

**Consent for Medical Treatment and
Payment Agreement for Medicare patients**

1. I _____ (patient name) give permission for Simplicity Direct Care to give me medical treatment.

2. I understand that Simplicity Direct Care is, by design, a small primary care practice which operates with minimal staff with a goal of streamlining the delivery of high-quality primary care services. Physician Services provided to patients with Medicare at Simplicity Direct Care are billed directly to Medicare. I understand that I am responsible for any copayments or deductibles specified by Medicare and payment is due within 30 days of date of service.

3. I understand that Dr. Dygert does not contract with any insurance companies other than Medicare and I am responsible for all copays and deductibles for physician services provided at Simplicity Direct Care. If I have a Commercial insurance (other than Medicare), Dr. Dygert will attempt to bill secondary Commercial Insurance, but since Simplicity is out of network these insurance companies might not cover 100% of remainder.

4. I understand that Simplicity Direct Care may have to send portions of my medical record information to my insurance company, when requested, for insurance to approve medications and diagnostic tests.

5. I understand:
 - I have the right to refuse any procedure or treatment.
 - I have the right to discuss all medical treatments with my clinician.

6. I understand that, with rare exception, prescription refills are filled only at the time of an in person or telehealth visit. At the time of each visit, Dr. Dygert and I will decide on a reasonable follow-up interval which allows for safe monitoring of the medical issue for which prescription has been written.
7. I understand that the scope of care provided by Dr. Dygert is limited to those services that health care providers are licensed to provide set forth by the Washington Medical Commission as delineated in Chapter 18.71 RCW and Chapter 246-919 WAC. Dr. Dygert may refuse to provide any service that she believes is outside the scope of her training or that provider believes, based on her professional training, to have risks to the patient that outweigh benefit.
8. I understand that Simplicity Direct Care is often only staffed by Dr. Dygert and I may be asked to reschedule an appointment in order to ensure the presence of a medical chaperone for physical examination of sensitive areas of the body (i.e. genital exam).
9. I understand that Simplicity Direct Care may discontinue providing medical care if, in the opinion of Simplicity Direct Care, in its sole and absolute discretion, the patient:
 - Fails to pay any Fees or Costs owed for services provided by Simplicity Direct Care, after more than 30 days from when the Fees or Costs were due or
 - Has committed an act that constitutes fraud or
 - Repeatedly fails to comply with the recommended treatment plan or
 - Is abusive and presents an emotional or physical danger to the staff or other patients of Simplicity Direct Care.

10. I understand that Simplicity Direct Care has multiple HIPAA compliant methods of communication available to provide the easiest access for patients to communicate with Dr. Dygert. Spruce Health and Elation Electronic Health Record/Passport are utilized for communications with Dr. Dygert and allow for smart phone messaging, eFax, email, telephone and video. I understand that messaging, texting, eFaxing and email are inappropriate means of communicating regarding emergencies or other time-sensitive information. In the event of an emergency, or a situation in which I reasonably believe could develop into an emergency, I will call 911 or proceed to the nearest emergency room and follow the directions of the emergency personnel.
11. I understand that the staff at Simplicity Direct Care checks telephone and portal messages during business hours and responds to them on a regular basis throughout the week. Portal messages from the Elation electronic health record "Passport" are to be used for non-urgent messages only and a response will generally be sent within 2 business days. By leaving a telephone or portal message, I acknowledge and agree that a prompt reply is NOT required or expected and acknowledge that I will not use portal messages to deal with emergencies or other time sensitive issues.
12. I understand that Simplicity Direct Care expressly disclaims any liability associated with any loss, cost, injury or expense caused by, or resulting from a delay in responding to patient as a result of any action, inaction, technical issues, or activity outside Simplicity Direct Care's control, 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 portal messages, (iii) failure of Simplicity Direct Care's computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of e-mail communications by a third-party; or (v) Direct Patient's failure to

comply with the guidelines regarding use of e-mail communications set forth in this document.

Patient Name

Date

Signature of Patient

Name of Legal Guardian or Surrogate Decision Maker
(for patients under 18 and any patient with a surrogate decision maker)

Signature of Legal Guardian or Surrogate Decision Maker
(when applicable)