

ACTIVE CHOICE HEALTHCARE  
Doctor-Patient Service Agreement

This Agreement is entered into by and between Active Choice Healthcare (“ACH”), Eric Kropp MD (“Dr. Kropp”), and \_\_\_\_\_, Date of Birth: \_\_\_\_\_ (“Patient”). ACH is a Direct Primary Care medical practice. Dr. Kropp is the owner and primary physician of ACH. Dr. Kropp practices Family Medicine and delivers care on behalf of ACH at 13 Chenell Drive, Suite 2, Concord, NH, 03301.

**ARRANGEMENT.** Patient understands that by signing below, Patient agrees to become a patient of Dr. Kropp, who will provide a limited set of medical services normally offered in a family physician’s office in exchange for a monthly fee for the duration of the Agreement. (See “Fees,” below). This agreement is voluntary and non-transferrable.

**STANDARD AND CHARACTER OF PERFORMANCE OF SERVICES.** ACH shall use reasonable and customary care in the performance of services under this Agreement. Dr. Kropp shall maintain in good standing his license for the practice of medicine in the State of New Hampshire, as well as a DEA Registration to write prescriptions.

**TERM.** The term of this Agreement shall be THREE (3) months, effective on the date it is signed by Patient. The Agreement shall automatically renew month to month thereafter until terminated in writing as outlined below.

**SCOPE.** Dr. Kropp will provide services which are generally within the scope of the practice of family medicine. Dr. Kropp will coordinate care with medical specialists and hospitalists to provide non-covered services as needed to meet the additional medical needs of Patient.

**FEES.** This Agreement requires the ongoing payment of a monthly service fee, which shall be paid at the end of each month of service by automatic withdrawal from a bank account (preferred), or by debit or credit card using the payment information on file. (See Fee Schedule). Transactions declined due to insufficient funds will result in an additional fee of \$50. Declined credit card transactions must be corrected within 7 days, or will be subject to an additional \$50 fee. Services may not be rendered to patients with overdue accounts. Fees 60 days past-due will be cause for termination of agreement and services. Patient agrees that the fees set forth herein represent the fair market value of the specified services.

**COVERED SERVICES.** In exchange for the monthly fee described above and on the Fee Schedule, Patient may receive services including, but not limited to:

- A. Office based services:
- Comprehensive Physicals
  - Preventive Care and Wellness Counseling
  - School / Sports / Camp Physicals
  - Chronic Disease Management (e.g. cardiovascular disease and risk management, mental health, diabetes, musculoskeletal concern problems)
  - Urgent Care for Acute Illness / Sick Visit / Injury Treatment and Follow-up
  - Sports Medicine Evaluation and Treatment (non-surgical)
  - In-Office Testing (EKGs, spirometry, rapid strep, blood glucose, pulse oximetry, urinalysis)

B. Expanded services:

- Direct access to your doctor through office visits, phone, email, text
- Care coordination with other providers involved in your care (e.g., consultants, physical or occupational therapists, hospitalists)
- Short-term Nursing Home visits
- “Telemedicine” visits when medically appropriate (after at least one initial office visit)
- After-hours appointments are available on a limited basis

All services, tests, and procedures shall be performed when reasonable and necessary in Dr. Kropp’s sole discretion. While there is no predetermined limit to the number of visits per year, ACH reserves the right to modify the terms of this Agreement for individuals who exceed the usual and customary utilization of primary care services.

**SERVICES PROVIDED FOR ADDITIONAL FEE.** Patient shall be solely responsible for the cost of additional services rendered according to the fee schedule for Non-Covered Goods or Services, should such be required. The need, cost, and alternatives to these services will be discussed prior to the provision of Non-Covered Goods or Services. Payment for such services is due at the time of service. See Appendix table: “SERVICES PROVIDED FOR ADDITIONAL FEE”.

**NON-COVERED SERVICES.** The following non-exhaustive list of services ARE NOT within the scope of this Agreement: Outside office blood/other tests, even if samples are drawn in the office, X-rays, CT scans, ultrasounds, and medical imaging, any surgery or procedure not performed in this office (e.g., in a hospital or another physician’s office), specialty consults, Emergency Department Care including ER visits, physician services, and transportation (i.e., ambulance charges), and rehabilitative care. Patient shall bear sole responsibility for non-covered goods and services should such be required.

**DISCOUNTED CASH PRICING.** Active Choice Healthcare offers discounted cash pricing with select vendors for select non-covered services. Patients are under no obligation to utilize those vendors. If cash pricing is desired, payment in full for any radiology services, or any other service exceeding \$100 shall be paid directly to ACH at the time the service is ORDERED. If testing is not completed within 30 days, funds shall be returned to Patient, unless arrangements are made for testing to be completed at a later date. ACH will NOT directly bill any third party for covered or non-covered services.

**MEDICATION DISPENSING.** In accordance with NH State regulation and Federal DEA regulations, Active Choice Healthcare will only dispense medications for the immediate needs of active Patients. Medications will only be filled for prescriptions written by Dr. Kropp, or an authorized prescriber covering for Dr. Kropp. No Patient is required to fill prescriptions through the office. ACH makes no guarantee regarding the availability of any medication for dispensing from the office, and the formulary selection will be at the sole discretion of ACH. Medication must be paid for by cash, credit or debit. We will NOT bill any third party for medication cost, nor do we make any guarantee that any portion of the cost will be reimbursed by any third party. Reimbursement may NOT be sought from any Medicare associated plan. **NO CONTROLLED SUBSTANCES** will be dispensed.

**LOCATION.** Scheduled office visits are offered at 13 Chenell Drive, Suite 2, Concord, NH 03301, during posted business hours. Dr. Kropp does not admit patients to the hospital, but he will personally coordinate with the appropriate Hospitalist Service as necessary for optimal care. Patients who enter short-term nursing or rehab care during the terms of this Agreement may continue to receive primary care services and periodic nursing home visits from Dr. Kropp at no additional charge, as permitted by the

credentialing facility. Patients whose stay exceeds 30 days, or those who transition to a long-term care facility, or those who become homebound, shall be required to pay additional house call fees for visits by Dr. Kropp to the facility or home, according to house call policy. An individual who resides in a long-term care facility, or is homebound, may, at the sole discretion of Dr. Kropp, enroll as a Patient of ACH. Additional charges will apply for on-site visits to the nursing home or the Patient's home.

#### TERMINATION.

1. Termination by Patient: Patient may terminate this Agreement at any time and for any reason by providing written notice to ACH. Monthly fees will continue to accrue until written termination notice is received. The final monthly bill will be prorated to the date of termination. If this Agreement is terminated prior to the initial 3 month term, the balance of the 3 month minimum will be due at the time of termination. If Patient's account is overdue at the time of written notice, Patient is responsible for resolving the outstanding balance at the time of termination. No monthly fees already charged will be refunded. Refunds will be issued on a prorated basis for patients who have elected to prepay their membership fee. Non-payment of fees for a 60 day period without response to notice of overdue balance shall be deemed to be a termination of the contract.
2. Termination by ACH: ACH, at its sole discretion, may terminate this Agreement by providing written notice, in accordance with the ethical guidelines of the American Medical Association, of the need for Patient to arrange for services from another provider. ACH may terminate Agreement immediately if Patient is abusive, presents an emotional or physical danger to the staff or other patients, is disruptive to the ACH practice and/or provision of health care, has engaged in illegal conduct, or has provided misleading information with regard to identity, medical history, medications, or symptoms or has otherwise engaged in conduct resulting in a breakdown in the provider-patient relationship.

RE-ENROLLMENT. Ongoing longitudinal care is a core principle of the Direct Primary Care model, which relies on monthly fees in order to sustain the practice. Termination and re-enrollment is strongly discouraged. Re-enrollment of a Patient whose Agreement has previously been terminated may be permitted at the sole discretion of ACH.

ALTERNATE PROVIDER. Dr. Kropp may be unavailable at times due to patient care, personal illness, emergencies, or other obligations. During a scheduled absence, arrangements shall be made for an alternate physician or qualified licensed provider to meet the urgent needs of Patient. In the event of an unscheduled absence, ACH will make reasonable attempts to provide alternative coverage. ACH may use Physicians, Nurse Practitioners, Physician Assistants, Nurses, Medical Assistants, Medical students and other staff and/or contractors to assist in providing care. All such personnel will be bound by the provisions of this Agreement.

LIMITED PRACTICE. ACH and Dr. Kropp, at their discretion, will limit the number of patients in the practice to ensure continued ability to provide services.

INSURANCE. This Agreement is not health insurance or a substitute for health insurance, and it does not, on its own, satisfy the requirements of the Affordable Care Act. It is a personal contract with your physician to provide the primary care services specifically described. Patients may require additional medical services that are not provided in this Agreement, including but not limited to: laboratory testing, medical imaging, surgery, specialist care, emergency department visits, hospitalization and medication. For this reason, while it is not a condition of this Agreement, Dr. Kropp strongly recommends that individuals maintain health insurance. Patients are generally best served by combining ACH services

with an appropriate health insurance plan, which may include a High Deductible Health Plan and a Health Savings Account.

Dr. Kropp is not a participating provider in any health insurance plan, and does not accept any form of health insurance. Dr. Kropp and ACH will not bill Medicare, Medicaid, or any insurance company for services rendered under this Agreement. ACH makes no implication or guarantee that any services or testing rendered or ordered by ACH, or referral submitted on behalf of Patient, will be reimbursed by any other entity (e.g. private health insurance, a company FSA or HSA, etc.).

As a non-participating provider, HMO Network insurance will not accept orders for referrals to specialists from Dr. Kropp. Some plans may also limit payment for testing ordered by Dr. Kropp. It is the Patient's sole responsibility to know the details of any insurance policy that they hold, and ACH will not be responsible for any damages related to non-reimbursement by third party payers for any reason. **MEDICARE PRIVATE PAY AGREEMENT.** Dr. Kropp has opted-out of Medicare. Neither Patient nor Dr. Kropp is permitted to submit a claim to Medicare for services, medications or other goods, even if such goods or services would otherwise be covered by Medicare. Patient is entitled to seek medical services from other Medicare-participating physicians. Patients of ACH who are enrolled in Medicare during the term of this Agreement are required to agree to the terms of the Medicare Private Contract. See Appendix.

**COMMUNICATION.** Patient may reach the physician for advice and consultation directly by phone, text, or email during business hours, and after hours by phone for urgent needs. Electronic communication such as text and email should never be used for medically urgent concerns. Email and text are not a substitute for seeking medical attention. In the event Patient is unable to reach ACH for any reason, Patient should seek attention from the local urgent care or emergency department. ACH will not be responsible for injuries arising from Patient's inability to reach an ACH provider. In the event of an emergency or situation that Patient could reasonably expect to develop into an emergency, Patient should call 911 or seek treatment in the local emergency department.

**EMAIL AND TEXT (INSTANT MESSAGING) COMMUNICATION AUTHORIZATION.** Communication by email and text messaging offers great convenience, portability, and efficient exchange of medical information. Any such communications may become a part of your medical record. Even with precautions, these communications have some risk of loss of privacy, and ACH cannot guarantee the security or confidentiality of such communications. It is recommended that Patient not use electronic media for the communication of sensitive or personal information, but rather make these communications by phone or in person.

I authorize Active Choice Healthcare to send, receive, and maintain email and/or text messages which may include unencrypted protected health information: \_\_\_\_\_ **(initial)**

**PRIVACY.** At ACH we respect and value Patient's privacy. ACH makes every reasonable effort to keep Patient's private health information secure. We are required to provide you with a copy of our Notice of Privacy Practices, which states how ACH may use and/or disclose your health information. ACH's Updated Notice of Privacy Practices may be accessed at any time at <http://activechoicemd.com/privacy>.

I acknowledge that I have been provided a copy of Notice of Privacy Practices: \_\_\_\_\_ **(initial)**

**HOLD HARMLESS.** Patient agrees not to hold ACH or Dr. Kropp liable for any loss, injury, damages or expenses beyond ACH's or Dr. Kropp's control related to technical failure of the ACH website, email, or other electronic services, including but not limited to: power outages, faulty telephone, cellular, cable, internet or Wi-Fi service, failure to properly address email messages, interception of communications by a third-party, or Patient's failure to follow ACH's recommendations regarding electronic communications in this Agreement.

**ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties, and supersedes all prior or contemporaneous agreements, promises, covenants, arrangements, communications, representations, or warranties, whether oral or written, with respect to the subject matter hereof. No other oral or written agreements or promises exist between the parties to this Agreement.

**SEVERABILITY.** If any part, term, or provision of this Agreement shall be deemed by a court of competent jurisdiction and venue to be legally invalid or unenforceable, the validity of the remaining parts, terms, or provisions of this Agreement shall be unaffected thereby, and said invalid or unenforceable parts, terms, or provisions shall be deemed not to be a part of this Agreement.

**GOVERNING LAW AND CHOICE OF FORUM.** This Agreement is made under, and shall be governed, construed, and interpreted by, and in accordance with, the laws of the State of New Hampshire. The parties hereto agree that any dispute concerning the subject matter of this Agreement shall be resolved in applicable New Hampshire state courts or District of New Hampshire federal courts of proper and competent jurisdiction and venue. The parties expressly agree to submit to the jurisdiction and venue of New Hampshire courts for all purposes hereunder.

**ALTERATION OF SERVICES AND FEES.** Active Choice Healthcare may add, discontinue or otherwise alter service offerings and the corresponding fee schedule at any time. Notice of significant changes shall be provided to Patient in a timely manner.

**GENERAL CONSENT FOR TREATMENT.** Patient voluntarily consents to and authorizes such care and Treatments by employees and authorized agents of Active Choice Healthcare as may be considered necessary or advisable in their professional judgment. Treatments may include, but are not limited to: physical or mental examination, medical procedures, diagnostic tests, drawing and testing for blood borne diseases, including HIV (the virus that causes AIDS), and prescription of medications. Patient further acknowledges that no guarantees have been made regarding the effects of such Treatments on any medical condition.

**RIGHT TO REFUSE TREATMENTS.** Patient has the right to make informed decisions regarding all care and Treatments, and should ask for clarification or explanation of anything he or she does not understand. This right includes the right to refuse any Treatments that he or she does not want.

**AUTHORIZATION TO WITHDRAW FUNDS:** By signing below, you acknowledge that you have read and agree to the terms, conditions, limitations and fee schedule and that you authorize Active Choice Healthcare to receive recurrent payments as outlined. You also authorize the withdrawal of payment for additional goods or services provided by ACH or by a third party with whom you have agreed to pay directly for client billed pricing (including but not limited to procedures, medications, medical supplies laboratory testing, radiology or pathology) upon receipt of goods or services. You may request an itemized bill for any goods or services received.

**Signature of Patient/Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*(If signed by person other than the patient, print name and state relationship and authority to do so):*

Print Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Patient is:  Minor  Incompetent / Incapacitated

Legal Authority:  Legal Guardian  Parent of Minor  Health Care Agent

**Signature of Doctor:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Eric Kropp, MD, Active Choice Healthcare

**CORRESPONDENCE AND CONTACT INFORMATION:**

**MAILING ADDRESS:**

Active Choice Healthcare  
13 Chenell Drive, Suite 2  
Concord, NH 03301

PHONE: (603) 410-4644

FAX: (603) 499-7995

EMAIL: [admin@activechoicemd.com](mailto:admin@activechoicemd.com)





FEE SCHEDULE effective July 7, 2020:

The Monthly Fee for the services described in this Agreement is age-based, and as set forth below:

There is a one-time registration fee of \$60 per individual or \$100 per household (if household members register at the same time), which is due at the time of enrollment.

There is a minimum service fee equal to 3 full months of service. If the agreement is terminated prior to having paid 3 full months, patient authorizes the remainder of the minimum fee to be billed to the chosen method of payment upon termination.

The fee schedule may be changed by ACH with 60 days prior written notice.

| Age         | Monthly cost per Individual |
|-------------|-----------------------------|
| 56 and over | \$125                       |
| 19 to 55    | \$100                       |
| 2 to 18 *   | \$30                        |

\* Requires 1 participating adult in the same household (e.g. parent, grandparent, or guardian).

SERVICES PROVIDED FOR ADDITIONAL FEE:

|  |  |
|--|--|
| \$10                                   | Trigger point injections (includes up to 4 areas per visit)  |
| \$20                                   | Nebulized Breathing treatments (Albuterol, Albuterol/Ipratropium Bromide)  |
| \$30                                   | Musculoskeletal injections / drainage (joint, bursa, tendon sheath)<br>Toenail removal, Splinting  |
| \$20-\$40<br>(Depending on complexity) | Skin biopsy/lesion removal (mole, lipoma, rash) (case-by-case basis)<br>Wound care / closure (suturing, tissue glue, specialized dressings)<br>Incision and drainage of abscess (includes follow-up care)<br>Cryotherapy (freezing) for treatment of warts or Pre-cancerous skin lesion destruction. (Price per treatment - may require multiple treatments) |