



Independent Family Doctors:104 E Pine St Caldwell, Idaho 83651 P:2082529404 F:2083915980  
SparkMD:2402 W Jefferson St Boise, Idaho 83702 P:2083694590 F:2089062346

**Dr. Josh Leavitt, DO**

## **PRIMARY CARE PATIENT AGREEMENT**

This is an Agreement between Josh Leavitt, DO(**PHYSICIAN**) in his capacity as owner and physician of Independent Family Doctors, LLC and sparkMD, LLC and You (**PATIENT**).

### **BACKGROUND**

The Physician practices family medicine and delivers care on behalf of Independent Family Doctors, LLC in Caldwell, Idaho and sparkMD, LLC in Boise, Idaho. In exchange for certain fees paid by Patient; Practice, through its Physician, agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement. The Practice website is [www.independentfamilydoctors.com](http://www.independentfamilydoctors.com) Or [www.sparkmd.com](http://www.sparkmd.com)

### **Definitions**

1: **Patient.** Patient is defined as those persons for whom Physician shall provide Services, and who are signatories to and incorporated by reference to this agreement.

2: **Services.** As used in this Agreement, the term Services shall mean a package of ongoing primary care services, both medical and non-medical and certain amenities (collectively Services), which are offered by Practice, set forth in Appendix 1. Patient will be provided with methods to contact the physician via phone, email, and other methods of electronic communication. Physician will make every effort to address the needs of the Patient in a timely manner, but cannot guarantee availability, and cannot guarantee the patient will not need to seek treatment in the urgent care or emergency department setting.

3. **Fees.** In exchange for the services described herein, Patient agrees to pay Practice the amount as set forth according to clinic enrollment in Appendix 1, attached. Applicable enrollment fees are payable upon execution of this agreement. These fees may change with time. Patient will be notified 30days in advance of any fee changes.

4. **Non-Participation in Insurance.** Patient acknowledges that neither Practice, nor Physician, participate in any health insurance or HMO plans. Neither Practice nor Physician make any representations regarding third party insurance reimbursement of fees paid under this Agreement. Patient shall retain full and complete responsibility for any such determination. If Patient is eligible for Medicare or Medicaid, or during the term of this Agreement becomes eligible for Medicare or Medicaid, the Patient is responsible to notify the Practice. This Agreement acknowledges your understanding that Medicare and Medicaid cannot be billed for reimbursement for any services provided by Physician and Practice.

5. **Insurance or Other Medical Coverage.** Patient acknowledges and understands that this Agreement is not an insurance plan and is not a substitute for health insurance or other health plan coverage (such as membership

in HMO), It will not cover hospital services, or any services not personally provided by Practice, or its Physician. Patient acknowledges that Practice has advised that Patient obtain or keep in full force such health insurance policy(ies) or plans that will cover Patient for general health care costs. Patient acknowledges that THIS AGREEMENT IS **NOT** A CONTRACT THAT PROVIDES HEALTH INSURANCE, in isolation does NOT meet the insurance requirements of the Affordable Care Act and is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry.

This Agreement is for ongoing primary care, and Patient may need to visit the emergency room or urgent care from time to time. Physician will make every effort to be available via phone, email, other methods such as "after hours" appointments when appropriate, but Physician cannot guarantee 24/7 availability.

**6. Disclaimer.** Per Idaho Senate Bill 1062a, 39-9207: This Agreement does not provide health insurance coverage, including the minimal essential coverage required by applicable federal law. It provides only the services described herein. It is recommended that health care insurance be obtained to cover medical services not provided for under this Care Agreement.

**7. Term.** This Agreement will commence on the date Patient enrolls with Practice and will extend monthly thereafter. Notwithstanding the above, both Patient and Practice shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination. Patient may terminate the Agreement with twenty-four hours prior notice, but Practice shall give thirty (30) days prior written notice to Patient and shall provide Patient with a list of other practices in the community in a manner consistent with local patient abandonment laws.

Reasons Practice may terminate the agreement with the Patient may include but are not limited to:

- a. Patient fails to pay applicable fees owed pursuant to Appendix 1 per this Agreement
- b. Patient has performed an act that constitutes fraud
- c. Patient repeatedly fails to adhere to the recommended treatment plan, especially regarding the use of controlled substances
- d. Patient is abusive, or presented an emotional or physical danger to the staff or other patients
- e. Practice discontinues operation
- f. Practice has a right to determine whom to accept as a Patient, just as a Patient has the right to choose his or her physician
- g. Practice may also terminate a Patient without cause as long as the termination is handled appropriately (without violating patient abandonment laws)

**8. Privacy and Communications.** You acknowledge that communications with Physician using e-mail, facsimile, video chat, text messaging, and cell phone are not guaranteed to be secure or confidential methods of communication. Practice will make an effort to secure all communications via passwords and other protective means and these will be discussed in an annually updated Health Insurance Portability and Accountability Act (HIPAA) "Risk Assessment." Practice will make an effort to promote the utilization of the most secure methods of communication, such as software platforms with data encryption, HIPAA familiarity, a willingness to sign HIPAA Business Associate Agreements. This may mean that conversations over certain communication platforms are highlighted as preferable based on higher levels of data encryption, but many communication platforms, including email, may be made available to Patient. If Patient initiates a conversation in which Patient discloses "Protected Health Information (PHI)" on one or more of these communication platforms then Patient has authorized Practice to communicate with Patient regarding PHI in the same format.

9. **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 to 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 the provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.

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

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

12. **Jurisdiction.** This Agreement shall be governed and constructed under the laws of the State of Idaho and all dispute arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Practice address of servicing clinic.



By Enrolling with Independent Family Doctors, LLC or sparkMD, LLC, you understand and agree to the following:

**13. Patient Understandings:**

\_\_\_\_\_ This Agreement is for ongoing primary care and is not a medical insurance agreement.

\_\_\_\_\_ I do NOT need an appointment in the next 24 hours.

\_\_\_\_\_ I am enrolling (myself and my family if applicable) in Practice voluntarily.

\_\_\_\_\_ I understand that I am enrolling in a membership-based practice that will bill me (or my employer) monthly.

\_\_\_\_\_ I understand that if this benefit is being provided through my employer, there may be additional fees and charges that I will be responsible for. (Labs, Imaging, Medication, Injections, Procedures)

\_\_\_\_\_ In the event of a medical emergency, I agree to call 911 first.

\_\_\_\_\_ I understand that the Physician at Independent Family Doctors and sparkMD will make every effort to be available but may not always be able to see me on a same-day basis. I may be referred to an urgent care for same-day service.

\_\_\_\_\_ I understand that the Physician and staff communicate with patients via text messages, all in-office visits and phone call conversations(visits) are scheduled, Physician does not make in-home visits.

\_\_\_\_\_ I understand that walk-in visits are discouraged and all services, including medication pick-ups and lab draws need to be scheduled during clinic operation hours.

\_\_\_\_\_ I do NOT expect the Practice to file or fight any third-party insurance claims on my behalf.

\_\_\_\_\_ I do NOT expect the Practice to file prior authorizations on my behalf.

\_\_\_\_\_ This Agreement does not meet the individual insurance requirement of the Affordable Care Act.

\_\_\_\_\_ This Agreement is non-transferable.

\_\_\_\_\_ I do NOT expect the Practice to prescribe chronic controlled substances on my behalf, and I understand that the Physician may refer me to a higher level of care for the management of such medications. (These include commonly abused opioid medications, benzodiazepines, and stimulants.)

\_\_\_\_\_ I Understand failure to pay the membership fee will result in termination from Practice.

Patient Name : \_\_\_\_\_ Patient Signature : \_\_\_\_\_

Physician Name: Josh Leavitt, DO      Physician Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## **APPENDIX 1: Independent Family Doctors, LLC and sparkMD, LLC Periodic and Enrollment Fees and Services**

This Agreement is for ongoing primary care. This Agreement is not health insurance, Patient may need to use the care of specialists, ERs and /or urgent care centers that are outside of the scope of services offered by the Physician. Examples of conditions we treat, procedures we perform, and medications we prescribe are attached herein, listed on our website and are subject to change.

### **Fee Schedule:**

Enrollment Fee\* - This is charged when Patient schedules first appointment with Practice and is nonrefundable. The enrollment fee is charged per household, not per patient. The enrollment fee is not charged to a patient/household enrolled under employer program.

Monthly Fee - This fee is for ongoing primary care services and is charged at time of scheduling first appointment. Visits are by appointment only. We prefer that you schedule visits more than 24 hours in advance when possible. We do not provide walk-in urgent care services.

No Call/Text, No Show Fee\* – This fee is charged when a patient does not show up or give office any notification that they are not going to make it to the scheduled appointment.

Late Payments and termination of Services – Practice reserves the right to terminate membership for nonpayment after 60 days. Written notification will be provided via US mail services.

**Enrollment fee is \$99.00\***

**No Call/Text, No Show Fee is \$30.00\***

**There is only one enrollment fee due per family residing at the same address.**

### **Included Services:**

Ongoing Primary Care - There are no co-pays or visit fees.

In-Office Procedures – There is a \$30 fee for all in-office procedures. These are detailed below and are subject to change.

Laboratory Studies - Will be charged on the same day as services are provided. There is a \$5 lab draw charge to cover cost of supplies.

Medications - Will be ordered in the most cost-effective manner possible for the Patient. Medications dispensed in the office are made available to patient at wholesale cost plus 10%.

Pathology - Studies will be ordered in the most economical manner possible. Anticipated prices for these studies are listed below and on our website.

Surgery and Specialist Consults - Will be ordered in the most cost-effective manner possible for patient.

Imaging and X-Ray- Will be charged according to the low negotiated contract price and will be charged on the same day as the service is completed.

Vaccinations - Are NOT offered in our offices at this time. We will make an effort to help you obtain needed vaccinations at a low cost.

Acceptance of Patients - We reserve the right to accept or decline patients based upon our capability to appropriately handle the patient's needs. We may decline new patients pursuant to the guidelines offered in Section 7(Term), because Physicians panel of patients is full or because a Patient requires medical care not within Physicians scope of services.

Hospital Services and Obstetric Services - Are NOT a part of our membership. Physician may visit Patient if requested by patient or a representative if Patient is hospitalized, but Physician will not write orders.

After Hours Assistance - There is no guarantee of after-hours availability. This Agreement is for ongoing primary care, not emergency or urgent care. Physician will make reasonable efforts to see you and be available electronically as needed after hours if available.

To receive help after hours\* - Please text the physician with your issue, concern, or need. You will get an auto reply message that instructs you to call the same number you just texted. Leave a voicemail. Wait for a reply back. If it is more than 30mins, do it all over again.

\*After hours is any time that the clinic is not physically open, or the staff is out of the office\*





**SERVICES AND PRICING LIST \***

	<b>SERVICES</b>	<b>PRICING</b>	
Services	Wellness Exams, Well Child & Sports Physicals, Pap tests	Included	
	Same Day/Next Day Visits	Included	
	Telemedicine visits (text, phone call, email)	Included	
	Primary, Acute, and Chronic Care	Included	
Procedures	EKG	Included	
	Ingrown Toenail Removal	\$30	
	Skin Lesion Removal or destruction (warts, sunspots, skintags, etc.)	\$30	
	Joint Injections (knee, shoulder, trochanter, epicondyle)	\$30	
	Skin Lesion Excision & Biopsy (does not include the pathology fee)	\$30	
	Pathology Fee for removed skin lesions	\$65 - \$95	
	Laceration repairs	\$30	
	IM injections – B12, Toradol	\$20 plus cost of medication	
	Circumcision	\$200	
	Complex Care	Diabetes Management	Included
Hypertension Management		Included	
Hyperlipidemia (cholesterol) Management		Included	
Mental Health/Wellness		Included	
Hospital Follow-up and/or Pre-Op Evaluations		Included	
Weight Management Planning		Included	
Echocardiogram		\$350	

Labs/Imaging	Urinalysis (in clinic dip)	Included
	Urine Pregnancy Test (in clinic dip)	Included
	Rapid Strep Test (in clinic swab)	Included
	Wellness Labs (CBC, CMP, Lipid Panel, Hemoglobin A1c, TSH FreeT4, T3 free, Fasting Insulin, C-peptide, CRP, Vitamin D, Iron for Woman, Testosterone for Men)	\$70-100 Based on testing ordered
	Lab Draw Fee	\$5.00
	Full Panel STD testing	\$173.00
	Rapid viral/bacterial/fungal swab tests	\$125
	All other Labs – Hormone and Allergy testing available	Often <65% billed retail
	X-Ray	\$60 per view (Billed same day as service)
	Ultrasounds, CT scans, MRI Studies	\$200-\$800 (Billed same day as service)
	Mammogram	Intermountain Medical Imaging or St Als
Medication Discounts	Education about GoodRX	Included
	In house drug dispensary with low-cost generic drugs	Wholesale cost + 10%

**\*Prices are subject to change without notice**

**\*Simplified listing of offered services, others may be available**