



Dr. Jessica (Nikki) Myhre  
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**Osteopathic Manipulation Treatment Fee-For-Service Patient Agreement  
Koru Health, PLLC**

**Patient Name** \_\_\_\_\_ **Date of Birth** \_\_\_\_\_

This Agreement is a "Direct Agreement" (as defined by Wash. Rev. Code § 48.150.010) between Koru Health, a Washington PLLC located at 320 E 5<sup>th</sup> St, Port Angeles, WA 98362, Dr. Jessica "Nikki" Myhre Do in her capacity as an agent of the Practice and you, (Patient).

**Background**

The Physician, practices family medicine including osteopathic manipulative medicine and cranial osteopathy, delivers care on behalf Koru Health in Port Angeles, Washington. 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. The practice website is [www.kourhealthpa@gmail.com](mailto:www.kourhealthpa@gmail.com).

**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 Osteopathic Manipulation Treatment/s. Primary care/family practices are not included.

**3. Fees.** In exchange for the services described herein, Patient agrees to pay Practice, the amount as set forth in Appendix 1, attached. Fees are due at or before treatment appointment. If this Agreement is terminated by either party, payment is due to the Practice for any services already provided. Typically, billing information is kept on file and the fee per encounter is withdrawn from patient's payment source chosen at the time of enrollment.

**4. Non-Participation in Insurance.** Patient acknowledges that neither Practice, nor the Physician(s) participate in any health insurance or HMO plans. Physician(s) has opted out of Medicare, Medicaid, TriCare, and TriWest. Patient acknowledges that federal regulations REQUIRE that Physicians opt out of Medicare so that Medicare patients may be seen by the Practice pursuant to private direct primary care agreements the Practice makes with the Practice Members. 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. If the Patient is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then Patient shall notify the practice and sign the agreement attached as Appendix 3, and incorporated by reference. This agreement acknowledges your understanding that the Physician has opted out of Medicare and Medicaid (by or before Jan 1, 2018), and as a result, Medicare or Medicaid cannot be billed for any services performed for you by the Physician(s). The Practice has also opted out of TriWest and TriCare.

You agree not to bill Medicare, Medicaid, TriCare, or TriWest or attempt to bill Medicare, Medicaid, TriWest, or TriCare for reimbursement for any such services.

**5. Term.** This Agreement will begin on the date it is signed by the Patient and Physician below and will extend as long as the patient receives Osteopathic Manipulation Treatment from Koru Health. The Patient may discontinue Osteopathic Manipulation Treatment services at any time. Examples of reasons the Practice may wish to terminate continuing Osteopathic Manipulation Treatments with the Patient may include but are not limited to:

- (a) The Patient fails to pay applicable fees owed pursuant to Appendix 1 and 2 per this Agreement;
- (b) The Patient has performed an act that constitutes fraud;
- (c) The Patient repeatedly fails to adhere to the recommended treatment plan
- (d) The Patient is abusive, or presents an emotional or physical danger to the staff or other patients of Practice;
- (e) Practice discontinues operation; and
- (f) Practice has a right to determine whom to accept as a patient, just as a patient has the right to choose his or her physician. Practice may also may terminate a patient without cause as long as the termination is handled appropriately (without violating patient abandonment laws).

**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 Agreement is Invalidated.** 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 monthly fees paid by Patient, Patient agrees to pay Practice an amount equal to the fair market value of the Services actually rendered to Patient during the period of time for which the refunded fees were paid.

**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 Washington and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the Practice address in Port Angeles, Washington.

**12. Discrimination.** Except as provided in RCW 48.150.050, the Practice shall not decline to accept any person solely on account of race, religion, national origin, the presence of any sensory, mental, or physical disability, education, economic status, or sexual orientation.

**13. Patient Understandings (initial each):**

\_\_\_\_\_ This Agreement is for Osteopathic Manipulation Treatment and a super-bill may be submitted to my insurance company (other than Medicare, Medicare, TriCare, and TriWest) by me, if I choose, and it may or may not be fully or partially reimbursed by my insurance carrier.

\_\_\_\_\_ I do NOT have an emergent medical problem at this time.

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

\_\_\_\_\_ I do NOT expect the practice to file/fight any third party insurance claims on my behalf.

\_\_\_\_\_ I do NOT expect the practice to prescribe medications on my behalf.

\_\_\_\_\_ I understand that my agreement with the Practice is for Osteopathic Manipulation Treatment only, and not any other Family Practice services.

\_\_\_\_\_ In the event I have a complaint about the Practice I will first notify the Practice directly. (The designated contact person to receive and address complaints may be reached at: [koruhealthpa@gmail.com](mailto:koruhealthpa@gmail.com) or 360-360-322-1281). You can also file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to: 200 Independence Ave, SW, Washington, DC, 20201, or by calling 1-877-696-6775, or by visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).

\_\_\_\_\_ I may receive a copy of this document upon request.

\_\_\_\_\_ This Agreement is non-transferable.

Patient Name (Printed) \_\_\_\_\_

Patient Signature (or legal guardian) \_\_\_\_\_

Date \_\_\_\_\_

Physician Name Jessica "Nikki" Myhre DO

Physician Signature \_\_\_\_\_

## **APPENDIX 1 – Koru Health PLLC: Fees**

This Agreement is for ongoing primary care. This Agreement is NOT HEALTH INSURANCE and is NOT A HEALTH MAINTENANCE ORGANIZATION. The Practice is not an insurer under RCW 48.01.050, not a health carrier under RCW 48.43, not a health care service contractor under RCW 48.44, and not a health maintenance organization under RCW 48.46. The Patient may need to use the care of specialists, emergency rooms, and urgent care centers that are outside the scope of this Agreement. Each Physician within the Practice will make an appropriate determination about the scope of primary care services offered by the Physician. Examples of common conditions we treat, procedures we perform, and medications we prescribe are listed on our website and are subject to change.

### **Non-Membership Osteopathic Manipulation Treatment Fee Schedule**

Initial Appointment – \$275

Follow up Osteopathic Manipulation Treatment- \$135