

**PARTICIPATION CONTRACT**  
**BELLEVUE MEDICAL PARTNERS PLLC.**

This Contract describes the terms under which you (the “Participant”) and, in some cases, members of your family, will be patients of Bellevue Medical Partners PLLC (BMP).

1. **The Practice.** BMP will strive to provide primary care medical services to its patients, with special personalized services, including:
- 30-minute routine office visits and one-hour annual physical exam
  - Same-day access to a physician for an acute illness during normal business hours
  - Phone calls promptly answered by a physician or nurse
  - After-hours telephone access on weekdays to the physicians for any medical concerns. A Bellevue Medical Partners physician is always available by phone on weekends and holidays.
  - Support personnel dedicated exclusively to patients of BMP
  - Physician oversight of patient hospital care at Overlake Medical Center in Bellevue
  - Physician coordination of sub-specialty care

Please check the name of the physician who will be your “primary” physician and who will expect to provide your annual physical exams. You will on occasion see another doctor in the practice depending on their availability and your needs.

Henry J. Williams, M.D.       Richard A. Kaner M.D.       Jennifer Mills, MD

2. **Monthly Fee.** The Monthly Fee for the Practice is as follows; please check the appropriate box for your desired status:
- Individual (age >25-64)      \$225 per person per month
  - Individual (age>65)      \$275 per person per month  
List patient name: \_\_\_\_\_
  
  - Couple (age >25-64)      \$400 per couple per month
  - Couple (age>65)      \$500 per couple per month  
List patient names: \_\_\_\_\_  
\_\_\_\_\_
  
  - Assisted Living paperwork fee: additional \$25 per person per month  
List patient names: \_\_\_\_\_  
\_\_\_\_\_

- Additional Family Members (age 14 – 24) \$50 per additional family member per month

List patient names: \_\_\_\_\_  
 \_\_\_\_\_

We retain the right to increase the Monthly Fees. Any such increase will only be effective after we have given you at least 60 days’ notice prior to the effective date of the increase. The Monthly Fee is intended to cover our availability to provide services as well as the physicians’ individual services. The Monthly Fee is owing for months under this Contract even if you do not call us or see us during a particular month. If payment of a Monthly Fee is not received by the 10<sup>th</sup> day of the next month there will be an automatic late charge of \$15.00. If payment is not received by the 25<sup>th</sup> day of such month, the balance due is subject to interest charged at the rate of 12% per annum, simple interest.

You can change your status from an individual to a couple or add additional family members at any time. The appropriate paperwork must be completed at least 10 days prior to the beginning of the month which such new patient(s) are to be added. No right to be a patient of BMP may be transferred to anyone else by you or any patient of BMP.

3. **Payments.** No Monthly Fee is due, or fully earned by us, until completion of the last day of each calendar month. It is expected that Monthly Fees will be paid to us no later than 10 calendar days after the end of each calendar month. If payment is made to us prior to the end of a calendar month when that payment is fully earned, we ask that, in addition to signing this participation contract, you must sign and date a Participant Trust Agreement. The Participant Trust Agreement confirms that any payment received by us prior to the time when we have earned the Monthly Fee, will be held by us in trust under that Agreement and applied to your account at the months end. There is no additional cost to the Participant for this service. Bellevue Medical Partners PLLC will also accept credit card payments and arrange for automatic credit card billing or checking account withdrawals for the Monthly Fees. If you wish to authorize the automatic credit card billing, please complete for following:

Credit Card: \_\_ Visa \_\_ Master Card      Checking\_\_\_\_ (attach voided check)

CARD NUMBER \_\_\_\_\_  
 EXPIRATION DATE \_\_\_\_\_  
 EXACT NAME ON CARD \_\_\_\_\_

If you authorize the automatic credit card billing or checking account withdrawal, we will have the payment made to us on or around the first business day following the month in which the Monthly Fee was earned.

4. **Included Health Care Services.** In addition to the services noted in paragraph 1 above, the following standard health care services are provided and included in the monthly fee.

- All office visits
- Flu, tetanus, and pneumonia vaccines at recommended intervals (pending unforeseen Government issues with vaccines).
- Electrocardiograms
- Cryotherapy for benign skin lesions
- Selected office lab tests (blood glucose, strep screen, simple urine testing)
- Simple sutures
- Bone Densitometry (DEXA) testing
- Body Fat analysis

Services to you are not billable to your health insurance company, nor will you incur any additional charges, i.e. copays. It is very important, however, that you maintain your existing health insurance. BMP is not replacing your health insurance. The cost of all services not provided by BMP, such as those services provided by other physicians, hospitalization, surgery and all other tests, procedures and services will be your responsibility and the responsibility of your health insurance carrier.

5. **Governing Law.** This Contract shall be governed by and constructed in accordance with the laws of the state of Washington, and if any provision is held to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, unless the provisions held invalid or unenforceable shall substantially impair the benefits of the remaining portions of this Contract.

6. **Termination.** In order to terminate your participation under this Contract written notice must be given prior to the end of a calendar month in which you wish to terminate service. At the same time, Bellevue Medical Partners PLLC may similarly terminate this Contract for any reason. If we choose to terminate, written notice will be given. We will then provide you with the full services hereunder for the next calendar month without charging you the Monthly Fee for that calendar month. This would give you one full month to find a new primary care medical provider.

7. **E-Mail Communications.** At this time, we do not anticipate using e-mail as a primary form of communication. We understand, however, that for a variety of reasons you may want to periodically send an e-mail to us. Before you send us any e-mail please sign and return the e-mail disclosure form. It is our intention not to respond to any e-mail without that form

being signed by the Participant and each and every patient under that Participant's account who will be included in such e-mail communications. Even with the form on file, please keep in mind that e-mail is not a good medium for personal, private, urgent or time sensitive communications. You should not assume our receipt of any e-mail without an express acknowledgement of receipt directly from us, nor can we guarantee the confidentiality of such communications.

By signing below, all of the terms and conditions of this Contract are approved by the Participant. This Contract will only be effective when fully signed by the Participant and accepted by Bellevue Medical Partners PLLC.

Participants:

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, ZIP

Home Phone: \_\_\_\_\_

Work/Cell Phone: \_\_\_\_\_

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

Accepted:

Bellevue Medical Partners PLLC

\_\_\_\_\_  
Signature of BMP Partner

\_\_\_\_\_  
Print Partner Name

\_\_\_\_\_  
Date



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## **PARTICIPANT TRUST AGREEMENT** **BELLEVUE MEDICAL PARTNERS PLLC**

This Agreement is dated for identification purposes \_\_\_\_\_, 200\_, and is between \_\_\_\_\_ (“Participant”) and Bellevue Medical Partners PLLC (“BMP”). Participant is signing up to be a patient of BMP by signing a Participant Contract (the “Service Contract”) dated the same date as this Agreement. Under the Service Contract, other members of Participant’s family may also be patients of BMP. The Service Contract requires payment of monthly fees to BMP for BMP’s services, which monthly fees do not belong to BMP until the conclusion of the last day of the calendar month for which they are earned. From time-to-time, Participant might pay the monthly fee in advance, or might even pay several monthly fees in one lump sum payment. In any such event, those monthly fees will not belong to BMP until earned at the conclusion of the last day of each month, and so those fees must be held “in trust” until earned. This Agreement confirms that all such pre-paid monthly fees do not belong to BMP until earned and, instead, will be held “in trust” by BMP until earned.

**Trust:** All such prepaid fees being held by BMP, but not yet belonging to BMP, will be held in Trust by BMP, as trustee, according to the terms of this Agreement.

**Return of Funds:** Participant may require the return of any of Participant’s funds held in trust by BMP and not yet earned by BMP at any time and from time-to-time, with such demand effective when BMP receives written notice of that decision from Participant. Such demand will not be effective for those funds already earned by BMP if such demand is received by BMP after BMP has transferred (or had the right to transfer) such funds to itself under the next paragraph.

**Distributions:** Until earned by BMP, for any of Participant’s funds held in trust under this Agreement, Participant is the only Beneficiary. Under the Service Contract, the monthly fee is earned when the month is completed, and BMP will then be permitted to transfer the funds for that monthly fee only, out of this trust and into BMP’s own account at any time on or after the 1<sup>st</sup> day of the next month. For example, if the month in question is November, then on or after December 1<sup>st</sup>, BMP can transfer the funds from this trust into its own account to cover the monthly fee it earned for that November. If on the date of Participant’s death there are still funds remaining in the trust intended for monthly fees for months after the month in which Participant died, such additional funds shall be distributed by BMP, as trustee, to the personal representative of Participant’s estate. There will not be any income from the funds held in trust under the Agreement, as it is intended that the funds will be held in a non-interest bearing account in a bank which is insured by the FDIC, but if there was any income, it would belong to Participant, not BMP.

**Powers:** Rather than list all of the powers and discretion that BMP has as trustee under this Agreement, the parties simply confirm that Washington State laws will control, as such laws are amended from time-to-time. As stated above, the funds will be held in a non-interest bearing bank account. The bank account will be set up to allow for withdrawals and transfers without delay, and may be (and almost certainly will be) pooled with the trust accounts for other participants, so long as Participant's share is easily computed.

**Termination:** If BMP withdraws as trustee, or otherwise terminates this Agreement, all funds held in trust for Participant under this Agreement shall be transferred to Participant, not BMP.

**Participant:**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**BMP:**

Bellevue Medical Partners PLLC

A Washington Professional Limited Liability Company

\_\_\_\_\_  
Signature of Partner

M.D.

\_\_\_\_\_  
Date

**E-MAIL WAIVER FORM**

**BELLEVUE MEDICAL PARTNERS PLLC**

This is a supplement to the Participation Contract previously signed by the undersigned (as "Participant"). The defined terms in that Participation Contract also apply to this E-mail Waiver Form.

If you wish to receive e-mail communications from a physician or other staff member of BMP, please consider the following information about e-mail communications, insert your e-mail address, and sign and return the form to BMP, thereby confirming your consent to electronic communications:

E-mail is not a secure medium for sending or receiving potentially sensitive personal health care information. Although communications between patient and physician are subject to confidentiality requirements of Bellevue Medical Partners PLLC and applicable law, Bellevue Medical Partners PLLC cannot assure the confidentiality or protection of e-mail communications. E-mail sent to us may be accessed by individuals who are not directly involved in your care, whether our employees performing system administration functions, or by hackers or other unauthorized users. If we return an e-mail to you, they may also be accessed by others. For example, it might be accessed by a member of your family if your e-mail address is at home or by your employer or systems administrator or other co-worker if you use your work e-mail address, or even by your Internet service provider.

If you use e-mail for communications, keep in mind that it is not a good medium for urgent or time-sensitive communications. All time-sensitive communications or urgent communications should be handled by direct telephone contact or in person. At our discretion, any e-mail communications with us may become part of your permanent medical record.

E-MAIL ADDRESS: \_\_\_\_\_

I understand that I may revoke this consent by sending you written notice of this revocation, which revocation will become effective within 5 business days of Bellevue Medical Partners PLLC's receipt of that revocation. We will acknowledge such revocation to you in writing and, if you do not receive that, it is important that you contact us to make sure of such revocation.

