DIRECT PRIMARY CARE PATIENT AGREEMENT

Dougherty MD, PLLC. This is an Agreement between Dougherty MD, PLLC (Practice​), a Pennsylvania LLC located at 4284 William Flinn Hwy, Suite 102, Allison Park, PA 15101, and You (Patient​).

Background: Lela E. Dougherty, MD (Physician​) practices family medicine and delivers care on behalf of Dougherty MD, PLLC in Allison Park, PA. In exchange for certain fees paid by Patient, Dougherty MD, PLLC, 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://familymattersdpc.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 such primary care services, both medical and non-medical and certain amenities (collectively Services), which are offered by Practice, and set forth in Appendix 1. 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 be modified from time to time in accordance with Appendix 1. Patient’s credit card will be billed on the first of every month. In the event that the credit card is declined, there will be a 5 day grace period. If payment is not received within 5 days from the due date, i.e the 6th of the month, Practice will notify Patient through Patient’s given contact information and will charge a $25 late fee. If the payment and late fee are not received after 30 days beyond the original due date, that will be cause for dismissal from the Practice. Patient will be notified 90 days in advance of any fee changes.  Any additional fees or expenses (such as medications, lab tests, supplies, etc.) will be discussed in advance.  Payment of these additional fees will be due at the time of services (charged through your credit card on file with our electronic health record and billing platform).

4. Non-Participation in Insurance or Other Third Party Programs.​ Patient acknowledges that neither Practice, nor Physician, participate in any health insurance, HMO plans or any other private or governmental third party programs. Patient acknowledges that Physician is unable to care for any patient with a Medicare or Medicaid product and that the Patient does not now qualify for or carry Medicare coverage. 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. If Patient is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then Patient will need to seek care from another primary care physician. This Agreement acknowledges your understanding that Physician is unable to see any patient with any Medicare or Medicaid product. Patient agrees not to submit claims for any Services covered under this Agreement to Medicare or Medicaid.

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 does not cover hospital services, or any services not personally provided by Practice, or its Physician including but not limited to hospitalization, major surgery, dialysis, or rehabilitation services. 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 minimal essential coverage required by 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 only, 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 does not guarantee 24/7 availability. This agreement 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.

6. Term/Termination.​ This Agreement will commence on the date it is signed by Patient and Physician below and will extend monthly on the first of each month 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 30 (thirty) days written notice. Practice shall give 30 (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 applicable patient abandonment laws and regulations.

Reasons Practice may terminate the agreement with the Patient for cause 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; and/or (d) Patient is abusive or presents an emotional or physical danger to the staff or other patients. Practice may also terminate this agreement with Patient if Practice discontinues operation.

Practice has a right to determine whom to accept as a Patient, subject to applicable discrimination laws, just as a Patient has the right to choose his or her physician. Practice may also may terminate a Patient without cause as long as the termination is handled appropriately (without violating patient abandonment laws and regulations).

7. Privacy & Communications. ​ The secure Patient Portal is the preferred method of communication and is available to all registered patients of the practice. Patient acknowledges 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 only communicate with Patient using such methods with Patient’s consent. Practice will make an effort to secure all communications via passwords and other protective means. This may mean that conversations over certain communication platforms, such as the Patient Portal, 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 unless Patient instructs Practice otherwise.

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 the 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 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 constructed under the laws of the Commonwealth of Pennsylvania and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for 4284 William Flinn Hwy., Suite 102, Allison Park, PA 15101.

12. Acceptance of Patients. Practice reserves the right to accept or decline patients based upon its capability to appropriately handle Patient’s needs, subject to applicable discrimination laws. Practice 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.

13. 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.

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

\_\_\_\_ I understand that I am enrolling in an enrollment-based practice that will bill me monthly (or annually as applicable).

\_\_\_\_ In the event of a medical emergency, I agree to call 911 first.

\_\_\_\_ I understand that Dr. Dougherty 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.

\_\_\_\_ I do NOT expect the practice to file or dispute any third-party insurance claims on my behalf.

\_\_\_\_ This Agreement does not meet the individual insurance requirement of the Affordable Care Act.

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

\_\_\_\_ I do NOT expect the practice to prescribe chronic controlled substances on my behalf. (These include commonly abused opioid medications, benzodiazepines, and stimulants.)

\_\_\_\_ I understand failure to pay the monthly fee will result in termination from Practice.

\_\_\_\_ I understand that the practice does not offer walk-in appointments and that I should request appointments at least 24 hours in advance if possible.

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

Patient Name (printed):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Signature by: [ ] Patient [ ] Parent [ ] Legal Guardian

APPENDIX 1: Dougherty MD Enrollment and Periodic Fees and Services

Examples of conditions treated, procedures performed, and medications prescribed are attached at the end of this Appendix, listed on the website and are subject to change.

Family Matters Direct Primary Care Fee Schedule:

**Enrollment Fee - $100.00**, charged when Patient enrolls with Practice and is nonrefundable.  Maximum enrollment fee per household is $200.00 when all family members are enrolled simultaneously.

**Re-Enrollment Fee - $200.00**, charged if Patient discontinues relationship with the practice and later wishes to re-enroll with the practice. Practice reserves the right to decline a re-enrollment.

Monthly Fee - Dependent on category (see below).  This fee is for ongoing primary care services and is paid whether or not any contact occurs with the office within any given month. Practice prefers that Patient schedules visits more than 24 hours in advance when possible. Practice does not provide walk-in urgent care services.

* **$68 per month for adults and children**
* **$38 per month for children age 0-18 years old with associated parent/guardian membership**
* **$38 per month for adults age 19-26 years old who are full-time students (with valid ID) with associated parent/guardian membership**

Included Services:

Ongoing Primary Care and In-Office Procedures - There are no additional fees or copays 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.

After-Hours Visits and Home Visits - Physician will make reasonable effort to be available in person, by phone, or electronically for urgent matters that do not require an ER visit.  There is no guarantee of after-hours availability. Home visits within a 5 mile radius of the office are $50; between 5-10 miles is $75.

Laboratory Studies (such as bloodwork or urine testing) - will be charged according to Practice’s negotiated direct price plus a small markup.

Medications - will be ordered in the most cost-effective manner possible for Patient if desired. Medications dispensed in the office are made available to Patient at wholesale cost plus a small markup.

Pathology (such as PAP smear or skin biopsy) - studies will be ordered in the most economical manner possible cash or through patient’s insurance. Patient (or patient’s insurer) will be responsible for all laboratory and pathology charges.

Services that are NOT included in enrollment:

Surgery and Specialist Consults.  However, Practice will attempt to recommend specialty services in the most cost-effective manner possible for Patient.

Vaccinations are offered through our partnership with Vaxcare which provides vaccinations for the practice and bills the patients’ insurance separately. For this reason, patient insurance information and demographics may be supplied to Vaxcare as necessitated for insurance billing and collections.

Hospital Services and Obstetric Services are NOT a part of our services. Physician may pay a social visit if requested by Patient or a representative if Patient is hospitalized but Physician will be unable to write orders. Physician does not maintain admitting privileges at any hospital.

Enrollment Benefits

* Direct access to Physician via email, phone, text, and/or e-visit
* Discounted medications and labs
* Extended 30-60 minute appointments
* Urgent visits when necessary
* Access to our online Patient Portal

All included in the monthly fee:

* Office visits with no copay
* Annual wellness visits
* Chronic disease management
* Pre-operative physicals
* Contraception management
* Well woman visits
* Wellness & weight loss counseling
* Urgent and sick visits (same or next day subject to doctor availability)
* House calls (subject to doctor availability and patient residence location)
* Sports physicals
* Inpatient and Outpatient care coordination
* Driver's license physicals
* CDL physicals
* School physicals

In-Office Procedures

* Nebulizer treatments
* Cryotherapy of skin lesions (wart removal, etc)
* Skin/lesion biopsy (+pathology fee)
* Peak flow testing
* Simple laceration repair
* Ear cleaning/irrigation
* Pap smears (+pathology fee)
* Urinalysis
* Rapid strep testing
* Urine pregnancy testing
* Skin tag removal
* Glucose testing
* Incision & drainage of abscesses and boils
* Pulse oximetry
* Trigger point and joint injections (+ cost of medication)

APPENDIX 2: Patient Rights and Responsibilities

• I agree to disclose all information relating to my health condition(s) and to actively collaborate with my healthcare provider to understand my treatment options and develop the best course of action.
• I understand that my enrollment in Dougherty MD a commitment to my ongoing health and wellness. I agree to commit to those plans for my medical care which have been agreed upon by me and my provider.
• I understand that I will be forthright with regard to my prescription and over-the-counter medications and my use of them.
• I understand that it is my responsibility to inform Dougherty MD of any changes to my credit/debit card or bank account information.
• I understand that it is my responsibility to ensure that Dougherty MD has correct contact information (e.g. mailing address, phone) for my account.
• I agree to arrive on time for my appointment. If I do not arrive on time, my provider may not be able to spend as much time with me as I may need. In addition, I agree to call Dougherty MD at least 24 hours before an appointment if I need to cancel so that other patients can use my visit time.
• I understand that I have the right to receive accurate and easily understood information about Family Matters DPC healthcare services, healthcare professionals, and health care facilities.
• I understand that I have the right to speak in confidence with my provider and to have my healthcare information protected. I understand that Dougherty MD will not disclose my information without my authorization or without a legal obligation to do so.

• I understand that the monthly fee is intended to cover Dougherty MD provider’s availability to provide services as well as the individual services provided and that the monthly fee is due for months under the Patient Agreement even if I do not communicate with Dougherty MD providers or see them during a particular month.
• I understand that I am responsible for all bills associated with services provided outside the direct agreement for primary care services, including but not limited to lab fees and medications.
• In the event I wish to cancel my enrollment, I understand that I must notify Dougherty MD in writing of my intent to cancel and give 30 days notice. Notice by email to drdougherty@familymattersdpc.com or admin@familymattersdpc.com is sufficient. Any difference between the date of cancellation and the end of my monthly billing cycle will be refunded to me via the payment method I have chosen for my monthly fee. If my account is overdue, I am responsible for resolving the outstanding balance prior to my service cancellation.
• I understand that if I am dissatisfied for any reason, I agree to first bring issues to the attention of Dougherty MD.

By my signature below, I agree to become a Dougherty MD patient and I agree to the terms outlined in this Patient Agreement. Parents or guardians of patients under age 18 may sign on their behalf as their representative, except to the extent an individual under age 18 is permitted to authorize his or her own medical care under applicable Pennsylvania law. A separate registration must be completed for each patient in a family. This Patient Agreement will become effective when fully signed by the prospective Patient and accepted by Dougherty MD, PLLC.

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

Patient Name (printed):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature by: [ ] Patient [ ] Parent [ ] Legal Guardian