

New Patient Plan Contract

This is an Agreement between Pediatric & Family Center for Natural Medicine (Practice), and you (Patient).

Background

The Physicians of Pediatric & Family Center for Natural Medicine (Dr. Skowron or other physician in Practice), practices naturopathic and biomedical medicine and delivers care on behalf of Practice in Wallingford, CT. In exchange for certain fees paid by You, the Practice, through its Physician(s), 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.
2. **Services.** As used in this Agreement, the term Services, shall mean a package of ongoing naturopathic/biomedical services, both medical and non-medical , and certain amenities (collectively “Services”) , which are offered by Practice. The 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 that 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. See appendix A for fee schedule.
4. **Non-Participation in Insurance.** Patient acknowledges that neither Practice, nor the Physician(s) participate in their health insurance plans. Neither the Practice nor Physician(s) make any representations regarding third party insurance reimbursement of fees paid under this Agreement. The Patient shall retain full and complete responsibility for any such determination.
5. **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. It will not cover hospital services, or any services not personally provided by Practice, or its Physician(s). 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 healthcare 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 naturopathic/biomedical care, and the Patient may need to visit the emergency room or urgent care from time to time.

6. **Term.** This Agreement will commence on the date it is signed by the Patient and Physician below. The Agreement is for a finite set time as described below and further agreements can be renewed after this term completes. 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. The Patient may terminate the agreement with signed written notice, but the Practice shall give thirty days prior written notice to the Patient and shall provide the patient with a list of other Practices in the community in a manner consistent with local patient abandonment laws. Refund rules for early termination are described below.

7. **Privacy & 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. The 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.” The 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, and 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 the patient. If the Patient initiates a conversation in which the Patient discloses “Protected Health Information (PHI)” on one or more of these communication platforms then the Patient has authorized the Practice to communicate with the Patient regarding PHI in the same format.

8. **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.
9. **Reimbursement for Services.** 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 fees paid by Patient, Patient agrees to pay Practice an amount equal to the Services actually rendered to Patient during the period of time for which the refunded fees were paid. See Appendix B for description.
10. **Assignment.** This Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient.
11. **Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Connecticut and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the Practice address in Wallingford, CT.
12. **Cancellation Policy.** Patients may cancel and reschedule their appointments within 24 hours of their appointment time without penalty. Not showing to an appointment whether in the office, on the phone, or on other methods of communication, along with cancelling an appointment within 24 hours of the schedule time, will incur a fee of \$100 for a follow up appointment and \$200 for a new evaluation appointment. These fees will be deducted from the fees of the Agreement.

13. Patient Understandings (initial each):

_____ This Agreement is for naturopathic/biomedical care and is NOT a medical insurance agreement.

_____ I/my child do NOT have an emergent medical problem at this time.

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

_____ I/my child do NOT expect the practice to file or fight any third party insurance claims on my behalf.

_____ In the event I have a complaint about the Practice, I will first notify the Practice directly.

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

_____ I am enrolling myself or child in the practice voluntarily.

_____ I may receive a copy of this document upon request.

_____ This Agreement is non-transferable.

_____ I agree to the terms of Fees and Refunds as described in this Agreement.

_____ This agreement is for naturopathic/biomedical care and supplements, and does NOT include fees for laboratory testing.

Please Initial ONE:

_____ New Patient BASIC Evaluation - \$1,000

_____ New Patient EXTENDED Evaluation - \$1,700

Please sign:

Patient Name _____ Date _____

Patient or Guardian Signature _____

Physician Name _____ Jared Skowron, ND _____

Physician Signature _____ Date _____

Appendix A

FEES

New Patient Basic Evaluation

To obtain the best outcomes and results for yourself or your child, we have found a period of 2-3 months encompasses our evaluation, laboratory testing, treatment, and satisfactory time for the treatment to take effect and to evaluate significant improvements. This agreement outlines what provides our patients with the best results.

Fees - \$1,000 - paid at time of agreement before first appointment, include 3 medical visits and supplements. This agreement does not include payment for lab work, which may be billed through your insurance or may be cash expenses. (These fees will be reviewed and approved by you with Dr. Skowron before you are responsible for any additional fees with other companies.)

Summary

\$1,000 total fees - \$800 for medical care, \$200 for supplements

- 1, 50-minute primary evaluation with Dr. Skowron
- 2, 25-minute follow up evaluations with Dr. Skowron on a monthly basis
- \$200 worth of supplements purchased at a 25% discount from SpectrumAwakening.com or NPScript.com/skowron

Extended Description

Services (\$800 of the \$1,000 Fee, billed at \$400/hour)

- 1, 50-minute evaluation with Dr. Skowron, including:
 - Reviewing health history of yourself or child
 - Reviewing past lab work that you have submitted before visit
 - Understanding your goals
 - Ordering of future lab work (payment for lab work is separate and not included in this agreement)
 - Initial treatment

- 2 additional 25 minutes follow up evaluations with Dr. Skowron at approximately 30 and 60 days after first visit, including:

Reviewing results of any lab tests that have been completed

Evaluating effects of treatments

Changing of treatments as necessary

- \$200 worth of supplements

Supplements purchased will be at a 25% discount when ordered through SpectrumAwakening.com or NPScript.com/skowron, up to \$200. Supplements purchased above \$200 will be at full price without a discount.

No supplements that you purchase over-the-counter, from a health food store or on a website, or other location besides Practice are part of this agreement.

- If consultation time extends past the 50 minute initial consult or 25 minute following consults, you will be charged \$100/15 minutes, which will be deducted from your payment for this agreement. Additional treatment arrangements can be purchased after completion of this agreement, or after funds have been depleted from extended consultation time.

New Patient Extended Evaluation

To obtain the best outcomes and results for yourself or your child, we have found a period of 2-3 months encompasses our evaluation, laboratory testing, treatment, and satisfactory time for the treatment to take effect and to evaluate significant improvements. This agreement outlines what provides our patients with the best results.

Fees - \$1,700 - paid at time of agreement before first appointment, include 5 medical visits and supplements. This agreement does not include payment for lab work, which may be billed through your insurance or may be cash expenses. (These fees will be reviewed and approved by you with Dr. Skowron before you are responsible for any additional fees with other companies.)

Summary

\$1,700 total fees - \$1,200 for medical care, \$500 for supplements

- 1, 50-minute primary evaluation with Dr. Skowron
- 4, 25-minute follow up evaluations with Dr. Skowron or other Practice Physician (such as our nutritionist/ABA physician) on a biweekly basis
- \$500 worth of supplements purchased at a 25% discount from SpectrumAwakening.com or NPScript.com/skowron

Extended Description

Services (\$1,200 of the \$1,700 Fee, billed at \$400/hour)

- 1, 50-minute evaluation with Dr. Skowron, including:
 - Reviewing health history of yourself or child
 - Reviewing past lab work that you have submitted before visit
 - Understanding your goals
 - Ordering of future lab work (payment for lab work is separate and not included in this agreement)
 - Initial treatment

- 4 additional 25 minutes follow up evaluations with Dr. Skowron or other Practice physician at approximately 15, 30, 45 and 60 days after first visit, including:
 - Reviewing results of any lab tests that have been completed
 - Evaluating effects of treatments
 - Changing of treatments as necessary

- Additional physicians at Practice include:

- ABA Parent training
- Nutritional consultations

- \$500 worth of supplements

Supplements purchased will be at a 25% discount when ordered through SpectrumAwakening.com or NPScript.com/skowron, up to \$500. Supplements purchased above \$500 will be at full price without a discount.

No supplements that you purchase over-the-counter, from a health food store or on a website, or other location besides Practice are part of this agreement.

- If consultation time extends past the 50 minute initial consult or 25 minute following consults, you will be charged \$100/15 minutes, which will be deducted from your payment for this agreement. Additional treatment arrangements can be purchased after completion of this agreement, or after funds have been depleted from extended consultation time.

APPENDIX B

REFUNDS

If either Practice or Patient terminates this agreement per the rules listed above, refunds to the Patient will be given as follows:

- Based on a rate of \$400/hour, refunds will be given based on the amount of time previous spent consulting with patient, from the initial fee.
- Monies not spent on supplements will be refunded by calculating purchased supplements at 100% retail price, negating the 25% discount.