- a. This Agreement is for ongoing primary care and is not a medical insurance agreement.
- b. I do NOT have an emergent medical problem at this time.
- c. I am enrolling (myself and my family if applicable) in Practice voluntarily.
- d. I understand that I am enrolling in a membership-based practice that will bill me monthly.
- e. In the event of a medical emergency, I agree to call 911 first.
- f. I understand Physician at Quill Health DPC, Inc. will make every effort to be available but may not always be able to see me on a same-day basis. I may be referred to an urgent care for same-day service.
- g. I do NOT expect the practice to file or fight any third-party insurance claims on my behalf.
- h. This Agreement does not meet the individual insurance requirement of the Affordable Care Act.
- i. This Agreement is non-transferable.
- j. I do NOT expect the practice to prescribe chronic controlled substances on my behalf. (These include commonly abused opioid medications, benzodiazepines, and stimulants.)
- k. I do NOT expect the practice to prescribe hormonal birth control on my behalf.
- l. I understand failure to pay the membership fee will result in termination from Practice.

Patient Name _____ Date _____

Patient (or Guardian) Signature _____

Physician Name: Jose Bacala, MD

Physician Signature _____ Date _____

APPENDIX 1: Quill Health DPC Periodic Enrollment Fees

This Agreement is for ongoing primary care. This Agreement is not health insurance. Patient may need to use the care of specialists, ERs and/or urgent care centers that are outside of the scope of this Agreement. Physician within the Practice will make an appropriate determination about the scope of services offered by the Physician. Examples of conditions we treat, procedures we perform, and medications we prescribe are attached herein, listed on our website and are subject to change.

SFM Schedule:

Enrollment Fee - This is charged when Patient enrolls with Practice and is nonrefundable. If a patient discontinues membership and wishes to re-enroll in the practice, we reserve the right to decline re-enrollment or to require a re-enrollment fee.

Monthly Periodic Fee - This fee is for ongoing primary care services. We prefer that you schedule visits more than 24 hours in advance when possible. We do not provide walk-in urgent care services.

Enrollment fee: is \$100.00 + 1st month membership (depending on age) \$45/ \$85.00/ \$105.00 per individual/ or \$150 per family + 1st month membership

Ages 6-18 (with enrolled parent)	\$ 45 month
Ages 19 – 64	\$ 85 month
Ages 65 +	\$ 105 month
Family Plan (2 adults and 2 children, additional child \$ 30)	\$ 235 month

****Prices can change****

APPENDIX 2: Quill Health DPC Services

Ongoing Primary Care and In-Office Procedures - There are no fees for office visits. Some procedures have a nominal additional fee to cover the cost of supplies. These are detailed below and are subject to change.

Laboratory Studies - will be charged according to the low negotiated direct price.

Medications - will be ordered in the most cost-effective manner possible for Patient. Medications dispensed in the office are made available to Patient at wholesale cost plus with dispensing fee.

Pathology - studies will be ordered in the most economical manner possible. Anticipated prices for these studies will be discussed prior to being charged.

Surgery and Specialist Consults will be ordered in the most cost-effective manner possible for Patient.

Vaccinations – Quill Health is not able to provide vaccinations to our members at this time. We will refer all patients to The Department of Public Health for vaccinations if needed.

After-Hours Visits - There is no guarantee of after-hours availability. This agreement is for ongoing primary care, not emergency or urgent care. Physician will make reasonable efforts to see you and be available electronically as needed after hours if your Physician is available.

Acceptance of Patients - We reserve the right to accept or decline patients based upon our capability to appropriately handle the patient's needs. We may decline new patients pursuant to the guidelines proffered in Section 7 (Term), because Physician's panel of patients is full or because a Patient requires medical care not within Physician's scope of services.

Hospital Services are not covered with membership.

Obstetric Services – Dr. Bacala does not do obstetric care, will refer, or recommend capable physician.

APPENDIX 3: Quill Health DPC Provider Availability

Quill Health DPC will make every effort to avail the services of our clinic to its members at the time of medical need. This includes after-hours and weekend access to Dr. Bacala by phone for medical advice and treatment when appropriate. Dr. Bacala will endeavor to respond to urgent phone messages within one - four hours, and to return non-urgent messages within one business day. Quill Health DPC will make every effort to provide same day or next day appointments as medically necessary for member needs. Additionally, Dr. Bacala is able to make home visits for members when appropriate with a convenience fee of (\$ 150).

While we are able to provide extensive services which are usually associated with urgent care, it should be understood that Quill Health DPC has regular office hours and that outside of these hours Dr. Bacala will not always be physically available for care. Medical care is provided by appointment only; "walk-in" care is not available.

Dr. Bacala will take scheduled vacations and attend medical conferences several times per year. Dr. Bacala also does medical missions in underserved countries during the year as well. Members will be notified of Dr. Bacala's absence if he is away for 5 days or more in advance by email; during these times, members will need to seek care elsewhere as necessary or by covering provider if available.

Thank you for trusting Dr. Bacala and Quill Health DPC to care for your family's health.

Quill Health Direct Primary Care

Date: _____
Name: _____
DOB: _____ Sex: _____ Phone: _____
Address: _____ City: _____
State: _____ Zip Code: _____
Contact Person (emergency): _____ Relationship: _____
Phone: _____
Email: _____
Pharmacy: _____
Allergies: _____

I, _____ authorize Quill Health to automatically draw monthly membership fee of (\$ 45 / \$ 85 / \$ 105) per month and will submit in writing when draw are no longer required.

Print Name: _____

Signature: _____

Date: _____

I am signing up for membership at Quill Health Direct Primary Care. This is a membership base clinic. Dr. Bacala does not bill third parties (Government or Private Health Insurance) from this clinic.

_____ I do not have any other Health plan.

_____ I currently have _____ Policy Number _____

**I am not receiving the services I need, so I am paying Dr. Bacala directly. He will not bill my insurance for his consultations. Initials_____

Rules of membership.

- Enrollment fee of (\$ 100 + 1st Month membership) and then monthly fee of (\$ 45 / \$ 85 / \$ 105 / Other)
- There are no commitments, you can cancel if needed but let us know 30 days in advance.
- If you decide to become a member again, you must pay the Enrollment fee again.
- Quill Health reserves the right to change membership prices anytime with a one-month prior written notice to you.

If you understand the above:

Print Name: _____

Signature: _____