



Molly Rutherford, MD, MPH
6225 W Hwy 146, Suite 1
Crestwood, KY 40014
502-565-6429

Patient Agreement Bluegrass Family Wellness, PLLC

This Patient Agreement (“Agreement”) is made and entered into between Bluegrass Family Wellness, PLLC, a Kentucky professional limited liability company, and _____ (“Patient”).

BACKGROUND

Bluegrass Family Wellness, PLLC is a Direct Primary Care Practice located at 6225 West Hwy 146, Suite 1, Crestwood, Kentucky 40014 that specializes in family medicine and caring for patients of all ages. In exchange for a fee paid by Patient, Bluegrass Family Wellness, PLLC, through its physician, Molly Rutherford, M.D., M.P.H., or “Physician”, agrees to provide Patient with the services described in this Agreement and under the terms and conditions set forth below.

TERMS

1. **Services.** This Agreement is for the package of services, both medical and non-medical, personalized services (collectively “Services”), which are offered by Bluegrass Family Wellness, PLLC, and set forth in Appendix A, attached hereto and incorporated herein by reference.
2. **Fees.**
 - (a) In exchange for the Services described herein, Patient agrees to pay Bluegrass Family Wellness, PLLC in accordance with the amounts set forth in Appendix B, attached hereto and incorporated herein by reference (“Service Fees”).
 - (b) The Service Fee is a monthly payment, with the initial Service Fee due upon execution of this Agreement. Patient will have the option of paying the Service Fee through automatic deductions from Patient’s bank account, by check, or by credit card. In addition to the monthly Service Fee, Patient will be subject to a one-time Enrollment Fee as described in Appendix B.
 - (c) If Patient chooses to pay a Service Fee for multiple months of Services in advance and elects to terminate the Agreement for any reason, then Bluegrass Family Wellness, PLLC shall refund Patient’s Services Fee for the unused month(s) following the termination of the Agreement. Patient will not receive a refund for partial months of Services. By way of example only, if Patient pays a Service Fee for April, May, and June and terminates this Agreement in the middle of May, Bluegrass Family Wellness, PLLC will refund Patient’s Service Fee for the month of June only.

3. **Term.** This Agreement will begin on the date signed by the parties below and will continue for a period of one (1) month. Thereafter, this Agreement will automatically renew for successive one (1) month terms upon the payment of the Service Fee prior to the first day of the next month, unless terminated by either party pursuant to Section 4 herein.
4. **Termination.** Patient and Bluegrass Family Wellness, PLLC have the right to terminate this Agreement at any time without cause upon thirty (30) days written notice to the non-terminating party.
5. **Non-Participation in Insurance.** Patient acknowledges that neither Bluegrass Family Wellness, PLLC nor Physician participate in any health insurance or HMO plans or panels. Patient also acknowledges that Physician has opted out of Medicare. Bluegrass Family Wellness, PLLC makes no representation that the Service Fee paid under this Agreement is covered by Patient's health insurance or other third party payment plans applicable to Patient. 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 shall sign Appendix C to this Agreement, attached hereto and incorporated by reference. Appendix C documents Patient's understanding that Physician has opted out of Medicare, and as a result, Medicare cannot be billed for any services performed for Patient by Physician. By signing Appendix C, Patient agrees not to bill Medicare or seek Medicare reimbursement for any such services provided by Bluegrass Family Wellness, PLLC.
6. **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). This Agreement does not cover hospital services, or any services not personally provided by Bluegrass Family Wellness, PLLC or Physician. Patient acknowledges that Bluegrass Family Wellness, PLLC has advised Patient to obtain or keep in full force such health insurance policies or plans that will cover the cost of health care services provided outside of this Agreement, including government-funded health plans.
7. **Communications.** Patient acknowledges that communications with the Physician using e-mail, facsimile, video conferencing, text messaging, and cell phones are not guaranteed to be secure or confidential methods of communication. As such, Patient expressly waives the Physician's obligation to guarantee confidentiality with respect to any correspondence using such means of communication. Patient further acknowledges that any such communications may become a part of Patient's medical record.

Patient authorizes Bluegrass Family Wellness, PLLC and its Physician 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 of 1996, or HIPAA, 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 the Physician will make all reasonable efforts to keep e-mail communications confidential and secure, neither Bluegrass Family Wellness, PLLC nor the Physician uses encryption services and cannot guarantee the absolute confidentiality of e-mail communications;

(c) At 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. **In the event of an emergency, or a situation in which the Patient could reasonably expect the situation to develop into an emergency, Patient shall call 911 or go to the nearest emergency department, and follow the directions of emergency personnel.**

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 Bluegrass Family Wellness, PLLC 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 Bluegrass Family Wellness, PLLC'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) Patient's failure to comply with the guidelines regarding use of e-mail communications set forth in this paragraph.

8. **Medical Emergencies.** Entering into this Agreement is not a substitute for calling 911 in the event of a medical emergency. In the event of a life-threatening medical emergency, Patient acknowledges that Patient should call 911 or go to the nearest emergency department.
9. **Amendment.** No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by Patient and Bluegrass Family Wellness, PLLC.
10. **Assignment.** This Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient.

- 11. **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.
- 12. **Jurisdiction.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Kentucky without reference to choice of law rules.

IN WITNESS WHEREOF, Physician and Patient have executed this Agreement as set forth below.

Bluegrass Family Wellness, PLLC

Patient or Patient’s Legal Guardian

 Signed

 Signed

 Printed

 Printed

 Date

 Address

 Date

Appendix A

Services

The Services offered in exchange for the monthly Service Fee include the following:

1. **Annual Physicals.** Patient shall be entitled to an annual in-depth wellness examination and evaluation performed by Physician. The annual examination and evaluation will be tailored to Patient's personal medical needs. A physical exam will be performed and appropriate tests will be ordered. Patient's annual exam may include the following:
 - (a) Health Risk Assessment
 - (b) Vision and Hearing Screening
 - (c) Pulmonary Function Testing
 - (d) EKG
 - (e) Comprehensive Lab Screening (some restrictions apply)
 - (f) Psychosocial Screening
 - (g) Custom Wellness Plan to Include Exercise and Dietary Plan
2. **In-Office Procedures.** If necessary, Patient shall also be entitled to certain in-office procedures performed by Physician, which shall include, but not be limited to, the following:
 - (a) EKG
 - (b) Urinalysis
 - (c) Strep test
 - (d) Flu test
 - (e) Routine labs (non-routine labs and imaging will be an additional cost but will be quoted to Patient prior to ordering)
 - (f) Skin biopsies (additional charges may apply but will be quoted to Patient prior to ordering)
 - (g) Joint injections (some restrictions apply)

This is not, nor is it intended to be, an exhaustive list of in-office procedures offered by Physician.

3. **Up to 5 Office Visits per month with Physician.** The Service Fee includes 5 in-person medical office visits monthly with Physician for medical services within Physician's scope as a board certified family practice physician.

4. **Non-Medical, Personalized Services.**

Enhanced Access to physician – The Service Fee shall include technology visits through which Patient may communicate with Physician via phone, e-mail, text, FaceTime or Skype. Patient shall have telephone access to Physician after hours, on weekends and on holidays. Specifically, Patient shall be given a phone number where patient may reach the Physician directly with the understanding that Physician usually responds within 2 hours, but under certain circumstances, response will be delayed (if physician is on an airplane, mowing the lawn, or similar circumstance prohibiting the use of a cell phone).

- (a) *Email Access* – Patient shall be given the Physician's e-mail address to which non-urgent communications may be sent. Such communication shall be dealt with by the Physician or staff member of the Practice 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 Physician immediately in person or by telephone, that Patient shall call 911 or the nearest emergency medical assistance provider, and follow the directions of the emergency medical personnel.
- (b) *Same or Next Day Appointments* – When Patient calls or emails Physician prior to noon on a week 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 Patient calls or emails Physician after noon on a weekday (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule Patient's appointment with the Physician on the following weekday.
- (c) *No Wait or Minimal Wait for Appointments* – Every effort shall be made to assure that Patient is seen by the Physician immediately upon arriving for scheduled office visit or after only a minimal wait. If Physician foresees a minimal wait, Patient shall be contacted and advised of the projected wait time.
- (d) *Home or Work-site Visits* – Patient may request that the Physician see Patient in Patient's home or office/work-site, and in situations where the Physician considers such a visit reasonably necessary and appropriate, she will make every reasonable effort to comply with Patient's request.

(e) *Visitors* – Family members of Patient who are temporarily from out of town may, for a two-week period, be seen by Physician for medical services within Physician's scope of practice. Medical services rendered to Patient's visitors shall be charged on a fee-for-service basis and are not included in the Services Fee. Family members who are Medicare beneficiaries must sign the Medicare Private Contract attached as Appendix C in order to be treated by Physician.

(f) *Wholesale Lab and Medication Costs* – The Practice will extend its wholesale prices for the cost of labs and medications to Patient. There is a \$5 fee for all blood draws. Lab prices will be quoted to Patient before a prescription is filled.

5. **Specialists.** On line consultations with specialists are included in the monthly fee. This Agreement is not for in person specialized medical services. Bluegrass Family Wellness, PLLC shall assist Patient in obtaining any specialty care required and shall coordinate with medical specialists to whom Patient is referred. Patient understands that the Services Fee paid under this Agreement does not include and will not cover fees due to any medical professional other than the Bluegrass Family Wellness Physician.

Appendix B

Fees

In exchange for the Services, Patient agrees to pay Bluegrass Family Wellness, PLLC the applicable monthly Service Fee indicated below:

- \$15 per month – for individuals age 0 to 18 years old if parent or guardian is also a member
- \$50 per month – for individuals age 19 – 45
- \$75 per month – for individuals age 46 – 65
- \$100 per month – for individuals age 65 and older
- \$175 per month – maximum fee for families (couples, parents or guardians)

Addiction Treatment Direct Primary Care Services

- \$25 for DPC Services for patients enrolled in the Addiction Treatment Program

Small Business/Corporate Service Fee

- \$50 per month – per employee, regardless of age, with no enrollment fee (see above costs for family members of employee)

Enrollment Fee

- \$50 (per individual or family)

The Service Fee covers all services provided by Physician. In some instances, additional expenses may be incurred for laboratory related charges, pathology reports (including skin biopsies), urine drug screen testing (when needed), and medications. Any added costs will be discussed with Patient upfront and prior to ordering, medication, treatments, or tests.

Appendix C

Medicare Private Contract

Patient is a Medicare Part B beneficiary seeking services from Bluegrass Family Wellness, PLLC and Physician that may be covered under Medicare Part B. Physician has informed Patient that Physician has opted out of the Medicare program effective July 1, 2015. While Physician made the decision to opt out of the Medicare program, Physician has not been excluded from participation under the Medicare program under sections 1128, 1156, 1892, or any other sections of the Social Security Act.

By signing this Appendix C to the Agreement (the "Medicare Private Contract"), Patient agrees to give up Medicare payment for Services furnished by Bluegrass Family Wellness, PLLC and Physician. Patient also agrees, understands, and expressly acknowledges the following:

1. Bluegrass Family Wellness, PLLC nor Physician will submit claims under the Medicare program for Services provided to Patient, even if such Services are otherwise covered by Medicare.
2. Patient accepts full responsibility for payment of the Services Fee for services furnished by Physician.
3. Patient understands that no limits under the Medicare program apply to amounts that may be charged by Physician for Services provided.
4. Patient agrees not to submit a claim to Medicare and not to ask Physician to submit a claim to Medicare for the Services.
5. Patient understands that Medicare payment will not be made for any items or service furnished by Physician that otherwise would have been covered by Medicare if there were no private contract and a proper Medicare claim had been submitted.
6. Patient understands that Patient has the right to obtain Medicare-covered items and services from physicians who have not opted out of Medicare, and that Patient is not compelled to enter into private contracts that apply to other Medicare-covered items and services furnished by physicians or practitioners who have not opted out of Medicare.
7. Patient understands that Medigap plans (under section 1882 of the Social Security Act) do not, and other supplemental insurance plans may elect not to, make payments for such items and services not paid for by Medicare.

8. Patient understands that CMS has the right to obtain copies of this Medicare Private Contract upon request.

Physician and Patient intend to be legally bound by signing this Medicare Private Contract on the date set forth below. This Medicare Private Contract shall remain in effect as long as patient is contracted for services with Bluegrass Family Wellness. Despite the term of this Medicare Private Contract, Physician or Patient may choose to terminate the Direct Patient Care Agreement at any time pursuant to its terms and conditions.

IN WITNESS WHEREOF, Physician and Patient have executed this Medicare Private Contract as set forth below. An executed copy of this Contract will be provided to Patient before services are furnished under the terms of the Patient Agreement.

Bluegrass Family Wellness, PLLC

Medicare Beneficiary

Signed

Beneficiary's Signature

Printed

Name of Beneficiary

Date

Address

Date