

Unified Endocrine and Diabetes Care, Inc. Chhaya Makhija, M.D.

7750 N. Fresno Street, Suite 101 Fresno, CA 93720 Phone: 559-272-9192, Fax 559-648-6674

## PATIENT AGREEMENT FORM UNIFIED ENDOCRINE AND DIABETES CARE, INC.

This is an Agreement between UNIFIED ENDOCRINE AND DIABETES CARE, INC., a California professional medical corporation, its physician Chhaya Makhija, M.D. ("Physician") and you, the Patient (Name of the patient) \_\_\_\_\_\_

#### Background

The Physician, who specializes in Endocrinology, Diabetes and Metabolism, delivers care on behalf Unified Endocrine and Diabetes Care, Inc., at the address set forth above. In exchange for certain fees paid by you, Unified Endocrine and Diabetes Care, Inc., through its Physician, agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

#### Definitions

1. <u>Services</u>. As used in this Agreement, the term Services for "Fee for Service" model includes Physician-delivered medical services rendered at the consultation or follow up visit which can be in person or virtual (video or audio). Other package of services, with enhanced Physician access, which includes secure text messaging for medical services have additional charges. These are offered by Unified Endocrine and Diabetes Care, Inc. as a part of its membership program.

2. <u>Terms</u>. If you are enrolled in membership, this agreement shall commence on the enrollment date of the membership and shall continue for a period of one month, automatically renewed per month OR 12 months from the start date of enrollment if an annual membership fee is paid at one time. If you opt for Fee-for-service option, then the fee is due at the start of every visit.

3. <u>Non-Participation in Insurance</u>. Patient acknowledges that neither Unified Endocrine and Diabetes Care, Inc., nor the Physician, participate in any health insurance including Medicare/Medicaid or HMO plans or panels. 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.

4. <u>Insurance or Other Medical Coverage</u>. 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 Unified Endocrine and Diabetes Care, Inc., or its Physician. Patient acknowledges that Unified Endocrine and Diabetes Care, Inc. 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.

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# 1. HIPAA 2. TECHNOLOGY 3. FEES

## 1. HIPAA

Please sign/initial below indicating you have received this notification of your Federal Health Care Privacy Rights:

As a patient, you have the right to adequate notice of the uses and disclosures of your protected health information. Under the Health Insurance Portability and Accessibility Act (HIPAA), Unified Endocrine and Diabetes Care, Inc. can use your protected health information for treatment, payment, and health care operations. If you are a self-referred patient, it is your responsibility to request and bring all the relevant medical records from your medical providers to maintain continuity of care.

1. <u>Treatment</u> – we may use or disclose your health information to a physician or other health care provider providing treatment to you.

2. <u>Payment</u> – we may use and disclose your health information in connection with all activities related to billing and obtaining payment for services we provide you.

3. <u>Healthcare Operations</u> – we may use and disclose your health information in connection with our healthcare operations. Healthcare operations include quality assessment and improvement activities, reviewing the competency or qualifications of healthcare professionals, evaluating provider performance, conducting training programs, education, and business management.

Most uses and disclosures that do not fall under treatment, payment, healthcare operations will require your written authorization. Following signing, you may revoke your authorization in writing through our practice at any time. United Diabetes and Endocrine Care, Inc. may update this HIPAA Privacy Policy at any time; you may request an updated copy of this policy at any time.

In the event of your incapacity or an emergency, we will disclose health information to a family member, or other person responsible for your care, using your professional judgment. We will only disclose health information that is directly relevant to the person's involvement with your healthcare. We will not use your health information for marketing communications without your written consent. We may also use or disclose your health information when we are required to do so by law.

We may disclose your health information to appropriate authorities if we reasonably believe that you are a possible victim of abuse, neglect, or domestic violence or the victim of other crimes. We may disclose your health information to the extent necessary to avert a serious threat to your or other people's health and safety. We may disclose the health information of armed forces personnel to military authorities under certain circumstances. We may disclose health information to authorized federal officials required for lawful intelligence, counterintelligence, and other national security activities. We may disclose health information of inmates or patients to the appropriate authorities under certain circumstances.

We may use or disclose your health information to provide you with appointment reminders via phone, email or letter. You have the right to restrict the disclosure of your protected health information in writing. The request for restriction will be considered on a case-by-case basis and may be denied if the information is required for treatment, payment, or healthcare operations.

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#### You have the right to

- Receive confidential communications regarding your protected health information.
- Inspect a copy of your protected health information.
- Amend your protected health information.
- Receive an account of disclosures of your protected health information.
- A paper copy of this notice of privacy practices.

If you have any complaints regarding the way your protected health information was handled or have concerns that your privacy rights may have been violated, you may submit a complaint in writing to our office. Our Privacy Officer is Chhaya Makhija, M.D. You may also send a written complaint to the US Department of Health and Human Services, Office of Civil Rights. You will not be retaliated against in any manner for a complaint.

For further information about Unified Endocrine and Diabetes Care, Inc. privacy policies, please contact our office and at the following address or phone number: 7750 N. Fresno Street, Suite 101, Fresno, California 93720; (559) 272-9192

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#### 2. TECHNOLOGY NOTICE (in accordance with TCPA)

We provide care outside of regular face to face office visits, through secure portal messaging, phone calls, text messages & telemedicine/telehealth platforms. For logistics, we can also be reached by mobile device text messages and emails for general inquiries. The portal is strongly preferred and for members, secure text messaging application if available can be used. You acknowledge traditional email and related online platforms (Gmail, Yahoo, google, etc.) and text (iMessage, voice over internet technology, Google Voice, Line2, mobile sms etc.) is **NOT** HIPAA secure, and not for emergencies. By signing, you acknowledge these methods are NOT secure. You are also not obligated at all to use them and can use the secure portal or secure messaging application if enrolled in it.

To utilize HIPAA secure messaging services, you must sign up for the patient portal or membership secure messaging application which you will get information about when we meet. This enables private and secure communication about health issues and to retrieve lab tests results. The HIPAA secure patient portal response may take up to 72 hours. This information will be saved in your patient record. **It may not be used for emergency health concerns. Call 911 for all or any emergencies.** 

You also consent to allow Unified Endocrine and Diabetes Care, Inc. to electronically access my medication, medical history, any relevant laboratory or imaging results & immunization history to ensure accurate medication, treatment and coordination of care.

Federal law has placed restrictions on us contacting you on your mobile phone. The Telephone Consumer Protection Act requires businesses like us practicing direct care or concierge medicine to get explicit consent to contact you on mobile phone.

By acknowledging and signing below, you are granting permission for Unified Endocrine and Diabetes Care, Inc. to contact you on the mobile phone number listed below. You can choose to call and text or just call (no text). Contact can be a text message appointment reminder or 'robot-call' appointment reminder. You can opt-out at any time. By signing below, you represent you are the wireless subscriber or customary user and you have authority to provide consent. Message and data rates may apply by your mobile provider.

Cell Phone number: \_\_\_\_\_

Phone	Text	

Name: \_\_\_\_\_ Date: / /20

Sign: \_\_\_\_\_



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# 3. PAYMENT POLICY

Unified Endocrine and Diabetes Care, Inc. is an **out-of-network** provider. This means full payment is due from the patient at time of service and *we do not bill* your insurance company. You will be financially responsible for services provided by out-of-network in excess of your applicable copayment, deductible, or coinsurance, and that you may be responsible for costs in excess of those allowed by your health benefits plan. You are encouraged to obtain as much reimbursement for our services from your insurance company except Medicare, but it is your responsibility to submit the paperwork. You may want to know what your insurance company considers 'ordinary and reasonable fees' and we can provide the CPT codes. Of note, this is not true for patients with Medicare. We are unable to enroll Medicare patients currently due to the federal/state regulations.

Any <u>Lab work</u> and <u>radiology</u> we order is billed by the respective lab and radiology organizations. Usually (but no guarantee) our lab & radiology orders will be reimbursed at your in-network rates as long as you go to those innetwork labs and radiology organizations. You are responsible for obtaining this information regarding the network participation status of laboratories and facilities, and you are free to use whatever facility you choose.

Cancellations happen and we fully understand unusual things come up. You can call and cancel the appointment if there is more than 24 hours window from the appointment date and time. Cancellations with less than 24 hours advance notice will be dealt with on a case-by-case basis but in general, cancelling same day appointments will incur **a \$50 fee**. A No-Show visit will also incur a **\$50 fee**. Appointment slots are precious time for us and other patients desirous of a consultation. Please consider a virtual visit instead of cancelling.

We accept cash or check. Credit cards are accepted as well for monthly payments. Please refer to office staff for the current membership vs fee for service charge details.

Name	Date	Sign
FOR OFFICE USE ONLY:		
Date of Service:		
INITIAL CONSULTATION FEE:		
PAID in FULL amount:		
Accepted and signed by:	Signature of the patient:	