

# DIRECT PRIMARY CARE PATIENT AGREEMENT

**Betten Integrative Medicine**  
**8191 Moorsbridge Road, Suite A**  
**Portage, MI 49024**

This is an Agreement between Betten Integrative Medicine (**Practice**), Karen L. Betten, MD (**Physician**), in her capacity as an agent of Betten Integrative Medicine, and you (**Patient**).

## **Background**

The Physician, practices family medicine and delivers care on behalf of Practice in Portage, MI. In exchange for certain fees paid by You, Practice, through its Physician(s), agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement. Additional information about the practice may be found at [www.drkarenbetten.com](http://www.drkarenbetten.com).

## **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.

**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 1. The 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.

**4. Non-Participation in Insurance.** Patient acknowledges that neither Practice, nor the Physician(s) participate in any health insurance or HMO plans. Physician(s) have opted out of Medicare. Patient acknowledges that federal regulations REQUIRE that Physician(s) opt out of Medicare so that Medicare patients may be seen by the Practice pursuant to this private direct primary care contract. Neither the Practice nor Physician(s) make any representations regarding third party insurance reimbursement of fees paid under this Agreement. The Patient shall retain full and complete responsibility for any such determination. If the Patient is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then Patient will sign the agreement. This agreement acknowledges your understanding that the Physician has opted out of Medicare, and as a result, Medicare cannot be billed for any services performed for you by the Physician. You agree not to bill Medicare or attempt Medicare reimbursement for any such services.

# DIRECT PRIMARY CARE PATIENT AGREEMENT

## Betten Integrative Medicine

**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(s). 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 healthcare 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. This Agreement is for ongoing primary care, and the Patient may need to visit the emergency room or urgent care from time to time. Physician will make every effort to be available at all times via phone, email, other methods such as “after hours” appointments when appropriate, but Physician cannot guarantee 24/7 availability.

**6. Term.** This Agreement will commence on the date it is signed by the 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. The Patient may terminate the agreement with signed written notice, but the Practice shall give thirty days prior written notice to the Patient and shall provide the patient with a list of other Practices in the community in a manner consistent with local patient abandonment laws. Unless previously terminated as set forth above, the Agreement will automatically renew for successive monthly terms upon the payment of the monthly fee. Examples of reasons the Practice may wish to terminate the agreement with the Patient may include but are not limited to:

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

**7. Privacy & 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. The 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.” The 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 the patient. If the Patient initiates a conversation in which the Patient discloses “Protected Health Information (PHI)” on one or more of these communication platforms then the Patient has authorized the Practice to communicate with the Patient regarding PHI in the same format.

# DIRECT PRIMARY CARE PATIENT AGREEMENT

## Betten Integrative Medicine

**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 that 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 the 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 construed under the laws of the State of Michigan and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the Practice address in Portage, MI.

### 12. 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.
- \_\_\_\_\_ In the event of a medical emergency, I agree to call 911 first.
- \_\_\_\_\_ I do NOT expect the practice to file or fight any third party insurance claims on my behalf.
- \_\_\_\_\_ In the event I have a complaint about the Practice, I will first notify the Practice directly.
- \_\_\_\_\_ This Agreement (without a “wrap around” compliant insurance policy) does not meet the individual insurance requirement of the Affordable Care Act.
- \_\_\_\_\_ I am enrolling myself (and my family if applicable) in the practice voluntarily.
- \_\_\_\_\_ I may receive a copy of this document upon request.
- \_\_\_\_\_ This Agreement is non-transferable.

Patient Name \_\_\_\_\_ DOB \_\_\_\_\_

Patient (or Guardian) Signature \_\_\_\_\_ Date \_\_\_\_\_

Physician Name     Karen L. Betten, MD    

Physician Signature \_\_\_\_\_ Date \_\_\_\_\_

# DIRECT PRIMARY CARE PATIENT AGREEMENT

## Betten Integrative Medicine

### APPENDIX 1

This Agreement is for ongoing primary care. This Agreement is NOT HEALTH INSURANCE and is NOT A HEALTH MAINTENANCE ORGANIZATION (HMO). The Patient may need to use the care of specialists, emergency rooms, and urgent care centers that are outside the scope of this Agreement. Each Physician within the Practice will make an appropriate determination about the scope of primary care services offered by the Physician. Examples of common conditions treated, procedures performed, and medications prescribed are listed on the office website and are subject to change.

Enrollment Fee – This is charged when the Patient enrolls with the Practice and is nonrefundable. This fee is subject to change. If a patient discontinues membership and wishes to re-enroll in the practice we reserve the right to decline re-enrollment or to require that the re-enrollment fee reflect an amount equivalent to the months of absent payments when dis-enrolled from the Practice.

Your Enrollment fee is \$200(waived for established patients).

#### Monthly Periodic

This fee is for ongoing primary care services. Seven scheduled visits per year are available to you at no additional cost. This includes a complete physical/wellness exam and 6 additional visits with Dr. Betten. Each scheduled visit over seven will be charged 50% the physician's hourly rate. We prefer that you schedule visits more than 24 hours in advance when possible.

The monthly periodic fee is \$70 per month per adult and \$25 per month per child 17 and under, if at least one parent is a DPC patient. \$150 a month maximum per family.

The periodic fee will be billed at the same time each month. The patient is entitled to leave the practice at any time with a signed written notice. It is the patient's responsibility to make sure the office has received this notice. Refunds will not be issued for the month already paid. Once the notice is received, the patient's account will remain active until the end of the current billing period.

#### After-Hours Visits

There is no guarantee of after-hours availability. This agreement is for ongoing primary care, not emergency or urgent care. Your physician will make reasonable efforts to see you 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 primary care needs. We may decline new patients pursuant to the guidelines proffered in Section 6 (Term), because the Physician's panel of patients is full (capped at 500 patients or fewer), or because the patient requires medical care not within the Physician's scope of services.