

# POLARIS MEDICAL

Direct Primary Care

## PATIENT SERVICES AGREEMENT

This Patient Agreement (Agreement) is between Polaris Medical, an Idaho professional limited liability company, (the Practice, Us or We), and \_\_\_\_\_  
(Patient, Member, or You).

### Background

The Practice, located at **414 CHURCH STREET, SUITE 120** in **SANDPOINT, IDAHO 83864** provides ongoing primary care medicine to its Members in a direct pay, membership 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. Patient.** In this Agreement, "Patient," "Member," "You" or "Yours" means the persons for whom the Practice shall provide care, who have signed this Agreement, and/or whose names appear in appendix B (attached and incorporated by reference).
- 2. 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.

### Agreement

- 3. Term.** Starting on the date signed by both parties below, this agreement will be for one month and automatically renewed each month thereafter upon receipt of the monthly Membership Fee. We do request that patients make a one-year commitment to the practice
- 4. Termination.** Either party may cancel this Agreement at any time by giving 30 days' written notice to the other of intent to terminate. No cause for termination is required by either party.
- 5. Payments and Refunds – Amounts and Methods.**
  - A.** In exchange for the Services described in Appendix A, the Patient agrees to a monthly payment (or Membership Fee) in the amount which appears in Appendix B, which is attached and incorporated by reference.

- B. Upon Execution of this Agreement, You shall pay a one-time, nonrefundable, Enrollment Fee, in addition to the Monthly Membership Fee, in the amount as described in Appendix B.
  - C. Thereafter, the Membership Fee shall be due on the first business day of every month. The Practice may adjust its Membership Fees at any time, but will give the Patient at least 30 days' written notice of any changes.
  - 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.
  - E. Laboratory tests, prescriptions medications and other additional Services not described in Appendix A that are provided by the Practice will either be due at the time of service or, if desired, be added to Your next month's Membership Fee. The fees associated with these services may change periodically.
6. **Non-Payment.** In the event the Patient misses a monthly payment, the Practice will communicate with the Patient via email, text and/or letter to clarify the situation. If the Patient does not communicate with the Practice over a 2-month period to work out payment options, the Practice may elect to terminate the Agreement. The Practice will notify the Patient via email and/or letter, will provide the Patient with a list of local providers to assist in transfer of care.
7. **Non-Participation in Insurance.** The Practice does not participate with any health plans, HMO panels, or any other third-party payor. As such, the Practice may not submit bills or seek reimbursement from any third-party payors for the Services provided under this Agreement. In addition, the Patient understands they cannot use a Health Savings Account to pay monthly, annual or any additional fees for services by Physician. You may receive care at labs, for radiology and at hospital facilities that DO participate with Medicare, Medicaid and other private insurance plans and that facility will bill your insurance accordingly and independently.
8. **Medicare.** The Patient understands that the Practice and staff have opted out of Medicare. As a result, both the Patient and the Practice shall be 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.
9. **This 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 coverage that

the Patient may have, and it does not fulfill the requirements of any state 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 and/or a health sharing ministry that will cover catastrophic care and other services not included in this Agreement. Patients are always personally responsible for the payment of any medical expenses incurred for services not included under this Agreement.

**10. 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 agreement, 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 also acknowledge that all such communications may become part of the medical record. 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.

**11. Email and Text Usage.** During Your enrollment with Polaris Medical through our Online Enrollment Portal, on the Contact Information Page, the Patient had the opportunity to consent to communication with Polaris Medical via text message and email. Email and text message allow You and Polaris Medical to communicate expediently, but are not appropriate for emergencies or time-sensitive issues and are also less secure than other methods of communication. By checking the box on the corresponding consent question, the Patient consents to text message and email communication containing the patient's protected health information (PHI)<sup>1</sup> through the number and email provided. The Patient further understands and 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 that could reasonably be

---

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

expected to develop into an emergency, the Patient agrees to call 911 or go to the nearest emergency care facility and follow the directions of personnel.

- 12. 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 include but are not limited to: (i) failures caused by an internet or cell phone service outages; (ii) power outages; (iii) failure of electronic messaging software, or email outages of physician; (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 of email or text messaging, as described in this Agreement.
- 13. Physician Absence.** From time to time, due to such things as vacations, illness, personal emergency or cellular coverage issues, the physician 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 physician's absence, the Patient experiences 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. The Patient may, however submit such charges to their health plan for reimbursement consideration or request that the outside provider do the same. The Patient is responsible for understanding the coverage rules of their health plan, and We cannot guarantee reimbursement.

The physician may also be temporarily unavailable due to lack of cellular service. If this happens, the physician will contact the patient as soon as possible following resumption of service. Again, if the Patient experiences an acute medical issue requiring immediate attention and cannot reach the physician, the Patient should proceed to an urgent care or other suitable facility for care.

- 14. 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 physician;
- B. The physician 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.

- 15. Monthly 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 Patient does not consent to the modification, Patient shall terminate the Agreement in writing prior to the next scheduled monthly payment.
- 16. 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 shall comply with the law.
- 17. 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.
- 18. 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.
- 19. Assignment.** Neither this Agreement nor any rights arising under it may be assigned or transferred without the agreement of the Parties.
- 20. Legal Significance.** The Patient acknowledges that this Agreement is a legal document that gives the parties certain rights and responsibilities. The Patient agrees that they are suffering no medical emergency and has had reasonable time to seek legal advice regarding the Agreement and have either chosen not to do so or have done so and is satisfied with the terms and conditions of the Agreement.
- 21. Miscellaneous.** This Agreement is to be construed 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.
- 22. Entire Agreement.** This Agreement contains the entire Agreement between the parties and replaces any earlier understandings and agreements, whether written or oral.
- 23. 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.

- 24. **Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Idaho. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the Practice.
- 25. **Notice.** Written Notice, when required, may be achieved either through electronic means at the email address provided by the party to be noticed or through first-class US Mail. All other required notice must be delivered by first-class US mail to the Practice at: **414 Church Street, Suite 120 in Sandpoint, Idaho 83864** and to the Patient, at their address provided in Appendix B.

The Parties agree that for this agreement and its attachments, checking the appropriate box and pressing the Agree and Proceed button in the Online Enrollment Portal indicates that they have read and agree to the Terms of Service for Polaris Medical.

**For: Polaris Medical, PLLC** \_\_\_\_\_

By \_\_\_\_\_ MD \_\_\_\_\_  
Date

**Patient:**

\_\_\_\_\_ \_\_\_\_\_  
Printed Name Date

## APPENDIX A

### INCLUDED SERVICES

#### 1. Medical Services

Medical Services offered under this Agreement are those consistent with the physician's training and experience, and as deemed appropriate under the circumstances, at the sole discretion of the physician. The Patient is responsible for all costs associated with any medications, laboratory testing, and specimen analysis related to these Services unless otherwise noted. The specific Medical Services provided under this Agreement include the following:

- Acute and non-acute office visits
- Chronic disease management and monitoring (e.g. diabetes, high blood pressure, asthma, heart disease)
- Sports/school/work physical exams
- Well-child care including newborn care
- Well-woman care including pelvic exams
- Birth control counseling and management
- Weight loss counseling and education
- Smoking cessation
- Healthy lifestyle counseling and education
- Simple dermatology procedures such as removal of benign skin lesions\*, skin biopsy\*, cryotherapy for benign skin lesions
- Aspiration and/or injection of certain joints\*
- Trigger point injection
- Abscess incision and drainage
- Wound repair and sutures; staple or suture removal
- Ear wax removal
- EKG, blood pressure monitoring, blood sugar monitoring, peak flow testing
- Basic lab draws / phlebotomy

\* The Patient is responsible for all costs associated with any laboratory testing, medications, and specimen analysis.

The Patient is also entitled to a personalized, in-depth Wellness Evaluation performed by the Physician on an annual basis. This visit may include the following, as appropriate:

- A detailed review and update of the Patient's medical, surgical, family, and social history in the medical record,
- A personalized Health Risk Assessment and evaluation of the Patient's individual health goals,

- Preventative health counseling, which may include discussions on weight management, smoking cessation, health behavior change, as appropriate to the Patient;
- Creation of a Wellness Care Plan including recommendations for immunizations, further health screening and lifestyle changes as appropriate.
- A complete physical exam and form completion as needed.

**Please note:** Polaris Medical and its associated providers are unable at this time to provide long-term opiate or benzodiazepine management services. For those individuals who experience chronic conditions requiring the using of either long-term opiate or benzodiazepine medications, the Practice is able provide the above-mentioned services on a case-by-case basis, but will refer to specialty care for long-term opiate or benzodiazepine needs. The Practice is able to provide short-term prescriptions of these medications as medically necessary and at the discretion of the treating provider.

2. **Non-Medical, Personalized Services.** The Practice shall also provide Members with the following non-medical services:
  - A. **After-Hours Access.** Subject to the limitations of paragraph 13, Members shall have direct telephone access to the physician for guidance in regard to urgent concerns that arise unexpectedly after office hours. Voice and video calls and text messaging may be utilized when the Physician and the Patient agree this is appropriate. Text messaging is the preferred first contact as this is quicker than voicemail. Please note, this is not a guarantee that the Physician will be available immediately to respond to Patient communications after-hours, but will make an effort to respond as promptly as they are able.
  - B. **Email Access.** Subject to the limitations of paragraph 11, above, the Patient shall be given the physician's email address to which non-urgent communications can be addressed. Such communications shall be dealt with by the physician or the Practice staff in a timely, but non-urgent manner. We would prefer that email be used for business matters rather than medical concerns. The Patient understands and agrees that email should not be used to access urgent or emergent medical care or any situation that could reasonably develop into an emergency. The Patient agrees that in this situation, when s/he cannot speak to the physician immediately in person or by telephone, to call 911 or go to the nearest emergency medical assistance physician, and follow the directions of emergency medical personnel.
  - C. **Same Day/Next Day Appointments.** When a Patient contacts the Practice prior to 10am on a regular office day to request an acute or sick-care appointment, every reasonable effort shall be made to schedule the Patient for that same day; or if this is not possible, the Patient shall be scheduled for the following office day (subject to the limitations of paragraph 13).

- D. No Wait or Minimal Wait Appointments.** Every reasonable effort shall be made to assure that the Patient is seen by the physician immediately upon arriving for a scheduled office visit or after only a minimal wait. If the physician foresees more than a minimal wait time, the Patient shall be contacted and advised of the projected wait time. The Patient shall then have the option of seeing the physician at the later time or rescheduling at a time convenient to the Patient.
- E. Visitors.** Family members temporarily visiting the Patient from out of town, for less than two-week period, may take advantage of the services as described in subparagraphs (a), (c) and (d) of this section. Medical services and appointments rendered to the Patient's visitors shall be charged on an upfront fee-for-service basis, see Fee for Service Agreement. Note that visitors who are Medicare beneficiaries must be covered by a Medicare Opt-out waiver agreement to be seen at Polaris Medical.
- F. Specialist Coordination.** The physician shall coordinate care with medical specialists and other practitioners to whom the Patient needs referral. The Patient understands that fees paid under this Agreement do not include specialist's fees or fees due to any medical professional other than the Practice staff.

## APPENDIX B

### FEE SCHEDULE

#### Enrollment Fee

There is a one-time, non-refundable Enrollment Fee to reserve a place in the practice: \$100 per individual or \$150 per family. This fee is due at the time of enrollment. We do request that patients make a one-year commitment to the practice.

Note: If the Patient allows their membership to lapse, but then desires to re-establish with the Practice, the Patient shall be accepted into the Practice at the discretion of the Physicians, on a space-available basis and will be subject to a re-enrollment fee.

#### Monthly Membership Fees

Billing will occur on the 1<sup>st</sup> business day of the month and will be due the following Monday.

Newborn to 17 years	\$30 per month	X ____ Members	\$ _____
17 to 24 years	\$50 per month	X ____ Members	\$ _____
25 to 44 years	\$70 per month	X ____ Members	\$ _____
45 to 64 years	\$85 per month	X ____ Members	\$ _____
65 years and above	\$100 per month	X ____ Members	\$ _____

\*Note: all children 18 years and below must have a parent or guardian as a member

---

Total Monthly Membership Fee \$ \_\_\_\_\_

---

**Total Due on Signing** \$ \_\_\_\_\_

## APPENDIX C

### PATIENT ENROLLMENT AND COMMUNICATION FORM

Instructions:

- Check YES where indicated ONLY if you agree to text message communication.
- Provide your email address ONLY if you agree to email communication.

THE FEES AS SET OUT IN THE ATTACHED APPENDIX B, SHALL APPLY TO THE FOLLOWING PATIENT(S), WHO BY SIGNING BELOW (OR AS LEGAL REPRESENTATIVE), CERTIFY THAT THEY HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT:

**Patient 1**

Print Patient Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Cell Phone \_\_\_\_\_ Alternate Number \_\_\_\_\_

Email \_\_\_\_\_

I Agree to Text Communication: (check one below)

Yes

No

Printed Name: \_\_\_\_\_ Relationship to Patient: \_\_\_\_\_

**Patient 2**

Patient Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Cell Phone \_\_\_\_\_ Alternate Number \_\_\_\_\_

Email \_\_\_\_\_

I agree to Text Communication: (check one below)

YES

NO

Printed Name: \_\_\_\_\_ Relationship to Patient: \_\_\_\_\_

**Patient 3**

Patient Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Cell Phone \_\_\_\_\_ Alternate Number \_\_\_\_\_

Email \_\_\_\_\_

I agree to Text Communication: (check one below)

YES

NO

Printed Name: \_\_\_\_\_ Relationship to Patient: \_\_\_\_\_

**Patient 4**

Patient Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Cell Phone \_\_\_\_\_ Alternate Number \_\_\_\_\_

Email \_\_\_\_\_

I agree to Text Communication: (check one below)

YES

NO

Printed Name: \_\_\_\_\_ Relationship to Patient: \_\_\_\_\_

## APPENDIX D

### MEDICARE OPT-OUT AGREEMENT

This agreement (“Agreement”) is entered into by and between Polaris Medical, PLLC, (“Provider”), whose principal medical office is located at: 414 Church Street, Suite 109 in Sandpoint, Idaho 83864, and \_\_\_\_\_  
(Patient’s Name), a beneficiary enrolled in Medicare Part B (“Beneficiary”), who resides at

\_\_\_\_\_  
(Patient’s address).

#### **Introduction**

The Balanced Budget Act of 1997 allows Providers to “opt out” of Medicare and enter into private contracts with patients who are Medicare beneficiaries. In order to opt out, Providers are required to file an affidavit with each Medicare carrier that has jurisdiction over claims that they have filed (or that would have jurisdiction over claims had the Provider not opted out of Medicare). In essence, the Provider must agree not to submit any Medicare claims nor receive any payment from Medicare for items or services provided to any Medicare beneficiary for two years. This Agreement between Beneficiary and Provider is intended to be the contract Provider are required to have with Medicare beneficiaries when Providers opt-out of Medicare. This

Agreement is limited to the financial agreement between Provider and Beneficiary and is not intended to obligate either party to a specific course or duration of treatment.

#### **Provider Responsibilities**

- (1) Provider agrees to provide Beneficiary such treatment as may be mutually agreed upon and at mutually agreed upon fees.
- (2) Provider agrees not to submit any claims under the Medicare program for any items or services, even if such items or services are otherwise covered by Medicare.
- (3) Provider agrees not to execute this contract at a time when Beneficiary is facing an emergency or urgent healthcare situation.
- (4) Provider agrees to provide Beneficiary with a signed copy of this document before items or services are furnished to Beneficiary under its terms. Provider also agrees to retain a copy of this document for the duration of the opt-out period.
- (5) Provider agrees to submit copies of this contract to the Centers for Medicare and Medicaid Services (CMS) upon the request of CMS.

**Beneficiary Responsibilities**

- (1) Beneficiary agrees to pay for all items or services furnished by Provider and understands that no reimbursement will be provided under the Medicare program for such items or services.
- (2) Beneficiary understands that no limits under the Medicare program apply to amounts that may be charged by Provider for such items or services.
- (3) Beneficiary agrees not to submit a claim to Medicare and not to ask Provider to submit a claim to Medicare.
- (4) Beneficiary understands that Medicare payment will not be made for any items or services furnished by Provider that otherwise would have been covered by Medicare if there were no private contract and a proper Medicare claim had been submitted.
- (5) Beneficiary understands that Beneficiary has the right to obtain Medicare-covered items and services from Provider and practitioners who have not opted out of Medicare, and that Beneficiary is not compelled to enter into private contracts that apply to other Medicare-covered items and services furnished by other Providers or practitioners who have not opted out of Medicare.
- (6) Beneficiary 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.
- (7) Beneficiary understands that CMS has the right to obtain copies of this contract upon request.

**Medicare Exclusion Status of Provider**

Beneficiary understands that Provider has not been excluded from participation under the Medicare program under section 1128, 1156, 1892, or any other sections of the Social Security Act.

**Duration of the Contract**

This contract becomes effective on \_\_\_\_\_, 2025. Either party may terminate treatment with a 30-day notice to the other party. Notwithstanding this right to terminate treatment, both Provider and Beneficiary agree that the obligation not to pursue Medicare reimbursement for items and services provided under this contract will survive this contract.

By Polaris Medical, PLLC

Patient's Signature: \_\_\_\_\_ Date: \_\_\_\_\_