SILVER LAKE DIRECT PRIMARY CARE

PATIENT AGREEMENT

This Patient Agreement (Agreement) is between Silver Lake, PLLC (the Practice, Us or We), and _____ (Patient, Member or You).

Background

The Practice, located at 102 A Court Street Middlebury, Vermont 05753, provides ongoing healthcare services to its Patients in a direct primary care (DPC)membership model. In exchange for certain periodic fees, the Practice agrees to provide the Patient with the Services described in this Agreement under the terms and conditions contained within.

Definitions

1. **Services**. In this Agreement, "Services" means the collection of services, medical and non-medical, which are described in Appendix A (attached and incorporated by reference), which the Practice agrees to provide to the Member under the terms and conditions of this Agreement.

2. **Patient.** In this Agreement, "Patient," "Member," "You," or "Yours" means the persons for whom the Practice shall provide care, who have signed this Agreement, and/or whose names appear in appendix B (attached and incorporated by reference).

Agreement

3. **Term**. This Agreement will last for one year, starting the date on which it is fully executed by the parties. No physician/patient relationship shall be formed or anticipated until the Agreement is fully executed by the parties.

4. **Termination.** Either party can terminate this Agreement at any time by giving 30 days written notice to the other of intent to terminate. The Agreement can be immediately terminated in the event of breach or any violation of the physician/patient relationship.

5. **Renewal.** The Agreement will automatically renew each year on the anniversary date of the Agreement unless either party terminates the Agreement by giving the other party 30 days' written notice of cancellation

6. **Payments and Refunds – Amounts and Methods.**

   A. In exchange for the Services described in Appendix A, the Member agrees to pay a monthly periodic fee (or Membership Fee) in the amount described in Appendix C (attached and incorporated by reference);

   B. Upon Execution of this Agreement, the Patient shall remit to the Practice, a one-time, nonrefundable enrollment fee in the amount as described in Appendix, as well as the Monthly Membership Fee prorated to the first of the month, as described in Appendix C.

   C. The full monthly Membership Fee shall be due on the first day of every month thereafter for the term of the Agreement.
   D. The required method of payment shall be electronic payment through a debit or credit card or automatic bank draft.

7. **Early Termination.** If the Patient cancels this Agreement before its term ends, the Practice shall review the Patient's account and refund any unused portion of the Membership fees on a per diem basis.

8. **Non-Participation in Insurance.** The Patient understands that the Practice does not participate with any health insurance plans, HMOs, or other third-party payors, whether private or government sponsored. Accordingly, we may not submit charges to, or seek reimbursement from, third-party payors for any Services provided under this Agreement.

9. **Medicare.** The Patient understands that the Practice physician opted out of Medicare and therefore both the Patient and Practice are prohibited by law from seeking reimbursement from Medicare for any Services provided to the Patient and included under this Agreement. Accordingly, the Patient agrees not to submit charges or seek reimbursement from Medicare for such Services. Notwithstanding the above, charges for prescriptions, lab testing, and other services ordered for the Patient by the Practice staff — but provided by outside entities unaffiliated with the Practice— may be submitted to Medicare for payment consideration. If a Patient is or becomes eligible for Medicare during the term of this Agreement, the Patient shall immediately inform the Practice and sign the Medicare Private Contract which the Practice shall provide, as required by law.

10. **Medicaid.** The Practice cannot accept Medicaid beneficiaries as members because Vermont law generally prohibits private contracting between physicians and Medicaid beneficiaries. Accordingly, The Member certifies that they are not a Medicaid beneficiary and shall inform the Practice should they become a Medicaid beneficiary.

This Agreement Is Not Health Insurance. The Patient understands that this Agreement is not an insurance plan or a substitute for health insurance and does not provide comprehensive health care insurance. Further, membership under this Agreement does not satisfy any federal requirement to obtain health care coverage. The Agreement does not include hospital services, emergency, surgical, or specialty care -- or any other service not personally provided by the Practice. This Agreement includes only those Services identified in Exhibit A. If a Service is not specifically included in Appendix A, it is specifically excluded from this Agreement. The Practice has advised the Patient to maintain a health insurance plan that will cover medical services which are not included in this Agreement.

Electronic Communications. The Practice endeavors to provide Patients with the convenience of a wide variety of electronic communication options. And while we are careful to comply with confidentiality requirements and take our duty to protect patient privacy seriously, communications by email, facsimile, video chat, cell phone, texting, and other electronic means, can never be guaranteed to be 100% secure or confidential. Therefore, the Patient understands and agrees that by initialing this clause where indicated or agreeing to participate in any of the above means of communication, the Patient expressly waives any guarantee of absolute confidentiality with respect to their use. The Patient further understands that participation in any of the above means of communication is not a condition of membership in this Practice, and that the Patient has the option to decline any particular method of communication. ____ **(Initial)**

- ☐ By checking this box, I OPT IN for email communication.
- ☐ By checking this box, I OPT OUT for email communication.
- ☐ By checking this box, I OPT IN for text messaging.
- ☐ By checking this box, I OPT OUT for text messaging.

Email and Text Usage. By providing an email address where requested in Appendix B, you authorize the Practice and its staff to communicate with You by email and/or patient portal regarding the Patient's "protected health information" (PHI).[1] Likewise, in providing a cell phone number where indicated in Appendix B and checking the "YES" box on the corresponding consent question,you agree to participate in text message communication containing PHI through the cell number provided. You further acknowledge that:

[1] As that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations.

A. Email, and text messaging and other electronic means of communication are not necessarily secure methods of sending or receiving PHI, and there is always a possibility that a third party may gain access;
B. Phone numbers collected during the SMS opt-in process will be used solely for communication related to our services and will not be shared with third parties for marketing purposes.

C. Standard message and data rates may apply according to your mobile carrier's plan. These rates may vary between domestic and international messages.
D. Opt-In Methods
You may opt in to receive SMS messages through the following methods:

   a. Online form submission under Contact Us: (https://lauraweylmanmd-my-site-2.editor.wix.com/html/editor/web/renderer/edit/31c2d4c9-2a1e-4236-adcd-7e3143a71e1b?metaSiteId=02ca9c08-d425-4609-a903-aebd3d66dba3)
   b. Online form submission in Practice Agreement below

E. Opt-Out Instructions
You can opt out at any time by replying "STOP" to any SMS message, or by contacting us directly at info@silverlakedpc.com

F. Email and text messaging are not appropriate means of communication in an emergency, for dealing with time-sensitive issues, or for disclosing sensitive information. In an emergency or a situation that could reasonably be expected to develop into an emergency, You understand and agree to call 911 or go to the nearest emergency room and follow the instructions of emergency personnel. ___ **Initial**

Technical Failure. Neither the Practice nor its staff will be liable for any loss, injury, or expense arising from a delay in responding to the Patient when that delay is caused by technical failure. Examples of technical failures: (i) failures caused by an internet or cell phone service provider; (ii) power outages; (iii) failure of electronic messaging software or email provider; (iv) failure of the Practice's computers or computer network, or faulty telephone or cable data transmission; (iv) any interception of email communications by a third party which is unauthorized by the

Practice; or (v) Patient's failure to comply with the guidelines for use of email or text messaging, as described in this Agreement.

Physician Absence. From time to time, due to circumstances such as conferences, patient emergencies, physician illness, and vacations, the physician may be temporarily unavailable. When the date/s of such absences are known in advance, the Practice shall notify the Patient so that they may schedule non-urgent care accordingly. In the event of unexpected physician absence, Patients with scheduled appointments shall be notified as soon as practicable, and appointments shall be rescheduled at the Patient's convenience. If, during a Physician's absence, the Patient should experience an acute medical issue requiring immediate attention, the Patient understands and agrees to proceed to an urgent care facility, emergency department, or other appropriate facility, for immediate medical treatment. Charges from such outside facilities and providers are the Patient's responsibility and are not included in this Membership Agreement. Notwithstanding the above, the Patient's insurance plan if any, may reimburse all or a portion of such charges.

No Surprise Act Notice. You have the right to receive a "Good Faith Estimate" explaining how much your medical care will cost. Under the law, health care providers need to give patients who do not have insurance or who are not using insurance an estimate of the cost of medical items and services provided to them. You are entitled to receive an estimate of the total expected cost of any non-emergency items or services, including related costs like medical tests, prescription drugs, equipment, and hospital fees. If needed, You should ask your health care provider to give you a Good Faith Estimate in writing at least one business day before your scheduled medical service or item. You can also ask your provider for a Good Faith Estimate before you schedule an appointment or service. If you receive a bill that is at least $400 more than your Good Faith Estimate, you can dispute the bill. Make sure to save a copy or picture of your Good Faith Estimate. For questions or more information about your right to a Good Faith Estimate, visit www.cms.gov/nosurprises, or call the number on our website for more information.

Dispute Resolution. Each party agrees not to make any inaccurate or untrue and disparaging statements, oral, written, or electronic, about the other. We strive to deliver only the best of personalized care to every patient, but occasionally misunderstandings arise. We welcome sincere and open dialogue with our Members, especially if we fail to meet expectations, and We are committed to resolving all Patient concerns.

Therefore, if a Member is dissatisfied with, or has concerns about, any staff member, service, treatment, or experience arising from their membership in this Practice, the Member and the Practice agree to refrain from making, posting, or causing to be posted on the internet or any social media, any untrue, unconfirmed, inaccurate, disparaging comments about the other. Rather, the parties agree to engage in the following process:

A. Member shall first discuss any complaints, concerns, or issues with their physician;

B. The physician shall respond to each of the Member's issues and concerns;

C. If, after such a response, the Member remains dissatisfied, the parties shall enter into discussion and attempt to reach a mutually acceptable solution.

Monthly Fee and Service Offering Adjustments. In the event that the Practice finds it necessary to increase or adjust monthly fees or Service offerings before the termination of the Agreement, the Practice shall give 30 days' written notice of any adjustment. If the Patient does not consent to the modification, the Patient shall terminate the Agreement in writing prior to the next scheduled monthly payment.

Reimbursement for Services Rendered. If this Agreement is held to be invalid for any reason, and the Practice is required to refund fees, the Patient agrees to pay the Practice an amount equal to the fair market value of the medical services Patient received during the time period for which the refunded fees were paid. The parties agree that fair market value shall be the amount that the Practice would charge for the medical services in question, if they were provided on a fee for service basis. The Practice shall maintain a list of fee for service charges which is available to Patients on request.

Change of Law. If there is a change of any relevant law, regulation, or rule, which affects the terms of this Agreement, the parties agree to amend it only to the extent that it will comply with the law.

Severability. If any part of this Agreement is considered legally invalid or unenforceable by a court of competent jurisdiction, it shall be amended only to the extent necessary to be enforceable, and the remainder of the Agreement shall stay in force as originally written.

Amendment. Except as provided within, no amendment of this Agreement shall be binding on a party unless it is in writing and signed

by all the parties.

Assignment. Neither this Agreement, nor any rights arising under it may be assigned or transferred without the Agreement of the Parties.

Legal Significance. The Patient understands that this Agreement is a legal document that gives the parties certain rights and responsibilities. The Patient acknowledges that the Patient is suffering from no medical emergency and has had a reasonable time to seek legal advice regarding the Agreement and has either chosen not to do so, or has done so, and is satisfied with the terms and conditions of the Agreement.

Miscellaneous. This Agreement is to be construed without regard to any rules requiring that it be construed against the drafting party. The captions in this Agreement are only for the sake of convenience and have no legal meaning.

Entire Agreement. This Agreement contains the entire Agreement between the parties and replaces any earlier understandings and agreements, whether written or oral.

No Waiver. Either party may delay or not enforce a right or duty under this Agreement. However, doing so shall not constitute a waiver and the party may choose to enforce such right or duty at any time in the future.

Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Vermont. All disputes arising out of this Agreement shall be settled in the court of proper jurisdiction and venue for the Practice in Middlebury, Vermont.

Notice. Notice as required under this Agreement may be achieved either through electronic means at the email address provided by the party to be noticed or through first-class US Mail, to the Practice, at the address first written above and to the Patient at the address provided in Appendix B or the most recent address contained in the Patient's medical record.

Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party to this Agreement may execute it by signing and delivering one or more counterparts. Each party agrees that this Agreement and any of its related documents may be electronically signed. The parties further agree that any electronic signatures appearing on this Agreement, or its related documents are, and shall be considered, the same as handwritten signatures for the

purposes of validity, enforceability, and admissibility.

For: Silver Lake Direct Primary Care, PLLC:

_____ _____

By: Laura Weylman, MD Date

For: Patient:

_____ _____

Signature Date

APPENDIX A

SERVICES

Medical Services. The patient is entitled to the Medical Services identified below, as deemed appropriate under the circumstances, at the sole discretion of Your physician. The Practice does not dispense, nor regularly prescribe scheduled (controlled) drugs. Unless specifically stated otherwise, the Patient is responsible for all costs associated with any medications, laboratory testing, pathology, specimen analysis, etc., related to these Services.

- Annual comprehensive physical with included annual lab panel (blood count, comprehensive metabolic panel, A1C, lipid panel)
- Well woman exams, including pap smear (Patient is responsible for related pathology/lab fees)
- Acute and non-acute office visits
- Chronic disease management (asthma, diabetes, high blood pressure, etc.)
- Sports physicals

- Well child care
- Skin biopsies
- Simple Laceration repairs
- Skin abscess drainage
- Wart cryotherapy
- Earwax removal by irrigation
- Urine dip test
- Annual Labs, consisting of lipid panel; comprehensive metabolic panel, HgAIC and CBC.
- Rapid strep Test
- EKG
- Home visits when appropriate in the sole discretion of the physician
- Discounted laboratory testing. Members will have the option of obtaining lab tests through Quest at highly discounted cash-pay rates

The Patient is responsible for all charges associated with any products, medications, laboratory testing, pathology, etc.., necessary or related to the above Services.

Non- Medical Personalized Services. The Practice shall also provide Members with the following non-medical services and amenities:

- **After-Hours Access.** Subject to the limitations of paragraph 14 of the Agreement, Members will have direct telephone access to their physician for *emergent* concerns which *unexpectedly* arise after office hours. In addition, video chat and text messaging may be employed when the physician and Patient agree that it is appropriate. Notwithstanding the above, the Member understands that this Agreement is for ongoing primary care, not emergency or urgent care.

- **Direct Electronic Access.** Members shall be given direct electronic access through a secure patient portal, through which they can directly address their physician regarding non-urgent matters. Such communications shall be dealt with during regular business hours. The Member understands that email, text messaging, direct messages through social media and other forms of electronic communication should never be used to obtain medical assistance or care in an urgent situation. The Member understands and agrees that in any situation that could reasonably be expected to develop into an emergency, the Member shall immediately call 911 or proceed to the nearest emergency medical care provider.

- **On-Time Appointments.** Subject to the limitations of paragraph 14 of

the Agreement, Members shall be seen on time for scheduled visits. If the physician foresees more than a minimal wait time, the Member shall be contacted and given the option of either having their visit at a later time, or rescheduling the appointment.

- **Same day/next day Appointments.** Subject to the limitations of paragraph 14 of the Agreement, Patients requesting it, shall be scheduled for same day/next day appointments (during regularly scheduled office hours) as appropriate.

- **Specialist Coordination.** Your physician shall coordinate care with specialists or other providers as appropriate and upon Patient request. Your physician shall also assist in providing recommendations for appropriate outside specialists and/or other clinicians as needed. This Agreement does not cover or include specialists' fees or fees from any medical professional other than the Practice staff. The patient is personally responsible for charges from any outside provider.

APPENDIX B

PATIENT ENROLLMENT FORM

The fees as set out in the attached Appendix C, shall apply to the following Patient(s), who by signing below (or as the parent or legal guardian), certify that they are not beneficiaries of Medicare, Medicaid, Tricare, CHIP, Federal Employee, or any other government funded health plan, and that they have read, are bound by, and agree to the terms and conditions of this Agreement.

Check YES where indicated only if you agree to text message communication. Provide an email address only if you agree to email communication.

Patient 1

Print Patient Name_____ Date of Birth_____

Street Address_____

City, State, Zip_____

Home Phone_____ Cell Phone _____Email_____

Agree to Text Communication: (check one below)

- □ Yes
- □ No

Signature: _____

Patient 2

Patient Name_____ Date of Birth_____

Street Address_____

City, State, Zip_____

Home Phone_____ Cell Phone _____Email_____

Agree to Text Communication: (check one below)

- □ YES Cell Phone Number _____
- □ NO (check one)

Signature _____

CHILD/CHILDREN TO WHOM THIS AGREEMENT APPLIES:

PRINT NAME _____

DATE OF BIRTH _____

MM DD YYYY

PRINT NAME _____

DATE OF BIRTH_____

MM DD YYYY

PRINT NAME _____

DATE OF BIRTH_____

MM DD YYYY

_____

EMAIL ADDRESS FOR CHILDREN IF YOU CONSENT TO EMAIL COMMUNICATION _____

DO YOU AGREE TO TEXT MESSAGE COMMUNICATION IN REGARD TO THE ABOVE-NAMED CHILDREN, INCLUDING THEIR PHI? (CHECK ONE)

- □ YES
- □ NO

PARENT/GUARDIAN:

SIGNATURE: _____

PRINTED NAME: _____ DATE: _____

RELATIONSHIP TO CHILD(REN): _____

Appendix C

FEE ITEMIZATION

Monthly Membership Fee

Ages 0-25 $80 per month X ____ (No. of Members) = $ _____

Ages 26-44 $95 per month X ____ (No. of Members) = $ _____

Ages 45-64 $110 per month X ____ (No. of Members) = $ _____

Ages 65+ $125 per month X ____ (No. of Members) = $ _____

Family Rate $250 per month (*Up to 4 members)* $ _____

_____

Total Monthly Membership Fees $ _____

Initial Payment

Total Monthly Membership Fees	$ _____
Total due as of 7/1/26	**$** _____