

Name \_\_\_\_\_

Clinic Selection for Membership \_\_\_\_\_



## RETAINER MEDICAL AGREEMENT BETWEEN PROVIDER AND PATIENT

The RETAINER MEDICAL AGREEMENT BETWEEN PROVIDER AND PATIENT (the “Retainer Medical Agreement”), is by and between the direct primary care provider (“**Provider**”) selected upon enrollment through EverMed Services LLC (“**EverMed**”) and the patient (“**Patient**”) as named in the enrollment forms.

### 1. Purpose of Retainer Medical Agreement.

The purpose of the Retainer Medical Agreement is to explain the scope of services provided by Provider to the Patient in exchange for Patient directly paying a set monthly fee as well as describe the terms and conditions of this Retainer Medical Agreement. Direct Primary Care is not insurance. Membership includes a limited scope of primary care services specified in section 12 of this agreement.

### 2. Agency.

Provider has appointed EverMed to act as its **agent** in enrolling Patient as a direct primary care patient of Provider and Provider represents to Patient that EverMed has authority to bind Provider to the terms and conditions of this Retainer Medical Agreement.

### 3. Services Provided.

Direct Primary Care is not insurance. DPC provides only the limited scope of Primary Care Services specified in section 12 of this agreement. The patient is responsible for payment of all services not specified in the Direct Primary Care Agreement. Patient may cancel membership at any time. The Provider will provide to Patient the primary care services (“Services”) identified by Provider during Patient’s enrollment. Patient may request a copy of the Services provided by Provider at any time. Upon request, EverMed will provide Patient a printed copy of the Services.

\_\_\_\_\_**Patient Initial** \*Patient acknowledges the Covered Entity will NOT submit an invoice to the patient’s insurance for any services provided under their Retainer Medical Agreement.

### 4. Excluded Services.



For excluded services, the Provider will provide Patient with advance notice of any additional charge prior to administration or delivery of an excluded service or alternatively, recommend that you obtain from your insurer or health plan provider a referral for further treatment. The Patient must pay for all services not covered under Patient's membership.

5. Prescription Drugs.

Prescriptions may be offered at the patient's Covered Entity for a discounted cash price.

6. Monthly Fee.

EverMed DPC will bill the Patient monthly. Unless Patient has made other prior arrangements with EverMed, payment will be automatically deducted from Patient's bank account as set up by Patient during enrollment. Other Parties, such as Patient's employer, may pay the monthly fee on Patient's behalf. If someone other than Patient will pay Patient's monthly fee, please provide this information to EverMed.

7. Fee Increases.

The monthly fee is valid for twelve (12) months. If Patient's monthly fee is scheduled to increase after the 12<sup>th</sup> month of services provided to Patient under this Retainer Medical Agreement, EverMed on behalf of the Provider will provide Patient at least sixty (60) days advance written notice. We will not raise Patient's monthly fees more than once annually.

8. Late Payments.

Payment will be considered late and Patient's membership will be suspended if Patient's payment is not received within thirty (30) days of invoicing. If Patient is unable to pay the monthly fee for any reason, it is Patient's responsibility to contact EverMed in order to make prior arrangements to make a late payment without termination. If Patient does not contact EverMed before Patient's payment is late, EverMed reserves the right to terminate this Retainer Medical Agreement.



9. Termination/Cancellation.

Patient may terminate this Retainer Medical Agreement at any time and for any reason. Membership may be canceled by providing written notice to EverMed at PO Box 453 Camas, WA 98607 or through EverMed's website. Cancellation may also be delivered to the clinic manager at Provider's clinic. (The days and times for in-clinic cancellations are subject to change depending upon the availability of the clinic manager.) A cancellation postmarked at least five (5) business days prior to the next billing date shall result in no further recurring billing. If less than five (5) business days, Patient may be billed one additional time. If this occurs, EverMed DPC will refund the additional billing. To ensure that EverMed have accurate information about the account being closed, EverMed recommend you print and use the online form.

During the 12-month period after the patient signs this Direct Primary Care agreement, EverMed may terminate the direct primary care agreement for any of the following reasons:

- a. Patient fails to pay the direct fee under the terms required by this Direct Agreement;
- b. Patient performs an act that constitutes fraud;
- c. Patient repeatedly fails to comply with a recommended treatment plan;
- d. Patient is abusive and/or presents an emotional or physical danger to the staff or other patients; or
- e. The Provider discontinues operation as a direct practice.

In the event that we elect to terminate this Retainer Medical Agreement under this section, we will provide Patient with notice and opportunity to obtain care from another Provider. If Patient cancels membership twice (2) within one year, the Provider reserves the right to deny acceptance of Patient into the Provider's direct primary care membership at their Covered Entity.

10. Complaints.

In the event that Patient has any complaint about the services provided under



this Retainer Medical Agreement, Patient shall contact the following person for further assistance:

EverMed Services LLC  
PO Box 453  
Camas, WA 98607  
(800) 377-6099  
care@evermeddpc.com

11. No Discrimination.

The Provider does not decline to accept new direct patients or discontinue care to existing patients solely because of the patient's health status. Further, the Provider does not decline to accept any person solely on account of race, religion, national origin, the presence of any sensory, mental, or physical disability, education, economic status, or sexual orientation.

12. Direct Primary Care Services.

\*\*Each clinic utilizing EverMed DPC is independently owned and operated.  
\*You may or may not have all of the same offerings available at each clinic. EverMed DPC may have discounted prices for services not covered by your EverMed DPC membership. Check with your provider or contact EverMed DPC directly.



## Included Services

### Services

Primary Care Visits	Included
Acute Care Visits	Included
Preventive Care	Included
Annual Wellness Exams	Included
Well Child Exams	Included
Sports Physicals	Included
**Telemedicine (Email, Phone, Remote Portal Consults)	Included

### Procedures

EKG	Included
PPD (TB Test)	Included
Injection Fees (medication costs may not be covered)	Included
Immunizations (medication costs may not be covered)	Included
Flu Shot	Included
Ear Irrigation	Included
Nebulizer Treatments	Included
Liquid Nitrogen Procedures	Included
Alcohol and Substance Abuse Screening	Included

### \*Labs

Urinalysis	Included
Blood Glucose	Included
Urine Pregnancy Test	Included
HgbA1c	Included
Rapid Strep Test	Included

### Additional Services

Discount Prescription Card	Included
Prescription Savings Portal	Included
Discount Mail Order Prescription Program	Included
Specialty Care Triage/Support	Included

\*Availability of lab services varies per clinic.

\*\*Each clinic offers some form of telemedicine, check with your clinic selection for their method.



I, the Patient, authorize signature by electronic means to this Retainer Medical Agreement and any other documents or instruments that may be provided to me during enrollment or thereafter. By affixing my electronic signature to this Retainer Medical Agreement during enrollment, I acknowledge and agree that: (a) I have read this Retainer Medical Agreement; and, (b) prior to enrollment I had an opportunity to discuss any questions I may have had about the terms contained within this Retainer Medical Agreement with the Provider. Further, I have the right to have this Retainer Medical Agreement provided or made available on paper or in non-electronic form at no additional fee to me. I may update my electronic contact information or withdraw consent at any time of the use of my electronic signature by contacting EverMed at the address, phone number or email in Section 10 above.

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Patient Signature

Date



## **STATE SPECIFIC ACKNOWLEDGEMENTS**

For Oregon Residents Only:

The Department of Consumer and Business Services issued a certificate to this practice. You can contact consumer advocates at the Department of Consumer and Business Services a 1.888.977.4894, [dcbs.insmail@state.or.us](mailto:dcbs.insmail@state.or.us), or [www.insurance.oregon.gov](http://www.insurance.oregon.gov)