

CEDAR VALLEY

Primary Access

Patient Agreement Cedar Valley Primary Access

This is an Agreement entered into on _____, 20____, between Cedar Valley Primary Access, a department of Cedar Valley Medical Specialists, P.C., and Patient _____.

Background

Cedar Valley Primary Access is a Direct Pay Primary Care Practice (DPC), which delivers primary care services through the Medical Providers at Kettman Family Medicine Clinic at 110 Plaza Circle, Suite A, Waterloo, IA 50701. In exchange for certain fees (Appendix C), CLINIC agrees to provide You with the Services described in this Agreement on the terms and conditions contained in this Agreement.

Definitions

- 1. Patient.** In this Agreement, the terms “Patient,” “You,” and “Your” mean the persons to whom the Medical Providers shall provide care, and who have signed this Agreement or are listed on the document attached as Appendix B, which is a part of this Agreement.
- 2. Clinic.** In this Agreement, the terms “Clinic,” “Us,” and “We” mean the Primary Care Practice, a department of Cedar Valley Medical Specialists, P.C., that delivers primary care services through the Primary Care Providers at 110 Plaza Circle, Suite A, Waterloo, IA 50701.
- 3. Services.** In this Agreement, the term “Services” means the collection of services offered to You by Us in this Agreement. These Services are listed in Appendix A(1), which is attached and a part of this Agreement.

Agreement

NOTICE: THIS AGREEMENT DOES NOT CONSTITUTE INSURANCE, IS NOT A MEDICAL PLAN THAT PROVIDES HEALTH INSURANCE COVERAGE FOR PURPOSES OF THE FEDERAL PATIENT PROTECTION AND AFFORDABLE CARE ACT, AND COVERS ONLY LIMITED, ROUTINE HEALTH CARE SERVICES AS DESIGNATED IN THIS AGREEMENT.

- 1. Term.** This Agreement will last for one year, starting on _____.
- 2. Renewal.** The Agreement will automatically renew each year on the anniversary date of the Agreement, unless either party cancels the Agreement by giving written cancellation notice.
- 3. Termination.** Regardless of anything written above, You always have the right to cancel this Agreement. Either party can end this Agreement at any time by giving the other party prior written notice. Written notices are deemed served if delivered to the address of the party written above or appearing in Appendix B by First-Class Mail or by submitting your notice at www.CVPrimaryAccess.com.
- 4. Payments and Refunds – Amount and Methods.** In exchange for the Services (see Appendix A), You agree to pay Us a monthly fee in the amount that appears in Appendix C, which is attached and is part of this Agreement.
 - a) This monthly fee is payable on a prorated basis when You sign the Agreement, and is due on the first business day of each month thereafter.
 - b) The Parties agree that the required method of monthly payment shall be by automatic payment through a debit or credit card or ACH bank payment.
 - c) There will be no refund given if You cancel the Agreement. If Agreement is canceled by Us, a refund for the current month’s charges will be given.

5. This Is Not Health Insurance. This Agreement is not an insurance plan or a substitute for health insurance. You understand that this Agreement does not replace any existing or future health insurance or health plan coverage that You may carry. You understand that Your health insurance will not be billed for the Services provided in Appendix A under this Agreement. The Agreement does not include hospital services, or any services not personally provided by the Clinic or its employees. HSA and Flexible Spending Accounts may not be used to pay for the monthly fee for Services provided under this Agreement. However, additional charges for medical care received by a concierge doctor are eligible for reimbursement with a Flexible Spending Account (FSA), Health Savings Account (HSA), or a Health Reimbursement Arrangement (HRA).

6. Controlled Substances. Patients are required to adhere to the Pain Contract entered into between Patient and Clinic when prescribed controlled substances. This Agreement does not interfere with the terms and conditions of the Pain Contract. If Patient is terminated from Clinic for non-adherence to the Pain Contract, this Agreement will also end. If there are any inconsistencies between this Agreement and the Pain Contract, the Pain Contract controls.

7. Communications. Although Clinic shall comply with HIPAA privacy requirements, communications with Us using e-mail, text message (text), Private Message (PM), Direct Message (DM), video chat, and other forms of electronic communication can never be absolutely guaranteed to be secure or confidential methods of communication. As such, **Patient expressly waives the Clinic's obligation to guarantee confidentiality with respect to the above means of communication.**

By providing an e-mail address on the attached Appendix B and/or during online enrollment, the Patient authorizes the Clinic and its Primary Care Providers to communicate with You by e-mail regarding the Patient's Protected Health Information (PHI). The Patient further acknowledges that:

(a) Communications with Us using e-mail, text, PM, DM, video chat, and other forms of electronic communication are not necessarily a secure medium for sending or receiving PHI and there is always a possibility that a third party may gain access. If You use text, e-mail, or some other form of PM, DM, or video chat to communicate Your PHI, it will be considered as Your authorization for Clinic to communicate with You through those means.

(b) Although the Clinic will make all reasonable efforts to keep e-mail, text, PM, DM, and video chat communications confidential and secure, neither the Clinic nor its Providers can assure or guarantee the absolute confidentiality of e-mail, text, PM, DM, and video chat communications;

(c) In the Primary Care Provider's medical judgment, e-mail, text, PM, DM, and video chat communications may be made a part of Patient's permanent medical record; and

(d) You understand and agree that e-mail, text, PM, DM, and video chat are not appropriate means of communication in an emergency or for time-sensitive medical problems.

In an emergency, or a situation that You could reasonably expect to develop into an emergency, You understand and agree to call 911 or the nearest emergency department, and follow the directions of emergency personnel.

(e) E-mail Usage. The Primary Care Providers check e-mail frequently on weekdays during business hours. If You do not receive a response to an e-mail message by the next business day, You agree that you will contact Clinic by telephone or other means.

(f) Technical Failure. Neither the Clinic nor its Primary Care Providers will be liable for any loss, injury, or expense arising from a delay in responding to Patient when that delay is caused by technical failure. Examples of technical failures include, but are not limited to, the following: (i) failures caused by an internet service provider; (ii) power outages; (iii) failure of electronic messaging software or e-mail provider; (iv) failure of the Clinic's computers or computer network, or faulty telephone or cable data transmission; (v) any interception of e-mail communications by a third party which is unauthorized by the Clinic; or (vi) Patient failure to comply with the guidelines for use of e-mail described in this Agreement.

8. Clinic Absence. Due to an emergency or unavoidable circumstance, there may be times when the Clinic may be temporarily unavailable to provide the services referred to in Appendix A. In the event of the Clinic absence, You will be given the name and telephone number of an appropriate provider to contact. Any treatment rendered by a non-Clinic substitute provider is not covered under this contract but may be submitted to Patient's health plan.

9. Change of Law. If there is a change of any relevant law, regulation, or rule—federal, state, or local—which affects the terms of this Agreement, the parties agree to amend this Agreement to comply with the law.

10. Severability. If any part of this Agreement is considered legally invalid or unenforceable by a court of competent jurisdiction, that part will be amended to the extent necessary to be enforceable, and the remainder of the contract will stay in force as originally written.

11. Amendment. No amendment of this Agreement shall be binding on either party unless it is in writing and signed by the parties against whom enforcement is sought, except for amendments made in compliance with Section 9 above.

12. Assignment. This Agreement, and any rights You may have under it, may not be assigned or transferred by You to another person.

13. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the Primary Care Services referred to in this Agreement and replaces any earlier understandings and agreements, whether they are written or oral, as to these services.

14. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Iowa. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction in Black Hawk County, Iowa.

_____ Primary Access Provider Signature	_____ Date	_____ Patient Signature	_____ Date
_____ Primary Access Provider Signature	_____ Date	_____ Patient Signature	_____ Date

Appendix A

Services

1. Medical Services.* Medical Services under this Agreement are those medical services that the Clinic is permitted to perform under the laws of the State of Iowa, are consistent with Provider's training and experience, are usual and customary for a Primary Care Clinic to provide, and include the following:

- Acute and Non-acute Office Visits
- Chronic Disease Management
- Well-Woman Care/Pap Smear*
- Well-Baby Care
- Electrocardiogram (EKG)
- Blood Pressure Monitoring
- Diabetic Monitoring
- Breathing Treatments (nebulizer or inhaler with spacer) **
- IUD Removals
- Urinalysis *
- Rapid Test for Strep Throat *
- Removal of Benign Skin Lesions/Warts *
- Simple Aspiration/Injection of Joint *
- Removal of Cerumen (Ear Wax)
- Wound Repair and Sutures *
- Abscess Incision and Drainage *
- Basic Vision Screening
- In the Physician's medical judgment, additional services may be offered for an additional fee.
- Drawing basic labs. Labs and testing that cannot be performed in-house will be offered at a discounted rate through select vendors.*
- The convenience of access to many commonly prescribed prescription medications at greatly reduced prices, dispensed on premises.**
- The Patient is also entitled to a personalized, annual in-depth Wellness Examination and Evaluation, which may include the following, as appropriate:
 - Detailed review of medical, family, and social history and update of medical record;
 - Personalized Health Risk Assessment utilizing current screening guidelines;
 - Preventative health counseling, which may include: weight management, smoking cessation, behavior modification, stress management, etc.;
 - Custom Wellness Plan to include recommendations for immunizations, additional screening tests/evaluations, fitness, and dietary plans;**
 - Complete physical exam and form completion as needed.

*Patient is responsible for all additional costs associated with any procedure such as laboratory testing and/or specimen analysis.

**Prescription medications and/or immunizations dispensed by the Clinic pharmacy are subject to an additional charge, for which the Patient is responsible.

2. Non-Medical, Personalized Services. Clinic shall also provide Patient with the following non-medical services (“Non-Medical Services”), which are complementary to our members in the course of care:

a. **After-Hours Access.** Patient shall have direct telephone access to the Clinic seven days per week. Patient shall be given a phone number where Patient may reach the Clinic directly for guidance regarding concerns that arise unexpectedly after office hours. Video chat may be utilized when the Provider and Patient agree that it is appropriate.

b. **E-Mail Access.** Patient shall be given the Clinic’s e-mail address to which non-urgent communications can be addressed. Such communications shall be dealt with by the Provider or staff member of Clinic in a timely manner. **Patient understands and agrees that e-mail 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 situations, when a Patient cannot speak to Clinic immediately in person or by telephone, that 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 Appointments.** Reasonable effort shall be made to ensure that Patient is seen by the Provider immediately upon arriving for a scheduled office visit or after only a minimal wait. If Clinic foresees a wait time, Patient shall be contacted and advised of the projected wait time.

d. **Same-Day/Next-Day Appointments.** When Patient calls or e-mails the Clinic on a normal office day, every reasonable effort shall be made to schedule an appointment with the Clinic on the same day or on the following normal office day.

f. **Specialists Coordination.** Clinic 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 Primary Care Providers at the Clinic.**

Appendix B

Patient Enrollment – Medical Agreement Form

Fees as set out below shall apply to the following Patient(s) who, by signing below, agree to the terms and conditions of the CEDAR VALLEY PRIMARY ACCESS Agreement Form.

_____	_____	_____
Print Name	Date of Birth (MM/DD/YYYY)	Age

Street Address, City, State, Zip		

Home Phone		

Cell Phone		

Preferred E-mail		

Spouse/Child/Children to Whom this Agreement Applies (i.e., those enrolling for care):

_____	_____	_____
Spouse's Name	Date of Birth (MM/DD/YYYY)	Age

Spouse's Home Phone		

Spouse's Cell Phone		

Spouse's Preferred E-mail		
_____	_____	_____
Child's Name	Date of Birth (MM/DD/YYYY)	Age

Child's Name	Date of Birth (MM/DD/YYYY)	Age

Child's Name	Date of Birth (MM/DD/YYYY)	Age

Child's Name	Date of Birth (MM/DD/YYYY)	Age

Preferred Payment Method*

Yearly (Credit/Debit Card)

Monthly (Credit/Debit Card)

* All patients must have a credit or debit card on file to cover the cost of membership and any incidentals not covered under the Agreement.

I certify that I have read, understand, and agree to the terms set forth in CEDAR VALLEY PRIMARY ACCESS Medical Agreement Form. I further certify that I have received a copy of this form.

Signature: _____ Date: _____

Appendix C
Fee Itemization

Selection	Monthly Cost	Annual Cost
Single	\$65	\$780
Spouse/Partner	\$100	\$1,200
Family (3 or more enrollees)	\$130	\$1,560

Enrollment Fee \$50 per account*

Re-enrollment Fee \$150 per account**

*Non-refundable fee.
**Should your membership lapse or be terminated, the re-enrollment fee must be paid for membership to become active.

One-time Enrollment Costs: \$ _____

Re-enrollment Fee (If Applicable) \$ _____

Prorate of Current Month \$ _____

Ongoing Monthly Cost \$ _____
(Deducted on the 1st of every month)

