

**PATIENT AGREEMENT**

This Patient Agreement (the “Agreement”) is made between Eric Grasser MD LLC (the “Provider”), and \_\_\_\_\_ (“Patient,” frequently referred to as “you or “your”), with an Effective Date of \_\_\_\_\_, 2016.

**PREAMBLE**

The Provider operates a medical practice that specializes in family medicine services (“Medical Services”) to patients. The practice is located at 1925 ASPEN DRIVE, #502A, SANTA FE, NM 87505, and its phone number is (505) 983-9878. Provider’s e-mail address is [info@drgrasser.com](mailto:info@drgrasser.com).

Medical Services are generally provided in accordance with your insurance program, including the requirement in all Provider’s agreements with insurers that you will pay required co-payments and deductibles to the Provider.

In addition to Medical Services, the Provider also offers services that are either non-medical in nature or are not reimbursed by a third-party payor such as your insurance company or Medicare (the “Additional Services”). The Provider charges each individual Patient an annual fee for providing the Additional Services.

Provider wishes to provide, and Patient wishes to receive, both the Medical Services and the Additional Services.

The Patient’s address, phone number and preferred e-mail account for contact are as follows \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.

(Circle or complete as appropriate:) Adult Patients will be charged an enrollment fee of \$65.00 plus Gross Receipts Tax (“GRT”). All Patients will pay a repeating monthly / annual fee plus GRT, for the following services:

BASIC MEMBERSHIP	\$65 monthly or \$702 Annually
BASIC DPC	\$95 monthly or \$1026 Annually
LIBERTY DIRECT BASIC (monthly)	\$35 individual or \$90 couple or \$115 family
COMPREHENSIVE MEMBERSHIP	\$120 monthly or \$1296 Annually
COMPREHENSIVE DPC	\$150 monthly or \$1620 Annually

COMMERCIAL INSURANCE, or MEDICARE, or PRIVATE PATIENT.

The purpose of this Agreement is to set out the terms on which Provider will provide Medical Services and Additional Services to you.

**NOW, THEREFORE**, Provider and Patient agree as follows:

**ARTICLE I**  
**PROVIDER SERVICES**

A. **Medical Services.** The Provider will provide you with Medical Services at a high level of professionalism and expertise that is consistent with that of similarly-situated medical providers.

B. **Additional Services for All Members.** Provider maintains a small practice size to offer you comprehensive, personalized, and prompt medical care. As part of your Annual Fee, Provider shall offer to you the following Additional Services:

1. Full Access to Provider: You will be able to access Provider via Dr. Grasser's personal cell phone number twenty-four (24) hours per day, seven (7) days per week. You also will have full access to Provider's online patient portal. If you reach Provider's voicemail, Provider will promptly return your phone call as soon as possible. Provider will inform you of an absence and designate a substitute physician for you to contact. **For emergencies, you should immediately call 911. Do not call Provider first if you are experiencing a serious or life-threatening situation.**

2. Phone and e-mail consultation: Most third-party payors do not reimburse for consultations with primary care providers that are not made in person, such as by telephone or through the patient portal, so these services are Additional Services. Provider believes they enhance medical treatment, and will make best efforts to respond to your inquiries promptly.

3. Extended Annual Wellness Visit: Most insured patients are entitled to an annual physical exam, and Medicare patients are entitled to an Annual Wellness Visit. These services are provided to all members. Provider will provide an annual visit to you that includes these elements, and at the same appointment, following completion of the Medical Services, as an Additional Service will provide cutting-edge early detection testing and a review of vitamins and supplements you are taking.

4. Patient Advocacy: Provider will be available to answer questions you may have about treatments recommended by other medical, healthcare and wellness providers, including but not limited to other physicians, acupuncturists, and chiropractors, help you understand your various options, and assist you in locating resources to make an informed decision about your health. These Additional Services are in addition to and distinct from the coordination-of-care that primary care providers routinely provide, and for which third-party payors reimburse.

5. Hospital Support: Provider will perform primary management of your health if you are hospitalized at Christus St. Vincent Regional Medical Center. If you inform Provider that you have been admitted to another hospital, Provider will ensure that

your attending physician has information useful to continuity of care, and use best efforts to consult with you and provide advocacy for your needs; Provider will maintain your advanced health care directive on file and provide it to the hospital. These services depend on Provider being informed of your status, and your own ability to consult with Provider. Also, if you are admitted to a hospital where Provider does not have privileges and access to information, Provider may be limited by that hospital's rules to providing information to the attending physician.

6. Mind-Body Medicine: Provider will offer mindfulness and meditation techniques. Those techniques are valuable skills that enhance wellness.

7. General Nutrition Counseling: Provider will offer you medically accurate, evidence-based advice on maintaining a healthful diet and how to ensure you receive proper nutrition. Provider will discuss with you your current diet and offer guidance on changes that may improve your overall health.

8. Education: Provider will offer you monthly e-mail newsletters that include education on topics of interest, such as exercise, sleep, nutrition, stress management, weight loss and alternative medicine.

C. **Additional Services for Comprehensive Members.** In addition to Medical Services and the basic Additional Services described above, Comprehensive Membership will entitle you to the following:

1. Functional/Integrative/Holistic Medicine: Provider will offer additional discussion at Comprehensive Members' visits to address any complex health issues with insights from functional, integrative and holistic medicine. Provider will order, interpret and educate you on the results of Functional Medicine laboratory testing based upon additional training the Provider has taken in such testing.

2. Additional Hours and Home Visits: Provider will be reasonably available for home, weekend or evening visits as circumstances require.

3. Education: Provider will offer the Comprehensive Membership members access to online education on topics of interest, such as exercise, sleep, nutrition, stress management, weight loss and alternative medicine.

D. **Occasional Unavailability.** Patient acknowledges that Provider may be unavailable from time to time due to unavoidable situations, such as natural disasters, personal medical emergencies and family emergencies.

## **ARTICLE II** **PATIENT RESPONSIBILITIES**

A. **Payment Terms for Additional Services.** For all adult memberships, there is an initiation fee of Sixty-Five Dollars (\$65.00) plus GRT. Children are exempt from the initiation fee. Provider offers two levels of membership: Basic Membership and Comprehensive Membership. In addition, each member may choose to participate as a covered individual with commercial insurance or Medicare, or as a private patient. Private patients are charged an additional fee for complying with their wish to keep their healthcare

information confidential and not disclose it to insurers, which means that Provider is not compensated by the Patient's insurer.

- a. Basic Membership is Sixty-Five Dollars (\$65.00) per month, plus GRT;
- b. Comprehensive Membership is One Hundred Twenty Dollars (\$120.00) per month, plus GRT; and
- c. Private Patients pay an additional Thirty Dollars (\$30.00) per month plus GRT (that is, \$95.00 plus GRT for Basic and \$150.00 plus GRT for Comprehensive).
- d. The Parties have set out above, on page 1, the membership choice and monthly or annual fee that the Patient has selected.

B. **Periodic Fee Updates:** Provider may increase the monthly and annual fee from time to time, on thirty days' notice to you. If you choose not to accept the increase, you may terminate your membership by giving notice on or before the date your next payment is due.

C. **Maintenance of Insurance.** Unless Patient has chosen the Private Patient option above, Patient shall maintain membership in a third-party payor program that complies with the Affordable Care Act and covers primary care. You agree to comply with the terms of your plan, including making co-payments and deductibles. You agree to make all co-payments and pay estimated deductibles at the time Provider provides Medical Services. You also will take reasonable steps to cooperate with Provider when Provider seeks reimbursement for Medical Services from your insurance plan or other third-party payor.

D. **Contact Information.** Patient shall maintain current contact information and notify Provider of any changes from the contact information set forth in the preamble. Patient agrees that Provider will be effectively prevented from performance of this agreement if Patient fails to maintain current contact information.

E. **Patient Portal.** Communication of patient health information must be sent by means of a secure channel, under the HIPAA Privacy Rule. Provider maintains a HIPAA-compliant, secure patient portal to communicate with Patient. The Patient and Provider will be alerted to new patient-portal messages by a notice that appears in each regular e-mail account, but Provider will send all health information via the patient portal. Patient acknowledges that messages sent by regular e-mail are not secure, and that if Patient chooses to use regular e-mail rather than the portal for communication, Patient's information could be compromised.

### **ARTICLE III** **THIRD PARTY PAYORS**

A. **Billing of Third Parties.** Provider accepts private insurance and participates in the Medicare program. Provider will bill your private insurance or Medicare, as appropriate, for Medical Services provided under this Agreement.

B. **No Balance Billing.** Provider does not engage in "balance billing," which

is the practice of billing patients for the difference or "balance" between the amount Provider billed private insurance for medical services provided and what Provider actually received from private insurance as reimbursement for the services.

C. **Medical Services Not Recast as Additional Services.** Under no circumstances will Provider bill Patient twice for services rendered or allocate a portion of the Annual Fee for Medical Services. Provider will allocate Patient's annual membership fee solely to providing the Additional Services.

#### **ARTICLE IV** **TERM AND TERMINATION**

A. **Term of Agreement.** The term of this Agreement shall be one (1) year commencing on the Effective Date of this Agreement, unless terminated earlier.

B. **Automatic Renewal.** At the expiration of the initial one (1) year term (and each subsequent one (1) year term), the Agreement will automatically renew for successive one (1) year terms.

C. **Termination.** Provider may terminate this Agreement without cause upon thirty (30) days' written notice to Patient. After sixty (60) days, Patient may terminate this Agreement without cause upon thirty (30) days' written notice to Provider. Notice will be given in accordance with Section VI.D, below. Should you terminate this Agreement prior to the end of the term, Provider will be entitled at minimum to the initiation fee, the first three months' fees, and the GRT associated with those fees, as compensation for the set-up cost of the account.

#### **ARTICLE V** **DISPUTE RESOLUTION**

As to disputes between Provider and Patient, the parties agree as follows:

A. **Claims for Professional Liability.** Provider and Dr. Grasser are qualified health care providers under the New Mexico Medical Malpractice Act, N.M.S.A. §§ 41-5-1 and following. Any claims governed by the Act shall be submitted as set forth therein, and a court of competent jurisdiction shall hear them if they are not sooner resolved. The parties will have no obligation to submit such claims to mediation or arbitration.

B. **Claims Arising Under this Agreement.** Claims arising under this Agreement that are not addressed by the New Mexico Medical Malpractice Act shall be resolved as follows:

1. **Mediation First.** As a prerequisite to proceeding with any arbitration, the parties shall participate in a mediation of the disputes that they claim exist, utilizing the mediation services of a mediator agreed upon by the parties. In the event that any party asserts that there exists a dispute, such party shall deliver a written notice to any other parties involved therein specifying the nature of the asserted dispute in reasonable detail. The mediation shall be conducted within thirty (30) days of the foregoing written notice of a dispute, unless the parties agree otherwise. The mediator's fee shall be borne equally by the parties.

2. **Arbitration if Mediation Fails.** In the event the parties are unable to reach a resolution of the matter through mediation, either party may then proceed with binding arbitration. Arbitration shall be conducted in general compliance with the Commercial Arbitration Rules of the American Arbitration Association; however, the Arbitrator may be any Arbitrator mutually agreed on by the parties. Initially, each party shall bear its own legal costs and shall share equally the costs of the arbitration, subject to the arbitrator's later determination as to the prevailing party's right to recover such costs. The parties shall, and hereby do, request that the arbitrator expedite the arbitration process so that an award is rendered as soon as practicable after the initiation of the arbitration. The arbitrator shall apply the laws of the State of New Mexico in rendering his or her award, and any failure to properly apply the law shall be deemed to be an act in excess of the arbitrator's jurisdiction hereunder and shall constitute grounds for a challenge of the award as being in excess of the arbitrator's jurisdiction. The arbitrator's award shall be final, and may be entered as a judgment in any court of appropriate jurisdiction ("Final Determination"). The arbitrator shall award to the prevailing party in the arbitration its attorneys' and experts' fees and all other legal costs of such party incurred in connection with the mediation and arbitration.

3. **Selection of Mediator or Arbitrator.** In the event that the parties are unable to select either a mediator or an arbitrator in accordance with the terms set forth above, the parties shall file for court-annexed arbitration in accordance with the rules of the Second Judicial District Court, LR2-603, Section III: Permissive Referral. That arbitration shall substitute for those proceedings described above.

## **ARTICLE VI** **MISCELLANEOUS**

A. **Waiver of Breach or Violation Not Deemed Continuing.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

B. **Amendment.** Amendments to this Agreement must be in writing and signed by both parties. Notwithstanding the foregoing, Provider may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation by providing you fifteen (15) days' notice of such amendment.

C. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of New Mexico.

D. **Notices.** Any and all notices required or permitted to be given under this Agreement shall be in writing, and by U.S. Mail or e-mail, sent to the address provided by the other party, on page 1 of this Agreement. If a party's mailing address or e-mail account changes, that party will promptly give notice to the other.

E. **Severability.** Any provision of this Agreement that is invalid, illegal, or unenforceable shall be ineffective to the extent of such invalidity, illegality or un-enforceability without rendering any other provision of this Agreement invalid, illegal, or unenforceable.

F. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties and supersedes any prior oral or written agreements. It may

not be changed orally, but may be changed only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

WHEREFORE, the parties agree to the foregoing by duly executing this agreement as provided herein below.

ERIC GRASSER MD LLC  
By

PATIENT or LEGAL GUARDIAN

\_\_\_\_\_  
Eric Grasser, M.D., its Principal

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
If Guardian, Print patient name: \_\_\_\_\_

\_\_\_\_\_  
If Guardian, Print relationship: \_\_\_\_\_