



PATIENT TELEHEALTH AGREEMENT

Spirit Primary Care, LLC

This is an Agreement entered into on _____, 20____, between Spirit Primary Care, LLC (CLINIC), and

_____ (PATIENT or PATIENT’S).

Background

Spirit Primary Care is a direct pay primary care practice, which delivers Telehealth through its PROVIDERS, at 7001 St Andrews Rd Suite B9, Columbia, SC, 29212. In exchange for certain fees, the CLINIC, agrees to provide the PATIENT with the SERVICES described in this Agreement on the terms and conditions contained in this Agreement.

Definitions

- 1. **Patient.** In this Agreement, “PATIENT or PATIENT’S” means the persons for whom the PROVIDER shall provide care, and who have signed this agreement or are listed on the document attached as Appendix 4 , which is a part of this agreement.
- 2. **Services.** In this Agreement, “SERVICES”, means the collection of services, offered to the PATIENT by Spirit Primary Care in this Agreement. These Services are listed in Appendix 1, which is attached and a part of this Agreement.
- 3. **Provider.** In this Agreement, “PROVIDER” means a licensed Nurse Practitioner, Physician, or Physician Assistant employed by Spirit Primary Care.

Agreement

1. NOTICE: THIS MEDICAL RETAINER AGREEMENT DOES NOT CONSTITUTE INSURANCE, IS NOT A MEDICAL PLAN THAT PROVIDES HEALTH INSURANCE COVERAGE FOR PURPOSES OF THE FEDERAL PATIENT PROTECTION AND AFFORDABLE CARE ACT AND COVERS ONLY LIMITED, ROUTINE HEALTH CARE SERVICES AS DESIGNATED IN THIS

AGREEMENT. _____ (Initial)

- 2. **Term.** The visit fee covers **one** telehealth visit.
- 3. **Payments and Refunds** – The PATIENT understands that this agreement a one-time payment that will provide one telehealth visit. A refund will occur if the PATIENT is not located in SC and booked an appointment in error. There will be no refunds if care is rendered.
- 4. **Non-Participation in Insurance.** PATIENT acknowledges that neither Spirit Primary Care, nor the PROVIDER 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 the PATIENT will sign the agreement attached as Appendix 2, and incorporated by reference. This Agreement acknowledges your understanding that the PROVIDER has opted out of Medicare, and as a result, Medicare cannot be billed for any services performed for you by the PROVIDER. 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.

_____ (Initial)

5. This Is Not Health Insurance. The PATIENT’S initials on this clause of the Agreement acknowledges the PATIENT’S understanding that this Agreement is not an insurance plan or a substitute for health insurance, other health care coverage (such as membership in an HMO) or a substitute for workers compensation. The PATIENT understands that this Agreement does not replace any existing or future health insurance or health plan coverage that the PATIENT may carry. The Agreement does not include hospital services, or any services not personally provided by Spirit Primary Care, or its employees. The PATIENT acknowledges that Spirit Primary Care advises the PATIENT to obtain or keep in full force, health insurance that will cover PATIENT for healthcare not personally delivered by Spirit Primary Care such as general healthcare costs such as hospitalization, specialty care, surgeries, or other unexpected medical expenses that fall outside of the traditional primary care realm.

_____ (Initial)

6. Communications. The Patient acknowledges that although the CLINIC shall comply with **HIPAA privacy** requirements, communications with the PROVIDER using e-mail, facsimile, video chat, cell phone, texting, and other forms of electronic communication can never be absolutely guaranteed to be secure or confidential methods of communications. As such, Patient expressly waives the PROVIDER’S obligation to guarantee confidentiality with respect to the above means of communication. Patient further acknowledges that all such communications may become a part of the medical record.

By providing an e-mail address on the attached Appendix 4 and/or during online enrollment, the PATIENT authorizes the CLINIC, and its PROVIDERS to communicate with the PATIENT by e-mail regarding the PATIENT’S “protected health information” (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The PATIENT further acknowledges that:

- (a) **E-mail Usage:** E-mail is not a secure medium for sending or receiving PHI and, there is always a possibility that a third party may gain access. If the PATIENT does not receive a response to an e-mail message by the next business day, the PATIENT agrees to contact the PROVIDER by phone or other means. Although the PROVIDER will make all reasonable efforts to keep e-mail communications confidential and secure, neither the CLINIC, nor the PROVIDER can assure or guarantee the absolute confidentiality of e-mail communications. The PATIENT understands and agrees that e-mail is not an appropriate means of communication in an emergency, for



time-sensitive problems, or for disclosing sensitive information. **In an emergency, or a situation that the PATIENT could reasonably expect to develop into an emergency, the PATIENT understands and agrees to call 911 or the nearest Emergency room, and follow the directions of emergency personnel.**

(b) **Social Media:** The PATIENT understands that using social media such as Facebook, Instagram, LinkedIn, Pinterest, YouTube, etc is not a secure form of communication. Social media accounts held by Spirit Primary Care are intended to be for informational purposes only and not intended to be used to communicate directly with the PROVIDER or other employees of Spirit Primary Care. The PATIENT agrees that it is not appropriate to direct message the PROVIDER via the PROVIDER'S personal social media accounts or through social media accounts held by Spirit Primary Care for any reason through a and agrees not to do so.

(c) **Patient Portal Messaging:** The PROVIDER checks patient portal messaging frequently on weekdays during business hours. Patient Portal Messaging is similar to email but is a secure form of communication for communicating sensitive information about the PATIENT'S health. The PATIENT agrees to use the Patient Portal Messaging when communicating about their health needs and agrees to call the office if they do not have a response to their message in one business day.

(d) The PATIENT is responsible for providing the CLINIC with and accurate and up to date contact information such as phone number and address. If the PROVIDER is unable to reach the patient by phone or patient portal messaging after three attempts a certified letter will be sent to the PATIENT'S address. No more than two certified letters will be sent to the PATIENT'S address in attempts to contact the patient. The PATIENT understands that an adverse health outcome including death could occur if the PROVIDER is unable to reach the PATIENT in a timely manner.

(e) **Technical Failure.** Neither the CLINIC, nor the PROVIDER will be liable for any loss, injury, or expense arising from a delay in responding to PATIENT, when that delay is caused by technical failure. Examples of technical failures (i) failures caused by an internet service provider, (ii) power outages, (iii) failure of electronic messaging software, or e-mail provider (iv) failure of the CLINIC'S computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of e-mail communications by a third party which is unauthorized by the CLINIC; or (v) PATIENT failure to comply with the guidelines for use of e-mail and communications described in this Agreement.

7. Patient Reviews: The PATIENT agrees to allow the CLINIC to use any publicly posted review of Spirit Primary Care on the CLINIC'S website (www.spiritprimary.com). An example of a publicly posted review would be a Google Review posted to Spirit Primary Care'S Google My Business page or a Facebook Review posted on Spirit Primary Care'S Facebook Page.



8. Medication Use: The PATIENT agrees to not share or sell any medications prescribed to them. The PATIENT understands that sharing and selling prescribed medication will result in discharge from the CLINIC.

9. Indemnification: The PATIENT agrees it is at the PATIENT'S own free will and responsibility to follow the PROVIDER's prescribed treatments is the such as diet, exercise, or medication. The PROVIDER is relying upon the truth, accuracy and completeness of all information disclosed by the PATIENT when providing SERVICES. The PATIENT releases the PROVIDER and CLINIC on the PATIENT'S behalf and behalf of the PATIENT'S personal representatives, estate, heirs, next of kin, from all costs, claims, causes of action, and damages arising from any illness or injury, including the PATIENT'S death, that results from **the PATIENT'S non-compliance, giving false health information, or refusal to disclose medical information.**

10. 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

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.

12. Reimbursement for Services Rendered. If this Agreement is held to be invalid for any reason, and if Spirit Primary Care is required to refund all or any portion of the monthly fees paid by the PATIENT, the PATIENT agrees to pay Spirit Primary Care an amount equal to the fair market value of the medical services rendered to the PATIENT received during the time period for which the refunded fees were paid.

13. 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 PROVIDER may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation ("Applicable Law") by sending the PATIENT a 30 days advance written notice of any such change. 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 Spirit Primary Care, except that PATIENT shall initial any such change at Spirit Primary Care's 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.

14. Assignment. The PATIENT may not assign or transfer any rights the PATIENT has under this Agreement.

15. Legal Significance. The PATIENT acknowledge that this Agreement is a legal document and gives the parties certain rights and responsibilities. The PATIENT acknowledges having had a reasonable time to seek legal advice regarding the Agreement and have either chosen not to do so or have done so and are satisfied with the terms and conditions of the Agreement.

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. No Waiver. In order to allow for the flexibility of certain terms of the Agreement, each party agrees that they may choose to delay or not to enforce the other party’s requirement or duty under this agreement (for example notice periods, payment terms, etc.). Doing so will not constitute a waiver of that duty or responsibility. The party will have the right to enforce such terms again at any time.

19. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of South Carolina. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the CLINIC in Irmo, SC.

20. Service. All written notices are deemed served if sent to the address of the party written above or appearing in Appendix B by first class U.S. mail.

The PATIENT acknowledges that Lauren Svensen Daniels is a Family Nurse Practitioner, and is not a Medical Doctor (MD), Doctor of Osteopathy (DO) or Naturopathic Doctor (ND).

The parties may have signed duplicate counterparts of this Agreement on the date first written above.

Lauren Svensen Daniels APRN, FNP-C, for SPIRIT PRIMARY CARE, LLC Date

Printed Name of Patient Signature of Patient Date



Appendix 1

SERVICES and Payment Terms

1. **Health Services.** As used in this Agreement, the term Health Services shall mean services that the PROVIDER is permitted to perform under the laws of the State of South Carolina and that are consistent with her/his training and experience. This agreement is for urgent telehealth services only. The PATIENT understands that not all conditions can be treated virtually and may require an office visit. The PATIENT can see the PROVIDER for an office visit if needed for an additional fee. **You understand that Lauren is licensed in South Carolina and can only offer telehealth visits to patients physically located within the SC state boundaries.**

Additional Fee Services

Laboratory Services: The PATIENT will receive a bill from Quest Diagnostics for any labs completed. Any labs received during an office visit will be billed at cost. The PATIENT will receive a bill directly from Quest Diagnostics for any pathology services provided.

Services Not Provided

- 1) **Controlled Substances**
 - a. Spirit Primary Care PROVIDER(S) will not prescribe controlled substances during video visits.
- 2) **Abortion Services**
 - a. Spirit Primary Care PROVIDER(S) do not offer abortion services.



APPENDIX 2

Medicare Opt Out Agreement

This agreement (“Agreement”) is entered into by and between Spirit Primary Care LLC, owned and operated by Lauren Svensen, APRN, FNP-C, (the “Provider”), whose principal medical office is located at 7001 St. Andrews Rd. Suite B9, Columbia, SC, 29212 and

_____, a beneficiary enrolled in Medicare Part B (“Beneficiary”), who resides at _____, _____, South Carolina, _____.

Introduction

The Balanced Budget Act of 1997 allows providers to “opt out” of Medicare and enter into private contracts with patients who are Medicare beneficiaries. In order to “opt out” providers 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 providers not opted out of Medicare). In essence, the provider 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 Provider is intended to be the contract Providers are required to have with Medicare beneficiaries when providers opt-out of Medicare. This Agreement is limited to the financial agreement between Provider and Beneficiary and is not intended to obligate either party to a specific course or duration of treatment.

Provider Responsibilities

- (1) Provider agrees to provide Beneficiary such treatment as may be mutually agreed upon and at mutually agreed upon fees.
- (2) Provider 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.
- (3) Provider agrees not to execute this contract at a time when Beneficiary is facing an emergency or urgent healthcare situation.
- (4) Provider agrees to provide Beneficiary with a signed copy of this document before items or services are furnished to Beneficiary under its terms. Provider also agrees to retain a copy of this document for the duration of the opt-out period.
- (5) Provider agrees to submit copies of this contract to the Centers for Medicare and Medicaid Services (CMS) upon the request of CMS.



Beneficiary Responsibilities

Provider Name _____

Provider Address _____

City _____ State _____ Zip Code _____

Beneficiary Name _____

Legal Representative (if applicable) _____

Beneficiary Medicare Number _____

This private contract agreement is between the provider and beneficiary noted above. The beneficiary is a Medicare Part B beneficiary and is seeking services covered under Medicare Part B. The physician/ practitioner above has informed the beneficiary or his/her legal representative they have opted-out of the Medicare Program. The current Medicare opt-out period is from _____ to _____. The provider noted above is not excluded from participating in Medicare Part B under §§1128, 1156 or 1892 of the Act.

The beneficiary or his/her legal representative has read and agree to the following terms of the private contract by placing their initials by the items below:

_____, I, or my legal representative, accept full responsibility for payment of the physician’s or practitioner’s charge for all services furnished by this physician/practitioner;

_____, I, or my legal representative, understands that Medicare limits do not apply to what the physician/practitioner may charge for items or services furnished by the physician/practitioner;

_____, I, or my legal representative, agree not to submit a claim to Medicare or to ask the physician/practitioner to submit a claim to Medicare;

_____, I, or my legal representative, have been informed of the expected or known expiration date of the opt-out period; which is _____ to ; _____

_____, I, or my legal representative, understand that Medicare payment will not be made for any items or services furnished by the physician/practitioner that would have otherwise been



covered by Medicare if there was no private contract and a proper Medicare claim had been submitted;

_____, I, or my legal representative, enter into the contract with the knowledge that the beneficiary has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and that the beneficiary is not compelled to enter into private contracts that apply to other Medicare covered services furnished by other physicians or practitioners who have not opted out;

_____, I, or my legal representative, understand that Medigap plans do not, and that other supplemental plans may elect not to, make payments for items and services not paid for by Medicare;

_____, I, or my legal representative, agree this contract was not entered into during a time when the beneficiary required emergency care services or urgent care services.

Duration of the Contract

This contract becomes effective on _____, 20____, and will continue in effect until _____, 20____. 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.

Beneficiary or Legal Representative's Signature_____

Beneficiary or Legal Representative's Printed Name_____

Date_____

Provider's Signature_____

Provider's Printed Name_____ Date_____



Appendix 3

Fee Itemization

VIDEO VISIT

18 and older

\$45 for one visit

- Does not include office visits
- Does not include lab fees
- PATIENT can have a follow-up office visit for an additional fee



APPENDIX 4

PATIENT MEDICAL AGREEMENT FORM

I certify that I have read, understand, and agree to the terms set forth in Spirit Primary Care Patient Agreement Form. I further certify that I have received a copy of this form.

PATIENT / **Signature:** _____

PATIENT / Printed Name _____



Appendix 5

Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU (PATIENT OF THIS CLINIC) MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Our Commitment to your health information

Spirit Primary Care is committed to protecting the PATIENT'S Protected Health Information (PHI) which is defined as individually identifiable health information. Spirit Primary Care will create records of the treatment and services and share these records to provide the PATIENT with quality care and to comply with certain legal requirements. All health care professionals will have access to the PATIENT'S health record when involved with the PATIENT'S care as described in this Notice of Privacy Practices. This Notice will apply to all of the records of the PATIENT'S care, describe how protected health information is used and shared, and the PATIENT'S rights as well as obligations regarding how Spirit Primary Care uses and shares the PATIENT'S health information.

Federal and state law requires Spirit Primary Care to follow the terms of this Notice of Privacy Practices and to provide the PATIENT with a notice of Spirit Primary Care's legal duties and the privacy practices maintained concerning the PATIENT'S PHI.

Spirit Primary Care is required by law to:

- Maintain the privacy of your health information as outlined in this Notice
- Provide you notice of our legal duties and privacy practices with respect to your health information
- Follow the terms of the Notice that is currently in effect

PATIENT Rights

- 1) The PATIENT has the right to request restrictions on certain uses and disclosures of protected health information.
- 2) The PATIENT has the right to receive confidential communications of protected health information.
- 3) The PATIENT has the right to inspect and copy protected health information.
- 4) The PATIENT has the right to amend protected health information
- 5) The PATIENT has the right to receive an accounting of disclosures of protected health information.
- 6) The PATIENT has the right to receive a copy of this notice upon request.



- 7) The PATIENT has the right to file a formal complaint to Spirit Primary Care and to the U.S. Department of Health and Human Services Office for Civil Rights if the PATIENT believes their privacy rights have been violated.
- The PATIENT believes their privacy rights were violated, the PATIENT can contact the CLINIC directly at the following address

Lauren Svensen Daniels
Spirit Primary Care
7001 St Andrews Rd Suite B9
Columbia, SC, 29212
803 877 4748
lauren@spiritprimary.com
 - The Patient has the right to file a complaint with the U.S. Department of Health and Human Services Office, Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W. Washington, D.C. 20201 or by calling the number 1-877 696 6775
 - Spirit Primary Care will not retaliate against the PATIENT for filing a complaint.

Spirit Primary Care Uses and Disclosures

1) Treatment

- Spirit Primary Care may use the PATIENT'S protected health information to treat the PATIENT, as well as offering alternative treatments. For example, Spirit Primary Care will disclose some protected health information when a prescription medication is sent to the pharmacy for the PATIENT.
- Example: A provider treating you for an injury asks another provider about your overall health condition.

- 2) Billing** Spirit Primary Care may use and disclose your protected health information for billing purposes. While Spirit Primary care does not bill insurance companies for its services, your information may be disclosed to third parties such as a family member or an employer who is paying for your care. We will only tell your employer whether you are an active patient and nothing more. For example if you decided to get a different primary care provider not employed by Spirit Primary Care, we would let your employer know you left the practice and would not need to bill the employer for your care anymore.

3) Healthcare Operations

- Spirit Primary Care can use and share your health information to run our practice, improve your care, and contact you when necessary.
- For example, Spirit Primary Care can use your protected health information to review our treatment and services and performance of employees.
- For example, Spirit Primary Care can use your health information to contact you and remind you of an appointment.



Use and Disclosure of Protected Health Information in Certain Special Circumstances

We are allowed or required to share your information in other ways- usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes.

- 1) **1. Public Health Risks.** Spirit Primary Care can disclose the PATIENT'S PHI to public health authorities that are authorized by law to collect information for the purpose of:
 - a. preventing or controlling disease, injury or disability
 - b. reporting of disease, injury, vital events, such as birth or death, and the conduct of public health surveillance and investigations
 - c. reporting child abuse or neglect
 - d. reporting adverse events related to drugs or problems with products or devices
 - e. notifying individuals who have received products that have been recalled and to conduct post marketing surveillance
 - f. notifying a person regarding potential exposure to a communicable disease
 - g. notifying a person regarding a potential risk for spreading or contracting a disease or condition
 - h. • notifying appropriate government agency(ies) and authority(ies) regarding the potential abuse or neglect of an adult patient (including domestic violence); however, we will only disclose this information if the patient agrees or we are required or authorized by law to disclose this information
 - i. • notifying your employer under limited circumstances related primarily to workplace injury or illness or medical surveillance.
 - j. Notifying a school about a student or prospective student inf the information disclosed is limited to proof of immunization.
- 2) **Health Oversight Activities** Spirit Primary Care may disclose the PATIENT'S protected health information to a health oversight agency for oversight activities authorized by law such as audits, civil, administrative or criminal investigations; inspections, licensure or disciplinary actions; civil, administrative, or criminal proceedings.
- 3) **Judicial and Administrative Proceedings**
 - a. Spirit Primary care can disclose protected health information in response to a court or administrative order, or subpoena, after Spirit Primary Care has made a good faith attempt to provide a written notice to the PATIENT. The PATIENT does have the right to raise and objection to the court regarding the disclosure of their protected health information.
- 4) **Law Enforcement Purposes** Spirit Primary Care can disclose protected health information if requested by law enforcement in the following situations.
 - a. Spirit Primary Care can disclose a physical description to law enforcement to locate a criminal, witness or missing person



- b. Spirit Primary Care can disclose information to law enforcement about victims of crime if the victim agrees or if the disclosure is in the best interest of the victim if the victim is unable to consent.
 - c. Spirit Primary Care can disclose protected health information about an individual who as died to law enforcement if it is suspected that the individual died as a result of criminal conduct.
 - d. Spirit Primary Care can release protected health information in good faith in an emergency including crime on the premises of Spirit Primary care.
- 5) **Deceased Patients**
- a. Spirit Primary Care can release protected health information to a medical examiner or coroner to identify the deceased person and to determine the cause of death. Spirit Primary Care can release protected health information to funeral director as necessary to carry out their duties. Protected health information may also be disclosed to organ procurement organizations for the purposes to facilitate organ donation and transplantation.
- 6) **Research** . Spirit Primary Care may use and disclose protected health information for research purposes with the PATIENT’S written authorization. Release of protected health information for research is not required when
- a. The disclosure is approved by the International Review Board or a Privacy Board
 - b. No protected health information is removed from Spirit Primary Care by the researcher
 - c. The protected health information is necessary for research purposes
 - d. The research applies only to the deceased and the researcher and provide the proof of death prior to accessing the protected health information.
- 7) **Serious Threats to Health or Safety** Spirit Primary Care can disclose protected health information in good faith if we believe the information will prevent or lessen a serious threat to the health or safety of a person and the public.
- 8) **Military** Spirit Primary Care can disclose protected health information to the US military with the purposes of proper execution of a military mission and upon military discharge to determine eligibility for entitlement benefits. Spirit Primary Care can also disclose protected health information to foreign military personnel for the same purposes.
- 9) **National Security** Spirit Primary Care can disclose protected health information to federal officials for the purposes of national security, to protect the president, and to determine if a person is medically suitable in the Department of State.
- 10) **Inmates** Spirit Primary Care may disclose protected health information to a correctional institution or law enforcement to provide health care, for the health and safety of the individual, inmates, and employees of the correctional institution, and for the safety and security of the correctional institution.
- 11) **Workers Compensation** Spirit Primary Care may disclose protected health information to comply with the law related to workers’ compensation.

Uses of Health Information From Which You May opt out



Mental Health Treatment received at a mental health facility will be kept confidential and will be shared with outside healthcare providers when the PATIENT or PATIENT's guardian consent to disclose protected health information to a requesting party, to a state agency conducting mental health or drug abuse research, when a court directs disclosure of the PATIENT's records; or when disclosure is necessary to further your or your family's health and welfare. Mental health information may also be released to comply with SC law, to cooperate with law enforcement or to cooperate with other governmental agencies.

Unemancipated Minors

In South Carolina, if the PATIENT is age 16 or over, is not married and has not been legally emancipated, the PATIENT can consent to any health services that is not an operation without a parent or guardian's consent. Until the PATIENT 18 years old, the PATIENT's parent or guardian must consent to any operation, unless such consent is not possible and the operation is deemed essential to your life by the performing physician and consultant physician if available. This information will remain confidential unless your PROVIDER determines your parents or guardian need to know this information because there is a serious threat to the PATIENT'S life or health or the PATIENT'S parents or guardian have specifically requested your medical records. Note that minors are still required to get parental or court consent for an abortion.

CHANGES TO THIS NOTICE Spirit Primary Care reserves the right to change the terms of this Notice of Privacy Practices at any time which will apply to all of the PATIENT'S PHI recorded at Spirit Primary Care.

Effective date of this notice July 1, 2020



Appendix 6

Cancellation & No-Show Policy for Appointments

Our goal is to provide quality care in a timely manner with no- wait appointments. This means we do not double book patients. We understand that there are times when a PATIENT must miss an appointment due to emergencies or obligations for work or family. Failing to cancel an appointment, preventing another patient from booking an appointment during that time. Cancelled appointments decreases our efficiency, productivity & income for the PROVIDER.

1. **NEW PATIENTS:** The membership fee and the joining fee are required to be paid in full before the PATIENT's first appointment. Any new PATIENT who fails to show for their first visit, or does not cancel within 24 hours will be charged a **\$50 fee**. If the PATIENT chooses not to reschedule, they will be refunded any membership or joining fees greater than \$50 paid to the clinic. If the PATIENT chooses to not reschedule their appointment **they will not be refunded** the \$50 cancellation fees. The new PATIENT will be given one opportunity to reschedule. Should the patient reschedule, the \$50 cancellation fee is due at the time of the visit.
2. **HOW TO CANCEL AN APPOINTMENT:** If it is necessary to cancel your scheduled appointment, we require that you call or text us at **(803-877-4748)** 24-hours in advance.
3. **LATENESS:** A PATIENT arrives 15 minutes or later to a scheduled appointment may be required to reschedule.
4. **DISCHARGE FROM PRACTICE:** The PATIENT may be discharged from the CLINIC after three "NO-SHOW" occurrences.
5. **USE OF INSURANCE:** Insurance cannot be billed for NO-SHOW fees.