



Where the Heart Matters

Patient Membership Agreement for Heart of Hope Health, PLLC (HHH). This Agreement is between you, the Member \_\_\_\_\_, and HHH, an Idaho professional limited liability corporation that is located at 8944 N Hess St. Hayden, Idaho 83835. HHH is a Direct Primary Care Practice (DPC). We provide and offer services described in this Agreement, in exchange for monthly fees paid by you, referred to as a "monthly membership dues." A defining characteristic of the HHH, is that we do not bill insurance. The providers and employees of HHH do not submit bills to any type of insurance or government programs. Instead, HHH contracts directly with each patient who is referred to as a member. By signing below and choosing HHH as your personal direct primary care practice, you agree and consent to pay monthly membership dues and to abide by this Agreement and its Attachment and applicable Schedules. In exchange, HHH (through its providers) will provide you with DPC medical services that are tailored to your health and wellness needs. As necessity dictates, HHH may periodically revise the Schedules, but in that event, you will receive notice. In addition, there may be instances where HHH may ask you to complete additional information, fill new forms, or related documents.

Member Print Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

If under Age 18, Print Name of Parent/Guardian/Surrogate: \_\_\_\_\_

By signing this form, I acknowledge, that I have reviewed a copy of the HHH Membership Agreement Terms and Conditions or have internet access to the Agreement Terms and conditions, have read, and agree to the terms and conditions set forth in this document.

Signature of Member or Parent/Guardian/Surrogate: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Date Member completes their (6) month contract: \_\_\_\_\_

I agree to pay the fees associated with membership until this date \_\_\_\_\_, whether I choose to remain a member or receive services from HHH. Terms and Conditions apply.

**Heart of Hope Health, PLLC Membership Agreement Terms and Conditions**

**Schedule A** HHH Membership Agreement Terms and Conditions 1. Fees. Member agrees to pay the DPC Family Practice the fees at the rates and in the manner as described in **Schedule B** ("Fees"). HHH Management reserves the right to waive the (6) month agreement, when, there are extenuating circumstances and will evaluate on a case-by-case basis. 2. Member. The Member is you: the person for whom the providers will provide medical services under this Agreement. Because this contract is personal and solely between you and Heart of Hope Health, it cannot be transferred to another person. 3. Insurance opt Out: The fees that the Member pays for services provided by HHH are not intended to constitute as a form of insurance. The Member acknowledges that HHH has clarified that its providers have opted out of participating in and are not contracted with any, government programs, Medicare, insurance, third party payer, or health plans. Members who are Medicare beneficiaries will complete **Schedule D**. The Member understands that HHH will not bill or otherwise seek payment in any form from any insurer or third-party payer to which the Member may be entitled to coverage of services or benefit thereof. HHH and its providers have chosen to opt out of participating insurers; however, the Member is not prohibited from seeking payment for the services from such payers (except for Medicare). It is the Members sole responsibility for seeking reimbursement from such payers directly.

Any Member who is not currently enrolled in Medicare, but who later enrolls in Medicare during his or her tenure as a patient of HHH, must immediately notify the staff of HHH to complete the required contract (attached as **Schedule D**).

4. Insurance Coverage and Member Fees. Neither HHH nor any of its providers make any claims that fees paid under this Agreement are covered by health insurance programs. The Member retains full and complete responsibility for any such determination.

5. Insurance for Catastrophic Events. This Agreement is not a substitute for health insurance or any other type of health plan coverage (such as membership in an HMO), and that HHH, through its agents, has advised the Member to obtain or keep in health insurance plans that cover a member and/or Member's family for catastrophic events, hospitalizations, and specialist costs. By signing this Agreement, the Member acknowledges that this is not health insurance, and not a substitute thereof.

6. Term; Termination; Renewal. This Agreement will commence on the Effective Date and will extend for a minimum period of six (6) months and will continue until one party decides to terminate the relationship. Either party may terminate this Agreement, with or without cause, at any time by providing the other party with at least thirty (30) days prior written notice. If HHH terminates this Agreement, the patient will still have access to acute illness visits for the duration of the 30-day notice and will assist the Member in finding another primary care provider. The Patient understands that by becoming a Member of HHH, they have made a commitment to pay membership fees for (6) months. If the patient chooses to terminate their membership within those first six (6) months, he or she will still be responsible for full payment of membership fees for that period and will be billed accordingly. As previously stated, HHH Management reserves the right to waive the (6) month agreement, when, there are extenuating circumstances and will evaluate on a case-by-case basis. Otherwise, after the Agreement is terminated, the obligations of HHH to the Member will be confined to making his or her health information and records accessible and to be available to communicate with any successive provider, as authorized and required by the Member and applicable laws. HHH will cancel the membership of patients who stop paying their monthly fees but will send out a thirty (30) day prior written notice alerting the member to any payment issues prior to cancelling the Agreement.

7. Legal stuff. This Agreement shall be understood and construed without regard to any opinions or regulations requiring construction against the party causing the instrument to be drafted. This Agreement contains the entire agreement between the individual Member and HHH and surpasses all previous written oral agreements or understandings; it shall be governed and interpreted under the laws of Idaho. All disputes arising out of this Agreement will be submitted to mediation in the county in which the medical practice is located, and HHH will abide by the laws of the state of Idaho. Any agreement reached in mediation shall be conclusive and binding on the parties and may be reduced to judgment in a court of competent authority. **The parties expressly waive their right to jury trial in any court.** 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. All written notices are deemed served if sent to the address of the party by first class U.S. Mail, certified, receipt requested, or when delivered by a reputable national overnight delivery carrier. HHH is an independent entity. The practice does not rely on other organizations in making or receiving patient referrals.

8. Payment Options. The Member fees are payable monthly through HHH which provides an automated, online payment system. More information is available at [heartofhopehealth.com](http://heartofhopehealth.com) and (208) 500-0601. Please notify HHH if you cannot make payment via this method. Alternative payment arrangements can be accepted; however, payment is due prior to receiving services. In order, to see the provider your account must be in good standing.

9. Communications. Members acknowledge that communications with agents of HHH using e-mail facsimile, telehealth services, video chat, instant messaging, and phone are not guaranteed to be secure or confidential methods of communications. As such, the Member

expressly waives HHH obligation to guarantee confidentiality with respect to electronic correspondences. The Member agrees that all such communications may be a part of his or her medical records. By providing the Member's e-mail address and phone number to HHH, the Member authorizes HHH and its agents to communicate with him or her by e-mail and/or phone regarding the Member's "protected health information" (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPPA) of 1996 and its regulations). Members acknowledge that: a) E-mail and phones are not necessarily a secure medium for communicating 4 regarding PHI and, there is always a possibility that a third party may gain access; b) Although HHH and its agents will make all reasonable efforts to keep e-mail communications and phone messages brief, secure, and confidential, neither HHH, nor its agents, can guarantee absolute confidentiality of e-mail communications or phone messages; c) In the discretion of the agents of HHH, e-mail communications and phone calls/ messages may be made a part of Member's permanent medical record; and, d) Member understands and agrees that e-mail is not an appropriate means of communication regarding time-sensitive issues or the most appropriate venue for sensitive PHI. If a member does not receive a response to an e-mail message within 24 hours (during working hours), the Member agrees to use a different means of communicating their needs to HHH or its agents. 10. Doctor Unavailability. From time-to-time specific providers may be unavailable, due to vacations, emergencies, illness, continuing medical education, and other unforeseeable circumstance that would make them unavailable to provide services referred to in this Schedules and Agreement. During such times, HHH will make every effort to provide an alternative provider to meet patient needs but cannot guarantee such coverage. For scheduled absences, such as vacations, HHH patients will receive advance notification which will provide contact information for HHH providers who will cover their specific provider, during their planned absence.

Initials: HHH Witness \_\_\_\_\_ Effective Date: \_\_\_\_\_ Initials: Member \_\_\_\_\_

**Schedule B** HHH Description of the Medical Care provided for the Member 1. Everyone who becomes a member and pays the applicable monthly fee will be a patient of HHH and will receive direct primary care. 2. As a member, you are entitled to twelve (12) visits a year, in addition to an annual comprehensive wellness visit focusing on true preventative health and lifestyle approaches, unless otherwise recommended by your physician. **Additional visits would be \$50 per visit.** 3. Membership Fees have the following benefits: Access to afterhours triage line until 10pm, Allergy Plan, STD Exams, gynecological care, Tele-Health, some simple in -office labs, ear lavage, breathing treatments, no fee for lab draws, removal of IUDs (our office does not insert IUDs), no fees to start IVs, patient education regarding true preventative medicine , integrative medicine, same day openings for illness and injury visits, our providers will see sick patients in person, annual comprehensive physical exam, telemedicine appointment option, spiritual support, weight management, updated nutritional information, chronic illness management, pre-employment exams (DOT included), sports physicals, coordination of care with specialists, medication management, access to exclusive and effective supplements, well child exams, newborn visits, support for parental decision making, PAP smear collection (additional lab pathology fees will apply), lactation consultation service available upon request, assistance with weight management, reduced rates for provider and/or nurse home visits, and after hours care. Members also receive discounts on in office procedures and joint injections. 4. HHH Monthly Membership Fees A. **A one-time, non-refundable enrollment Fee of \$100 per adult, children enrolling with a parent are free. If the patient 0-18 is enrolled on their own the \$100 fee will apply. Families will not pay more than \$200 in one-time non-refundable enrollment fees.** B. Monthly Fee: The monthly membership fee entitles you to receive the services listed on Schedule A, with twelve (12) visits a year, in addition to one (1) annual comprehensive physical exam included. **Here is our fee schedule:** Age of Member Monthly Fee Birth through age 18 \$75/month (if parent is not a member), if their parent or guardian is a member their monthly fee is \$29/month, Adults 19-69 \$100/month, if their spouse enrolls the spouse is

\$75/month, Adults 70+ \$125/month, their spouse will pay \$100/month. The family household maximum is \$250/month. We offer a \$25 College Student Discount, **with proof of enrollment**. This Agreement will be for a six (6) month period, beginning on the "Effective Date" and will continue monthly until one or both parties terminate the relationship. Fees will be paid on the first (1<sup>st</sup>) of each month. For patients under the age of 18, Parental consent is required. Visits that exceed 12 + annual exam, are \$50 each. Home visits for newborns living in Idaho, which are within a 20-mile radius of 8944 N Hess St Ste A Hayden, ID, for the first 6 weeks of life are included with the membership. **If the patient is outside of that radius an additional \$100 charge will apply.**

Initials: HHH Witness \_\_\_\_\_ Effective Date: \_\_\_\_\_ Initials: Member \_\_\_\_\_

**Schedule C** Disclosure of Important Information for HHH The Member, he, or she, hereby acknowledges that they have been informed of the following: • The HHH is not a health benefit plan as otherwise described by law as it only pertains to a limited HHH set of services provided through HHH health care provider(s). • contract does not satisfy minimum essential coverage standards for health insurance under state law or under the federal Affordable Care Act, therefore there may be tax consequences for HHH patients who do choose not to maintain qualified comprehensive health coverage in addition to the HHH contract. • HHH and its associated provider(s) are not affiliated with any health insurance plan, nor will services rendered to the member be submitted to any health insurance plan. • HHH only covers the services specifically defined in the HHH contract when delivered or arranged by HHH health care provider(s) according to the terms previously defined in the contract. HHH provider(s) may refer a patient to a non- HHH provider for medical services, prescription drugs or supplies, but in that circumstance a patient will need to contact his or her health insurance provider to see what they need to do to follow the rules and regulations of that plan with regards to ensuring coverage of referred needs. • Certain services identified in the HHH contract might be covered under a patient's current health insurance plan at no additional cost when provided by non- HHH entity. It is the responsibility of the patient to contact his or her health insurance carrier to understand the benefits and limitations and any overlap between the services offered under the HHH direct contract and the coverage under the patient's health insurance plan. The Member acknowledges and agrees that a copy of this Disclosure shall be maintained by HHH and if requested shall be provided with patient consent.

Signature of Patient \_\_\_\_\_

Name of Patient (printed) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Physician \_\_\_\_\_

Name of Physician (printed) \_\_\_\_\_ Date \_\_\_\_\_

**Schedule D HHH Medicare opt Out Disclosures Applicable to Members who are Medicare Beneficiaries**

1. This Agreement constitutes a private contract between the Member, who is a Medicare Beneficiary, and HHH for the provision of Services. Service that may be requested by the Member that may also be covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997. 2. HHH has informed the Member that our providers have opted out of participating in Medicare Programs. 3. The Member agrees not to submit a claim (nor will the member request that HHH or its agents submit a claim) to the Medicare program with respect to any of the Services rendered at HHH to the Member, even if Medicare Part B provides coverage for said service. 4. The Member acknowledges that he or she is not currently in an urgent or emergent health situation. The Member acknowledges that neither Medicare's fee limitations nor any other Medicare reimbursement regulations apply to the Fees charged under this service Agreement. HHH and its agents are not limited to the fees they may charge for services, however fees will be clearly delineated prior to patient receiving said service. 5. The Member acknowledges that his or her Medix or other Medi-Gap plan will not provide reimbursement for the Services because payment will not be made under the Medicare program, and any other supplemental insurance plans may also deny reimbursement to the Member for any of the Services provided at HHH. 6. The Member acknowledges that the Member has a right, as a Medicare beneficiary, to obtain Medicare-covered items and services from other providers who have not opted-out of being provider who participates in the Medicare Program and notwithstanding that right to voluntarily elect to be a Member of HHH and pay the Fees outlined in this Agreement. 7. The Member agrees to be solely responsible to make payment in full for all membership fees due to HHH for Services outlined in this agreement and acknowledges that HHH and its agents will not submit a Medicare claim. Therefore, it is HHH understanding that no Medicare reimbursement will be provided to the member. 8. The Member has an understanding that Medicare payments will not be made for any services provided by providers that might have otherwise been covered by Medicare if there were not a private contract and a Medicare claim submitted. 9. The Member acknowledges and agrees that a copy of this Agreement shall be maintained by HHH and if requested shall be produced to any Medicare contractor or agency that may request to see a copy of the Agreement for any reason.

Signature of Patient \_\_\_\_\_

Name of Patient (printed) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Physician \_\_\_\_\_

Name of Physician (printed) \_\_\_\_\_ Date \_\_\_\_\_