

Bardsley Pediatric Endocrinology Patient Agreement

This Agreement is between Martha Bardsley, M.D., LLC d/b/a Bardsley Pediatric and Adolescent Endocrinology (the Practice, Us or We), and (Patient, and/or You).

Background

The Practice, located at 822 Montgomery Avenue Suite 205 Narberth, Pennsylvania 19072 delivers pediatric and adolescent endocrine care in a direct-pay model and does not participate with any insurance plans or third-party payors. In exchange for certain cash payments as described within, the Practice agrees to provide the Patient with the package of Services identified in this Agreement, under the terms and conditions described.

Definitions

1. **Services.** "Services" means the collection of services, medical and non-medical, in the tier chosen by the You, which are described in Appendix A (attached and incorporated by reference), and which We agree to provide to You under the terms and conditions of this Agreement.
2. **Patient/Member.** "Patient" or "Member" means the persons party to this Agreement, for whom the Physician shall provide care.
3. **You, Your.** Means the Parent or legal guardian of the minor Patient/s named within, who is a signatory to, and bound to the terms of this Agreement.

Agreement

1. **Term.** This Agreement shall start on the date which it is fully executed by the parties and shall last for a term of 3, 6, or 12 Months.
2. **Renewal.** The Agreement will automatically renew on the last day of each term on the anniversary date of the Agreement unless either party cancels the Agreement by giving 30 days written notice of cancellation.
3. **Termination.** Either party can terminate this Agreement at any time by giving 30 days written notice to the other of intent to terminate.
4. **Payments and Refunds – Amounts and Methods**

- A. In exchange for the chosen package of Services as described in Appendix A, You agree to pay the Practice in the amount and manner described in Appendix B (attached and incorporated by reference);
 - B. The first payment shall be due upon execution of this Agreement, in the amount as described in Appendix B.
 - C. Thereafter, monthly payment shall be due on the same day of the month as the as the initial payment in the amount as described in Appendix B.
 - D. The Parties agree that the required method of payment shall be by electronic payment through a debit or credit card.
 - E. If the Patient terminates this Agreement before the term expires, Patient shall either (i) be refunded any unused fees, or; (ii) if the Fair Market Value of the services received is greater than the total fees paid, the Patient shall reimburse the Practice the difference between the amount paid and the Fair Market Value of the Services received by the Patient. The parties agree that the Fair Market Value is equal to the Practice regular fee-for-service charges, a copy of which is available upon request.
5. **Non-Participation in Insurance.** The Patient understands that the Practice does not participate in any health plans, HMO panels, or other third-party payer health plans. Accordingly, We do not submit bills nor seek reimbursement from any of the above for the Services we provide to You under this Agreement. We shall provide a receipt for Your payment for Services rendered, but it is always Your responsibility to understand your insurance policy and to submit any request for reimbursement.
6. **Medicare.** The Patient understands that the Practice staff are opted out of Medicare. As a result, both the Patient and the Practice are prohibited by law from seeking reimbursement from Medicare for any Services provided under this Agreement. Accordingly, the Patient agrees not to submit bills or seek reimbursement from Medicare for any such services. Furthermore, if the Patient is eligible or becomes eligible for Medicare during the term of this Agreement, the Patient agrees to immediately inform the Practice and sign the Medicare private contract as provided and required by law.
7. **Medicaid.** The Practice does not bill or seek reimbursement from Medicaid. Patients who are Medicaid beneficiaries understand that they are joining the Practice under private contract. Therefore, the Patient is personally responsible for the charges for any services provided by the Practice under this Agreement. Neither the Practice nor the Patient may submit such fees to Medicaid for reimbursement. Prescriptions, lab testing, imaging, etc., which are *not* personally provided by the Practice, may be submitted by the Patient to Medicaid for reimbursement consideration. The Practice cannot guarantee Medicaid reimbursement.

8. **This Agreement Is Not Health Insurance.** The Patient understands and agrees that this Agreement is not an insurance plan or a substitute for health insurance. It does not replace health insurance and it does not provide emergent, urgent, or primary care. This Agreement does not include hospital services, emergency room treatment, or any services not personally provided by the Practice. This Agreement includes only those Services identified in Appendix A, in the Tier chosen for the Patient which you shall indicate by checking the appropriate box. If a Service is not specifically listed in Appendix A, it is not included under this Agreement. The Patient has been advised to maintain a health insurance policy that will cover the healthcare services which are not included in this Agreement.
9. **Communications.** The Practice endeavors to provide Patients with the convenience of a wide variety of electronic communication options. We are careful to comply with confidentiality requirements and have the duty to protect patient privacy, which we take seriously. However, communications by email, facsimile, video chat, cell phone, texting, and other electronic means, can never be guaranteed to be absolutely secure or confidential. By placing your initials on the form sent to you after enrollment, You understand and acknowledge this and expressly waive any guarantee of absolute confidentiality with respect to their use. You further understand that participation in any of the above means of communication is not a condition of membership in this Practice and that you have the option to decline any particular means of communication.
10. **Email and Text Usage.** By providing an email address where requested, You authorize the Practice and its staff to communicate with You by email regarding the Patient's "protected health information" (PHI).¹ Likewise, in providing a cell phone number and checking the "YES" box on enrollment, You agree to participate in text message communication containing PHI through the cell number provided. You further acknowledge that:
- A. Email and text message are not necessarily secure methods of sending or receiving PHI, and there is always a possibility that a third party may gain access;
 - B. Email and text messaging are not appropriate means of communication in an emergency, for dealing with time-sensitive issues, or for disclosing sensitive information. In an emergency or a situation which could reasonably be expected to develop into an emergency, You understand and agree to call 911 or go to the nearest emergency room and follow the directions of emergency personnel.
11. **Technical Failure.** Neither the Practice nor its staff will be liable for any loss, injury, or expense arising from a delay in responding to the Patient when that delay is caused by technical failure. Examples of technical failures: (i) failures caused by an

¹ As that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations.

internet or cell phone service provider; (ii) power outages; (iii) failure of electronic messaging software or email provider; (iv) 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 which is unauthorized by the Practice; or (v) Patient's failure to comply with the guidelines for use of email or text messaging, as described in this Agreement.

12. **Physician Absence.** From time to time, due to circumstances such as conferences, physician illness, vacation, and patient emergencies, the Physician may be temporarily unavailable. When the date/s of such absences are known in advance, the Practice shall give notice to Patients so that they may schedule non-urgent appointments accordingly. In the event of unexpected physician absence, Patients with scheduled appointments shall be notified as soon as practicable, and appointments shall be rescheduled at the Patient's convenience. If, during a Physician absence, the Patient should experience an acute medical issue requiring immediate attention, the Patient should proceed to an urgent care or other suitable facility for care. Charges from Urgent Care or any other outside provider are not included under this Agreement and are the Patient's responsibility. The Patient may submit such charges to Patient's insurance or request that the outside provider does the same. We cannot guarantee insurance reimbursement.
13. **Dispute Resolution.** Each party agrees not to make any inaccurate or untrue and disparaging statements, oral, written, or electronic, about the other. We strive to deliver only the best of personalized care to every Patient, but occasionally misunderstandings arise. We welcome sincere and open dialogue with our Patients, especially if we fail to meet expectations, and We are committed to resolving all of Your concerns.

Therefore, in the event that You are dissatisfied with, or have concerns about, any staff member, service, treatment, or experience arising from Your treatment, You and Practice agree to refrain from making, posting, or causing to be posted on the internet or any social media, any untrue, unconfirmed, inaccurate, disparaging comments about the other. Rather, the Parties agree to engage in the following process:

- A. You agree to first discuss any complaints, concerns, or issues with Dr. Bardsley;
 - B. Dr. Bardsley shall respond to each of Your concerns;
 - C. If, after such response, You remain dissatisfied, the Parties shall enter into discussion and attempt to reach a mutually acceptable solution.
14. **Change of Law.** If there is a change of any relevant law, regulation or rule, federal, state or local, which affects the terms of this Agreement, the parties agree to amend this Agreement only to the extent necessary to comply with the law.

15. **Severability.** If any part of this Agreement is considered legally invalid or unenforceable by a court of competent jurisdiction, that part will be amended to the extent necessary to be enforceable, and the remainder of the Agreement will stay in force as originally written.
16. **Amendment.** Except as provided within, no amendment of this Agreement shall be binding on a party unless it is in writing and signed by all the parties.
17. **Assignment.** Neither this Agreement nor any rights arising under it, may be assigned or transferred without Agreement of the Parties.
18. **Legal Significance.** You understand that this Agreement is a legal document and gives the parties certain rights and responsibilities. You also acknowledge that You are not suffering any medical emergency. You 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.
19. **Miscellaneous.** This Agreement shall be construed without regard to any rules requiring that it be construed against the party who drafted the Agreement. The captions in this Agreement are only for the sake of convenience and have no legal meaning.
20. **Entire Agreement.** This Agreement contains the entire Agreement between the parties and replaces any earlier understandings and agreements, whether they are written or oral.
21. **No Waiver.** Either party may choose to delay or not to enforce a right or duty under this Agreement. Doing so shall not constitute a waiver of that duty or responsibility and the party shall retain the absolute right to enforce such rights or duties at any time in the future.
22. **Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Pennsylvania. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Narberth, Pennsylvania.
23. **Notice.** All required written notices must be achieved either electronically, to the most recent email address provided by the party to be noticed, or by first-class U.S. mail to the Practice, at the address written above.
24. The Parties agree that acknowledgement of this agreement can be done electronically, and this shall be valid and enforceable to the same extent as a handwritten signature.

APPENDIX A

- **Medical Services.** The Patient is entitled to the Medical Services described within the tier You have chosen for the Patient. Unless otherwise stated within, You are responsible for all costs associated with any medications, laboratory testing, and specimen analysis related to these Services. The specific Medical Services provided under this Agreement are those described in this appendix which correspond to the Tier chosen by You as checked on a separate electronic form sent by the practice and include the following:

Tier 1

- 1 Visit (In person or televisit) per month
- Prescription refills as appropriate
- Bone age reading and comparison to other available Films
- Bloodwork and imaging interpretation as necessary
- 1 in office blood draw per month
- Unlimited texting/direct physician access

Tier 2

- 1 Visit (In person or televisit) per month
- Prescription refills as appropriate
- Bone age reading and comparison to other available Films
- Bloodwork and imaging interpretation as necessary
- 1 in office blood draw per month
- Unlimited texting/direct physician access
- 1 in-office hemoglobin a1c/3 month;
- Prior authorizations as needed;
- Unlimited remote blood sugar interpretation

1. **Non-Medical, Personalized Services.** The Practice shall also provide Members with the following non-medical amenities and services:

- **After-Hours Access.** Subject to the limitations of paragraph 15, Members shall have direct telephone access to the Physician for guidance regarding *urgent concerns* that arise *unexpectedly* after hours.
- **Email Access.** You shall be given an email address to which non-urgent communications can be addressed. You understand and agree that email and the internet should never be used to access medical care in the event of an emergency or any situation that could reasonably develop into an emergency.
- **Timely Appointments.** All reasonable efforts shall be made to assure that the Patient is seen promptly at the scheduled time. If the Physician foresees more than a minimal delay, You shall be contacted and advised of the projected delay and shall have the option of arriving for your

appointment at the new, later time or rescheduling on a date/time which is convenient for You.

- **Specialists Coordination.** The Physician shall coordinate care with medical specialists and other practitioners to whom Patient is referred. Patient understands that the membership fee does not include or cover specialist's fees or fees due to any medical professional other than the Practice staff.

APPENDIX B

First Direct Pay Practice Visit Fee (Enrollment \$50 + Visit \$310)	\$360
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Monthly Membership Fee

Tier 1	\$60/month
Tier 2	\$100/month

Enrollment in membership can only take place within 90 days of a visit. The visit fee will then be applied to the first 3 months of membership.

Incidental (Varying) charges

These fees apply to services received by patients without membership, OR if a patient with a membership has needs that exceed that of their membership tier:

Follow up visit (office/televisit):	\$250
Prior authorization:	\$100
Appeal letter:	\$100
Hemoglobin A1c in office:	\$25
Blood draw only visit:	\$20