



Christopher C. Highley D.O., PC  
Preferred Family Medicine  
10627 professional Circle Suite A  
Reno, NV 89521

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## **Preferred Family Medicine Membership Agreement**

This Patient Agreement (“Agreement”) specifies the terms and conditions under which, you, the undersigned patient, Medicare beneficiary, or beneficiary’s representative (as applicable, “Patient”) may participate in certain integrative private direct health programs identified in the attached Schedule A (“Services”) offered by Christopher C. Highley D.O., PC dba Preferred Family Medicine (“Practice”). (Patient and Practice are referred to individually as “Party” or collectively as “Parties”). This Agreement between Practice and Patient will become effective on the date the Agreement is signed by Patient and payment is received. Practice’s Physician has formally opted out of Medicare and is out-of-network with any and all private or public health insurance plans (“Plan” or “Plans”). The patient shall pay privately and directly for all Services and will be unable to submit any Services fees to Medicare (or likely any Plan) for reimbursement.

### **PRIVATE MEDICAL PRACTICE**

This Agreement requires Patient to review, sign and return the Practice Cash Fees Acknowledgment attached as Schedule B.

### **SERVICES AND BENEFITS**

In exchange for the membership fees (defined below), Practice will make available to Patient the Services outlined in Schedule A. Practice reserves the right to update the schedule of Services from time to time, and if it does, it will notify Patient of any changes within thirty (30) days after a change is made and secure Patient’s voluntary consent to any such modification of Services. Please note that the Services are not unlimited, and certain limitations apply as specified in Schedule A.

### **MEMBERSHIP FEES**

For the Services, the subscribing Patient shall pay the membership fees for Services as specified in Schedule A (“membership fees”). Except for Services described as “additional fee”, the membership fees cover the program Services selected and are payable on a monthly, semi-annual or annual basis. The membership fees may increase from time to time with the voluntary written consent in advance by Patient but will apply to renewal terms. In the event of a membership fees increase, Patient will receive notification in writing and the option of consenting to such increase.

## **PAYMENT OPTIONS**

The membership fees can be paid, monthly, semi-annual or annual, by automatic withdrawal from a bank account, credit/debit card or HSA account.

## **RENEWAL, TERMINATION AND REINSTATEMENT**

The patient will be automatically renewed for enrollment in the Practice absent termination in writing by either Patient or Practice. Either Patient or Practice may each terminate this Agreement with thirty (30) days' prior written notice to the other Party. The practice may terminate this Agreement with thirty (30) days prior written notice without cause. With termination, Patient will receive a prorated refund of the membership fees but the delivery of any annual or comprehensive exams by Practice shall cause membership fees to be substantially earned. The practice may terminate this Agreement if the Patient's membership fees payment is not received by Practice by the 20th of the applicable month. If at any point the membership is discontinued by the patient and later the patient makes the decision to rejoin the practice as a member, there will be a \$200 reinstatement fee.

## **HEALTH CARE SERVICES THAT ARE EXCLUDED FROM PRACTICE FEE**

The membership fees cover only the Services subscribed to by Patient. If the Practice provides services other than the Services listed in Schedule A. Patient acknowledges that Patient will be responsible for these additional charges at the time of service. Any charges to Patient for any services other than the services will be at our usual, reasonable and customary rates and consented to in advance by Patient before any such charge is incurred.

## **EMAIL COMMUNICATION**

If Patient wishes to communicate through email with Practice, Patient must be aware that email is not a secure medium for sending or receiving sensitive personal health information. Practice will take steps to keep the Patient's communications confidential and secure. Patient acknowledges and understands that email is not a good medium for urgent or time-sensitive communications. In the event the communication is time-sensitive, Patient must communicate with Practice by telephone or in-person. Please refer to the separate Electronic Communications Agreement for further applicable details in this regard, which is integrated herein by this reference.

## **APPOINTMENTS AND SCHEDULING**

Appointments with Practice are scheduled through Practice office to ensure ample time is given to each Patient. If the patient has an urgent concern, Patient shall call Practice office and Patient will be given an appointment that will accommodate the urgency. The patient schedule is organized in such a way that it provides and protects extensive time for each patient. Walk-ins are not conducive to the thoughtfully planned schedule, so Practice advises Patient to call for any needs that require Patient to have time with Practice physicians.

**VACATIONS AND ILLNESS FOR PRACTICE PHYSICIANS**

Patient acknowledges that there may be times that Patient cannot contact the Practice physician due to the physician’s vacations or illness, or due to technical defects with either Patient’s or Practice’s electronic communication equipment. Patient acknowledges that, should a Practice physician become unavailable, Practice will make every effort to give advance notice to Patient so that Services can be scheduled on another date.

**COMPLIANCE WITH LAW**

In establishing the Services programs, Practice intends to do so in compliance with all applicable laws. This Agreement shall be governed by and construed in accordance with the laws of the state in which Practice is licensed and practicing, without application of choice-of-law principles. If there is a change of any law, regulation or rule, federal, state or local, which affects the Agreement or the activities of either Party under the Agreement, or any change in 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. If the Parties are unable to reach an agreement within the earlier of forty-five (45) days after the date of the notice seeking renegotiation or the effective date of the change, or if the change is effective immediately, then either Party may immediately terminate the Agreement by written notice to the other Party.

**NOTICES**

All notices, requests, demands, or other communications provided for in this Agreement shall be in writing and shall be deemed to have been given at the time when personally delivered, or mailed in a registered or certified prepaid envelope, return receipt requested or sent by overnight courier which regularly provides receipts. Notice to Practice shall be addressed to Christopher C. Highley D.O., PC dba Preferred Family Medicine -10627 Professional Circle, Suite A, Reno, NV 89521.

**AGREEMENT ASSIGNMENT AND MODIFICATIONS**

This Agreement may not be assigned by the Patient. This Agreement replaces and supersedes all prior agreements between Patient and Practice. This Agreement may not be modified absent a writing signed by Patient and an authorized representative of Practice.

**Patient Information**

Patient \_\_\_\_\_ (recorded electronically if signing up online)  
Today’s Date \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_  
Best Phone # \_\_\_\_\_ Email \_\_\_\_\_

**PATIENT ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT, WAS AFFORDED SUFFICIENT OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF HIS/HER CHOICE AND TO ASK QUESTIONS AND RECEIVE SATISFACTORY ANSWERS REGARDING**

**THIS AGREEMENT, UNDERSTAND HIS/HER RESPECTIVE RIGHTS AND OBLIGATIONS UNDER IT, AND SIGNED IT OF HIS/HER OWN FREE WILL AND VOLITION.**

By signing below, I am agreeing to enrollment in Practice and the terms of this Agreement as detailed above.

**PATIENT:**

**PRACTICE:**

Christopher C. Highley D.O., PC dba Preferred Family Medicine

By: \_\_\_\_\_ (acknowledged electronically if signing up online)

Printed Name: \_\_\_\_\_

Relationship to Patient: \_\_\_\_\_

Date: \_\_\_\_\_



By:

\_\_\_\_\_

Printed Name/Title: Christopher C. Highley D.O.

Date: \_\_\_\_\_ 8/9/19 \_\_\_\_\_

## SCHEDULE A

### SERVICES

#### Acute Care

Coughs, cold flu, sprains, sinus and ear infections, sore throat, fever, rashes, diarrhea, back pain, strep tests, asthma, bronchitis, pneumonia, kidney and bladder infections, minor orthopedic treatments, non-life threatening medical issues.

#### Physicals

- **Comprehensive Wellness Program**
  - Over 50: Review of systems (ROS), height, weight, vision, spirometry, EKG, hearing, lab draw.
  - Under 50: Review of systems (ROS), height, weight, vision, hearing, lab draw.
- School, athletic, scout, adult, mission, annual

#### Preventive Medicine

Electrocardiograms, vision screening, spirometry, Holter monitor, cardiac stress test, pap smears, breast exams, occult testing.

#### Minor Procedures

Wound care, minor laceration repair, wart destruction, simple lipoma removal, ingrown toenails, punch, shave/excision, skin biopsies (pathology fee not included).

#### Procedure, Test, and Treatments

In-house rapid strep, EKG, nebulizer breathing treatments, abscess draining, foreign body removal, joint injections, ambulatory blood pressure monitoring, trigger point injections, urinalysis, blood sugar testing.

### Men and Women's Health

Well man and women screens, cancer prevention, preconception health, perimenopause, and post-menopause health.

### Pediatrics

Well-child evaluations, acute care as listed above, developmental evaluations.

### Chronic Therapy

Diabetes, arthritis, acid reflux, high blood pressure, high cholesterol, cardiovascular disease, chronic fatigue, fibromyalgia, asthma, COPD, Non-narcotic chronic pain management, lower back pain, joint pain.

### Technology Enhancements

Virtual visit capability with membership, patient portal access to lab reports, medical records, and online scheduling requests (provided through the participating clinics).

Member(s) understand(s) that charges for items not covered by the membership (not "Services") must be paid at the time of service, and will not be billed through the member(s) monthly membership fee agreement. Those items available for an additional fee include the following: any lab test not included above, labs tests done by outside labs (e.g. LabCorp, Quest/Cleveland Heart), medications dispensed in the office, immunizations, injections administered in-office or any other ancillary service provided by another entity, regardless of whether their service is provided elsewhere or at the participating clinic.

Excluded from "Services" and Requiring Additional Fees: Ongoing treatment with controlled medications, major surgeries, procedures involving general or regional anesthesia, CT scans, MRI scans, echocardiograms, prenatal and obstetrical care, electroencephalograms, any care given by a provider not listed as participating in this membership, any care in the sole determination of the provider that is best handled in the emergency room of a hospital, any procedure in the sole determination of the provider that falls outside of his or her area of training or expertise, or care rendered by specialists or specialty clinics.

## SCHEDULE B

### PRACTICE CASH SERVICES ACKNOWLEDGMENT

Practice's Services are voluntarily subscribed to by Patient on a cash or private fee basis. Practice is able to offer the Services outlined above in part because Practice need not comply with certain regulatory requirements of Medicare and need not frame Services as designed for Plan reimbursement.

Practice's physician has elected to formally "opt-out" of the Medicare program and other government insurance programs. This means Practice will not submit any Medicare claims and will not receive any payment from Medicare. The practice is also out-of-network and does not contract with or submit for reimbursement to any Plan (including Medicare).

The patient is signing this Agreement to evidence his or her understanding and agreement regarding payment for any services to be provided by Practice. Practice hereby certifies that Physician has not been excluded from participation in the Medicare program under section 1128, 1156, or 1892 or any other section of the Social Security Act.

The effective date of Physician's opt-out is August 3, 2018..

Practice agrees: i) to provide Patient with a signed copy of this Agreement before items or services are furnished to Patient under its terms; ii) and to retain the original Agreement (original signatures of both parties required) for the duration of the current opt-out period; and to submit copies of this Agreement to the Centers for Medicare and Medicaid Services ("CMS") upon the request of CMS.

By executing this Agreement, Patient acknowledges and agrees as follows with respect to Service and any other items or services provided by Practice to Patient (initial each in the blank):

- The patient accepts full responsibility for payment of Practice's charge for all services furnished by Physician or any other employee of Practice, including the membership fees of Schedule A.
- Patient understands that Medicare limits do not apply to what Practice may charge for Services or other items or services furnished by Practice.
- Patient agrees not to submit a claim to Medicare or to ask Practice to submit a claim to Medicare, even if such items or services would otherwise be covered under Medicare if Practice was Medicare participatory.
- Patient understands that the Patient has the right to obtain Medicare-covered items and services from other physicians and practitioners who have not opted out of Medicare, and Patient is not compelled to enter into this Agreement. The patient voluntarily enters this Agreement to secure the Services. The patient may secure Plan-reimbursed care from other physicians or practices, but none of the Practice's Services (or other items or services) may be submitted to Medicare or any other plan for reimbursement.
- Patient understands that any Medicare replacement Plans or "Medigap Plans do not cover or reimburse the Services, and Practice out-of-network and not participatory with any such Plans.
- The patient is not presently facing an emergency or urgent health care situation.
- ***Patient signs this agreement voluntarily and fully understands it's terms as they relate to Medicare and other Plan lack of coverage or reimbursement with respect to practice.***

By signing below, I am agreeing to enrollment in Practice and the terms of this Agreement as detailed above.

**PATIENT:**

**PRACTICE:**

Christopher C. Highley D.O., PC dba Preferred  
Family Medicine

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Relationship to Patient: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_









