

PATIENT AGREEMENT
Inspire Family Medicine, PLLC

This is an Agreement between Inspire Family Medicine, PLLC located at: 45 Sterling Street, Suite 22, West Boylston, MA 01583 (“Inspire”), Jennifer LaBonte, MD (“Provider”) in her capacity as a physician, and the Patient (“Patient” or “You”).

Background

Inspire provides certain medical services to its patients through Provider at the address set forth above. In exchange for subscription fees paid by Patient, Inspire agrees to provide Patient with the Services described in this Agreement (in Appendix 1) on the terms and conditions set forth in this Agreement.

Definitions

1. **Patient.** A patient is defined as those persons for whom the Provider 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 Inspire Family Medicine and set forth in **Appendix 1 and 2**. The Patient will be provided with methods to contact the physician via phone, email and other methods of secure messaging via portal or messaging app. Physician will make every effort to address the needs of the patient in a timely manner, but cannot guarantee availability, and cannot guarantee that the patient will not need to seek treatment in the urgent care or emergency department setting.
3. **Term.** This Agreement shall commence on the date it is signed by the Patient and Physician below and will extend monthly thereafter. Notwithstanding the above, both Patient and Practice shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination. The Patient may terminate the agreement with twenty-four hours prior notice, but the Practice shall give thirty days prior written notice to the Patient and shall provide the Patient with a list of other Practices in the community in a manner consistent with local patient abandonment laws. Notification of termination by the Patient to the Practice must be in writing and have confirmation of receipt, such as certified mail or email with a response from the Practice. Notification of termination by the Practice to the Patient shall be delivered in the form of a certified letter. Unless previously terminated as set forth above, at the expiration of the initial term (and each succeeding monthly term), the Agreement will automatically renew for successive monthly terms upon the payment of the monthly fee by the end of the prior contract month. Examples of reasons the Practice may wish to terminate the agreement with the Patient may include but are not limited to:
 - a. The Patient fails to pay applicable fees owed pursuant to Appendix 2 per this agreement;
 - b. The Patient has performed an act that constitutes fraud;
 - c. The Patient repeatedly fails to adhere to the recommended treatment plan, especially regarding the use of controlled substances;
 - d. The Patient is abusive, or presents an emotional or physical danger to the staff or other patients of the Practice;
 - e. Practice discontinues operation;
 - f. Practice has a right to determine whom to accept as a patient, just as a patient has the right to choose his or her physician.
4. **Fees.** In exchange for the Services, Patient agrees to pay Inspire Family Medicine the monthly subscription amount as set forth in **Appendix 2**, attached. Applicable enrollment fees are payable upon execution of this

agreement. This fee is payable upon execution of this Agreement and is in payment for the services provided to Patient during the initial term of this Agreement and for each month thereafter. If this Agreement is cancelled by the Patient at any time during the monthly billing cycle, Inspire Family Medicine shall not refund the Patient's prorated share of the monthly subscription payment. If the Patient has paid upfront for an annual or 6 month membership and later wishes to terminate, the Practice will refund the prorated share of unused membership, calculated by the number of remaining whole months left in the membership cycle.

5. **Non-Participation in Insurance.** Patient acknowledges that neither Inspire Family Medicine, nor its Providers participate in any health insurance or HMO plans or panels and has opted out of Medicare. Neither Inspire Family Medicine nor its Providers make any representations whatsoever that any fees paid under this Agreement are covered by any health insurance or other third-party payment plans applicable to the Patient. The Patient shall retain full and complete responsibility for any such determination. If the Patient is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then Patient will sign a separate agreement attached, labeled as "Medicare Private Contract" and incorporated by reference into this Agreement. This Agreement expressly acknowledges your understanding that the Provider has opted out of Medicare, and as a result, Medicare cannot be billed for any services performed for you by Inspire Family Medicine or its Providers. You, your successors, heirs, conservators, executors and administrators, agree not to bill Medicare or attempt Medicare reimbursement for any such services. Patient shall renew and sign the Medicare Private Contract every 2 years.
6. **Insurance or Other Medical Coverage.** Patient acknowledges and understands 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). It will not cover hospital services, or any services not directly or personally provided by Inspire Family Medicine or its Providers. Patient acknowledges that Inspire Family Medicine has advised the Patient to obtain or keep in full force such health insurance policy (ies) or plans that will cover Patient for general healthcare and hospitalization costs. Patient acknowledges that this Agreement is not a contract that provides health insurance, and this Agreement is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry. This Agreement is for ongoing primary care, and the Patient may need to visit the emergency room or urgent care from time to time. Physician will make every effort to be available at all times via phone, email, and other methods such as "after hours" appointments when appropriate, but Physician cannot guarantee 24/7 availability. Furthermore, Patient understands that some insurance companies may restrict the Provider from making referrals or ordering labs/tests on the patient's behalf. Patient understands that it is his/her responsibility to investigate and understand the rules and regulations of his/her insurance plan.
7. **Communications.** Upon commencement of your membership, the Practice will provide you with secure, encrypted methods of communication, including a free text-messaging app and a patient portal for your electronic health record. You acknowledge that all other forms of communication with the Provider such as e-mail, facsimile, video chat, instant messaging, social media messaging and cell phone are not guaranteed to be secure or confidential methods of communications. As such, you expressly waive the Provider's obligation to guarantee confidentiality with respect to correspondence using such means of communication that you may request. You acknowledge that all such communications may become a part of your medical records. By providing Patient's email address on this Agreement, Patient authorizes Inspire Family Medicine and its Provider to communicate with the Patient by email regarding patient's "protected health information" (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations). By inserting Patient's email address in this Agreement Patient acknowledges, consents and agrees that:
 - i. Email is not necessarily a secure medium for sending or receiving PHI and, there is always a possibility that a third party may gain access;

- ii. Although the Provider will make all reasonable efforts to keep e-mail communications confidential and secure, neither Inspire Family Medicine nor the Provider can assure or guarantee the absolute confidentiality of email communications;
- iii. In the discretion of the Provider email communications may be made a part of Patient's permanent medical record;
- iv. If the patient initiates a conversation in which the Patient discloses "Protected Health Information (PHI)" on one or more of these communication platforms then the Patient has authorized the Practice to communicate with the Patient regarding PHI in the same format and,
- v. 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 an emergency, the Patient should call 911 or go to the nearest emergency room and follow the directions of emergency personnel.**

If Patient does not receive a response to an e-mail message within one business day, Patient agrees to use another means of communication to contact the Provider. Neither Inspire Family Medicine, nor the Provider 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 email messages, (iii) failure of the Practice's computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of email 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.

8. **Change of Law.** If there is a change of any law, regulation or rule, federal, state or local, which affects this Agreement 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.
9. **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.
10. **Reimbursement for services rendered.** If this Agreement is held to be invalid for any reason, and if Inspire Family Medicine, is therefore required to refund all or any portion of the monthly fees paid by the Patient, Patient agrees to pay Inspire Family Medicine, an amount equal to the reasonable value of the Services actually rendered to the Patient during the period of time for which the refunded fees were paid.
11. **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, the Provider 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 Inspire

Family Medicine. 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.

12. **Assignment.** This Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient.
13. **Legal Significance.** Patient acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Patient also acknowledges having had a reasonable time to seek legal advice regarding the Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of the Agreement.
14. **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.
15. **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.
16. **Jurisdiction:** This Agreement shall be governed and construed under the laws of the Commonwealth of Massachusetts and all disputes arising out of this Agreement shall be settled in the courts of proper venue and jurisdiction in Worcester County, Massachusetts.
17. **Service.** All written notices are deemed served if sent to the address of the party written below or appearing in Exhibit A by certified mail.
18. **Patient Understandings:** (initial each)

This Agreement is for ongoing primary care only and does not cover specialty care or services.

This Agreement is not a medical insurance agreement.

I do NOT (and none of my family members if applicable) have an emergent medical problem at this time.

I am enrolling (myself and my family members if applicable) in Inspire Family Medicine voluntarily.

I understand that neither the Provider nor Inspire Family Medicine, is a Medicare provider. Therefore, the Provider will not submit claims to Medicare for covered services for those who have Medicare coverage.

I understand that HMOs, TriCare and MassHealth may prevent me from getting referrals, labs and tests from an out-of-network provider.

I do not expect Inspire Family Medicine to file, pursue, or dispute any third-party insurance claims on my behalf.

I understand that I am enrolling in a membership-based practice for which I will pay in advance monthly.

In the event of a medical emergency, I agree to call 911 first.

I understand the Provider will make every effort to be available but may not always be able to see me on a same-day basis. I may be referred to an urgent care for same-day service.

I understand that Inspire Family Medicine will be closed for vacation during the last week in December, every year, during which time, the Provider will NOT be available by phone, text, email or in-person and any urgent or emergent matters will need to be taken care of by a local Urgent Care center or Emergency Room.

I understand that the Provider may, from time to time, take additional time off or attend medical conferences, during which periods she will not be available to see Patients in person. She may, at her discretion, provide consultation via text, video chat or phone, provide alternate coverage by a local colleague during this time, or advise Patients to seek care at a local Urgent Care center. Inspire Family Medicine will to make every reasonable attempt to notify the Patient, via email, with at least 1 week of advance notice of any such time off by Provider.

This Agreement does not meet the individual insurance requirement of the Affordable Care Act.

____ This Agreement is non-transferable.

____ I understand failure to pay the membership fee on or before the monthly due date will result in termination from Inspire Family Medicine.

The Parties may sign duplicate counterparts of this Agreement as of the date first written below.

Jennifer LaBonte, MD, founder and CEO of Inspire Family Medicine

Patient's Name: _____

Patient's Email address: _____

Patient's Signature: _____

Date signed: _____

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 Provider is permitted to perform under the laws of the Commonwealth of Massachusetts and that are consistent with the training, experience and scope of practice as a primary care physician. Inspire Family Medicine agrees that Provider will provide the following services (with no additional fee) as part of the membership benefits :

- Annual Physical
- Well-Woman Care/Pap Smear
- Well-Baby Care
- School and Sports Physicals
- Work Physicals
- Pre-op Physicals
- Depression Management
- Anxiety Management
- STI Screening
- Nutrition Recommendations
- Smoking Cessation Counseling
- Skin Cancer Screening
- Blood Pressure Monitoring
- Diabetic Monitoring
- Breathing Treatments via Nebulizer
- Acute and Non-acute office visits
- Migraine Prophylaxis and Treatment
- COPD and Asthma
- Thyroid problems
- Electrocardiogram (EKG)
- Urinalysis
- Rapid test for strep throat
- Rapid test for influenza
- Pregnancy test
- Removal of benign skin lesions/warts
- Removal of cerumen (ear wax)
- Wound repair and sutures
- Abscess Incision and Drainage
- Basic Vision/Hearing Screening
- IUD and Nexplanon Removals and Insertion (actual cost of the implant to be charged to the Patient's insurance or Patient)

2. **Non-Medical, Personalized Services.** Inspire Family Medicine shall also provide Patient with the following non-medical services (“**Non-Medical Services**”):
- **Access.** Patient shall have access to the Provider via secure instant messaging app, portal, email, telephone and video chat. Patient shall also have direct telephone access to the Provider for urgent matters on a twenty-four hour per day, seven day per week basis, except during periods of Provider’s unavailability as described in the Agreement. Patient agrees to call 911 for any emergencies.
 - **After Hours Visits.** There is no guarantee of after-hours availability. This agreement is for ongoing primary care, not emergency or urgent care. Your physician will make reasonable efforts to see you as needed after hours if your physician is available.
 - **Same Day/Next Day Appointments.** The Provider will be available in the office for routine and urgent matters on Mondays, Wednesdays and Thursdays. On Tuesdays and Fridays, Provider will be available for urgent matters via telephone, telemedicine or in-person, based on the mutual agreement of both parties. When Patient calls the Provider on a normal business day (Monday through Friday) to schedule an appointment, the Provider will make every reasonable effort to see the Patient within the same or next business day. If the Patient is attempting to make an urgent appointment on-line and does not see availability within 48 hours, the Patient will call or text the Provider for additional availability or instruction.
 - **Home or Office Visits.** Patient may request that the Provider see Patient in Patient’s home or office, and in situations where the Provider considers such a visit reasonably necessary and appropriate, she will make every reasonable effort to comply with Patient’s request. Additional service charge of \$100 will be billed to the Patient if the driving distance is less than 20 minutes from the office. The charge will increase to \$150 if the driving distance is greater than 20 minutes from the office.
 - **Specialists.** Inspire Family Medicine 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 specialists fees or fees due to any medical professional other than Inspire Family Medicine.

APPENDIX 2 MEMBERSHIP FEES

Enrollment Fee - This is charged when a new Patient enrolls with the Practice and is nonrefundable. If a patient discontinues membership and wishes to re-enroll in the practice, Inspire Family Medicine reserves the right to decline re-enrollment or to require a re-enrollment fee of \$200.00.

Initial Enrollment Fee: \$150 per family or \$75 per individual. Enrollment fee may be discounted or waived during certain promotional periods or at the discretion of the Practice.

Monthly Periodic Fee - This fee is for ongoing primary care services. Your number of visits (in person or virtual) are not capped. We prefer that you schedule visits more than 24 hours in advance when possible. Some ancillary services will be passed through “at cost” (no markup by us). Examples of these ancillary services include laboratory testing or radiology testing (if you choose not to use your insurance for these services). Many services available in our office (such as EKGs) are available at no additional cost to you.

Monthly Periodic Fees: Individual (per member)

Ages: 0-21 years of age -- \$25 per month (with parent/guardian membership) or \$50 per month without parent enrollment

22-64 years of age -- \$75 per month,

65+ years of age -- \$100 per month.

Family Monthly Membership Caps :

Requirements:

Same family, > 2 children (legal dependents age 21 or less) living in same household

- 2 adult household: \$215/ month max
- 1 adult household: \$140/month max

Appendix 3

Medicare Opt - Out Agreement

This agreement (“Agreement”) is entered into by and between Inspire Family Medicine, operated by Jennifer LaBonte, MD, (the “Provider”), whose principal medical office is located at: 45 Sterling Street, Suite 22, West Boylston, MA 01583, and the “Patient”, a beneficiary enrolled in Medicare Part B (“Beneficiary”), name and signature listed below.

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 Providers 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 the date signed below, and will continue in effect until the end of that year. Subsequently, the Practice will request renewal of this contract on an annual basis

by Jan 1 of each year, by sending an electronic request or by mail. 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.

Jennifer LaBonte, MD, Inspire Family Medicine

Patient's Name _____

Signature _____

Date _____