Direct Primary Care Contract

This is an agreement entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ by and between Matron Health, LLC, located at \_\_\_786 McCool Road Suite 6, Valparaiso, IN 46385\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(practice) Melissa Grcich, NP-C (Nurse Practitioner) in her capacity as an agent of Matron Health, LLC and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Patient/Business-Business Owner).

 The Nurse Practitioner delivers care on behalf of Matron Health LLC at the aforementioned address, at a satellite office, or in your home in exchange for certain fees paid by you. Matron Health, LLC, through its Nurse Practitioner, agrees to provide patient with services described in this agreement on the terms and conditions set forth in this agreement.

1. **Patient**. A patient is defined as those persons for whom the Nurse Practitioner shall provide services.
2. **Business Owner**. An individual who is the owner/operator of a **business** and is responsible for ensuring payment for current employees who are patients for whom the Nurse Practitioner shall provide services.
3. **Services**. As used in this agreement, the term services shall mean services, both medical and non-medical, which are offered by Matron Health, LLC.
4. **Terms**. This agreement shall commence on the date signed by the parties below and continue for a period of one year, automatically renewed annually.
5. **Fees**.
	1. **Individual Fees** In exchange for non-insurance billed services, patient agrees to pay Matron Health LLC on a monthly basis $60 per person with a discounted price of $48 per month for spouses or household family members listed in this agreement ages 10 and older. Fees will be automatically drafted from patient’s selected account. There will be a late fee of $10 applied to the patient’s account on the following month’s billing cycle.
6. **Participation in Insurance**. Patient acknowledges the Matron Health, LLC does not participate in any health care plans. Matron Health is not a participating provider in Medicare or Medicaid and therefore Medicare/Medicaid will never be billed for services rendered. Fees paid under this agreement are not covered by your health insurance or other third party payment plans applicable to the patient. The patient shall retain full and complete responsibility for such determination.
7. **Insurance of other medical coverage**. Patient acknowledges and understands that this agreement is not an insurance plan, and not a substitute for health insurance or any other health plan coverage (such as a membership in a PPO or Medicare) It will not cover hospital services or any services not personally provided by Matron Health, LLC or Melissa Grcich NP. Patient acknowledges that Matron Health, LLC and Melissa Grcich NP have advised that the patient obtain or keep in full force such health insurance policies or plans that will cover patient for general health care costs. Patient acknowledges that this agreement is not a contract that provides health insurance or health plan coverage that the patient may carry.
8. **Term: Termination**. This agreement will commence on the date determined above and will extend annually thereafter. Notwithstanding the above, both the patient and Matron Health, LLC shall have the absolute and unconditional right to terminate the agreement without showing of any cause for termination, upon giving 30 days prior notice to the other party. Unless previously set forth above, at the expiration date of the initial one-year term (and each succeeding annual term), the agreement will automatically renew for successive annual terms upon continuation of the installment fee.
9. **Lab fees**: Matron Health LLC will cover initial wellness labs, women’s wellness panels, and screening labs. Any additional labs, requests from patient for special labs, or lab orders prescribed by another provider will be the patient’s financial responsibility. If the patient terminates service within 3 months of signing the patient contract, any labs drawn within that first 3 months, will be charged to the patient.
10. **Communication**. You acknowledge that electronic communications with the Nurse Practitioner are not secure or confidential methods of communication. As such, you expressively waive the Nurse Practitioner’s obligation to guarantee confidentiality with respect to correspondence using such means of communication. You acknowledge that all such communications may become part of your (the patient) medical records. By providing patient’s email address, you (the patient) authorize Matron Health, LLC and its Nurse Practitioner to communicate with patient by email regarding patient’s “protected health information” (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPA) of 1996 and its implementing regulations). Patient acknowledges that:
11. Although the Nurse Practitioner will make all reasonable efforts to keep email communications confidential, neither Matron Health, LLC nor Melissa Grcich NP can assure or guarantee confidentiality of email communications.
12. In the discretion of the Nurse Practitioner, email communications may be made a part of the patient’s medical record; and
13. Patient understands and agrees that email 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 patient could reasonably expect to develop into and emergency, patient shall call 911 or the Emergency Care Center, and follow the directions of the emergency personnel.**
14. If patient does not receive a response to an email message, patient agrees to use another means of communication to contact the Nurse Practitioner, neither Matron Health or Melissa Grcich NP will be liable to the patient for any loss, cost, injury, or expense caused by, or resulting from a delay in responding to patient.
15. If there is a change in any law, regulation or rule, federal, state, or local, which affects the agreement including these terms and 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 thirty days after the date of the effective date of change, then either party may immediately terminate the agreement by written notice to the other party.
16. **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.
17. **Reimbursement for services rendered.** If this agreement is held to be invalid for any reason, Matron Health or Melissa Grcich NP is therefore required to refund all or any portion of the fees (if paying in advance or annually, in a lump sum), and amount equal to reasonable

value of the services actually rendered to patient during the period of time for which the refunded fees were paid.

1. **Amendment**. No amendment of this agreement shall be binding on a party unless it is made in writing and signed by all parties. Notwithstanding the foregoing, the Nurse Practitioner may unilaterally amend this agreement to the extend required by federal, state, or local regulation (“Applicable Law”) by sending you (patient) 30 days advanced written notice of any such change. Ay such changes are incorporated by reference into this agreement without need for signature by parties and are effective as of the date established by Matron Health, LLC except that the patient shall initial any such change at Matron Health, LLC or Melissa Grcich’s request. Moreover, if Applicable Law requires this agreement to contain provisions that are note expressively 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 ha bee expressly set forth in this agreement.
2. **Assignment.** This agreement, and any rights patient may have under it, may not be assigned or transferred by patient.
3. **Relationship of parties**. Patient/Business Owner and Nurse Practitioner intend and agree that the Nurse Practitioner, in performing 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 Nurse Practitioner shall have exclusive control of her work and the manner in which it is performed
4. **Legal Significance**. Patient/Business Owner acknowledges that this is a legal document and creates certain right and responsibilities. Patient/Business also acknowledges having had a reasonable time to seek legal advice regarding this agreement and has either chose not to do so or has done so and is satisfied with the terms and conditions in which it is performed.
5. **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 on and shall not limit, broaden, or qualify the text.
6. **Entire Agreement**. This agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings an agreements regarding the subject matter of this agreement.
7. **Jurisdiction**. This agreement shall be governed and construed under the laws of the State of Indiana and all disputes arising out of this agreement shall be settled by arbitration within proper venue and jurisdiction for Matron Health, LLC.
8. **Service**. All written notices are deemed served if sent to the address of the party as entered in the practice of Electronic Health Record by first class U.S. Mail.
9. **Release of liability.** I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, have read and understand the above contractual agreement regarding the payments and medical treatment being administered to me and I consent to medical treatment. I further acknowledge that I am agreeing to medical treatment of my own accord. I agree to release the facility, Matron Health LLC, and the medical practitioner, Melissa Grcich NP-C, from any liability arising from treatment rendered while under the medical management of Melissa Grcich NP-C at Matron Health LLC.

Primary Patient/Business Owner Name Signature Date

Family Member/Employee Name Signature

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Family Member/Employee Name Signature

Please sign the automatic payment form and return with this agreement in order to commence services outlined in this agreement.

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| **Matron Health, LLC** **Authorization Agreement for Direct Payments (ACH Debits)** Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Client Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  I(we) hereby authorize Matron Health, LLC, hereinafter called COMPANY, to initiate Debit entries from my account indicated at the depository financial institution named below, hereafter called DEPOSITORY, and to Credit the same from such account. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law.  Financial Institution Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Routing Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State\_\_\_\_\_\_\_\_\_\_\_ZIP\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Account Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Checking Account Savings Account (Include a voided check or letter from bank or credit union with routing number and account number)  Authorized Amount $\_\_\_\_\_\_\_\_\_\_($60 for one person, $48 for spouse and additional family members)  Frequency - Monthly Quarterly  On the \_\_\_\_\_\_\_\_\_\_\_\_\_\_of each month: (15th , or 30th)   This Authorization is to remain in full force and effect until my contract is pain in full or COMPANY has received written notification from me of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.   Name(s)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Please Print  Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |