

PATIENT AGREEMENT
BOISE THYROID-ENDOCRINOLOGY, PC

This is an Agreement entered into on _____, 20____, by and between Boise Thyroid-Endocrinology, PC, an Idaho Professional Corporation, located at 1759 S Millennium Way, Meridian, ID 83642 (BOISE THYROID-ENDOCRINOLOGY), and _____, the signatory to this Agreement (You).

Background

BOISE THYROID-ENDOCRINOLOGY is a direct endocrinology and primary care practice, which delivers health services through its physician, Dr. Lynn Ge-Zerbe, at the address set forth above. In exchange for certain fees paid by You, BOISE THYROID-ENDOCRINOLOGY, through its Physician, agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

Definitions

- 1. Patient.** A patient is defined as those persons for whom the Physician shall provide Services, and who are signatories to, or listed on the documents attached as Appendix 1, and incorporated by reference, to this agreement.
- 2. Services.** As used in this Agreement, the term Services, shall mean a package of services, both medical and non-Medical, and certain amenities (collectively "Services"), which are offered by BOISE THYROID-ENDOCRINOLOGY, and set forth in Appendix 1. This agreement does not provide comprehensive health insurance coverage. It provides only the health care services specifically described.

Agreement

- 3. Term.** This Agreement will commence on the date first written above and will extend for one year thereafter. Notwithstanding the above, both You and BOISE THYROID-ENDOCRINOLOGY 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.
- 4. Renewal.** Each year, on the anniversary date of this Agreement¹, it will automatically renew for another one year term, unless either party terminates the Agreement in writing, within thirty days of the anniversary date.
- 5. Fees.** In exchange for one year of Services, as described in Appendix 1, you agree to pay BOISE THYROID-ENDOCRINOLOGY, a fee in the amount set forth in Appendix 3, attached. This fee is payable upon execution of this agreement. If this Agreement is cancelled by either party before the agreement termination date, you and BOISE THYROID-ENDOCRINOLOGY shall reconcile your account, depending on the individual circumstances, in one of the following ways:

¹ As provided in the opening paragraph of this agreement.

- (a) BOISE THYROID-ENDOCRINOLOGY will refund to You, the pro-rated remainder of the Your original payment; or
- (b) The amount remaining after deducting BOISE THYROID-ENDOCRINOLOGY's usual and customary charges for the individual medical services rendered to the patient during the agreement period up to the cancellation date²; or
- (c) If the total of the usual and customary fees for the services delivered to the patient up to the time of cancellation exceed the amount paid in membership fees, you will compensate BOISE THYROID-ENDOCRINOLOGY any such excess amount.

6. Non-Participation in Insurance. The Patient acknowledges that **neither BOISE THYROID-ENDOCRINOLOGY, nor the Physician, participate in any health insurance or HMO plans or panels and have opted out of Medicare. Neither of the above make any representations whatsoever that any fees paid under this Agreement are covered by the Patient's health insurance or other third party payment plans.** It is the Patient's responsibility to determine whether reimbursement is available from a *private, non-governmental* insurance plan and to submit any required billing.

7. Medicare. This agreement acknowledges the Patient's understanding that the Physician has opted out of Medicare, and as a result, Medicare cannot be billed for any services performed for the Patient by the Physician. The Patient agrees not to bill Medicare or attempt to obtain Medicare reimbursement for any such services. If the Patient is eligible for Medicare, or becomes eligible during the term of this Agreement, then s/he will sign the Medicare Opt Out and Waiver Agreement attached as Appendix 4 and incorporated by reference. The Patient shall sign and renew the Medicare Opt Out and Waiver Agreement every two years, as required by law.

8. This Is Not Health Insurance. The Patient acknowledges and agrees 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). The Patient understands that **this Agreement is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry. The Agreement does not include hospital services, or any services not personally provided by the BOISE THYROID-ENDOCRINOLOGY, or its employees.** The Patient acknowledges that BOISE THYROID-ENDOCRINOLOGY has advised the patient to obtain or keep in full force, health insurance that will cover the Patient for healthcare not personally delivered by BOISE THYROID-ENDOCRINOLOGY, and for hospitalizations and catastrophic events.

² Usual and customary fees are available upon request.

9. Communications. The Patient acknowledges that communications with the Physician using e-mail, facsimile, video chat, cell phone, texting, and other forms of electronic communication are not guaranteed to be secure or confidential methods of communications. So, although BOISE THYROID-ENDOCRINOLOGY will take all reasonable precautions to protect the privacy of communications, **Patient expressly waives the Physician's obligation to guarantee confidentiality with respect to the above means of communication.** Patient further acknowledges that all such communications may become a part of the medical record.

By providing an e-mail address on the attached Appendix 2, the Patient authorizes BOISE THYROID-ENDOCRINOLOGY, and its Physicians to communicate with him/her by e-mail regarding the Patient's "protected health information" (PHI).³ The Patient further 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 BOISE THYROID-ENDOCRINOLOGY, nor the Physician can assure or 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) The 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 member could reasonably expect to develop into an emergency, the Patient understands and agrees to call 911 or the nearest Emergency room, and follow the directions of emergency personnel.**

(e) Email Usage. **If the Patient does not receive a response to an e-mail message within 24 hours, s/he agrees to contact the Physician by other means.**

(f) **Technical Failure.** Neither BOISE THYROID-ENDOCRINOLOGY, 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 BOISE

³ as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations.

THYROID-ENDOCRINOLOGY'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) your failure to comply with the guidelines regarding use of e-mail communications set forth in this paragraph.

10. Change of Law. 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 Agreement, or the activities of either party under the Agreement, or any change in the judicial or administrative 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 that party's rights, obligations or operations associated with the Agreement, then that party may, upon written notice, require the other party to enter into 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 within forty-five days after of date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.

11. Severability. 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.

12. Reimbursement for services rendered. If this Agreement is held to be invalid for any reason, and if BOISE THYROID-ENDOCRINOLOGY is therefore required to refund all or any portion of the monthly fees paid by You, You agree to pay BOISE THYROID-ENDOCRINOLOGY an amount equal to BOISE THYROID-ENDOCRINOLOGY's usual and customary charges for the individual medical services rendered to You during the period of time for which the refunded fees were paid.

13. 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, BOISE THYROID-ENDOCRINOLOGY may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation ("Applicable Law") by sending You 30 days advance written notice of any such change. Any such changes are incorporated by reference into this Agreement without the need for signature by the parties and are effective as of the date established by BOISE THYROID-ENDOCRINOLOGY, except that You shall initial any such change at BOISE THYROID-ENDOCRINOLOGY's request. Moreover, if Applicable Law requires 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.

14. Assignment. This Agreement, and any rights You may have under it, may not be assigned or transferred by You.

15. Relationship of Parties. You and the Physician intend and agree that the

Physician, in performing her 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 the Physician shall have exclusive control of her work and the manner in which it is performed.

16. Legal Significance. You acknowledge that this Agreement is a legal document and creates certain rights and responsibilities. You also acknowledge having 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.

17. Miscellaneous. This Agreement shall be construed without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. Captions in this Agreement are used for convenience only and shall not limit, broaden, or qualify the text.

18. 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.

19. 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 BOISE THYROID-ENDOCRINOLOGY in Meridian, Idaho.

20. SERVICE. All written notices are deemed served if sent to the address of the party written above or appearing in Appendix 2 by first class U.S. mail.

The parties have signed duplicate counterparts of this Agreement on the date first written above.

Lynn Ge-Zerbe, MD, for
BOISE THYROID-ENDOCRINOLOGY

Signature of Patient

Name of Patient (printed)

Date

APPENDIX 1 SERVICES AND PAYMENT TERMS

1. Medical Services. As used in this Agreement, the term Medical Services shall mean those medical services that the Physician, herself is permitted to perform under the laws of the State of Idaho and that are consistent with her training and experience as Endocrinologist and Internist, as the case may be. The Patient shall also be entitled to an annual in-depth “wellness examination and evaluation”⁴.

The Physician may from time to time, due to vacations, sick days, and other similar situations, not be available to provide the services referred to above in this paragraph 1. During such times, Patients will be given the name of and directed to another physician who will be “covering” for the Physician during her absence.

2. Non-Medical, Personalized Services. BOISE THYROID-ENDOCRINOLOGY shall also provide Patient with the following non-medical services (“**Non-Medical Services**”):

(a) **After Hours Access.** Patient shall have direct telephone access to the Physician seven days per week. Patient shall be given a phone number where patient may reach the Physician directly for guidance regarding concerns that arise unexpectedly after office hours. Video chat may be utilized when the Physician and Patient agree that it is appropriate. During the Physician’s absence for vacations, continuing medical education, illness, emergencies, or days off, BOISE THYROID-ENDOCRINOLOGY will provide the services of an appropriate licensed healthcare provider for assistance in obtaining medical services. Patient shall be given instructions as to how to contact such healthcare provider. Such provider shall be available to Patient to the same extent as would the Physician.

(b) **E-Mail Access.** Patient shall be given the Physician’s e-mail address to which non-urgent communications can be addressed. Such communications shall be dealt with by the Physician or staff member of BOISE THYROID-ENDOCRINOLOGY in a timely manner. **Patient understands and agrees that email 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 emergency medical personnel.

(c) **No Wait or Minimal wait Appointments.** Every effort shall be made to assure that Patient is seen by the Physician immediately upon arriving for a scheduled office visit or after only a minimal wait. If Physician foresees a minimal wait time, Patient shall be contacted and advised of the projected wait time.

(d) **Same Day/ Next Day Appointments.** If an office visit is requested prior to 12

⁴ A full list of endocrinology and wellness examination services is available upon request.

p.m. on a normal office day, we will make every effort to schedule a same day appointment. We will make every effort to schedule next day appointments for requests received after 12 p.m. But regardless of what time the request is made, BOISE THYROID-ENDOCRINOLOGY will always try to schedule same day appointments.

- (e) **After Hours Appointments.** After hours visits will be available by pre-arrangement.
- (f) **Visitors.** Family members* temporarily visiting a Patient from out of town may, for a two-week period, take advantage of the services described in subparagraphs (a), (c), and (d) of this paragraph. Medical services rendered to Patient's visitors shall be charged on a fee-for-service basis.

*** Family members who are Medicare beneficiaries must be covered by a Medicare Opt Out and Waiver Agreement in order to be treated by an BOISE THYROID-ENDOCRINOLOGY Physician.**

- (g) **Specialists Coordination.** BOISE THYROID-ENDOCRINOLOGY and Physician shall coordinate with medical specialists to whom Patient is referred to assist Patient in obtaining specialty care. **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 BOISE THYROID-ENDOCRINOLOGY Physician.**

Patient Enrollment
BOISE THYROID-ENDOCRINOLOGY, PC

Annual fees as set out below shall apply to the following Patient(s), who by signing below agree to the terms and conditions of the BOISE THYROID-ENDOCRINOLOGY, PC Medical Agreement Form.

| | | |
|--------------|----------------------------|-----|
| Printed Name | Date of Birth (MM/DD/YYYY) | Age |
|--------------|----------------------------|-----|

| | |
|----------------|------------------|
| Street Address | City, State, Zip |
|----------------|------------------|

| | | | |
|------------|------------|------------|-----------------|
| Home Phone | Work Phone | Cell Phone | Preferred email |
|------------|------------|------------|-----------------|

| | | |
|-------------|----------------------------|-----|
| Spouse Name | Date of Birth (MM/DD/YYYY) | Age |
|-------------|----------------------------|-----|

| | | | |
|------------|------------|------------|-----------------|
| Home Phone | Work Phone | Cell Phone | Preferred email |
|------------|------------|------------|-----------------|

Patients to Whom this Agreement Applies:

| | | |
|------------|----------------------------|-----|
| Print Name | Date of Birth (MM/DD/YYYY) | Age |
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| Print Name | Date of Birth (MM/DD/YYYY) | Age |
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| Print Name | Date of Birth (MM/DD/YYYY) | Age |
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Preferred Payment Method

- Yearly (Check or Credit/Debit)
- Monthly (Credit/Debit/Cash)
- Initial payment of three months, with subsequent payments due monthly (Credit/Debit/Cash)
- Employer* _____

* Employee must have a credit/debit card on file to cover the cost of incidentals not covered under the contract with employer.

I certify that I have read, understand, and agree to the terms set forth in the BOISE THYROID-ENDOCRINOLOGY Medical Agreement Form. I further certify that I have received a copy of this form.

Signature: _____

APPENDIX 4
MEDICARE OPT OUT AND WAIVER AGREEMENT

This agreement (Agreement) is entered into by and between BOISE THYROID-ENDOCRINOLOGY, PC, an Idaho professional corporation, Dr. Lynn Ge-Zerbe, (Physician), whose principal address is 1759 S Millennium Way, Meridian, Idaho 83642, and _____, a beneficiary enrolled in Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997 ("Beneficiary"), who resides at _____, _____, Idaho _____. The Physician has informed Patient that Physician has opted out of the Medicare program and is not excluded from participating in Medicare Part B under Sections 1128, 1156, or 1892 or any other section of the Social Security Act.

Introduction

The Balanced Budget Act of 1997 allows physicians to "opt out" of Medicare and enter into private contracts with patients who are Medicare beneficiaries. In order to opt out, physicians 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 physicians not opted out of Medicare). In essence, the physician 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 Physician is intended to be the contract physicians are required to have with Medicare beneficiaries when physicians opt-out of Medicare. This Agreement is limited to the financial agreement between Physician and Beneficiary and is not intended to obligate either party to a specific course or duration of treatment.

Physician Responsibilities

- (1) Physician agrees to provide Beneficiary such treatment as may be mutually agreed upon and at mutually agreed upon fees.
- (2) Physician 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) Physician agrees not to execute this contract at a time when Beneficiary is facing an emergency or urgent healthcare situation.
- (4) Physician agrees to provide Beneficiary with a signed copy of this document before items or services are furnished to Beneficiary under its terms. Physician also agrees to retain a copy of this document for the duration of the opt-out period.
- (5) Physician 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 Physician 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 Physician for such items or services.
- (3) Beneficiary agrees that s/he is not currently in an emergency or urgent health care situation.
- (4) Beneficiary agrees not to submit a claim to Medicare and not to ask Physician to submit a claim to Medicare.
- (5) Beneficiary understands that Medicare payment will not be made for any items or services 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) Beneficiary understands that Beneficiary has the right to obtain Medicare-covered items and services from physicians 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 physicians or practitioners who have not opted out of Medicare.
- (7) 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.
- (8) Beneficiary understands that CMS has the right to obtain copies of this contract upon request.
- (9) Beneficiary acknowledges that a copy of this contract has been made available to him/her.

Medicare Exclusion Status of Physician

Beneficiary understands that Physician 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 _____, 20____, and will continue in effect until _____, 20____. Either party may terminate treatment with reasonable notice to the other party, as provided in the agreement. Notwithstanding this right to terminate treatment, both Physician and Beneficiary agree that the obligation not to pursue

Medicare reimbursement for items and services provided under this contract will survive this contract.

Successors and Assigns

The parties agree that this agreement will be fully binding on their heirs, successors, and assigns.

Physician and Beneficiary intend to be legally bound by signing this agreement on the date set forth below.

Name of Beneficiary (printed)

Signature of Beneficiary

Date

BOISE THYROID-ENDOCRINOLOGY, PC

Name of Physician (printed)

Signature of Physician

Date Signed by Physician and Professional Corporation:

_____, 20____.