

Patient-Physician Agreement

THIS PATIENT-PHYSICIAN AGREEMENT (“Agreement”) is made this day of

_____ (“Effective Date”),

by and between NU HOUSE CALLS, P.C., and

_____ (“Patient”).

1. BACKGROUND: Through its primary physician, Dr. Nancy Urankar, NU House Calls coordinates and provides home-based treatment and diagnostic services to enrolled patients. Patient wishes to contract with NU House Calls to provide said treatment and services to Patient, pursuant to the terms and conditions set forth in this Agreement.

2. PHYSICIAN SERVICES: NU House Calls shall be responsible for providing to Patient the following services (“Services”) through Dr. Nancy Urankar or a substitute physician designated by NU House Calls from time to time in its sole discretion (collectively the “Physicians”):

- (a) Reasonable Access to Physicians via email and/or telephone; availability of medical treatment and advice on the same day or next day of Patient’s request, unless Physicians are unavailable due to special circumstances; extended visits at Patient’s home or office;
- (b) Provision and scheduling of preventative health services as outlined in the informational letter attached hereto; and
- (c) Recommendation of medical specialists to aid in Patient’s needs and communication with said specialists regarding Patient’s care, including, but not limited to coordination of laboratory, X-Ray or diagnostic testing with appropriate specialists and interpretation of results.

3. PATIENT RESPONSIBILITIES:

- (a) On the Effective Date, Patient shall pay NU House Calls an enrollment fee, in the amount of \$1,000.00 (“Enrollment Fee”), which shall entitle Patient to receive the Services during the term of this Agreement, subject to the terms and conditions hereof.
- (b) Patient shall conduct him/herself in an honest and professional manner when interacting with Physicians and NU House Calls’ support staff.
- (c) Patient acknowledges the rights and benefits of Patient under this Agreement are non-covered medical benefits and; therefore, the Enrollment Fee will not be billed to Medicare, Medicaid Assistance or any other medical insurance plan (collectively “Medical Insurance”).

(d) In addition to the Enrollment Fee, NU House Calls will charge a fee for its Services, which will be billed to Patient’s Medical Insurance at the time they are incurred. NU House Calls will accept the amount Patient’s Medical Insurance pays as payment in full and will not bill Patient for any portion of the fee for Services which are not covered by Medical Insurance. Patient is at all times responsible for deductibles required by his/her Medical Insurance. Patient may be responsible for co-payments required by his/her Medical Insurance. Outside Services, such as, laboratory or imaging will be the responsibility of the Patient if said services are not covered by Medical Insurance.

4. TERM AND TERMINATION: The term of this Agreement shall commence on the Effective Date and shall continue for one year, subject to renewal as provided in Section 5.

- (a) Patient may terminate this Agreement, without cause and with full refund of the Enrollment Fee, within thirty (30) days after the Effective Date provided that Patient did not receive any of NU House Calls’ Services during such thirty (30) day period. If Patient terminates thereafter, Patient will receive a refund of the Enrollment Fee calculated in accordance with the “Refund Schedule” attached hereto.
- (b) In the event that NU House Calls terminates this Agreement, NU House Calls will continue to provide medical treatment and advice to Patient for any additional period required by law. Patient will be entitled to a refund of the Enrollment Fee in the same manner as described in Section 4(a).

5. RENEWAL: This Agreement shall automatically renew unless either party notifies the other party, in writing, at least thirty (30) days prior to the termination date of this Agreement of his/her election not to renew same. NU House Calls retains its right to adjust the Enrollment Fee upon renewal of this Agreement and notice to Patient. If NU House Calls elects to adjust the Enrollment Fee upon renewal, Patient may terminate this Agreement within ten (10) days of after receipt of said adjustment to the Enrollment Fee.

6. APPLICABLE LAW: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

7. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. This Agreement may be amended, modified or clarified only by writing executed by the parties.

8. NOTICE: Notice from one party to the other shall be in writing and shall be deemed to have been duly given two (2) business days after it have been mailed, certified, return receipt requested, postage prepaid to:

Patient:

NU House Calls:

Box 490
Coopersburg, PA 18036

Either party may, from time to time, by written notice to the other party, designate a different address, which shall be substituted for the address specified above for such party.

9. ASSIGNMENT: This Agreement may not be assigned or transferred in whole or in part by either party.

10. WAIVER: Any waiver by either party of any act, failure to act or breach on the other party shall not constitute a waiver by such waiving party of any prior or subsequent act, failure to act or breach by the other party.

IN WITNESS WHEREOF, the parties have signed this Agreement effective the date first written above.

Patient Signature

Date

REFUND SCHEDULE

If either party elects to terminate this Agreement before its scheduled expiration date, Patient is entitled to a refund of the Enrollment Fee based on the amount of time remaining on the Agreement and calculated as follows:

- If the Patient terminates this Agreement within the first thirty (30) days after the Effective Date of this Agreement without having used any of NU House Calls' Services, the Patient is entitled to a full and complete refund.
- If the Patient terminates this Agreement after the expiration of the first thirty (30) days of the Effective Date of this Agreement, the Patient is entitled to a maximum refund of 40% of the Enrollment Fee, which will be prorated on the basis of ninety (90) day consecutive periods for each remaining ninety (90) day period during the term in which the Patient has not received NU House Calls' Services. i.e.,
 - In the first ninety (90) day period, Patient is entitled to a maximum refund of 40% if Patient has not utilized NU House Calls in that ninety (90) day period.
 - In the second ninety (90) day period, Patient is entitled to a maximum refund of 30% if Patient has not utilized NU House Calls in that ninety (90) day period.
 - In the third ninety (90) day period, Patient is entitled to a maximum refund of 20% if Patient has not utilized NU House Calls in that ninety (90) day period.
 - In the fourth ninety (90) day period, Patient is entitled to a maximum refund of 10% if Patient has not utilized NU House Calls in that ninety (90) day period.

At no time is Patient entitled to a refund for an expired ninety (90) day period regardless of whether Patient received NU House Calls' Services during that ninety (90) day period.

Physician Signature

Date