

**PATIENT AGREEMENT**  
**GOLD STANDARD PEDIATRICS, LLC**

This is an Agreement entered into on \_\_\_\_\_, 20\_\_\_\_, between Gold Standard Pediatrics, a South Carolina Limited Liability Company (Clinic, Us or We), and \_\_\_\_\_ (You or Guardian) on behalf of \_\_\_\_\_ (Patient(s)).

**Background**

The CLINIC is a Direct Pay primary care practice (DPC), which delivers pediatric care services through its physician, Dr. J. Bryan Hill (Physician), at 803 North Fant Street, Suite 2A, Anderson, South Carolina 29621. In exchange for certain fees, the CLINIC, agrees to provide Patient with the Services described in this Agreement on the terms and conditions contained in this Agreement.

**Definitions**

**1. Patient.** In this Agreement, "Patient" means the child(ren) for whom the Physician shall provide care, and is listed on the document attached as Appendix B, which is a part of this agreement.

**2. Services.** In this Agreement, "Services", means the collection of services, offered to Patient by Us in this Agreement. These Services are listed in Appendix A(1), which is attached and a part of this Agreement.

**Agreement**

**3. Term.** This Agreement will last for one year, starting on \_\_\_\_\_.

**4. Renewal.** The Agreement will automatically renew each year on the anniversary date of the agreement, unless either party cancels the Agreement by giving 30 days written cancellation notice.

**5. Termination.** Regardless of anything written above, You always have the right to cancel this agreement. Either party can end this agreement at any time by giving the other party 30 days written notice.

**6. Payments and Refunds – Amount and Methods.** In exchange for the Services (see Appendix A(1)), You agree to pay Us, a monthly fee in the amount that appears in Appendix C, which is attached and is part of this Agreement.

a) This monthly fee is payable when you sign the Agreement, and is due on the first business day of each month thereafter.

b) The Parties agree that the required method of monthly payment shall be by automatic payment, through a debit or credit card.

c) If this Agreement is cancelled by either party before the Agreement ends, We will review and settle your account as follows:

- (i) We will refund to You the unused portion of your fees on a per diem basis; or
- (ii) If Value of the Services you received over the term of the Agreement exceeds the amount You paid in membership fees, You shall reimburse the CLINIC in an amount equal to the difference between the value of the services received and the amount You paid in membership fees over the term of the Agreement. The Parties agree that the value of the services is equal to the CLINIC's usual and customary fee-for-service charges. A copy of these fees is available on request.

**7. Non-Participation in Insurance.** Your initials on this clause of the Agreement acknowledges Your understanding on behalf of the Patient that neither the CLINIC, nor its Physician, participate in any health insurance or HMO plans or panels and cannot accept Medicare eligible patients. We make no representations that any fees that You pay under this Agreement are covered by your health insurance or other third party payment plans. It is Your responsibility to determine whether reimbursement is available from a *private, non-governmental* insurance plan and to submit any required billing to them. \_\_\_\_ **(Initial)**

**8. Medicare.** This agreement acknowledges the Patient's understanding that the Providers do not participate in Medicare, and as a result, Medicare cannot be billed for any services performed for the Patient by the Providers. The Patient agrees not to bill Medicare or attempt to obtain Medicare reimbursement for any such services. If the Patient is eligible for Medicare, or becomes eligible during the term of this Agreement, then s/he will sign the Medicare Opt Out and Waiver Agreement attached as Appendix D and incorporated by reference. The Patient shall sign and renew the Medicare Opt Out and Waiver Agreement every two years, as required by law. \_\_\_\_ **(Initial)**

**9. This Is Not Health Insurance.** Your initials on this clause of the Agreement acknowledges Your understanding that this Agreement is not an insurance plan or a substitute for health insurance. You understand that this Agreement does not replace any existing or future health insurance or health plan coverage that You may carry. The Agreement does not include hospital services, or any services not personally provided by the CLINIC, or its employees. You acknowledge that the CLINIC has advised You to obtain or keep in full force, health insurance that will cover the Patient for healthcare not personally delivered by the CLINIC, and for hospitalizations and catastrophic events. \_\_\_\_ **(Initial)**

**10. Communications.** You acknowledge that although the CLINIC shall comply with HIPAA privacy requirements, communications with the Physician using e-mail, facsimile, video chat, cell phone, texting, and other forms of electronic communication can never be absolutely guaranteed to be secure or confidential methods of communications. As such, **You expressly waive the Physician's obligation to guarantee confidentiality with respect to the above means of communication.** You further acknowledge that all such communications may become a part of the Patient's medical record.

By providing an e-mail address on the attached Appendix B, You authorize the CLINIC, and its Physicians to communicate with You by e-mail regarding the Patient's "protected health information" (PHI).<sup>1</sup> You further acknowledge that:

- (a) E-mail is not necessarily a secure medium for sending or receiving PHI and, there is always a possibility that a third party may gain access;
- (b) Although the Physician will make all reasonable efforts to keep e-mail communications confidential and secure, neither the CLINIC, nor the Physician can assure or guarantee the absolute confidentiality of e-mail communications;
- (c) At the discretion of the Physician, e-mail communications may be made a part of Patient's permanent medical record; and,
- (d) You understand and agree that e-mail is not an appropriate means of communication in an emergency, for time-sensitive problems, or for disclosing sensitive information. **In an emergency, or a situation that You could reasonably expect 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.**
- (e) Email Usage. **If You do not receive a response to an e-mail message within 24 hours, You agree that you will contact the Physician by telephone or other means.**
- (f) Technical Failure. Neither the CLINIC, nor the Physician will be liable for any loss, injury, or expense arising from a delay in responding to You, when that delay is caused by technical failure. Examples of technical failures (i) failures caused by an internet service provider, (ii) power outages, (iii) failure of electronic messaging software, or e-mail provider (iv) failure of the CLINIC's computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of e-mail communications by a third party which is unauthorized by the CLINIC; or (v) Your failure to comply with the guidelines for use of e-mail described in this

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<sup>1</sup> as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations.

Agreement.

**11. Physician Absence.** From time to time, due to vacations, illness, or personal emergency, the Physician may be temporarily unavailable to provide the services referred to above in this paragraph one. In order to assist Patients in scheduling non-urgent visits, CLINIC will notify Patients of any planned Physician absences as soon as the dates are confirmed. In the event of the Physician's unplanned absences, Patients will be given the name and telephone number of an appropriate provider for the Patient to contact. Any treatment rendered by the substitute provider is not covered under this contract, but may be submitted to Patient's health plan.

**12. 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 to comply with the law.

**13. 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 contract will stay in force as originally written.

**14. Reimbursement for Services Rendered.** If this Agreement is held to be invalid for any reason, and the CLINIC is required to refund fees paid by You for Patient, You agree to pay the CLINIC an amount equal to the fair market value of the medical services Patient received during the time period for which the refunded fees were paid.

**15. Amendment.** Except for amendments made in compliance with paragraph 12, above, no amendment of this Agreement shall be binding on a party unless it is in writing and signed by all the parties.

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

**17. Legal Significance.** You acknowledge that this Agreement is a legal document and gives the parties certain rights and responsibilities. You also acknowledge that 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.

**18. 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.

**19. Entire Agreement.** This Agreement contains the entire agreement between the parties and replaces any earlier understandings and agreements whether they are written or oral.

**20. No Waiver.** In order to allow for the flexibility of certain terms of the Agreement, each party agrees that they may choose to delay or not to enforce the other party's

requirement or duty under this agreement (for example notice periods, payment terms, etc.). Doing so will not constitute a waiver of that duty or responsibility. The party will have the right to enforce such terms again at any time.

**21. Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of South Carolina. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the CLINIC in Anderson, South Carolina.

**22. Service.** All written notices are deemed served if sent to the address of the party written above or appearing in Appendix B by first class U.S. mail.

The parties may have signed duplicate counterparts of this Agreement on the date first written above.

\_\_\_\_\_  
J. Bryan Hill, MD, for  
GOLD STANDARD PEDIATRICS, LLC

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Name of Parent/Guardian (printed)

\_\_\_\_\_  
Date

## **APPENDIX A SERVICES**

1. **Medical Services.\*** Medical Services under this agreement are those medical services that the Physician is permitted to perform under the laws of the State of South Carolina, are consistent with Physician's training and experience, are usual and customary for a pediatrician to provide, and include the following:<sup>2</sup>

- Acute and Non-acute Office Visits, up to 36 visits per child per year.
- Well Baby Care
- Well Child Care
- Athletic/Camp Physicals
- Basic Vision/Hearing Screening
- Evaluation/management of problems with school performance and attention problems.
- Electrocardiogram (EKG)
- Blood Pressure Monitoring
- Diabetic Monitoring
- Breathing Treatments (nebulizer or inhaler with spacer)
- Urinalysis
- Rapid Test for Strep Throat
- Removal of benign skin lesions/warts, when appropriate.
- Removal of Cerumen (ear wax)
- Simple Wound Repair and Sutures
- Abscess Incision and Drainage
- Childhood Immunizations\*
- The convenience of access to many commonly prescribed prescription medications and medical equipment at greatly reduced prices, dispensed on premises.\*
- When appropriate, drawing basic labs. Labs and testing that cannot be performed in-house will be offered at a discounted rate through select vendors.\*\*

\*Childhood immunizations, prescription medications and medical equipment dispensed by the Gold Standard Pediatrics pharmacy are subject to an additional charge, for which You are responsible at the time of service.

\*\*You are responsible for all costs associated with any procedure, laboratory testing, and specimen analysis.

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<sup>2</sup> As deemed appropriate and medically necessary by the Physician.

The Patient is also entitled to a personalized, annual in-depth “wellness examination and evaluation,” which shall be performed by the Physician, and may include the following, as appropriate:

- Detailed review of medical, family, and social history and update of medical record;
- Personalized Health Risk Assessment utilizing current screening guidelines;
- Preventative health counseling, which may include:
  - Age appropriate development;
  - Diet, nutrition and exercise;
  - Weight management;
  - High risk behavior;
  - School preparedness and performance;
  - Attention problems;
  - Smoking, alcohol, and substance use.
- Custom Wellness Plan to include recommendations for immunizations, additional screening tests/evaluations, fitness and dietary plans;
- Complete physical exam & form completion as needed.

2. **Non-Medical, Personalized Services.** CLINIC shall also provide Patient with the following non-medical services (“Non-Medical Services”), which are complementary to our members in the course of care:

- a. **After Hours Access.** You shall have direct telephone access to the Physician seven days per week. You shall be given a phone number where You may reach the Physician directly for guidance regarding concerns that arise unexpectedly after office hours. Video chat and text messaging may be utilized when You and the Physician agree that it is appropriate.
- b. **E-Mail Access.** You shall be given the Physician’s e-mail address to which non-urgent communications can be addressed. Such communications shall be dealt with by the Physician or staff member of CLINIC in a timely manner. **You understand and agree that e-mail and the internet should never be used to access medical care in the event of an emergency, or any situation that You could reasonably expect may develop into an emergency.** You agree that in such situations, when You cannot speak to Physician immediately in person or by telephone, that You shall call 911 or go to the nearest emergency medical assistance provider, and follow the directions of emergency medical personnel.
- c. **No Wait or Minimal Wait Appointments.** Reasonable effort shall be made to assure that Patient is seen by the Physician immediately upon arriving for a scheduled office visit or after only a minimal wait. If Physician foresees more than a minimal wait time, You shall be contacted and advised of the projected wait time.

- d. **Same Day/Next Day Appointments.** When You call or e-mail the Physician prior to noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule an appointment with the Physician on the same day. If You call or e-mail the Physician after noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule Patient's appointment with the Physician on the following normal office day. In any event, however, CLINIC shall make every reasonable effort to schedule an appointment for the Patient on the same day that the request is made.
  
- e. **Specialists Coordination.** CLINIC and Physician shall coordinate with medical specialists to whom Patient is referred to assist Patient in obtaining specialty care. **You understand that fees paid under this Agreement do not include and do not cover specialist's fees or fees due to any medical professional other than the CLINIC Physician.**

**APPENDIX B  
PATIENT ENROLLMENT – MEDICAL AGREEMENT FORM**

Fees (monthly or annual) as set out in Appendix C shall apply to the Child(ren) listed below. By signing below, You agree to the terms and conditions of the GOLD STANDARD PEDIATRICS Medical Agreement Form.

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Parent/Guardian Name(s)

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Street Address City, State, Zip

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Home Phone Work Phone Cell Phone Preferred email

***Child/Children to Whom this Agreement Applies:***

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Print Name Date of Birth (MM/DD/YYYY) Age

**Preferred Payment Method\***

- Monthly (Credit/Debit Card)
- Yearly (Credit/Debit Card)

\*All patients must have a credit or debit card on file to cover the cost of membership and any incidentals not covered under the Agreement.

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

Signature: \_\_\_\_\_

**APPENDIX C  
FEE ITEMIZATION**

0-2 years old	\$70 per month
2-12 years old	\$45 per month
12-18 years old	\$35 per month

Limited Time Offer:  
Families with 3 children or more - \$90/month

Cost per visit in excess of 36 visits per child per year	\$35/visit
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Enrollment Fee*	1 Child	\$25
	2 Children	\$50
	3+ Children	\$75

\*Non-refundable fee. Should your membership lapse or be terminated, the enrollment fee must be paid again for membership to become active.

Child 1: \_\_\_\_\_  
Child 2: \_\_\_\_\_

3 Children or More (Family Rate):  
\_\_\_\_\_

TOTAL MONTHLY RATE    \$ \_\_\_\_\_

**APPENDIX D**  
**MEDICARE OPT OUT AND WAIVER AGREEMENT**

This agreement (Agreement) is entered into by and between Gold Standard Pediatrics, a South Carolina Limited Liability Company, Dr. J. Bryan Hill (Physician), whose principal address is 803 North Fant Street, Suite 2A, Anderson, South Carolina 29621, and \_\_\_\_\_, a beneficiary enrolled in Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997 (Beneficiary), who resides at \_\_\_\_\_, \_\_\_\_\_, SC \_\_\_\_\_. The Physician has informed Patient that Physician has opted out of the Medicare program and is not excluded from participating in Medicare Part B under Sections 1128, 1156, or 1892 or any other section of the Social Security Act.

**Introduction**

The Balanced Budget Act of 1997 allows physicians to “opt out” of Medicare and enter into private contracts with patients who are Medicare beneficiaries. In order to opt out, physicians are required to file an affidavit with each Medicare carrier that has jurisdiction over claims that they have filed (or that would have jurisdiction over claims had the physicians not opted out of Medicare). In essence, the physician must agree not to submit any Medicare claims nor receive any payment from Medicare for items or services provided to any Medicare beneficiary for two years.

This Agreement between Beneficiary and Physician is intended to be the contract physicians are required to have with Medicare beneficiaries when physicians opt-out of Medicare. This Agreement is limited to the financial agreement between Physician and Beneficiary and is not intended to obligate either party to a specific course or duration of treatment.

**Physician Responsibilities**

- (1) Physician agrees to provide Beneficiary such treatment as may be mutually agreed upon and at mutually agreed upon fees.
- (2) Physician agrees not to submit any claims under the Medicare program for any items or services, even if such items or services are otherwise covered by Medicare.
- (3) Physician agrees not to execute this contract at a time when Beneficiary is facing an emergency or urgent healthcare situation.
- (4) Physician agrees to provide Beneficiary with a signed copy of this document before items or services are furnished to Beneficiary under its terms. Physician also agrees to retain a copy of this document for the duration of the opt-out period.
- (5) Physician agrees to submit copies of this contract to the Centers for Medicare and Medicaid Services (CMS) upon the request of CMS.

## **Beneficiary Responsibilities**

- (1) Beneficiary agrees to pay for all items or services furnished by Physician and understands that no reimbursement will be provided under the Medicare program for such items or services.
- (2) Beneficiary understands that no limits under the Medicare program apply to amounts that may be charged by Physician for such items or services.
- (3) Beneficiary agrees that s/he is not currently in an emergency or urgent health care situation.
- (4) Beneficiary agrees not to submit a claim to Medicare and not to ask Physician to submit a claim to Medicare.
- (5) Beneficiary understands that Medicare payment will not be made for any items or services furnished by Physician that otherwise would have been covered by Medicare if there were no private contract and a proper Medicare claim had been submitted.
- (6) Beneficiary understands that Beneficiary has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and that Beneficiary is not compelled to enter into private contracts that apply to other Medicare-covered items and services furnished by other physicians or practitioners who have not opted out of Medicare.
- (7) Beneficiary understands that Medigap plans (under section 1882 of the Social Security Act) do not, and other supplemental insurance plans may elect not to, make payments for such items and services not paid for by Medicare.
- (8) Beneficiary understands that CMS has the right to obtain copies of this contract upon request.
- (9) Beneficiary acknowledges that a copy of this contract has been made available to him/her.

## **Medicare Exclusion Status of Physician**

Beneficiary understands that Physician has not been excluded from participation under the Medicare program under section 1128, 1156, 1892, or any other sections of the Social Security Act.

## **Duration of the Contract**

This contract becomes effective on \_\_\_\_\_, 20\_\_\_\_, and will continue in effect until \_\_\_\_\_, 20\_\_\_\_. Either party may terminate treatment with reasonable

notice to the other party, as provided in the agreement. Notwithstanding this right to terminate treatment, both Physician and Beneficiary agree that the obligation not to pursue Medicare reimbursement for items and services provided under this contract will survive this contract.

**Successors and Assigns**

The parties agree that this agreement will be fully binding on their heirs, successors, and assigns.

Physician and Beneficiary intend to be legally bound by signing this agreement on the date set forth below.

\_\_\_\_\_  
Name of Beneficiary (printed)

\_\_\_\_\_  
Signature of Beneficiary

\_\_\_\_\_  
Date

\_\_\_\_\_  
J. Bryan Hill, MD, for  
GOLD STANDARD PEDIATRICS, LLC

Date Signed by Physician and LLC:

\_\_\_\_\_, 20\_\_\_\_.