



Novel
HEALTHCARE

📍 7201 Pioneer Way, Ste B101
Gig Harbor, WA 98335

☎ 253-900-2285

📠 253-294-9313

PATIENT AGREEMENT: Novel Healthcare, PLLC

This is an Agreement between Novel Healthcare, PLLC, a Washington professional limited liability corporation (herein referred to as “NHC”), located at 7201 Pioneer Way, Ste B101, WA 98335 and Melissa A. Meyer, MD in their capacity as agents of NHC, and you, (Patient).

Background

The Physician, who specializes in Family Medicine, delivers care on behalf of NHC at the address set forth above. In exchange for certain fees paid by you, NHC, through its Physician, agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement. This Agreement does not provide comprehensive health insurance coverage. It provides only the health care services specifically described.

Definitions

1. **Patient.** A patient is defined as those persons for whom the Physician shall provide Services, and who are signatories to, or the parent or legal guardian of the patient or family of the patient.
2. **Services.** As used in the Agreement, the term Services, shall mean a package of services, both medical and non-medical, and certain amenities (collectively “Services”), which are offered by NHC, and set forth in Appendix 1.
3. **Terms.** This Agreement shall commence on the date signed by the Patient and shall continue for a period of one month, automatically renewed. Patient’s acceptance of this Agreement on-line constitutes an electronic signature on this Agreement and constitutes the signing date.
4. **Fees.** In exchange for the services described herein, Patient agrees to pay NHC, the amount as set forth in Appendix 1, attached. This fee is payable upon execution of this Agreement, and is in payment for the services provided to the Patient during the term of this Agreement. In the event of cancellation by either party, prompt refund will be delivered back to the Member of all unearned direct fees. The amount of the direct fee considered earned shall be a proration of the monthly fee as of the date the notice of termination is received. Changes to the fee schedule or health care services provided under the Agreement can be changed at most once annually. If any such changes are made, existing Patients will be given at least 60 days advance written notice.
5. **Non-Participation in Insurance.** Patient acknowledges that neither NHC, nor the Physician participate in any health insurance or HMO plans or panels and has opted out of Medicare. Neither of the above make any representations whatsoever that any fees paid under this Agreement are covered by your health insurance or other third-party payment plans applicable to the Patient. The Patient shall retain full and complete responsibility for any such determination. If the Patient is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then Patient will sign the Agreement attached as Appendix 2, and incorporated by reference. This Agreement acknowledges your understanding that the Physician has opted out of Medicare, and as a result Medicare cannot be billed for any services performed for you by the Physician. You agree not to bill Medicare or attempt Medicare reimbursement for any such services. Patient shall renew and sign the Agreement in Appendix 2, every two years if Medicare rules dictate such.



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6. **Insurance or Other Medical Coverage.** Patient acknowledges and understands that this Agreement is not an insurance plan, and not a substitute for health insurance or other health plan coverage (such as membership in an HMO). It will not cover hospital services, or any services not personally provided by NHC, or its Physician. Patient acknowledges that NHC has advised that patient obtain or keep in full force such health insurance policy(ies) or plans that will cover Patient for general healthcare costs. Patient acknowledges that this Agreement is not a contract that provides health insurance, and this Agreement is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry.
7. **Term; Termination.** This Agreement will commence on the date first written below (“Enrollment Date”) and will extend monthly thereafter. The Member may terminate the agreement at any time by providing written notice to NHC (a letter with signature, email to drmissy@novel.healthcare or direct message via Spruce secure communication app from responsible Patient will suffice). Monthly fees will continue to accrue until the written cancellation is received. I understand that Novel Healthcare, PLLC, may cancel the agreement for the reasons listed below. Should the Practice terminate the agreement, 30 days prior written notice will be given to the Member and a list of other Practices in the community will be provided in a manner consistent with local patient abandonment laws. After the 30 days have expired, the Member will no longer receive care at Novel Healthcare, PLLC. So long as the direct practice provides the patient notice and opportunity to obtain care from another physician, the direct practice may discontinue care of direct patients if:
 - a. The Patient fails to pay applicable fees owed pursuant to Appendix 1 of this Member Agreement;
 - b. The Patient has performed an act that constitutes fraud;
 - c. The Patient repeatedly fails to adhere to the recommended treatment plan, especially regarding the use of controlled substances;
 - d. The Patient is abusive and presents an emotional or physical danger to the staff or other Patients of the Practice;
 - e. Practice discontinues operation as a direct practice.
8. **Communications.** You acknowledge that communications with the Physician using e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. As such, you expressly waive the Physician’s obligation to guarantee confidentiality with respect to correspondence using such means of communication. You acknowledge that all such communications may become a part of your medical records. By providing Patient’s email address, Patient authorizes NHC, and its Physician to communicate with Patient by e-mail regarding Patient’s “protected health information” (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPPA) of 1996 and its implementing regulations). By giving us your email, Patient acknowledges 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 NHC, nor the Physician can assure or guarantee the absolute confidentiality of email communications;

- c. In the discretion of the Physician, e-mail communications may be made a part of Patient's permanent medical record;
 - d. Patient understands and agrees that E-mail is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information. **In the event of an emergency, or a situation in which a member could reasonably expect to develop into an emergency, Patient (or Patient representative) shall call 911 or the nearest emergency room, and follow the directions of emergency personnel;**
 - e. If Patient does not receive a response to an e-mail message within one day, Patient agrees to use another means of communication to contact the Physician. Neither NHC, nor the Physician will be liable to Patient for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Patient as a result of technical failures, including, but not limited to, (i) technical failures attributable to any internet service provider, (ii) power outages, failure of any electronic messaging software, or failure to properly address e-mail messages, (iii) failure of the Practice's computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of e-mail communications by a third party; or (v) your failure to comply with the guidelines regarding use of email communications set forth in this paragraph.
9. **Patient Complaints.** If a Patient has a complaint with Novel Healthcare or its Physician, the Patient is asked to submit in writing, a detailed report of the issue of concern. It may be delivered or mailed to NHC (address above) or submitted as an email to drmissy@novel.healthcare. Patient complaints will be addressed within 48 business hours and all attempts will be made to resolve such issues as quickly as possible for the benefit of both parties. If a Patient does not wish to address the Physician directly, the Office of the Insurance Commissioner, Consumer Protection Division, may be contacted with unresolved issues or questions as well. Their contact information is as follows: <https://www.insurance.wa.gov/file-complaint-or-check-your-complaint-status> or call toll free 800-562-6900.
10. **Change of Law.** If there is a change of any law, regulations or rule, federal, state, or local, which affects the Agreement including these Terms & Conditions, which are incorporated by reference in the Agreement, or the activities of either party under the Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on the party's rights, obligations or operations associated with the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Agreement including these Terms & Conditions. If the parties are unable to reach an Agreement concerning the modification of the Agreement within forty-five days after the date of the effective date of change, then either party may terminate the Agreement by written notice to the other party.
11. **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 that provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.



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12. **Assignment.** This Agreement, and any rights Patient may have under it, may not be assigned or transferred by the Patient.
13. **Relationship of Parties.** Patient and the Physician intend and agree that the Physician, in performing his duties under this Agreement, is an independent contractor, as defined by the guidelines promulgated by the United States Internal Revenue Service and/or the United States Department of Labor, and the Physician shall have exclusive control of his work and the manner in which it is performed.
14. **Legal Significance.** Patient acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Patient also acknowledges having had a reasonable time to seek legal advice regarding the Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of the Agreement.
15. **Indemnification.** Patient agrees to indemnify and hold NHC harmless from any and all claims, actions, suits, judgments, damages, fines, and other proceedings (including attorney fees), arising out of (a) Patient's breach of contract, (b) any negligent or willful act or omission of the Patient, and (c) those services utilized by the Patient from sources other than Novel Healthcare, PLLC.
16. **Miscellaneous.** This Agreement shall be construed without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. Captions in this Agreement are used for convenience only and shall not limit, broaden, or qualify the text.
17. **Entire Agreement.** This Agreement contains the entire Agreement between the parties and supersedes all prior oral and written understandings and Agreements regarding the subject matter of this Agreement.
18. **Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Washington and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for NHC address in Gig Harbor, Washington.
19. **SERVICE.** All written notices are deemed served if sent to the address of the party given by the Patient, by first class U.S. mail.





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Novel Healthcare, PLLC

Dated this ___ day of _____, 202__.

Print Patient Name

_____(_____)
Authorized Signature (DOB)

Authorization for minor/Relationship

NHC Representative / Title

Mailing Address

Enrollment Date

City, State, Zip code

Phone

Email

