



Retainer Medical Agreement

Oregon Department of Consumer and Business Services required notice:



Neither Deschutes Family Care nor direct primary care are insurance. The practice provides only the defined scope of primary care services specified in the retainer medical agreement. It is the responsibility of the patient to pay for all services not specified in the retainer medical agreement. No insurance billing is allowed by the practice, patient, or third party for primary care services received as part of the retainer medical agreement. The Department of Consumer and Business Services issued a certification to this practice. You can contact consumer advocates at the Department of Consumer and Business Services at (888) 877-4894, dcbs.inmail@state.or.us, or insurance.oregon.gov. May cancel at anytime and will be refunded for any services not provided. Fees are charged on a monthly basis. A list of comprehensive outpatient family medicine services and fees are attached in appendix 1.

Deschutes Family Care

This is an Agreement between Deschutes Family Care, an Oregon LLC, located at 1345 NW Wall Street Suite 302, Bend OR 97703 (DFC), Mark E. Gonsky, D.O. (Physician) in capacity as an agent of Deschutes Family Care, and you, (Patient(s)).

Date: _____

Background

The Physician, who specializes in family medicine, delivers care on behalf of Deschutes Family Care, at the address set forth above. In exchange for certain fees paid by You, Deschutes Family Care, through its Physician, agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

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.



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2. Services. As used in this Agreement, the term Services, shall mean a package of services, both medical and non-Medical, and certain amenities (collectively “Services”), which are offered by Deschutes Family Care, and set forth in Appendix 1.

3. 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. It will not cover hospital services, or any services not personally provided by Deschutes Family Care, or its Physicians and patient is responsible for payment of services not listed in this Agreement. Patient acknowledges that Deschutes Family Care 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, and this Agreement is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry.

4. Fees. In exchange for the services described herein, Patient agrees to pay Deschutes Family Care, the amount as set forth in Appendix 1, attached. This fee is payable upon execution of this agreement, and is in payment for the services provided to Patient during the term of this Agreement. If this Agreement is cancelled by either party before the agreement termination date, then Deschutes Family Care shall refund the Patient’s prorated share of the original payment, remaining after deducting individual charges for services rendered to Patient up to cancellation.

5. Terms. This agreement shall commence on the date signed by the parties below and shall continue for a period of one month, automatically renewed.

6. Non-Participation in Insurance. Patient acknowledges that for this Agreement neither Deschutes Family Care, nor the Physician, nor the Patient may submit billing to any health insurance. Neither of the above make any representations whatsoever that any fees paid under this Agreement are covered by your health insurance or other third party payment plans applicable to the Patient. The Patient shall retain full and complete responsibility for any such determination.

7. Term; Termination. This Agreement will commence on the date first signed below and will extend monthly thereafter. Notwithstanding the above, both Patient and Deschutes Family Care shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination, upon giving 30 days prior written notice to the other party. 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.

8. Communications. You acknowledge that communications with the Physician using e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. As such, You expressly waive the Physician’s



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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. **In the event of an emergency, or a situation in which the member could reasonably expect to develop into an emergency, Member shall call 911 or go to the nearest Emergency room, and follow the directions of emergency personnel.**

By providing Patient's e-mail address, Patient authorizes Deschutes Family Care, and its Physicians to communicate with Patient by e-mail regarding 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 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) Although and the Physician will make all reasonable efforts to keep e-mail communications confidential and secure, neither Deschutes Family Care, nor the Physician can assure or guarantee the absolute confidentiality of e-mail communications;
- (c) In the discretion of the Physician, e-mail communications may be made a part of Patient's permanent medical record; and,
- (d) Patient understands and agrees that e-mail is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information.**

If Patient does not receive a response to an e-mail message within one day, Patient agrees to use another means of communication to contact the Physician. Neither Deschutes Family Care, nor the Physician will be liable to Patient for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to 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 messages, (iii) failure of the Practice's computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of e-mail communications by a third party; or (v) your failure to comply with the guidelines regarding use of e-mail communications set forth in this paragraph.

9. Change of Law. If there is a change of any law, regulation or rule, federal, state or local, which affects the Agreement including these Terms & Conditions, which are incorporated by reference in the Agreement, or the activities of either party under the Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights, obligations or operations associated with the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the



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terms of the Agreement including these Terms & Conditions. If the parties are unable to reach an agreement concerning the modification of the Agreement within forty-five days after of date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.

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

11. Reimbursement for services rendered. If this Agreement is held to be invalid for any reason, and if Deschutes Family Care is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay Deschutes Family Care an amount equal to the reasonable value of the Services actually rendered to Patient during the period of time for which the refunded fees were paid.

12. Amendment. No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, the Physician may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation (“Applicable Law”) by sending You 30 days advance written notice of any such change. Any such changes are incorporated by reference into this Agreement without the need for signature by the parties and are effective as of the date established by Deschutes Family Care, except that Patient shall initial any such change at Deschutes Family Care’ request. Moreover, if Applicable Law requires this Agreement to contain provisions that are not expressly set forth in this Agreement, then, to the extent necessary, such provisions shall be incorporated by reference into this Agreement and shall be deemed a part of this Agreement as though they had been expressly set forth in this Agreement.

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

14. Relationship of Parties. Patient and the Physician intend and agree that the Physician, in performing his duties under this Agreement, is an independent contractor, as defined by the guidelines promulgated by the United States Internal Revenue Service and/or the United States Department of Labor, and the Physician shall have exclusive control of his work and the manner in which it is performed.

15. Legal Significance. Patient acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Patient also acknowledges having had a reasonable time to seek legal advice regarding the Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of the Agreement.



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16. Miscellaneous; This Agreement shall be construed without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. Captions in this Agreement are used for convenience only and shall not limit, broaden, or qualify the text.

17. Entire Agreement: This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter of this Agreement.

18. Jurisdiction: This Agreement shall be governed and construed under the laws of the State of Oregon and All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Deschutes Family Care’s address in Bend, Oregon.

19. Service. All written notices are deemed served if sent to the address of the Patient by first class U.S. mail.



Appendix 1

Services and Payment Terms

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 Oregon and that are consistent with providers training and experience as an American Osteopathic Board of Family Physicians (AOBFP) certified family medicine physician, as the case may be. The attached **Patient Services** table summarizes the included services.

2. Non-Medical, Personalized Services. Deschutes Family Care shall also provide Patient with the following non-medical services (“Non-Medical Services”):

(a) 24/7 Access. Patient shall have access to the Physician via messaging and email. Patient shall also have direct telephone access to the Physician on a twenty-four hour per day, seven day per week basis. Patient shall be given a phone number where patient may reach the Physician directly around the clock. Patient will call 911 in event of emergency.

The Physician may from time to time, due to continuing medical education events, vacations, sick days, and other similar situations, not be available to provide the services referred to in section 1 & 2. During such times, Patient’s calls to the Physician, or to the Physician’s office, will be directed to a provider who is “covering” for the Physician during the absence. Deschutes Family Care will make every effort to arrange for coverage but can not guarantee such coverage, especially if significant snow fall or similar acts of nature.



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(b) E-Mail Access. 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. Patient understands and agrees that email and the internet should never be used to access medical care in the event of an emergency, or any situation that Patient could reasonably expect may develop into an emergency. Patient agrees that in such emergency situations the Patient shall call 911 or present to the nearest emergency medical assistance provider, and follow the directions of emergency medical personnel.

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

(d) Same Day/Next Day Appointments. When Patient contacts the Physician prior to noon 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. If the patient contacts the Physician after noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule Patient's appointment with the Physician on the following normal office day. In any event, however, Deschutes Family Care shall make every reasonable effort to schedule an appointment for the Patient on the same day that the request is made.

(e) Home or Office Visits. Patient may request that the Physician see Patient in Patient's home or office, and in situations where the Physician considers such a visit reasonably necessary and appropriate, he will make every reasonable effort to comply with Patient's request.

(f) Visitors. Family and friends temporarily visiting a Patient from out of town may, for a two-week period, take advantage of the services described in subparagraphs (a), (c), and (d) of this paragraph. Services rendered to Patient's visitors may be billed to visitors insurance.

(g) Specialists. Deschutes Family Care Physicians shall coordinate with medical specialists to whom Patient is referred to assist Patient in obtaining specialty care. Patient understands that fees paid under this Agreement do not include and do not cover specialists fees or fees due to any medical professional other than the Deschutes Family Care Physician.



<u>Fees</u>	
Adult	\$60/month
Children of Member (18 y.o. and under)	\$10/month
Re-enrollment Fee (non-refundable)	\$100 per patient
Initial Intake and Chart Build	Free
<u>Services</u>	
Office Visit	Included
Wellness Visit / Physical	Included
Well Child Check / Sports Physical	Included
House Call / Home Visit (local)	Included
Travel Medicine Consult	Included
Osteopathic Manipulative Treatment (OMT)	Included
Coordination of Care with Specialist	Included
Phone, Email, Text, and Electronic Communication	Included
<u>Procedures</u>	
Skin Lesion Excision and Biopsy (pathology fees <u>not</u> included**)	Included**
Benign Skin Lesion Removal/Destruction (wart, skin tag, and other)	Included
Suture Minor Uncomplicated Wound	Included
Joint, Bursa, and Trigger Point Injection	Included
EKG (cardiac test)	Included
Nebulizer Treatment (albuterol or similar)	Included
Spirometry (lung function test)	Included
Pap Smear (cervical cancer screening test)	Included
Birth Control Implant Insertion/Removal Nexplanon/Implanon (device not included)	Insertion: At Cost of Device Removal: Included
IUD Removal (remove contraceptive device)	Included
Ear Lavage (ear wax removal)	Included
Ingrown Toenail Removal	Included
Vaccines/Immunizations	At Cost
<u>Labs</u>	
Urinalysis (urine dip)	Included
Urine Pregnancy Test	Included
Rapid Strep (strep throat test)	Included
Mono Spot Test (mono test)	Included
Glucose (blood sugar)	Included
Fecal Occult Blood (colon cancer screening)	Included
**Send Out Labs and Pathology	At Cost <u>or</u> Lab/Pathology May Bill Your Insurance

Patient(s) Name

Date of Birth

Patient/guarantor Signature

Date

Physician, Deschutes Family Care, LLC

Date