

**PATIENT AGREEMENT  
LIVEACTIVE PRIMARY CARE, PLLC**

This is an Agreement entered into on \_\_\_\_\_ 20\_\_\_\_, between LIVEACTIVE PRIMARY CARE, PLLC (Clinic, Us or We), and \_\_\_\_\_(Patient or You).

**Background**

The CLINIC is a Direct Pay primary care practice (DPC), which delivers primary care services located at 6650 West 110<sup>th</sup> Street, Suite 220, Overland Park, KS 66211. In exchange for certain fees, the 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, “Patient” means the persons for whom the Provider shall provide care, and who have signed this agreement or are listed on the document attached as Appendix 1, which is a part of this agreement.
- 2. Services.** In this Agreement, “Services”, means the collection of services, offered to you by US in this Agreement. These Services are listed in Appendix 1, which is part of this Agreement.

**Agreement**

- 3. Term.** This Agreement will last for one year, starting on the date which appears in this agreement in the first sentence, above.
- 4. Renewal.** The Agreement will automatically renew each year on the anniversary date of the agreement, unless either party cancels the Agreement by giving 30 days written cancellation notice.
- 5. Termination.** Regardless of the terms of this Agreement, You always have the right to cancel this agreement. Either party can end this agreement at any time by giving the other party 30 days written notice (see Item 6 below for details). Any violation of LiveActive Primary Care policies will result in IMMEDIATE termination of this agreement.
- 6. Amount and Method of Payment.** In exchange for the Services (listed in Appendix 1), You agree to pay Us, a monthly fee in the amount that appears in Appendix 2, which is part of this agreement. **This fee is payable when you sign the Agreement, and on the first business day of the month — through automatic credit card payment — every month thereafter. If this Agreement is cancelled by YOU or by US before the Agreement ends, WE will review your account, and depending on the circumstances, WE will settle your account in one of the following ways:**

- (a) This monthly fee is payable when you sign the Agreement, and on the first business day of each month thereafter.
- (b) The Parties agree that the required method of monthly payment shall be through either automatic payment through credit card or automatic deduction on a debit card.

(c) If this Agreement is cancelled by either party before the Agreement ends, We will review and settle your account as follows:

(i) Any patient who wishes to cancel their membership must give us a verbal or written 30 day notice. The patient is then responsible for their membership payment for one full month after they give their notice. This provides each patient the opportunity to refill any necessary medications, follow-up on any ongoing issues and to coordinate transition to their new PCP before their membership expires to ensure ongoing continuity of care.

(ii) If Value of the Services you received over the term of the Agreement, exceeds the amount You paid in membership fees, You shall reimburse the CLINIC in an amount equal to the difference between the value of the services received and amount You paid in membership fees over the term of the Agreement. The Parties agree that the value of the services is equal to the Clinic's usual and customary fee-for-service charges. A copy of these charges fees is available on request.

(d) An individual who was a previous member and left our clinic who would like to rejoin is responsible to pay one FULL-YEAR of membership at the time of their 1<sup>st</sup> visit. Any change to this policy is at the provider's discretion.

**7. Non-Participation in Insurance.** You acknowledge that neither the CLINIC, nor the Provider, participate in any health insurance or HMO plans or panels. Neither make any representations that the fees paid under this Agreement are covered by the Patient's health insurance or other third-party payment plans. It is the Patient's responsibility to determine whether reimbursement is available from a *private, non-governmental* insurance plan or HSA and to submit any required billing.

**8. Medicare.** You fully understand that the Provider will bill Medicare for all Medicare eligible services for Medicare subscribers. Any services that are not covered by Medicare are the responsibility of the Patient.

**9. This Is Not Health Insurance.** You acknowledge and agree that this Agreement is not an insurance plan or a substitute for health insurance. The Patient understands that this Agreement does replace any existing or future health insurance or health plan coverage that Patient may carry. The Agreement does not include hospital services, or any services not personally provided by the CLINIC, or its employees. The Patient acknowledges that the CLINIC has advised the patient to obtain or keep in full force, health insurance that will cover the Patient for healthcare not personally delivered by the CLINIC, and for hospitalizations and catastrophic events.

**10. Communications.** The Patient acknowledges that although Clinic shall comply with HIPAA privacy requirements, communications with the Provider using e-mail, facsimile, video chat, cell phone, texting, and other forms of electronic communication can never be absolutely guaranteed to be secure or confidential methods of communications. As such, Patient expressly waives the Provider's obligation to guarantee confidentiality with respect to the above means of communication. Patient further acknowledges that all such communications may become a part of the medical record.

By providing an e-mail address during the time of enrollment, the Patient authorizes the CLINIC, and its

Providers to communicate with him/her by e-mail regarding the Patient's "protected health information" (PHI). The Patient further 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 the Provider will make all reasonable efforts to keep e-mail communications confidential and secure, neither the CLINIC, nor the Provider can assure or guarantee the absolute confidentiality of e-mail communications.
- (c) At the discretion of the Provider, e-mail communications may be made a part of Patient's permanent medical record; and,
- (d) You understand and agree that e-mail is not an appropriate means of communication in an emergency, for time-sensitive problems, or for disclosing sensitive information. **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 room and follow the directions of emergency personnel.**
- (e) Email Usage. **If the You do not receive a response to an e-mail message within 48 hours, You agree that you will contact the Provider by telephone or other means.**
- (f) **Technical Failure.** Neither the CLINIC, nor the Provider 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 (i) failures caused by an internet or phone service provider, (ii) power outages, (iii) failure of electronic messaging or text service provider or software, or e-mail provider (iv) failure of the CLINIC's computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of e-mail communications by a third party which is unauthorized by the CLINIC; or (v) Patient failure to comply with the guidelines for use of e-mail described in this Agreement.

**11. 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.

**12. 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.

**13. Reimbursement for services rendered.** If this Agreement is held to be invalid for any reason, and the CLINIC is required to refund fees paid by You, You agree to pay the CLINIC an amount equal to the fair market value of the medical services You received during the time period for which the refunded fees were paid.

**14. Amendment.** No amendment of this Agreement shall be binding on a party unless it is in writing and signed by all the parties. Except for amendments made in compliance with Section 11, above.

**15. Assignment.** This Agreement, and any rights You may have under it, may not be assigned or

transferred by You.

**16. Legal Significance.** You acknowledge that this Agreement is a legal document and gives the parties certain rights and responsibilities. You also acknowledge that You have had a reasonable time to seek legal advice regarding the Agreement and have either chosen not to do so or have done so and are satisfied with the terms and conditions of the Agreement.

**17. Miscellaneous.** This Agreement shall be construed without regard to any rules requiring that it be construed against the party who drafted the Agreement. The headings & captions in this Agreement are used for convenience and shall not limit, broaden, or qualify the text.

**18. Entire Agreement.** This Agreement contains the entire agreement between the parties and replaces any earlier understandings and agreements whether they are written or oral.

**19. No Waiver. The parties agree in order to allow for the flexibility of certain terms of the Agreement.** Either You or the Clinic may choose to delay or even not enforce the other party's requirement or duty under this agreement (for example notice periods, payment terms, etc.). But doing so will not constitute a waiver of that duty or responsibility. The party will have the right to enforce such terms again at any time.

**20. Jurisdiction:** This Agreement shall be governed and construed under the laws of the State of Kansas. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the CLINIC in Overland Park, Kansas.

**21. SERVICE.** All written notices are deemed served if sent to the address of the party written above by first class U.S. mail.

The parties may have signed duplicate counterparts of this Agreement on the date first written above.

I fully reviewed and agree to the terms and conditions of this patient agreement with LiveActive Primary Care. I have also reviewed and understand the HIPAA policies. I understand that I can obtain a copy of this agreement and HIPAA policies upon request.

\_\_\_\_\_  
Signature of Patient/Guardian      Printed Name of Patient/Guardian

\_\_\_\_\_  
PROVIDER SIGNATURE      PROVIDER PRINTED NAME      DATE  
LIVEACTIVE PRIMARY CARE      LIVEACTIVE PRIMARY CARE

\_\_\_\_ Billing      \_\_\_\_ ROI form      \_\_\_\_ Emergency contacts  
\_\_\_\_ Member card      \_\_\_\_ Insurance card      \_\_\_\_\_ How did you hear?