

Patient Name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

## PATIENT AGREEMENT

### NHP DIRECT HEALTH

This is an Agreement between NHP Direct, located at 4800 NE Stallings Dr. Ste 109, Nacogdoches, TX, Wilburn E. Furniss, III, M.D. (physician) or Lindsay Aldrich, M.D. (physician) in their capacities as an agents of NHP Direct, and You, (Patient).

#### Background

The Physician, who specializes in Family Medicine, delivers care on behalf of NHP Direct, at the address set forth above. In exchange for certain fees paid by You, NHP Direct, through its healthcare team, agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

#### Definitions

**Patient.** A patient is defined as those persons for whom the Physician shall provide Services, and who are signatories to, or listed on the documents attached as Appendix 1, and incorporated by reference, to this agreement.

**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 NHP Direct and set forth in Appendix 1.

**Terms.** This agreement shall commence on the date signed by the parties below and shall continue for a period of one month, automatically renewed.

**Fees.** In exchange for the services described herein, Patient agrees to pay NHP Direct, the amount as set forth in the Appendix 2, attached. This fee is payable upon execution of this agreement, and is in payment for the services provided to Patient during the term of this Agreement. If either party cancels this Agreement before the agreement termination date, then NHP Direct shall refund the Patient's prorated share of the original payment, remaining after deducting individual charges for services rendered to Patient up to cancellation.

- 4. Non-Participation in Insurance.** Patient acknowledges that NHP Direct does not participate in any health insurance or HMO plans or panels or Medicare/ Medicaid. Neither of the above make any representations whatsoever that any fees paid under the Agreement are covered by your 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 have their services transferred to Nacogdoches Health Partners or the health care provider of their choice.
- 5. 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 personally provided by NHP Direct, or its Physicians. Patient acknowledges that NHP Direct has advised that patient obtain or keep in full force such health insurance policy(ies) or plans that will cover Patient for general healthcare costs. Patient also warrants that any insurance policy of which the patient is a member is not "in-network" with Nacogdoches Health Partners and/or chooses to not use that insurance while a patient of NHP direct. Patient agrees to notify NHP Direct of any changes to insurance policy(ies). 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.

**Term; Termination.** This Agreement will commence on the date signed in Appendix 2 and will extend monthly thereafter. Notwithstanding the above, both Patient and NHP Direct 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. Unless previously terminated as set forth above, at the expiration of the initial one-month term (and each succeeding monthly term), the Agreement will automatically renew for successive monthly terms upon the payment of the monthly fee at the end of the contract month.

**Communications.** Patient acknowledges that communications with the Physician using email, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communication. As such, you expressly waive the Physician's obligation to guarantee confidentiality with respect to correspondence using such means of communication. You acknowledge that all such communications may become a part of your medical records.

By providing Patient's email address on the attached Appendix 2, Patient authorizes NHP Direct, and its Physicians and staff to communicate with Patient by email regarding Patient's "Protected Health Information" (ePHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its impending regulations). By inserting Patient's email address in Appendix 2, Patient acknowledges that:

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.

Although NHP Direct will make all reasonable efforts to keep email communications confidential and secure, neither NHP Direct, nor the Physician or staff, can assure or guarantee the absolute confidentiality of email communications.

In the discretion of the Physician, email communications may be made a part of Patient's permanent medical record.

- c) 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 member could reasonably expect to develop into an**

**emergency, Patient shall 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 email message within one business day, Patient agrees to use another means of communication to contact the Physician or staff. Neither NHP Direct, nor the Physician will be liable 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) Patient's failure to comply with guidelines regarding use of email communications set forth in this paragraph.

**Change of Law.** If there is a change of any law, regulation or rule, federal, state or local, which affect 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 reasonable believes in good faith that the change will have 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 and Conditions. If the parties are unable to reach an agreement concerning the modification of the Agreement within 45 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.

**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 for 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 in its modified form, and that provision shall then be enforceable.

**Reimbursement for services rendered.** If this Agreement is held to be invalid for any reason, and if NHP Direct is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay NHP Direct an amount equal to the reasonable value of the services actually rendered to Patient during the period of time for which the refunded fees were paid.

**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 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 NHP Direct, except that Patient shall initial any such change at NHP Direct's request. Moreover, if Applicable Law requires this Agreement to contain provisions that are not expressly set for the 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.

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

**Relationship of Parties.** Patient and the Physician intend and agree that the Physician, in performing his 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 State Department of Labor, and the Physician shall have exclusive control of his work and the manner in which it is performed.

**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.

**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.

**Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Texas and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for NHP Direct's address in Nacogdoches, TX.

**NHP Direct PA**

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Wilburn E Furniss, III, M.D. or

Lindsay Aldrich M.D.

NHP Direct

## Appendix 1

### Terms of Service

1. **Medical Services.** As used in this Agreement, the term Medical Services shall mean those medical services that the Physician, himself is permitted to perform under the laws of Texas and that are consistent with his training and experience as a family medicine physician, as the case may be. Patient shall also be entitled to a “wellness examination and evaluation”, which shall be performed by the Physician and include the following: Health Risk Assessment, Comprehensive Lab Screening as medically necessary, Psychosocial Screening with Greenlight or similar tool, Flu Shot (not mist)

For labs, test, vaccines, procedures, or any service where there is a material cost, these services will be subject to an additional charge based on the cost of additional services outside of membership.

The Physician may from time to time, due to vacations, sick days and other similar situations, not be available to provide the services referred to above. During such times, Patient’s calls to the Physician, or to the Physician’s office, will be directed to a physician who is “covering” for the Physician during his absence. NHP Direct will make every effort to arrange for coverage but cannot guarantee such coverage.

2. **Non-Medical, Personalized Services.** NHP Direct shall also provide Patient with the following non-medical services (“Non-Medical Services”):
  - a. **Call Coverage.** Patient shall have on call coverage to the physician or staff via instant messaging and video chat. Patient shall be given a phone number where patient may reach the Physician or staff 24 hours a day. During the Physician’s absence for vacations, continuing medical education, illness, emergencies, or days off, NHP Direct will provide the services of an appropriate licensed healthcare provider for assistance in obtaining medical services. Patient shall be given instructions as how to contact such healthcare provider. Such provider shall be available to Patient to the same extent as would the Physician and under the same patient agreement guidelines.
  - b. **Email Access.** Patient shall be given Physician’s email address or the use of a patient portal to which non-urgent communications can be addressed. The Physician or staff member of the Practice shall deal with such communications in a timely manner. Patient understands and agrees that email and the Internet should never be used to access medical care in the event of an emergency, or any situation that Patient could reasonably expect may develop into an emergency. Patient agrees that in such situations, when a Patient cannot speak to Physician immediately in person or by telephone, that Patient shall call 911 or the nearest emergency medical assistance provider, and follow the directions of emergency medical personnel.
  - c. **Same Day/Next Day Appointments.** When Patient calls or emails the Physician prior to noon on a normal business day (Monday through Thursday) to schedule an appointment, every reasonable effort shall be made to schedule an appointment with the Physician on the same day. If the Patient calls or emails the Physician after noon on a normal business day (Monday through Friday) to schedule an appointment, every

reasonable effort shall be made to schedule Patient's appointment with the Physician on the same or following normal business day. In any event, however, NHP Direct will make every reasonable effort to schedule an appointment for the Patient on the same day that the request is made.

- d. **Specialists.** NHP Direct shall coordinate care with medical specialists to whom Patient is referred to assist Patient in obtaining specialty care. Patient understands that fees paid under this Agreement do not include and do not cover specialist's fees or fees due to any medical professional or entity other than the NHP Direct Physician.

**CONTINUED ON NEXT PAGE**

**Appendix 2  
Medical Agreement/Enrollment Form  
NHP Direct**

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

\_\_\_\_\_

Patient Name	Date of Birth (mm/dd/yyyy)	Age
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\_\_\_\_\_

Mailing Address	City, State, Zip
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Home Phone	Alternate Phone	Email Address
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Spouse name (if applicable)	Date of Birth (mm/dd/yyyy)	Age
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Home Phone	Alternate Phone	Email Address
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Child(ren) to Whom this Agreement Applies:

\_\_\_\_\_

Child's name (printed)	Date of Birth (mm/dd/yyyy)	Age
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\_\_\_\_\_

Child's name (printed)	Date of Birth (mm/dd/yyyy)	Age
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**Preferred Payment Method\***

( \_\_\_ Credit/Debit Card \_\_\_ Bank Draft) Card # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Exp. Date: \_\_\_\_\_ CV Code: \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

**All patients must have a credit/debit card on file or bank draft arrangement to cover the cost of membership and any incidentals not covered by the Agreement, or such payment must be made at the time of service by check or cash**

**Fee Itemization**

Primary Member	Spouse/Partner	Child 1	Child 2	Child 3+
\$60/month	\$50/month	\$45/month	Free	\$10/month

A one-time \$75 registration fee is charged for each new billing account to a family maximum of \$150. If an individual account is later changed to a family plan membership, then a \$75 change in registration fee will be charged.

If you discontinue your membership (by choice or due to lack of payment), you may be able to rejoin NHP Direct in the future. Depending on the length of your absence, you will be required to pay an additional "Re-Enrollment" fee of \$50-300 in addition to other standard charges to re-establish your membership.

Membership fees may be increased from year to year, but no more often than yearly to reflect inflation or increased costs.

I certify that I have read, understand and agree to the terms set forth in the NHP Direct Medical Agreement form. I further certify that I have received a copy of this form.

Signature and date: \_\_\_\_\_