

PATIENT AGREEMENT  
DawnMD, L.L.C.

This is an Agreement between DawnMD, L.L.C., a Washington state professional corporation, located at 540 E. Main Street Suite A, Pullman, WA 99163 (DawnMD), Shaleah Jones, M.D (Physician) in their capacity as an agent of DawnMD, and you, (Patient).

**Background**

The Physician, who specializes in family medicine, delivers care on behalf DawnMD, at the address set forth above. In exchange for certain fees paid by You, DawnMD, 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. **Patient.** A patient is defined as those persons for whom the Physician shall provide Services, and who are signatories to, or listed on the documents attached as Appendix 1, and incorporated by reference to this agreement.
2. **Services.** As used in this Agreement, the term Services, shall mean a package of services, both medical and non-medical, and certain amenities (collectively "Services"), which are offered by DawnMD, and set forth in Appendix 1.
3. **Terms.** This agreement shall commence on the date signed by the parties below and shall continue for a period of one month, automatically renewed.
4. **Fees.** In exchange for the services described herein, Patient agrees to pay DawnMD, the amount as set forth in Appendix 2, below. This fee is payable upon execution of this agreement, and is in payment for the services provided to Patient during the term of this Agreement.
  - A. Upon cancellation by either party, DawnMD will promptly refund to the direct patient 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.
  - B. If the patient chooses to pay more than one monthly direct fee in advance, the funds shall be held in a trust account and paid to the direct practice as earned at the end of each month. Any unearned direct fees held in trust following receipt of termination of the direct agreement shall be promptly refunded to the direct patient. The amount of the direct fee earned shall be a proration of the monthly fee for the then current month as of the date the notice of termination is received.
  - C. Changes to the fee schedule or the health care services provided under the Agreement can only be changed once annually, and with 60 days' advanced written notice to existing patients.
  - D. Fees for comparable services will not vary between patients based on health status, or gender.
  - E. Late payment: Should the patient fall behind on payments DawnMD will first attempt to contact patient by phone, email and SMS to acquire an updated payment method or modified payment plan. Should the patient fail to respond to such requests they will receive a 30 day termination notice for non-payment.
5. **Non-Participation in Insurance.** Patient acknowledges that neither DawnMD, nor the Physician participate in any health insurance or HMO plans or panels and has opted out of Medicare. The direct practice will not bill a carrier for services covered under the direct agreement. DawnMD nor the Physician make no 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 "Medicare Opt out Agreement" in Appendix 4. 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 attached as Appendix 4 and titled "Medicare Opt Out Agreement" every other year.

6. **Insurance or Other Medical Coverage.** This agreement does not provide comprehensive health insurance coverage. It provides only the health care services specifically described in Appendix 1. This Agreement is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry. 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 DawnMD, or its Physicians. Patient acknowledges that DawnMD has advised that patient obtain or keep in full force such health insurance policies or plans that will cover Patient for general healthcare costs.
7. **Term; Termination.** This Agreement will commence on the date of signature, and will extend monthly thereafter. Notwithstanding the above, the Patient shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination. Notification of termination must be in written to DawnMD or Dr. Jones (text message, email or written notice all acceptable). DawnMD may similarly terminate the Agreement under the following conditions:
  - A. The patient fails to pay the direct fee under the terms required by this agreement (clause 4E).
  - B. The patient has performed an act that constitutes fraud.
  - C. The patient repeatedly fails to comply with the recommended treatment plan.
  - D. The patient is abusive and presents an emotional or physical danger to the staff or other patients of the direct practice, or
  - E. The direct practice discontinues operations as a direct practice.

Unless previously terminated as set forth above, at the expiration of the initial one-month term (and each succeeding monthly term), the Agreement will automatically renew for successive monthly terms upon the payment of the monthly fee for the contract month.

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.

For online enrollments, by checking the box "I consent to insecure methods of communication" or for paper agreement by providing Patient's e-mail address on the attached Appendix 3, Patient authorizes DawnMD, and its Physicians to communicate with Patient by text message or e-mail regarding Patient's "protected health information" (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations). By consenting to insecure methods of communication or entering patient's e-mail address in Appendix 3, Patient acknowledges that:

- A. E-mail and text communication 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 and the Physician will make all reasonable efforts to keep text and e-mail communications confidential and secure, neither DawnMD, nor the Physician can assure or guarantee the absolute confidentiality of text or e-mail communications;
  - C. In the discretion of the Physician, text and e-mail communications may be made a part of Patient's permanent medical record; and,
  - D. Patient understands and agrees that text or 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 the member could reasonably expect to develop into an emergency, Member shall call 911 or the nearest Emergency room, and follow the directions of emergency personnel.
  - E. If Patient does not receive a response to a text message within 2 hours or e-mail message within one business day, Patient agrees to use another means of communication to contact the Physician (office or cell phone). Neither DawnMD, 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 text or e-mail communications by a third party; or (v) your failure to comply with the guidelines regarding use of text or e-mail communications set forth in this paragraph.
9. **Patient grievances or questions:** Should the patient have a complaint they should contact Physician or staff directly via office phone (509) 309-0929 or via email at hello@dawn.md. Each complaint will be reviewed by Physician and responded to within 5 business days by Physician or an appropriate appointed staff member. Should Patient remain dissatisfied or have unresolved issues or questions they may direct questions and complaints to the Office of the Insurance Commissioner, Consumer Protection <https://www.insurance.wa.gov/file-complaint-or-check-your-complaint-status>  
Toll Free: 800-562-6900
10. **Physician absence:** Should the physician at DawnMD be absent for reasons of vacation, illness, continuing medical education, emergency or day off, every effort will be made to manage unanticipated patient needs remotely by Dr. Jones, or on site by DawnMD staff during regular office hours. Similarly, triage for urgent issues that arise after hours and contact with physician via email or text message will remain available to the Patient in so far as cellular/internet service allows. In some instances the DawnMD physician/provider may not be reachable due to lack of cellular coverage, or Patient may have a need requiring a physical visit. In those cases the Patient understands they will need to seek care at an outside clinic, urgent care or ER at their own expense if the problem cannot be managed by onsite staff or remotely by the DawnMD physician. In some instances, when care needs arise requiring an in person visit, a covering provider may be available at no additional cost to the member, but such coverage is not guaranteed. As with after hours policy listed in clause 2A in Appendix 1, if there is any expectation on the part of the patient that emergency services are needed, they should not delay seeking out an Emergency room while awaiting DawnMD physician call back.
11. **Access to physician during patient absence:** By law, patient shall see physician face to face in Washington state at least once yearly in order to be considered a patient at

DawnMD. Outside of that, the patient is free to access DawnMD services via telemedicine, phone call or text as outlined in this document regardless of patient's location at the time of service.

12. **Change of Law.** If there is a change of any law, regulation 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 that 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 of date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.
13. **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.
14. **Amendment.** No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, the Physician may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation ("Applicable Law") by sending You 60 days advance written notice of any such change. Any such changes can occur no more than once per year. Any such changes are incorporated by reference into this Agreement without the need for signature by the parties and are effective as of the date established by DawnMD, except that Patient shall initial any such change at DawnMD' request. Moreover, if Applicable Law requires this Agreement to contain provisions that are not expressly set forth in this Agreement, then, to the extent necessary, such provisions shall be incorporated by reference into this Agreement and shall be deemed a part of this Agreement as though they had been expressly set forth in this Agreement.
15. **Assignment.** This Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient.
16. **Relationship of Parties.** Patient and the Physician intend and agree that the Physician, in performing her 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 her work and the manner in which it is performed.
17. **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.
18. **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.
19. **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.

20. **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 DawnMD's address in Pullman, Washington.
21. **SERVICE.** All written notices are deemed served if sent to the address of the party entered by the party at the time of enrollment though the secure web link, or appearing in Appendix 2 by first class U.S. mail. The parties have signed duplicate counterparts of this Agreement on the date first written below.

**DawnMD Direct Family Medical Clinic**



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Shaleah D. Jones, M.D. of DawnMD, LLC

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Patient Signature

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Date

## Appendix 1

### Services and Payment Terms

1. **Medical Services.** As used in this Agreement, the term Medical Services shall mean those medical services that the Physician, themselves is permitted to perform under the laws of the State of Washington and that are consistent with their training and experience as a family medicine physician, as the case may be. Patient shall also be entitled to an annual in-depth “preventative health examination,” which shall be performed by the Physician. Family Medicine by nature encompasses a broad group of skills and medical expertise and therefore the following list is meant to be as informative as possible but does not promise to include each and every skill, procedure or area of expertise retained by DawnMD or its physician. In cases where a given health issue exceeds the physician’s expertise, scope of practice or comfort level the physician shall help the patient coordinate with the appropriate specialist to get the care they need. Specific skills and services offered at DawnMD and included in the monthly membership fee include the following:
  - A. **Preventative services:** wellness/preventative visits including counseling regarding recommended cancer screenings, bone health, cardiovascular screening tests, immunizations, fracture prevention, well child checks and sports physicals.
  - B. **Management of Chronic conditions:** Common chronic conditions we care for include diabetes, high blood pressure, thyroid disorders, depression and anxiety, allergies, asthma, chronic sinusitis, gender affirming hormone replacement therapy,
  - C. **Urgent care needs** including respiratory illnesses, lacerations, urinary tract infections, back pain, ear infection, sprains and other musculoskeletal injuries, and initial closed fracture assessment and splinting.
  - D. **Common dermatologic conditions** we treat include acne, skin tag removal, mole removal/biopsy, rashes, rosacea, lesions amenable to cryotherapy.
  - E. **Procedures** we perform include suturing, toenail removal, ear wax removal, joint/bursa injections, trigger point injections, abscess drainage and cyst removal, foreign body removal, EKGs, endometrial biopsies, in house spirometry.
  - F. **Reproductive and women’s health care** we commonly provide includes breast and pelvic exams, birth control counseling and prescriptions, Intrauterine device (IUD) insertions, implantable sub-dermal contraceptive placement and removal, Sexually transmitted infection (STI) screening and counseling, vaginal symptoms including yeast infections, menopause care including hormone replacement therapy, basic infertility counseling and coordination of specialist care, family planning advice.
2. **Non-Medical, Personalized Services.** DawnMD shall also provide Patient with the following non- medical services (“Non-Medical Services”):
  - A. **After hours access for urgent or emergent issues.** Patient shall have access to the Physician’s direct telephone number for calls 24 hours per day 7 days per week. The purpose behind this access is to accommodate urgent or emergent questions or requests that cannot wait until the next office hours period as well as to facilitate communication between Patient and Physician. Emergent situations requiring in person care may still require urgent care or Emergency room visits. In most instances urgent and emergent phone calls or text messages will be responded to immediately and in all instances response should be expected within 2 hours. If there is any expectation on the part of the patient that that emergency services are needed, they should not delay seeking out an Emergency room while awaiting DawnMD physician call back. See definition 10 above for policies regarding physician absences.

- B. **E-Mail Access.** Patient 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 the Practice in a timely manner (generally within 1-2 business days). Patient understands and agrees that email and the internet should never be used to access medical care in the event of an emergency, or any situation that Patient could reasonably expect may develop into an emergency. Patient agrees that in such situations, when a Patient cannot speak to Physician immediately in person or by telephone, that Patient shall call 911 or the nearest emergency medical assistance provider, and follow the directions of emergency medical personnel.
- C. **No Wait or Minimal wait Appointments.** Every 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 anything more than a minimal wait time, Patient shall be contacted and advised of the projected wait time.
- D. **Same Day/Next Day Appointments.** When Patient calls or e-mails the Physician prior to noon on a normal office day (Monday, Tuesday, Thursday, Friday and urgent care/by approval only on Wednesday) to schedule an appointment, every reasonable effort shall be made to schedule an appointment with the Physician on the same day. If the patient calls or e-mails the Physician after noon on a normal office day (Monday, Tuesday, Thursday, Friday and for urgent needs/by approval only on Wednesday) 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, DawnMD shall make every reasonable effort to schedule an appointment for the Patient on the same day that the request is made.
- E. **Home or Office Visits.** Patient may request that the Physician see Patient in Patient's home or office, and in situations where the Physician considers such a visit reasonably necessary and appropriate, they will make every reasonable effort to comply with Patient's request. Additional fees for home or office visits may apply.
- F. **Visitors.** Family members<sup>1</sup> temporarily visiting a Patient from out of town may, for a two- week period, take advantage of the services described in subparagraphs (A), (D), (E), and (G) of this paragraph. Medical services rendered to Patient's visitors shall be charged on a fee-for-service basis.
- G. **Specialists.** DawnMD Physician shall coordinate with medical specialists to whom Patient is referred to assist Patient in obtaining specialty care. Patient understands that fees paid under this Agreement do not include and do not cover specialists fees or fees due to any medical professional other than the DawnMD Physician.

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<sup>1</sup> Family members who are Medicare beneficiaries must be covered by a Medicare opt out and waiver agreement in order to be treated by a DawnMD Physician.

**Appendix 2**

Patient legal name: \_\_\_\_\_

Patient previous name(s): \_\_\_\_\_

Patient legal address: \_\_\_\_\_

Patient Cell phone number: \_\_\_\_\_

Patient preferred email address: \_\_\_\_\_



## **Appendix 3**

### Fee Schedule

0-18 years of age \$25/mo\*

0-44 years of age \$70mo

45-64 years of age \$85/mo

65 years and older \$100/mo

Employer groups: \$60/member/mo for groups of 5 or more. For groups of 4 or less membership rates default to the age based pricing listed above.

\* when enrolled with a full priced adult

## Appendix 4

### Medicare Opt Out Agreement

This agreement (“ **Agreement** ”) is entered into by and between DawnMD LLC, a Washington Professional corporation, owned and operated by Dr. Shaleah D Jones, MD (The “ **Physician** ”), whose principal medical office is located at 540 E. Main Street Suite A Pullman, WA 99163 and \_\_\_\_\_, a beneficiary enrolled in Medicare Part B (“ **Beneficiary** ”), who resides at \_\_\_\_\_,

#### 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

- A. Physician agrees to provide Beneficiary such treatment as may be mutually agreed upon and at mutually agreed upon fees.
- B. 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.
- C. Physician agrees not to execute this contract at a time when Beneficiary is facing an emergency or urgent healthcare situation.
- D. 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.
- E. Physician agrees to submit copies of this contract to the Centers for Medicare and Medicaid Services (CMS) upon the request of CMS.

#### Beneficiary Responsibilities

- A. 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.
- B. Beneficiary understands that no limits under the Medicare program apply to amounts that may be charged by Physician for such items or services.
- C. Beneficiary agrees not to submit a claim to Medicare and not to ask Physician to submit a claim to Medicare.
- D. 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.

- E. 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.
- F. 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.
- G. Beneficiary understands that CMS has the right to obtain copies of this contract upon request.

**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. Physician retains privileges as an ordering provider for Medicare recipients.

**Duration of the Contract**

This contract becomes effective on December 01, 2022, and will continue in effect until November 30, 2024. Either party may terminate treatment with reasonable notice to the other party. 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.



By \_\_\_\_\_ Dr. Shaleah Jones, MD

February 1st, 2023

Date Signed by Physician and Professional Corporation

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

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

\_\_\_\_\_ Date Signed