

Patient Agreement 6/21/2017



PATIENT AGREEMENT
The Bartlett Medical Clinic & Wellness Center

This Patient Agreement (the "Agreement") is between Columbus Medical Enterprises, LLC, an Ohio professional corporation, d.b.a. The Bartlett Medical Clinic & Wellness Center, located at 3763 N. High St. Suite B, Columbus, Ohio, 43214 ("Practice" or "The Bartlett Clinic") and Patient ("I" or "Patient" or "Member").

Practice offers family medicine in exchange for certain fees paid by Patient according to the terms and conditions described below. Communication is at the center of Practice's care, and this Agreement explains how we will work together.

1. General. I understand that membership refers to all services (including, but not limited to, healthcare and administrative tasks) that the Member may receive from The Bartlett Clinic. I understand this agreement and all its terms shall apply to Dr. Bartlett, all employees, healthcare providers (including other physicians, physicians in residency, nurse practitioners, and physician assistants) and representatives of The Bartlett Clinic, inclusive of potential shadowing medical students. I understand that at times other physicians or physician-extenders may provide care to the Member in Dr. Bartlett's absence or unavailability and they will be subject to these same terms and Agreement. I understand that I am entitled to a copy of this document should I request one.

2. Patient. As used in this Agreement, the term Patient means a person for whom Practice will provide Services. Practice reserves the right to accept or decline patients based upon our capability to appropriately manage the primary care needs of our patients.

a. Establishment as a Patient/Member

A person is considered an active member and established as a patient in the practice when the following conditions are met:

- i. Once they (or their family representative) have paid the enrollment fee, signed the Agreement, and sent all required registration forms, they are then an active Member; and
- ii. Once each member (or their family representative/guardian as appropriate) has come to the office for an appointment, they are then active Patients.

3. Services. As used in this Agreement, the term Services means primary care services and certain amenities (collectively "Services"), which are offered by Practice.

- a. **Volume of Services.** The number of in-person and virtual visits I may receive is not limited by this Agreement. However, I understand that if I am found to be abusing or overusing, in a medically or clinically non-productive way, The Bartlett Clinic's policy of unlimited visits per month, at Physician's discretion either termination of my membership may occur immediately, or an additional fee of \$75 per visit could apply. I understand that this policy exists to protect other members and to ensure fair access to medical care.
- b. **Availability.** Practice will make every effort to address Patient's medical needs in a timely manner. However, Practice cannot guarantee availability, and Practice cannot guarantee that Patient will not need to seek treatment in an urgent care or emergency department setting. I recognize that Dr. Bartlett may be unavailable by phone or in-person at times due to CME conferences, vacations, illness, technical malfunctions or other unforeseen situations. I understand that should Dr. Bartlett become unavailable, The Bartlett Clinic may attempt to

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arrange alternative coverage with another health care provider, but this coverage cannot be guaranteed.

- c. **Included Services.** I understand that The Bartlett Clinic provides a limited set of health care services in the specialty of Family Medicine, and the Physician's ability to provide care may be limited by training, experience, equipment, supplies, outside facilities (i.e., hospitals) and other unforeseen situations. I understand that Dr. Bartlett has the ultimate right to decide what services The Bartlett Clinic provides and that The Bartlett Clinic may add or discontinue the services it provides at any time at the discretion of the Physician. I understand that some of The Bartlett Clinic services, including, but not limited to, after-hours visits (those not during regular business hours), house calls, labs, procedures, and medications, may require payment of an additional fee.
- i. My adult membership includes primary care, including well and sick care. I understand that I will be provided a limited set of services at no charge, including basic communications with the Physician and The Bartlett Clinic, unlimited nurse and doctor visits (when available) at the clinic during regular business hours, work/sports physicals, coordination of care, and referrals to other providers. Note: Minimalist Primary Care does not have included unlimited office visits; limited to 4 visits per 12 month period without additional cost. For further details see Addendum A: Membership Options.
 - ii. I understand my child's membership includes simple school/sports physicals and sick care, similar to such as those visits that would require minor care at an urgent care, as appropriate. As of currently, "well child visits" are not offered, but this could change in the future. Rarely, physician may recommend vaccines which are not available at the clinic, for example, updated tetanus after a laceration. Note: Minimalist Primary Care does not have included procedures without additional costs. For further details see Addendum A: Membership Options.
 - iii. Some services available in our office, such as EKGs, are available at no additional cost to me. Note: Minimalist Primary Care does not have included procedures without additional costs. For further details see Addendum A: Membership Options.
 - iv. I understand some services, such as minor surgery, are available in Practice's office and incur an additional fee ("Itemized Charges"). Note: Minimalist Primary Care does not have included procedures without additional costs. For further details see Addendum A: Membership Options.
- d. **Excluded Services.** Currently vaccines, and basic gynecological services are not offered. I may need to use the care of specialists (e.g., obstetrician, cardiologist, pulmonologist), emergency rooms, and urgent care centers that are outside the scope of this Agreement. Physicians within Practice will make an appropriate determination about the scope of primary care services offered by Practice on a case-by-case basis. Regarding hospital care, I understand that the Practice does not provide care directly to patients while they are admitted to the hospital, but coordination of care can continue. Discussions between Patients, family members, and hospital caretakers with the Practice staff regarding care in the hospital are encouraged. Ancillary services are also excluded services.

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- e. **Ancillary Services.** Examples of Ancillary Services include laboratory testing, radiologic testing, pathology studies, surgery and specialist consultations, and dispensed medications, including but not limited to vaccinations if available. If Patient maintains health insurance (which Practice highly recommends), it may or may not cover the costs of these services. Practice will endeavor to place orders for Ancillary Services in a manner that is cost effective for Patient. These will be billed to Patient at the time of service, and payment is expected at time the service is rendered (see "Itemized Fees" below).
 - i. Labs ordered through our clinic require payment at time of ordering. If patient elects to not have labs performed, patient will not be refunded the balance of labs billed.
 - j. **Controlled Substances.** It is not the policy of Practice to prescribe chronic controlled substances on Patient's behalf, including commonly abused opioid medications, benzodiazepines, and other stimulants. Physician reserves right to make case-by-case exception for ADHD evaluation and treatment.
 - k. **After Hours Visits & Out of Office Visits.** Subject to the availability of our Physicians, after-hours and out of office visits (house calls or home visits) are offered for Premium Plus Memberships and Premium Memberships; out of office visits (house calls or home visits) require patients to reside within a ten (10) mile radius of Practice for an additional fee of \$49 per visit. . After hours visits require an additional \$99 convenience fee. There is no guarantee of after-hours or out of office availability
- 4. **Consent to Treat.** I acknowledge and hereby authorize Practice to use and/or disclose my health information which specifically identifies me, or which can reasonably be used to identify me, to carry out my treatment, payment and healthcare operations.
 - a. Treatment includes but is not limited to: the administration and performance of all treatments, the administration of any needed anesthetics, the administration and use of prescribed medication, the performance of such procedures as may be deemed necessary or advisable in the treatment of the member, including but not limited to: diagnostic procedures, the taking and utilization of cultures and of other medically accepted laboratory tests, all of which in the judgment of the attending physician or their assigned designees may be considered medically necessary or advisable.
- 5. **Scheduling.** In order to best serve the needs of all Practice's patients, Practice prefers that Patients schedule visits more than 24 hours in advance whenever possible.
 - a. **Missed Appointments.** Practice requests that established Patient provide them with a minimum of 24 hours' notice if they are unable to attend a scheduled appointment, as advance notice helps Practice provide the best possible experience for all of Practice's patients.
 - b. **Late Cancellation/No Show For Initial New Member Appointment Fee.** Practice charges a \$50 Late Cancellation and/or No Show Fee for failure to notify practice 24 business hours prior to scheduled appointment. No exceptions.
- 6. **Fees.**
 - a. In exchange for Services, I agree to pay Practice the following fees:

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- i. **Monthly Fee.** Patient's Monthly Fee is based on preferred level of care (see Addendum A for options), and will adjust accordingly. "Month" is defined as a 30 day calendar day period. Billing in arrears: Patient's Monthly Fee payment is expected on the 1st of the Month (or agreed upon due date not to exceed further than 30 days from original date of enrollment) for the prior Month's service, using online automatic billing, and is payable by automatic debit from Patient's bank or credit card account. Patient is required to have (2) forms of payment (credit/debit/ACH transfer) on file at all times. Patient may delineate which is to be used for primary payment.
 - a. **See Addendum A for Membership Fees.**
- ii. **Enrollment Fee.** Patient's Enrollment Fee is \$99 per individual member and maximum enrollment fee per family is \$249. This fee covers the initial administrative cost of my membership and is not related to the provision of Services. This fee is payable upon execution of this Agreement and is no longer refundable following the earlier of five (5) business days after online enrollment or initial provision of Services.
- iii. **Itemized Charges.** The fee for Itemized Charges may change in response to Practice's costs, as Practice endeavors to make these services as affordable as possible. I understand that some of The Bartlett Clinic services, including, but not limited to, after-hours visits (not during regular business hours), house calls, labs, procedures, and medications, may require payment of an additional fee. These fees are subject to change without notice, but The Bartlett Clinic will always disclose any charges prior to rendering service.
- iv. **Late Fees.** The relationship between Patient and Practice is maintained by on-time payments. In the event that Patient knows they will be unable to pay a Fee(s) on time, Patient must notify The Bartlett Clinic and attempt to find a solution. Failure by Patient to pay Monthly payments on time may be regarded as termination of our relationship as Patient's physician.
 - A. Credit/Debit card/ACH payments that are denied or rejected will incur a \$10 processing fee for each individual member of family.
 - B. Patient payment is expected no later than seven (7) calendar days past the 1st of the month (or due date); payments beyond that date will incur a \$10 late fee for each individual member of family.
 - C. Failure by Patient to make payment within 30 days of 1st of the Month (or due date) will result in a suspension of membership. During such suspension, Services will not be provided by Practice until all owed payments are received.
 - D. Failure by Patient to make a payment within 60 days of 1st of the Month will result in termination of Patient's membership. Practice reserves the right to (i) decline Patient re-enrollment and/or (ii) require Patient to go to the end of any patient waiting list that exists. Additionally, Patient must come to the office to sign a new Patient Agreement, and Patient will be required to pay a \$200 per individual (or max \$400 per

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family unit) re-enrollment fee before returning to active patient status. Patient will also be required to pay any outstanding patient bills from the prior membership term. Failure to make payments can lead to utilization of Collection Agencies to re-coup payments.

- b. I understand that being a member of The Bartlett Clinic requires payment of an ongoing, recurring membership fee and that the Member (or a sponsoring employer) must continue to pay membership fees to receive services and health care from The Bartlett Clinic.
 - c. I acknowledge that The Bartlett Clinic may change the amount of the membership fee at any time in the future, but will notify me in writing, by email, portal or other electronic means, of any changes at least 30 days prior.
 - d. I acknowledge that if joining as an individual, couple, or family for Liberty Direct (not sponsored by an employer), an enrollment fee is required upon joining The Bartlett Clinic and this fee is non-refundable per terms listed previously.
 - e. If joining as an individual, couple, or family for Liberty Direct (not sponsored by an employer) or as a non-Liberty Direct member, I understand that upon cancellation of this membership termination will take effect at the end of the month in which notice is received. Until written termination notice is received by The Bartlett Clinic, membership fees will continue to be my obligation.
 - f. I acknowledge that if I am under an employer-sponsored plan, the employer and the employee are entirely responsible for managing any payroll deductions that may be related to The Bartlett Clinic and this membership.
 - g. If joining on an employer-sponsored plan, I understand that any and all membership fees paid by my employer, or payroll deductions related to this membership, are non-refundable.
 - h. I understand that The Bartlett Clinic cannot guarantee reimbursement for any of The Bartlett Clinic Services or resultant charges from any third-party health plans, including insurance plans and savings accounts (health savings or flexible spending).
7. **Disclaimer of Non-Insurance.** Patient acknowledges and understands that this Agreement is not a health insurance plan, and is not a substitute for health insurance or other health plan coverage. It is highly recommended that Patient maintain health insurance for care Patient may need that is not part of our Services.
8. **Non-Participation in Health Insurance. Fees paid are not health insurance.** I acknowledge that neither Practice, nor the Physician(s) participate in **any** public or private health insurance or Health Management Organization ("HMO") plans, Medicaid or CHIPS. Neither Practice nor its Physician(s) make any representations regarding third party insurance reimbursement of fees paid under this Agreement, and such reimbursement is not anticipated by this Agreement.
9. **Non-Participation in Medicare.** I specifically acknowledge that pursuant to federal regulations, Practice and its Physician(s) have elected "opt out" status of Medicare participation. This means that Medicare cannot be billed for any Services performed under this Agreement. Further, I agree not to bill Medicare or attempt Medicare reimbursement for any such services.
- a. If Patient is eligible for Medicare, or during the term of this Agreement Patient becomes eligible for Medicare, then Practice is required to obtain Patient's understanding, memorialized

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by Patient's signature, of Practice's Private Contract & Voluntary Advance Beneficiary Notice of Non-Covered Services ("ABN"). If Patient is (or becomes) Medicare eligible and chooses not to sign our ABN, Patient's membership will automatically terminate and Patient will be responsible for Monthly Fee inclusive to the end of the Month.

10. Term. This Agreement will commence on the date it is signed by the parties and shall have an initial term of one (1) completed and paid in full Month. Upon the expiration of the initial term this Agreement shall automatically renew for successive Monthly terms until the Agreement is terminated pursuant to the terms of "Termination of Agreement", below. I understand that the Membership Plan Level that I choose has a rate locked in for minimum 12 months. If more care is needed prior to 12 months, I may elect to elevate to Premium Plus or Premium.

11. Termination of Agreement.

a. By patient.

- i. The Patient 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. Should Patient choose to terminate, The Bartlett Clinic will cooperate and assist in transferring records to a new primary physician. You will be notified of, if any, potential fees for transferring records at that time.
- ii. Termination will take effect at the end of the Month of Patient's current billing cycle in which notice is received. Until written termination notice is received by The Bartlett Clinic, I will continue to be responsible for membership fees. I will also still be responsible for any additional Itemized Charges incurred prior to last day of membership.
- iii. Notwithstanding any other provision of this Agreement, if Patient's decision to terminate is based on a grievance with Practice, Patient will give Practice an opportunity to make it right, prior to issuing Patient's written notice of termination or taking other action.

b. By Practice. The Bartlett Clinic 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. The Bartlett Clinic will not terminate this Membership Contract on the basis of a status protected by law. There are certain circumstances in which Practice may choose to terminate this Agreement. Such circumstances may include, but are not limited to, the following:

- i. I fail to pay fees and charges when they are due.
- ii. I fail to sign the Practice's Medicare Opt Out Agreement or ABN, as applicable.
- iii. I have performed an act that constitutes fraud.
- iv. I fail to adhere to the recommended treatment plan, especially regarding the use of controlled substances.
- v. Practice feels as though I am dishonest, disruptive, abusive, or present an emotional or physical danger to the staff or other patients of Practice.

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- vi. Practice discontinues operation, or discontinues operation as a direct practice.
- c. **Re-Enrollment.** If I choose to discontinue my membership and I later wish to re-enroll, Practice reserves the right to decline re-enrollment or require me to pay a re-enrollment fee of \$149 per individual (or \$249 max per family), plus the current monthly fee paid in arrears.

12. Privacy & Communications.

- a. **Limited Disclosure.** Practice will not disclose Patient's Protected Health Information ("PHI") for reasons unrelated to the delivery of Services, or the provision of other health care services on Patient's behalf.
- b. **My Privacy Rights.** Practice will adhere to its obligations regarding my privacy rights as identified in Practice's Patient Notice of Privacy Practices. See **ADDENDUM D: NOTICE OF PRIVACY POLICY.**
- c. **Methods of Communication.** I acknowledge that communications with the Physician using e-mail, facsimile, video chat, instant messaging, and mobile/cell phone are not guaranteed to be secure or confidential methods of communications. As such, I expressly waive the Physician's obligation to guarantee confidentiality with respect to correspondence using such means of communication. I acknowledge that all such communications may become a part of my medical records. If I initiate a conversation in which I disclose PHI on any of these communication platforms, I authorize Practice to communicate with me regarding all PHI in the same format.
 - i. By providing Patient's e-mail address and mobile (cell) phone number on the "**Patient Enrollment and Communications Consent**," Patient authorizes The Bartlett Clinic, and its Physicians to communicate with Patient by e-mail regarding PHI (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations).
 - ii. By inserting Patient's e-mail address and mobile (cell) phone number in "**Patient Enrollment and Communications Consent**," Patient acknowledges that:
 - A. E-mail/text message 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/text message communications confidential and secure, neither The Bartlett Clinic, nor the Physician, can assure or guarantee the absolute confidentiality of e-mail communications/text messages;
 - C. At the discretion of the Physician, e-mail/text message communications may be made a part of Patient's permanent medical record; and,
 - D. Patient understands and agrees that e-mail/text message 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, Member**

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shall call 911 or go to the nearest Emergency room, and follow the directions of emergency personnel.

- d. If Patient does not receive a response to an e-mail or text message within one 24-hour business day, Patient agrees to use another means of communication to contact the Physician. Neither The Bartlett Clinic, 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 the Practice'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) my failure to comply with the guidelines regarding use of e-mail communications set forth in this paragraph.

13. Miscellaneous.

- a. **Amendment.** No amendment or variation of the terms of this Agreement shall be valid unless in writing and signed by both Parties. Notwithstanding the foregoing, the Physician may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation ("Applicable Law") by sending Patient 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 The Bartlett Clinic, except that Patient shall initial any such change at The Bartlett Clinic'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.
- b. **Anti-Referral Laws.** Nothing in this Agreement, nor any other written or oral agreement, nor any consideration in connection with this Agreement, contemplates or requires or is intended to induce or influence the admission or referral of any patient to or the generation of any business between Practice and any other person or entity. This Agreement is not intended to influence any Physician's professional judgment in choosing the appropriate care and treatment of patients.
- c. **Assignment.** This Agreement, and any rights Patient may have under it, are not assignable or transferable by Patient.
- d. **Legal Significance.** Patient acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Patient also acknowledges that they 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.
- e. **Indemnification.** Patient agrees to indemnify and hold the Practice and its members, officers, directors, agents, and employees harmless from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses, including interest, penalties, attorney fees, etc. which are imposed upon or incurred by the Practice as a result of the Patient's breach of any of Patient's obligations under this Agreement.
- f. **Captions and Headings.** The captions and headings for each provision of this Agreement are included for convenience of reference only and are not to be considered a part hereof, and

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shall not be deemed to modify, restrict or enlarge any of the terms or provisions of this Agreement.

- g. Entire Agreement.** This Agreement, plus the attached ADDENDUMS A, B, C, and D, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all other agreements, understandings, negotiations, or representations, oral or written, between them.
- h. Addressing Concerns.** I agree to first bring a written account of any complaints regarding The Bartlett Clinic to the attention of The Bartlett Clinic staff. If the issue is not resolved, I agree to participate in a mediated solution, in which I earnestly seek a solution in the presence of the owner of The Bartlett Clinic, prior to pursuing legal action.
- i. Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Ohio, and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Practice's address in Columbus, Ohio.
- j. No Waiver.** No waiver of a breach of any provision of this Agreement will be construed to be a waiver of this Agreement, whether of a similar or different nature, and no delay in acting with regard to a breach shall be construed as a waiver of that breach.
- k. Non-Discrimination.** Under no circumstances will Practice discriminate against Patient, or terminate this Agreement, on the basis of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, immigration status, or any other protected status.
- l. Notices.** Any notices or payments required or permitted to be given under this Agreement shall be deemed given when in writing, by electronic transmission, hand delivered, or with proof of deposit in the United States mail. All notices shall be deemed delivered on the date of actual delivery, as evidenced by the return receipt or courier record, or by verified digital date stamp in the case of electronic transmission.
- m. Severability.** If 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 the offending provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law in its modified form.
- n. Reimbursement for Services Rendered.** If this Agreement is held to be invalid for any reason, and if Practice is therefore required to refund all or any portion of the Monthly Fees paid by Patient, Patient agrees to pay Practice an amount equal to the fair market value of the Services actually rendered to Patient during the period of time for which the refunded fees were paid commensurate with prevailing rates in Franklin County, Ohio.
- o. Survival.** Any provisions of this Agreement creating obligations extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.

[SIGNATURE BLOCK AFTER ADDENDUM PAGES]

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ADDENDUM A: MEMBERSHIP OPTIONS

1. Minimalist Primary Care

a. Included with this level of care:

- i. 4 visits per 12 month cycle free of additional charge (unused visits do not rollover year-to-year, fyi).
- ii. Additional needed visits are \$40 per visit.
- iii. Extra charge for procedure(s) depending on type.
- iv. Convenient discounted labs.
- v. Access to steeply reduced (50-80%) prices of generic medications.
- vi. Ability to email/text/call/telemed with your Physician/Provider as medically appropriate.
- vii. Excluded: House calls/home visits and after hour availability.

b. Fees:

- i. Individual \$59 per month
- ii. Family (Married, Legally Partnered Couple) \$109 per month
- iii. Family (Married, Legally Partnered Couple + 2 children under ages 8 years old to 21) \$175 per month
- iv. Each additional Child (Ages 8 years old to 21) \$ 9 per month

2. Premium Primary Care

a. Included with this level of care:

- i. Unlimited visits per year. (So long as it is not abused.)
- ii. No additional charge for procedures in office.
- iii. House calls for additional \$49. (Physician/Provider will work with you to see if this is really necessary.)
- iv. After hours visit for additional \$99, if Physician/Provider is available.
- v. Convenient discounted labs.
- vi. Access to steeply reduced (50-80%) prices of generic medications.
- vii. Ability to email/text/call/telemed with your Physician/Provider as medically appropriate.

b. Fees:

- i. Individual \$99 per month

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- ii. Family (Married, Legally Partnered Couple) \$189 per month
- iii. Family (Married, Legally Partnered Couple + 2 children under ages 8 years old to 21) \$289 per month
- iv. Each additional Child (Ages 8 years old to 21) \$19 per month

3. Premium Plus Primary Care

a. Included with this level of care:

- i. 1 office visit per month for weight loss management with in-depth initial consultation, monthly biometric monitoring, health mentoring.
- ii. Unlimited office visits per month (so long as not abused) for primary care in addition to visit related to weight loss.
- iii. House calls for additional \$49. (Physician/Provider will work with you to see if this is really necessary.)
- iv. After hours visit is additional \$99, if Physician/Provider is available.
- v. No additional charge for procedures in office.
- vi. Convenient discounted labs.
- vii. Access to steeply reduced (50-80%) prices of generic medications.
- viii. Ability to email/text/call/telemed with your Physician/Provider as medically appropriate.

b. Fees:

- i. Individual \$149 per month
- ii. Family (Married, Legally Partnered Couple) \$279 per month
- iii. Family (Married, Legally Partnered Couple + 2 children under ages 8 years old to 21) \$439 per month
- iv. Each additional Child (Ages 8 years old to 21) \$19 per month

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ADDENDUM B: WEIGHT LOSS COUNSELING OPTIONS

1. Weight Loss Only Membership
 - a. Included with this level of care:
 - i. 1 office visit per month for weight loss management with in-depth initial consultation, monthly biometric monitoring, health mentoring.
 - ii. Convenient discounted labs access.
 - iii. No primary care is included with this.
 - b. Fees:
 - i. Individual \$89 per month
 - ii. Family (Married, Legally Partnered Couple) \$169 per month
 - iii. Family (Married, Legally Partnered Couple + 2 children under ages 8 years old to 21) \$259 per month
 - iv. Each additional Child (Ages 8 years old to 21) \$19 per month
2. Single Weight Loss Consultation
 - a. 1 office visit for weight loss with in-depth initial consultation.
 - i. 1 (30) minute office visit within 30 days of original consultation if labs are obtained to review with patient.
 - ii. Labs are not included in consultation price.
 - iii. No other follow up is included.
 - iv. If follow up is desired, Weight Loss Membership must be joined.
 - v. No primary care is included with this.
 - b. Fees:
 - i. \$250 for 2 hour in office consultation.

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ADDENDUM C: NOTICE OF FEE SCHEDULE

1. My review of Agreement is proof of my satisfactory review of Dr. Bartlett's fee schedule. Further I agree to payment of fees on the day of service with either cash or credit/debit or ACH transfer using Hint Health or Square or Atlas MD (or other new or added) for merchant services. I understand that Dr. Heather Bartlett and The Bartlett Medical Clinic & Wellness Center will neither file any insurance on my behalf, nor do they accept any insurance payment. I understand that they do not participate in Medicare, Medicaid, or any private insurance contracts related to The Bartlett Medical Clinic & Wellness Center.

**ADDENDUM D: NOTICE OF PRIVACY POLICY**

Notice of Privacy Practices

Your Information. Your Rights. Our Responsibilities.

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. **Please review it carefully.**

Uses and Disclosures

The following categories describe the different ways in which we may use and disclose your individually identifiable health information, unless you object:

Treatment. Your health information may be used by staff members or disclosed to other health care professionals for the purpose of evaluating your health, diagnosing medical conditions, and providing treatment. For example, results of laboratory tests and procedures will be available in your medical record to all health professionals who may provide treatment or who may be consulted by staff members. Additionally, we may disclose your health information to others who may assist in your care, such as other healthcare providers, your spouse, your children or parent.

Payment. Your health information may be used in order to bill and collect payment for the services and items you may receive from us. For example, we may use and disclose your health information to obtain payment from third parties that may be responsible for such costs, such as family members. Also we may use your health information to bill you directly for services and items.

Health care operations. Your health information may be used as necessary to support the day to day activities and management of The Bartlett Medical Clinic & Wellness Center. For example, information on the services you received may be used to support budgeting and financial reporting, activities to evaluate and promote quality, to develop protocols and clinical guidelines, to develop training programs, and to aid in credentialing medical review, legal services, and insurance.

Appointment reminders. Your health information will be used by our staff to contact you and send you appointment reminders.

Information about treatments. Your health information may be used to send you information that you may find interesting on the treatment and management of your medical condition. We may also send you information describing other health related products and services that we believe may interest you.

Law enforcement. Your health information may be disclosed to law enforcement agencies to support government audits and inspections, to facilitate law enforcement investigations, and to comply with government mandated reporting.

Release of Information to Family/Friends. Our practice may release your health information to a friend or family member that is involved in your care, or who assists in taking care of you. For example, a parent or guardian may ask that a babysitter take their child for an appointment. In this example, the babysitter or friend may have access to this child's medical information.

Patient mass communication. We may use your name and email address(es) and/or text numbers to contact you with bulk messaging. For instance, to share new promotions for the clinic, to send clinic newsletters, or to notify you of a physician's upcoming absence, such as for vacations.

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Other uses and disclosures in certain special circumstances.

- **Public Health Risks** - (i.e. vital statistics, child abuse/neglect, exposure to communicable diseases, reporting reactions to drugs or problems with products or devices.)
- **Health Oversight Activities**
- **Lawsuits and Similar Proceedings** – May use or disclose in response to a court or administrative order, if you are involved in a lawsuit or similar proceeding or in response to a discovery request, subpoena, or other lawful process.
- **Deceased Patients** – May be required to release to a medical examiner or coroner. If necessary, we may also release information in order for funeral director to perform their jobs.
- **Organ and Tissue Donation**
- **Serious Threats to Health or Safety**
- **Military** - If you are a member of the U.S. or foreign military forces (including veterans) and if required by the appropriate authorities.
- **National Security**
- **Inmates** – Our practice may disclose your health information to correctional institutions or law enforcement officials if you are an inmate or under the custody of a law enforcement official. Disclosure would be necessary for the institution to provide health care services to you, for the safety and security of the institution, and/or to protect your health and safety or the health and safety of others.
- **Worker's Compensation**

Disclosures of your health information or its use for any purpose other than those listed above requires your specific written authorization. If you change your mind after authorizing a use or disclosure of your information, you may submit a written revocation of the authorization. However, your decision to revoke the authorization will not affect or undo any use or disclosure of information that occurred before your notified us of your decision to revoke your authorization.

Your Rights

You have certain rights under the federal privacy standards. These include:

- The right to request restrictions on the use and disclosure of your protected health information for treatment, payment, or health care operations. You have the right to restrict our disclosure to only certain individuals involved in your care or the payment for your care, such as family members and friends. We are not required to agree to your request; however, if we do not agree, we are bound by our agreement except when otherwise required by law, in emergencies or when the information is necessary to treat you. You must make your request in writing to the attention of the Privacy Officer. Your request must be described in a clear and concise fashion: a) the information you wish restricted; b) whether you are requesting to limit our practice's use, disclosure or both; c) to whom you want the limits to apply.
- The right to receive confidential communications concerning your medical condition and treatment
- The right to inspect and copy your protected health information. We will provide a copy or summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee. Our practice may deny your request to inspect and/or copy in certain limited circumstances; however, you may request a review of the denial.
- The right to amend or submit corrections to your protected health information. This request must be made in writing and submitted to Privacy Officer with reasons to support your request. We may deny your request if you ask us to amend information that is in our opinion: a) accurate and

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complete; b) not part of the health information kept by or for the practice; c) not part of the health information which you are permitted to inspect and copy; or d) not created by our practice, unless the individual or entity that created is not available to amend the information. We will provide a written explanation for any denial in 60 days.

- The right to receive an accounting of how and to whom your protected health information has been disclosed. We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any that you asked us to make). We will provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.
- The right to receive a printed copy of this notice, even if you have agreed to receive the notice electronically.

Requests to Inspect Protected Health Information

You may generally inspect or copy the protected health information that we maintain. As permitted by federal regulation, we require that requests to inspect or copy protected health information be submitted in writing. You may obtain a form to request access to your records by contacting your physician and/or privacy officer. Your request will be reviewed and will generally be approved unless there are legal or medical reasons to deny the request.

The Bartlett Medical Clinic & Wellness Center Practice's Duties

We are required by law to maintain the privacy of your protected health information and to provide you with this notice of privacy practices. We also are required to abide by the privacy policies and practices that are outlined in this notice.

Right to Revise Privacy Practices

As permitted by law, we reserve the right to amend or modify our privacy policies and practices. These changes in our policies and practices may be required by changes in federal and state laws and regulations. Upon request, we will provide you with the most recently revised notice on any office visit. The revised policies and practices will be applied to all protected health information we maintain.

Complaints

If you would like to submit a comment or complaint about our privacy practices, you can do so by sending a letter outlining your concerns to:

The Bartlett Medical Clinic & Wellness Center
Attn: Privacy Officer
3763 N. High St., Suite B
Columbus, Ohio 43214

If you believe that your privacy rights have been violated, you should call the matter to our attention by sending a letter describing the cause of your concern to the same address. You will not be penalized or otherwise retaliated against for filing a complaint.