

# Enroll Now!

## Direct Primary Care Patient Agreement

This agreement entered into on \_\_\_\_\_, 20 \_\_\_\_\_, by and between Low Cost Medical Clinics Located at 3001 Caniff Ave. Hamtramck, Mi. 48212 (Practice)., and \_\_\_\_\_ (Patient(s)).

The Physician delivers care on behalf Low Cost Medical Clinics., at the address set forth above. In exchange for certain fees paid by you. Low Cost Medical Clinics through its Physicians shall provide services described in this Agreement on the terms and conditions set forth in this agreement.

- 1. Patient.** A patient is defined as those persons for whom the Physician, agrees to provide services.
- 2. Services.** As used in this agreement, the term Services, shall mean services, both medical and non-medical, which are offered by Low Cost Medical Clinics.
- 3. Terms.** This agreement shall commence on the date signed by the parties below and continue for a period of one year, automatically renewed.
- 4. Fees.** In exchange for non-insurance covered services, Patient agrees to Low Cost Medical Clinics Annual \$300.00 (three hundred). Patient agrees to pay \$150.00 six (6) month in advance and \$25.00 per month thereafter. This fee is payable by Credit Card with auto renewal, Check, or Cash upon execution of this agreement, and is in payment for the services provided to Patient during the term of this agreement. Patient also agrees to pay Low Cost Medical Clinics a \$10.00 office call per visit. Payable on the day of services.
- 5. Participation in Insurance.** Patient acknowledges that Low Cost Medical Clinics, does not participate in health insurance plans. Fees paid under this agreement are not 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.
- 6. Insurance and Other Medical Coverage.** Patient acknowledges and understands this agreement is not an insurance plan, and not a substitute for health insurance or other health plan coverage (such as membership PPO). It will not cover hospital services, or any other services not personally provided by, Low Cost Medical Clinics, or it's Physician. Patient acknowledges that Low Cost Medical Clinics has advised that patient obtain or keep in full force as such health insurance policies 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 will automatically renew for successive annual terms upon the payment of the annual fee at the end of the contract year.

## **INSURANCE DISCLAIMER**

•Patient represents and warrants that the LCMC Services to be provided pursuant to this Agreement are not covered under any public or private health insurance program. Notwithstanding the above, Patient understands and agrees to be wholly responsible for the payment of any and all costs due and that may become due pursuant to this Agreement, regardless of the existence of coverage for such items or services under any public or private health insurance program .Patient understands and agrees not to submit a claim, bill to or seek reimbursement from any public health program (i.e. Medicare, Medicaid, Tricare, Veterans Affairs and Federal Benefits) or any private health insurance plan or worker’s compensation plan for any item or service received pursuant to this Agreement. Patient understands that he or she will not be able to appeal any determinations that public health program, private health insurance plan, or worker’s compensation plan will not pay for any item or service received pursuant to this Agreement.

•Patient understands that it is the Patient’s responsibility to provide LCMC and its Professionals with accurate and complete medical records, history and descriptions of the Patient or covered family member’s condition and physical well-being. Patient understands that, as with any service, to the extent that information provided is not accurate and complete, the services provided by LCMC and its Professionals may be materially affected and Patient assumes any risk, and takes full responsibility and waives any claims against LCMC and its Professionals for personal injury, death or damages as a result and agrees to the extent permitted by applicable law to defend, indemnify and hold harmless LCMC and its Professionals from and against any and all claims of any nature including all costs, expenses and attorneys’ fees, which in any manner result from inaccurate or incomplete information provided by Patient or its authorized representative .Patient understands that he or she is responsible for requesting and bearing the costs of copying any medical records necessary for LCMC and its Professionals to provide services under this Agreement as set forth in Terms of Use.

7. Term; Termination. This Agreement will commence on the date determined above and will extend annually thereafter. Notwithstanding the above Low Cost Medical Clinics 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 year term (and each succeeding annual term), the Agreement will automatically renew for successive annual terms upon the payment of the annual fee at the end of the contract year.

8. Communications. You acknowledge electronic communications with the Physician are not secure not confidential methods of communications. As such, you expressly waive the Physician’s 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. By providing Patient’s email address, Patient authorizes Low Cost Medical Clinics and it’s Physician to communicate with Patient by email regarding “Patient’s protected health information” (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPPA) of 1996 and it’s implementing regulations) Patient acknowledges that:

- A) Email is not a secure medium for sending or receiving PHI and a third party will have access;
- B) Although the Physician will make all reasonable efforts to keep email communications confidential and secure, neither Low Cost Medical Clinics., nor the Physician can assure or guarantee confidentiality of email communications;
- C) In the discretion of the Physician, email communications may be made a part of Patient's permanent medical record.
- D) Patient understands and agrees that email 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 to develop into an emergency, Patient shall call 911 or the nearest Emergency room, and follow the directions of Emergency personnel. If Patient does not receive a response to an e-mail message, Patient agrees to use another means of means of communication to contact the Physician. Neither Low Cost Medical Clinics 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.
- E) 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 judicial or administration 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 the party's rights, obligations or operations associated with the Agreement, then that party may, upon written notice, require the other party to enter into a good faith negotiations to renegotiate the terms of the Agreement including these Terms & Conditions. If the parties are unable to reach an Agreement concerning the modification of the Agreement with in thirty days after of date of effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.

9. **Severability.** If for any reason any provision of this Agreement shall be deemed, by 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.

10. **Reimbursement for services rendered.** If this Agreement is held to be invalid for any reason, and if Low Cost Medical Clinics is therefore required to refund all or any portion of the annual fee paid by Patient, Patient agree to pay Low Cost Medical Clinics 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.

11. **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 change. Any such changes are incorporated by reference into this Agreement without the need for signature by parties

and are effective as of the date established by Low Cost Medical Clinics except that Patient shall initial and such change, at Low Cost Medical Clinics request. Moreover, Applicable Laws require 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.

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

13. **Relationship of Parties.** Patient and Physician attend 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 Physician shall have exclusive control of his work and the manner in which it is performed.

14. **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 term and conditions of the Agreement.

15. **Miscellaneous;** This Agreement shall be construed with regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. Captions in the Agreement are used for convenience only and shall not limit, broaden, or qualify the text.

16. **Entire Agreement:** This Agreement contains the entire Agreement between the parties and supersedes all prior oral written understandings and Agreements regarding the subject matter of this Agreement.

17. **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 by arbitration within proper venue and jurisdiction for Low Cost Medical Clinics address in Hamtramck, Michigan.

18. **Service.** All written notices are deemed served if sent to the address of the party as entered in the practice Electronic Health Record by first class U.S. mail.

Patients Name:----- Signature:-----

Date:-----

Low Cost Medical Clinics:-----

Date:

Please make payment and return your signed contract to the office ASAP. Along with a recent Photo of yourself. You can email the picture to LowCostMedicalClinics @gmail.com

