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PLACER PRIVATE PHYSICIANS  
SERVICES AGREEMENT  
Bron Hedman MD  
Rich Lichti MD

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Phone Numbers: (home): \_\_\_\_\_ (mobile): \_\_\_\_\_  
Email: \_\_\_\_\_

Social Security Number of Primary Patient: \_\_\_\_\_ DOB: \_\_\_\_\_

If other family members joining the practice as well, please add information below:

Spouse/Partner \_\_\_\_\_ SS#: \_\_\_\_\_ DOB: \_\_\_\_\_

Child: \_\_\_\_\_ SS#: \_\_\_\_\_ DOB: \_\_\_\_\_

Child: \_\_\_\_\_ SS#: \_\_\_\_\_ DOB: \_\_\_\_\_

Child: \_\_\_\_\_ SS#: \_\_\_\_\_ DOB: \_\_\_\_\_

Child: \_\_\_\_\_ SS#: \_\_\_\_\_ DOB: \_\_\_\_\_

**Placer Private Physicians (“Private Practice”) offers the following integrated communications platform subscription benefits not covered by the Patient’s Health Insurance Plan or Medicare (“Plan”):**

- Personal assistance with data management in the Personal Health Records (PHR) platform (collectively “PHR Support”) which includes:
  - Tracking chronic medical conditions
  - Health measurements such as height/weight and BMI
  - Blood pressure
  - Medications and allergies
  - Emergency contact information
  - Results of most recent physical or wellness visit
  - Dates and results of tests and screenings
  - Major illnesses and surgeries
  - Family illness history
  - Exercise and diet regimes

- Wellness and prevention education electronic communications

**In addition to the PHR Support outlined above, the Private Practice will also provide the Patient the following non-medical and medical amenities (collectively with PHR Support, “Amenities”) beyond Plan benefits:**

- Telephone and electronic communication through an advanced smart phone application providing health, diet, nutrition and fitness education;
- Telemedicine videoconferencing available for convenience of the Patient;
- Home visits for routine, medically appropriate, non-emergent situations;
- Prime appointment times for routine, non-urgent or educational/consultative appointments;
- Same or next business day telephone and electronic communication response time for non-emergent inquiries;
- In addition to the one-time “Welcome To Medicare” physical and/or Annual Wellness Visits (“AWV”) covered by the Patient’s Medicare Plan (if applicable), Patient will be offered as non-covered services a second annual AWV, and also a routine comprehensive physical exam to include comprehensive screening and assessment beyond any Plan requirement;
- Hospital visits, as appropriate, to assist the Patient in making medical decisions and to ensure that the Patient understands the care and treatment being provided by hospital staff, at facilities where the Private Practice physician has privileges;
- Emergency room visits, as appropriate, to assist the Patient in making medical decisions and to ensure that the Patient understands the care and treatment being provided by emergency room staff, at facilities where the Private Practice physician has privileges.

**Any and all Amenities will be provided independently from any services covered by Medicare. No Amenities are offered as an alternative to any Medicare covered services, and the Patient will not be billed directly (except for any applicable co-payments or deductibles) for any services covered by Medicare.**

**All physicals, office visits, consultations, or meetings offered as Amenities are provided without any specific signs, symptoms or complaints necessitating the visits. All preventative medical services required and/or covered by Plan will be separately provided free of co-payments or deductibles as required by applicable law). All electronic communications offered as Amenities do not include communications related to office visit scheduling or following-up on an office visit covered by Plan or based on emergent medical needs.**

**In no event shall the Amenities be deemed to include “access” to the Private Practice, abbreviated scheduling times or extended office visits, “care coordination” with other physicians covered or bundled with covered services, emergency medical services, or “24/7” communication access (other than as specified above as PHR Support benefits, in excess of mandated electronic records access).**

These practice benefits may occur incidentally and solely due to the Private Practice's reduced patient panel size, electronic communication portal amenities, and medical office efficiencies.

The Patient may request medical services from the Private Practice in addition to the Amenities listed in this Agreement. Such services may be provided by the Private Practice at a reasonable and non-discriminatory rate per such request. The Patient will be solely financially responsible for the Private Practice's charges for such non-Amenity services, and be billed immediately upon service. To the extent any such fees are not collected at the time of such medical services, the Patient will be required to remit payment within thirty (30) days of the services provided. The Private Practice is not an insurance company and is not promising unlimited care for the Practice Fee as defined below. The Private Practice presumes that the Patient is either eligible for Medicare or has insurance that provides health care coverage for services not covered by the Practice Fee. To the extent the Private Practice bills Medicare for services covered by Medicare, Patient agrees to pay any applicable Medicare co-pay or deductible. Private Practice will be "out-of-network" with private Plans, and will not bill private Plans for any services rendered.

**Private Practice Fee.** The fee for Private Practice's PHR Support and Amenities ("Practice Fee") and payment for the Practice Fee are set forth in the Placer Practice Fee Terms executed concurrently with this Agreement.

Participation in the Private Practice is personal to each individual accepted into the Private Practice, and may not be assigned. The Private Practice reserves the right to adjust any fees on an annual basis. Either party may terminate participation in the Private Practice with thirty (30) days written notice and any Practice Fee paid by the Patient, less the initial non refundable 3 month membership startup fee, shall be refunded to the Patient in the form of a check on a pro rata basis based on the number of days the Patient was enrolled in the Private Practice and the Practice Fee paid. The Private Practice may terminate this Agreement at any time should the Patient 1) fail to timely pay the Practice Fee or statements for health care services provided; or 2) violate Private Practice policies or instructions communicated to the Patient.

Participation in the Private Practice is limited to a select number of participants in order to preserve and retain the personal private character of health care services provided, and Patient's continued participation in the Private Practice is at the sole discretion of the Private Practice. The Private Practice reserves the right to terminate Patient's participation in the Private Practice.

To the extent the Private Practice bills Medicare for services covered by Medicare, Patient is financially responsible for all applicable Medicare co-payments or deductibles. The Patient will be billed immediately upon service for Medicare co-payments and deductibles for the Private Practice health care services provided and billed to Medicare.

Patient will be solely financially responsible for all Medical Practice's reasonable, usual and customary charges for all provided health care services not described in the Amenities and outside Medicare or Plan coverage. The Private Practice may upon Patient's request provide a Patient a coded insurance claim form or a billing document (i.e. a "superbill") outlining medical services provided to Patient that Patient may submit to Patient's Plan (other than a Medicare Plan). Under no circumstances shall Private Practice charge the Patient personally for any health care services covered by Medicare, and Patient may NOT seek reimbursement of the Practice Fee from any Medicare Plan.

The Patient's enrollment participation in the Private Practice shall be completed with the execution of this Agreement by each patient and responsible party, and receipt of the Practice Fee. This Agreement shall be governed by the laws of the State of California without application of choice-of-law principles. This Agreement replaces and supersedes all prior agreements between the Patient and the Private Practice or Dr. Rich Lichti or Dr. Bron Hedman. This Agreement may not be modified absent a writing signed by the Patient and an authorized representative of the Private Practice. If any term of this Agreement is deemed invalid or in violation of any superseding law or policy, the remaining terms of this Agreement shall remain in full force and effect. A photocopy or digital copy of the signed original of this Agreement may be used by the Patient or the Medical Practice for all present and future purposes.

## PLACER PRIVATE PHYSICIANS

### PERSONAL HEALTH INFORMATION POLICY

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED, HOW YOU CAN GET ACCESS TO THIS INFORMATION, YOUR RIGHTS CONCERNING YOUR PERSONAL HEALTH INFORMATION AND OUR RESPONSIBILITIES TO PROTECT YOUR PERSONAL HEALTH INFORMATION. PLEASE REVIEW IT CAREFULLY.**

*Dear Patient,*

*Federal law requires Placer Private Physicians (Practice) to make this Notice of Privacy Practices ("Notice") available to all persons and to make a good faith effort to obtain a signed document acknowledging patients' receipt of this Notice. If you have any questions about this notice, please call the Practice.*

*Thank you,*

*Placer Private Physicians*

#### **When Is The Notice Effective?**

This Notice became effective on September 1<sup>st</sup>, 2014. We reserve the right to change this Notice after the effective date. We can change the terms of this Notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.

#### **Practice Contact Information:**

Placer Private Physicians  
Attn.: Office Manager  
6960 Destiny Drive, Suite 100  
Rocklin, CA 95677  
(916) 624-1777

## **Your Rights**

You have the right to:

- Get a copy of your paper or electronic medical record
- Correct your paper or electronic medical record
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this Notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

## **Your Choices**

You have some choices in the way that we use and share information as we:

- Tell family and friends about your condition
- Provide disaster relief
- Include you in a hospital directory
- Provide mental health care
- Market our services and sell your information
- Raise funds

## **Our Uses and Disclosures**

We may use and share your information as we:

- Treat you
- Run our organization
- Bill for your services
- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests
- Work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

## **Your Rights**

**When it comes to your health information, you have certain rights.** This section explains your rights and some of our responsibilities to help you.

### **Get an electronic or paper copy of your medical record**

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

### **Ask us to correct your medical record**

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say "no" to your request, but we'll tell you why in writing within 60 days.

### **Request confidential communications**

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say “yes” to all reasonable requests.

### **Ask us to limit what we use or share**

- You can ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say “no” if it would affect your care.
- If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say “yes” unless a law requires us to share that information.

### **Get a list of those with whom we’ve shared information**

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

### **Get a copy of this Notice**

You can ask for a paper copy of this Notice at any time, even if you have agreed to receive the Notice electronically. We will provide you with a paper copy promptly.

### **Choose someone to act for you**

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

### **File a complaint if you feel your rights are violated**

- You can complain if you feel we have violated your rights by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).
- We will not retaliate against you for filing a complaint.

### **Your Choices**

**For certain health information, you can tell us your choices about what we share.** If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation
- Include your information in a hospital directory

*If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.*

In these cases we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes

In the case of fundraising:

- We may contact you for fundraising efforts, but you can tell us not to contact you again.

## **Our Uses and Disclosures**

### **How do we typically use or share your health information?**

We typically use or share your health information in the following ways.

#### **Treat you**

We can use your health information and share it with other professionals who are treating you.

*Example: A doctor treating you for an injury asks another doctor about your overall health condition.*

#### **Run our organization**

We can use and share your health information to run our practice, improve your care, and contact you when necessary.

*Example: We use health information about you to manage your treatment and services.*

#### **Bill for your services**

We can use and share your health information to bill and get payment from health plans or other entities.

*Example: We give information about you to your health insurance plan so it will pay for your services.*

### **How else can we use or share your health information?**

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. For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html).

#### **Help with public health and safety issues**

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

#### **Do research**

We can use or share your information for health research.

### **Comply with the law**

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

### **Respond to organ and tissue donation requests**

We can share health information about you with organ procurement organizations.

### **Work with a medical examiner or funeral director**

We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

### **Address workers' compensation, law enforcement, and other government requests**

We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

### **Respond to lawsuits and legal actions**

We can share health information about you in response to a court or administrative order, or in response to a subpoena.

### **Our Responsibilities**

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this Notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html).

# **ELECTRONIC COMMUNICATIONS AGREEMENT FOR PERSONAL HEALTH INFORMATION**

**Placer Private Physicians ("Medical Practice") and \_\_\_\_\_  
("Patient") herein enter into this Electronic Communications Agreement for Personal Health  
Information ("PHI Agreement") regarding the use of email or other electronic  
communications/transmissions:**



1. **Emails and other electronic communications (including text messaging, video conferencing, and the online patient portal) may be utilized for:**

Prescription Refills;

Appointment scheduling;

Patient and if authorized, family/support staff education;

Consultations;

2. **The fees that will be assessed for the above shall be as follows:**

<b><u>Service</u></b>	<b><u>Fee</u></b>
Prescription Refills	Covered by the annual Medical Practice fee
Appointment scheduling	Covered by the annual Medical Practice fee
Patient/family/staff education	Covered by the annual Medical Practice fee
Online consultations	Covered by the annual Medical Practice fee

3. **For all other Patient services, Medical Practice and Patient may use telephone (landline or mobile), facsimile, mail, or in-person office visits.**

4. **Under no circumstances shall email or electronic communications be used by Patient or Medical Practice in emergency situations. If Patient is in an emergency situation, Patient must call 9-1-1.**

5. **Medical Practice values and appreciates Patient's privacy and takes security measures such as encrypting Patient's data, password-protected data files and other authentication techniques to protect Patient's privacy. Medical Practice shall comply with HIPAA/HITECH with respect to all communications subject to the terms of this PHI Agreement reflecting Patient's explicit consent to certain communication amenities.**

6. **Patient acknowledges that electronic communication platforms and portable data storage devices are prone to technical failures and on rare occasions Patient's information or data may be lost due to technical failures. Patient nevertheless authorizes Medical Practice to communicate with Patient as set forth in this PHI Agreement. Patient shall hold harmless Medical Practice and its owners, officers, directors, agents, and employees from and against any and all demands, claims, and damages to persons or property, losses and liabilities, including reasonable attorney's fees, arising out of or caused by such technical failures that are not directly caused by Medical Practice. If Patient uses non-encrypted email or instructs Medical Practice to use non-encrypted email containing PHI, then Patient shall hold harmless Medical Practice and its owners, directors, agents, and employees from and against any and all demands, claims, and damages to persons or property, losses and liabilities, including reasonable attorney's fees, arising out of any third-party interception of such non-encrypted email.**

**7. Medical Practice will obtain Patient's express consent in the event that Medical Practice must forward Patient's identifiable information to any third party, other than as specified in Medical Practice's Notice of Privacy Practices or as mandated by applicable law. Patient hereby consents to the communication of such information as is necessary to coordinate care and achieve scheduling with Patient and all Responsible Parties. Patient identifies the following individuals or entities as additionally authorized to receive Patient PHI from Medical Practice in connection with authorized consulting, education, and all other aspects of supporting Patient care:**

**You authorize us to release your information to the following individuals:**

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**8. Patient acknowledges that Patient's failure to comply with the terms of this PHI Agreement may result in Practice terminating the email and electronic communications relationship, and may lead to the termination of the Patient's agreement for Medical Practice services.**

**9. Patient hereby consents to engaging in electronic and after-hours communications referenced above regarding Patient's personal health information (PHI). Patient may also elect to designate immediate family members and/or other responsible parties to receive PHI communications and exchange PHI communications with such designated family members and/or other responsible parties. Patient acknowledges that all electronic communication platforms, while convenient and useful in expediting communication, are also prone to technical failures and on occasion may be the subject of unintended privacy breaches. Response times to electronic communication and authentication of communication sources involve inherent uncertainties. Patient nevertheless authorizes the Medical Practice to communicate with Patient regarding PHI via electronic communication platforms referenced in this Agreement, and with those parties designated by Patient as authorized to receive PHI. The Practice will otherwise endeavor to engage in reasonable privacy security efforts to achieve compliance with applicable laws regarding the confidentiality of Patient's PHI and HIPAA/HITECH compliance.**

**10. Patient shall have the right to request from Medical Practice a copy of Patient's PHI and an explanation or summary of Patient's PHI. In any event, the following services performed by the Medical Practice shall not be the subject of additional charges to Patient: maintaining PHI storage systems, recouping capital or expenses for PHI data access, PHI storage and infrastructure, or retrieval of PHI electronic information. However, Patient's PHR Support subscription fee may include skilled technical staff time spent to create and copy PHI; compiling, extracting, scanning and burning PHI to media and distributing the media with media costs; Medical Practice administrative staff time spent preparing additional explanations or summaries of PHI. If Patient requests that Patient's PHI be provided on a paper copy or portable media (such as compact disc (CD) or universal serial bus (USB) flash drive), Medical Practice's actual supply costs for such equipment may be charged to Patient.**

**11. This PHI Agreement will remain in effect until Patient provides written notice to Medical Provider that Patient revokes this PHI Agreement or otherwise revokes consent to communicate electronically with Medical Practice. Patient may revoke this PHI Agreement at any time, and**

agrees to provide Medical Practice thirty (30) business days to remove Patient from any PHI electronic communications database or network after written revocation. Revocation of this PHI Agreement will not affect Patient's ability to receive medical treatment, but will preclude Medical Practice from providing treatment information in an electronic format other than as authorized or mandated by applicable law. A photocopy or digital copy of the signed original of this Agreement may be used by the Patient or the Medical Practice for all present and future purposes.

**SIGNED BY:** for each participating patient over the age of 18, a signature is required below

**PLACER PRIVATE PHYSICIANS:**

**Signature:**

\_\_\_\_\_

Physician: \_\_\_\_\_

Membership Activation Date: \_\_\_\_\_

**RESPONSIBLE PARTY/PATIENT:**

**Signature:**

Primary member: \_\_\_\_\_

**Signature:**

Spouse/Partner: \_\_\_\_\_

**Signature:**

Adult Child: \_\_\_\_\_

**Signature:**

Adult Child: \_\_\_\_\_

**Signature:**

Adult Child: \_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES**

Notice to Patient:

Medical Practice is required to provide you with a copy of our Notice of Privacy Practices, which states how Medical Practice may use and/or disclose your health information. Please sign this form to acknowledge receipt of the Notice.

You may refuse to sign this acknowledgment, if you wish.

\_\_\_\_\_

I acknowledge that I have received a copy of Medical Practice's Notice of Privacy Practices.

**Patient's name (please print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

