

TORREY PINES DIRECT PRIMARY CARE

PATIENT AGREEMENT

This Patient Agreement (Agreement) is between Torrey Pines Direct Primary Care, PLLC (the Practice, Us, or We), and

_____ (Patient, Member, or You).

Background

The Practice, located at 211 Oak Street, Millis Hall Suite 114, Northfield, MN 55057, provides ongoing primary care medicine to its Members in a direct pay care model (DPC). In exchange for certain periodic fees, the Practice agrees to provide You with the Services described in this Agreement under the terms and conditions contained within.

Definitions

1. **Services.** In this Agreement, “Services” means the collection of services, medical and non-medical, which are described in Appendix A (attached and incorporated by reference), which We agree to provide to You under the terms and conditions of this Agreement.
2. **Patient.** In this Agreement, “Patient”, “Member”, “You” or “Yours” means the persons for whom the Practice shall provide care, who have signed this Agreement.

Agreement

3. **Term.** This Agreement will last for one year, starting on the date on which it is fully executed by the parties.

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 notice of cancellation.
5. Termination. Either party can terminate this Agreement at any time by giving 30 days written notice to the other of intent to terminate.
6. Payments and Refunds - Amounts and Methods.
 - a) In exchange for the Services described in Appendix A, You agree to an annual or semi-annual payment (or Membership Fee) in the amount which appears in Appendix B, which is attached and incorporated by reference;
 - b) The membership fee will be due at the time the Agreement is fully executed by both parties, and will be due every six or 12 months on the anniversary date of the Agreement (depending on membership option).
 - c) Upon Execution of this Agreement, there is no initial enrollment fee. However, should the Patient terminate the agreement and re-enroll at a later date, there will be a re-enrollment fee, in the amount as described in Appendix B, for each re-enrollment thereafter.
 - d) The Parties agree that the required method of payment shall be by automatic payment through a debit or credit card or automatic bank draft.
7. Early Termination. If You cancel this Agreement before its term ends, We will review Your account and refund any unused portion of your membership fees within thirty days. Refunds will be made on a per diem basis.
8. Non-Participation in Insurance. The patient understands that the Practice does not participate in any health plans, HMO panels, or any other third party payor or government insurance plans. As such, we may not submit bills or seek

reimbursement from any third-party payers for the Services provided under this Agreement.

9. The Patient understands that the Practice staff are opted out of Medicare. As a result, both the Patient and the Practice are prohibited by law from seeking reimbursement from Medicare for any Services provided under this Agreement. Accordingly, the Patient agrees not to submit bills or seek reimbursement from Medicare for any such services. Furthermore, if the Patient is eligible or becomes eligible for Medicare during the term of this Agreement, the Patient agrees to immediately inform the Practice and sign the Medicare private contract as provided and required by law.
10. This Patient Agreement Is Not Health Insurance. The Patient has been advised and understands that this Agreement is not an insurance plan. It does not replace any health insurance coverage that the Patient may have and does not fulfill the requirements of any federal health coverage mandate. This agreement does not include hospital services, emergency room treatment, or any services not personally provided by the Practice or its staff. This Agreement includes only those Services identified in Appendix A. If a Service is not specifically listed in Appendix A, it is expressly excluded from this Agreement. The Patient acknowledges that We have advised Them to obtain health insurance that will cover catastrophic care and other services not included in this Agreement and is always personally responsible for the payment of any additional medical expenses They might incur.
11. Communications. The Practice endeavors to provide Patients with the convenience of a wide variety of electronic communication options. Although We are careful to comply with patient confidentiality requirements and make every attempt to protect Your privacy, communications by email, facsimile, video chat, cell phone, texting, and other electronic means, can never be absolutely guaranteed secure or confidential methods of communications. By placing Your

initials at the end of this Clause, You acknowledge the above and indicate that You understand and agree that by initiating or participating in the above means of communication, you expressly waive any guarantee of absolute confidentiality with respect to their use. You further understand that participation in the above means of communication is not a condition of membership in this Practice; that you are not required to initial this clause; and that you have the option to decline any particular means of communication.

12. Email and Text Usage. By providing an email address during enrollment, the Patient authorizes the Practice and its staff to communicate with him/her by email regarding the Patient's "protected health information" (PHI).¹ By providing a cell phone number during enrollment, the Patient consents to text message communication containing PHI through the number provided. Patient further acknowledges that:

- a) Email and text message are not necessarily secure methods of sending or receiving PHI, and there is always a possibility that a third party may gain access;
- b) Email and text messaging are not appropriate means of communication in an emergency, for dealing with time-sensitive issues, or for disclosing sensitive information. Therefore, in an emergency or a situation which could reasonably be expected to develop into an emergency, Patient understands and agrees to call 911 or go to the nearest emergency care facility and follow the directions of personnel.

13. Technical Failure. Neither the Practice nor its staff will be liable for any loss, injury, or expense arising from a delay in responding to the Patient when that delay is caused by technical failure. Examples of technical failures: (i) failures caused by an internet or cell phone service provider; (ii) power outages; (iii)

¹ As that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations.

failure of electronic messaging software, or email provider; (iv) failure of the Practice's computers or computer network, or faulty telephone or cable data transmission; (v) any interception of email communications by a third party which is unauthorized by the Practice; or (vi) Patient's failure to comply with the guidelines for use and email or text messaging, as described in this Agreement.

- 14.** Provider Absence. From time to time, due to such things as vacations, illness, or personal emergency, the provider may be temporarily unavailable. When the date/s of such absences are known in advance, the Practice shall give notice to Patients so that they may schedule non-urgent care accordingly. During unexpected absences, Patients with scheduled appointments shall be notified as soon as practicable, and appointments shall be rescheduled at the Patient's convenience. If during provider's absence, the Patient should experience an acute medical issue requiring immediate attention, the Patient should proceed to an urgent care or other suitable facility for care. Charges from Urgent Care or any other outside provider are not included under this Agreement and are the Patient's responsibility. However, the Patient may submit such charges to their health plan for reimbursement consideration or request that the outside provider do the same. We cannot guarantee insurance reimbursement.
- 15.** Dispute Resolution. Each party agrees not to make any inaccurate or untrue and disparaging statements, oral, written, or electronic, about the other. We strive to deliver only the best of personalized patient care to every Member, but occasionally misunderstandings arise. We welcome sincere and open dialogue with our Members, especially if we fail to meet expectations, and We are committed to resolving all Patient concerns.

Therefore, in the event that a Member is dissatisfied with, or has concerns about, any staff member, service, treatment, or experience arising from their membership in this Practice, the Member and the Practice agree to refrain from making, posting, or causing to be posted on the internet or any social media,

any untrue, unconfirmed, inaccurate, disparaging comments about the other. Rather, the Parties agree to engage in the following process:

- a) Member shall first discuss any complaints, concerns, or issues with their provider;
- b) Dr. Krawczyk shall respond to each of the Member's issues or complaints;
- c) If, after such response, Member remains dissatisfied, the Parties shall enter into discussion and attempt to reach a mutually acceptable solution.

- 16.** Membership Fee and Service Offering Adjustments. In the event that the Practice finds it necessary to increase or adjust monthly fees or Service offerings before the termination of the Agreement, the Practice shall give 30 days written notice of any adjustment. If the Patient does not consent to the modification, Patient shall terminate the Agreement in writing prior to the next scheduled payment.
- 17.** Change of Law. If there is a change of any relevant law, regulation or rule, which affects the terms of this Agreement, the parties agree to amend it only to the extent that it will comply with the law.
- 18.** Severability. If any part of this Agreement is considered legally invalid or unenforceable by a court of competent jurisdiction, that part shall be amended to the extent necessary to be enforceable, and the remainder of the Agreement will stay in force as originally written.
- 19.** Amendment. Except as provided within, no amendment of this Agreement shall be binding on a party unless it is in writing and signed by all the parties.

- 20.** Assignment. Neither this Agreement nor and any rights arising under it may be assigned or transferred without Agreement of the Parties.
- 21.** Legal Significance. You acknowledge that this Agreement is a legal document and gives the parties certain rights and responsibilities. You also acknowledge that You are suffering no medical emergency. 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.
- 22.** Miscellaneous. This Agreement is to be interpreted without regard to any rules requiring that it be construed against the drafting party. The captions in this Agreement are only for the sake of convenience and have no legal meaning.
- 23.** Entire Agreement. This Agreement contains the entire Agreement between the parties and replaces any earlier understandings and agreements, whether written or oral.
- 24.** No Waiver. Either party may choose to delay or not to enforce a right or duty under this Agreement. Doing so shall not constitute a waiver of that duty or responsibility and the party shall retain the absolute right to enforce such rights or duties at any time in the future.
- 25.** Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Minnesota. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the Practice in Northfield, Minnesota.
- 26.** Notice. Notice, as required under Paragraph 15 above, may be achieved either through electronic means at the email address provided by the party to be noticed or through the first-class US Mail. All other required notice must be

delivered by first-class US mail to the Practice, at the address written above and to the Patient, at the address provided during enrollment.

The Parties agree that acceptance of this Patient Agreement will constitute an electronic signature and shall be valid to the same extent as a handwritten signature.

For Torrey Pines Direct Primary Care, PLLC:
Nicholas William Krawczyk, MD

Patient Name	Date
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APPENDIX A SERVICES

Members are entitled to the following services as appropriate under the circumstances, in the sole discretion of the physician.

1. Medical Services

The specific Medical Services provided under this Agreement include the following, and The Patient is responsible for all costs associated with any medications, laboratory testing, and specimen analysis related to these Services unless otherwise noted:

- Acute and Non-acute Office Visits
- Sports Injuries
- Prevention Care

- Annual, personalized, wellness examination and evaluation.
- Sports Physicals
- School Physicals
- Well-Child Care
- Electrocardiogram (EKG)
- Blood Pressure Monitoring
- Chronic disease management (e.g. diabetes, high blood pressure, asthma)
- Breathing Treatments (nebulizer or inhaler with spacer)
- Urinalysis
- Rapid Strep Test
- Rapid Mono Test
- Removal of benign skin lesions/warts
- Simple aspiration/injection of joint
- Removal of Cerumen (ear wax)
- Wound Repair and Sutures
- Abscess Incision and Drainage
- Simple Dermatology Procedures
- Basic Vision
- Splinting
- Drawing basic labs. Labs and testing that cannot be performed in-house will be offered at a discounted rate through select vendors. *

*Member is responsible for all fees associated with any laboratory testing (done outside of the annual physical wellness exam) and specimen analysis.

2. Non-Medical, Personalized Services

The following, non-medical services are complementary to Our Members:

- **After-Hours Access.** Subject to the limitations of paragraph 13, Members shall have direct telephone access to the Physician for guidance regarding urgent concerns that arise unexpectedly after hours.
- **Email Access.** You shall be given the Physician's email address to which non-urgent communications can be addressed. You understand and agree that email and the internet should never be used to access medical care in the event of an emergency or any situation that could reasonably develop into an emergency.
- **Timely Appointments.** All reasonable efforts shall be made to assure that the Patient is seen promptly at the scheduled time. If the Physician foresees more than a minimal delay, You shall be contacted and advised of the projected delay time and shall have the option of rescheduling at a time convenient for You.
- **Same Day/Next Day Appointments.** Every reasonable effort shall be made to accommodate same or next day appointments when necessary and requested.
- **Specialists Coordination.** The Physician shall coordinate care with medical specialists and other practitioners to whom Patient is referred. Patient understands that fees paid under this Agreement do not include and do not cover specialist's fees or fees due to any medical professional other than the Practice staff.

