

LIFESTYLE MEDICINE CONTINUITY PATIENT AGREEMENT

Dougherty MD, PLLC / Family Matters Direct Primary Care. This is an Agreement between Dougherty MD, PLLC (Practice​), a Pennsylvania LLC located at 4284 William Flinn Hwy, Suite 102, Allison Park, PA 15101, and You (Patient​).

Background: Lela E. Dougherty, MD (Physician​) practices family medicine and LIFESTYLE MEDICINE and delivers care on behalf of Dougherty MD, PLLC under the subcontract of Family Matters Direct Primary Care in Allison Park, PA. In exchange for certain fees paid by Patient, Dougherty MD, PLLC, through its Physician, agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

Definitions

1. Patient.​ Patient is defined as those persons for whom Physician shall provide Services, and who are signatories to and incorporated by reference to this agreement.

2. Services.​ As used in this Agreement, the term Services shall mean such LIFESTYLE MEDICINE CONSULTATIVE SERVICES as defined and outlined in Appendix 3, both medical and non-medical which are offered by Practice, and set forth in Appendix 1. THE PATIENT SHALL RETAIN HIS/HER OWN PRIMARY CARE PHYSICIAN. Patient will be provided with methods to contact the physician via phone, email, and other methods of electronic communication. Physician will make every effort to address the needs of the Patient in a timely manner, but cannot guarantee availability. Physician may be completely unavailable for up to 4 weeks/year for personal leave and/or continuing medical education activities.

3. Fees.​ In exchange for the services described herein, Patient agrees to pay Practice the amount as set forth in Appendix 1, attached. Applicable enrollment fees are payable upon execution of this agreement. These fees may be modified from time to time in accordance with Appendix 1. Patient’s credit card will be billed on the first of every month. In the event that the credit card is declined, there will be a 5 day grace period. If payment is not received within 5 days from the due date, i.e the 6th of the month, Practice will notify Patient through Patient’s given contact information and will charge a $25 late fee. If the payment and late fee are not received after 30 days beyond the original due date, that will be cause for dismissal from the Practice. Patient will be notified 90 days in advance of any fee changes.  Any additional fees or expenses (such as medications, lab tests, supplies, etc.) will be discussed in advance.  Payment of these additional fees will be due at the time of services (charged through your credit card on file with our electronic health record and billing platform).

4. Non-Participation in Insurance or Other Third Party Programs.​ Patient acknowledges that neither Practice, nor Physician, participate in any health insurance, HMO plans or any other private or governmental third party programs. Neither Practice nor Physician make any representations regarding third party insurance reimbursement of fees paid under this Agreement. Patient shall retain full and complete responsibility for any such determination**.** This Agreement acknowledges your understanding that Physician is unable to see patients with Medicare or Medicaid. Patient agrees not to submit claims for any Services covered under this Agreement to Medicare or Medicaid.

5. Insurance or Other Medical Coverage. ​Patient acknowledges and understands that this Agreement is not an insurance plan, and not a substitute for health insurance or other health plan coverage (such as membership in an HMO). It does not cover primary care services, hospital services, or any specialty services not personally provided by Practice, or its Physician including but not limited to hospitalization, major surgery, dialysis, or rehabilitation services. Patient acknowledges that Practice has advised that Patient obtain or keep in full force such health insurance policy(ies) or plans that will cover Patient for general health care costs. Patient acknowledges that THIS AGREEMENT IS NOT​ A CONTRACT THAT PROVIDES HEALTH INSURANCE, in isolation does NOT meet the minimal essential coverage required by the Affordable Care Act and is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry. This Agreement is for ongoing LIFESTYLE MEDICINE CONSULTATION only. It is recommended that health care insurance and a primary care physician be obtained to cover medical services not provided for under this agreement.

6. Term/Termination.​ This Agreement will commence on the date it is signed by Patient and Physician below and will extend monthly on the first of each month thereafter. Notwithstanding the above, both Patient and Practice shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination. Patient may terminate the agreement with 30 (thirty) days written notice. Practice shall give 30 (thirty) days prior written notice to Patient in a manner consistent with applicable patient abandonment laws and regulations.

Reasons Practice may terminate the agreement with the Patient for cause may include but are not limited to:

(a) Patient fails to pay applicable fees owed pursuant to Appendix 1 per this Agreement; (b) Patient has performed an act that constitutes fraud; (c) Patient repeatedly fails to adhere to the recommended treatment plan; and/or (d) Patient is abusive or presents an emotional or physical danger to the staff or other patients. Practice may also terminate this agreement with Patient if Practice discontinues operation.

Practice has a right to determine whom to accept as a Patient, subject to applicable discrimination laws, 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 and regulations).

7. Privacy & Communications. ​ Patient acknowledges that communications with Physician using e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communication. Practice will only communicate with Patient using such methods with Patient’s consent. Practice will make an effort to secure all communications via passwords and other protective means. 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 Patient. If Patient initiates a conversation in which Patient discloses “Protected Health Information (PHI)” on one or more of these communication platforms then Patient has authorized Practice to communicate with Patient regarding PHI in the same format unless Patient instructs Practice otherwise.

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 the 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 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 constructed under the laws of the Commonwealth of Pennsylvania and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for 4284 William Flinn Hwy., Suite 102, Allison Park, PA 15101.

12. Acceptance of Patients. Practice reserves the right to accept or decline patients based upon its capability to appropriately handle Patient’s needs, subject to applicable discrimination laws. Practice may decline new patients pursuant to the guidelines proffered in Section 7 (Term), because Physician’s panel of patients is full or because a Patient requires medical care not within Physician’s scope of services.

13. Patient Understandings (initial each):

\_\_\_\_I do not have Medicare or Medicaid.

\_\_\_\_This Agreement is for **Lifestyle Medicine Care and Consultative Services** and is not a medical insurance agreement or an agreement for full primary care services. I will retain my current primary care physician.

\_\_\_\_ I am enrolling (myself and my family if applicable) in the Practice voluntarily and do not have an emergent medical problem.

\_\_\_\_ I understand that I am enrolling in an enrollment-based practice that will bill me monthly.

\_\_\_\_ I understand that Dr. Dougherty will only prescribe medications in the context of decreasing dosages or lowering total medication burden**.** ALL PRIOR AUTHORIZATIONS MUST BE COMPLETED BY MY PRIMARY CARE PHYSICIAN.

\_\_\_\_ In the event of a medical emergency, I agree to call 911 and then my PCP. I UNDERSTAND THAT THERE ARE NO EMERGENCIES IN LIFESTYLE MEDICINE.

\_\_\_\_ I do NOT expect the practice to file or dispute any third-party insurance claims on my behalf.

\_\_\_\_ This Agreement IS NOT INSURANCE does not meet the individual insurance requirement of the Affordable Care Act.

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

\_\_\_\_ I understand failure to pay the monthly fee will result in termination from Practice.

\_\_\_\_ I understand that the practice does not offer walk-in appointments and that I should request appointments at least 72 hours in advance if possible. I acknowledge that Dr. Dougherty may be unavailable for up to 4 weeks/year for personal leave and continuing medical education.

By my signature below, I agree to become a Family Matters Direct Primary Care/Dougherty MD patient and I agree to the terms outlined in this Patient Agreement. Parents or guardians of patients under age 18 may sign on their behalf as their representative, except to the extent an individual under age 18 is permitted to authorize his or her own medical care under applicable Pennsylvania law. A separate registration must be completed for each patient in a family. This Patient Agreement will become effective when fully signed by the prospective Patient and accepted by Dougherty MD, PLLC.

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Patient Name (printed):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature by: [ ] Patient [ ] Parent [ ] Legal Guardian

**APPENDIX 1: DOUGHERTY MD LIFESTYLE MEDICINE CONSULTATION**

**ENROLLMENT FEE, PERIODIC FEES AND SERVICES**

Enrollment Fee - $150.00, charged when Patient enrolls with Practice and is nonrefundable.

Re-Enrollment Fee - $200.00, charged if Patient discontinues relationship with the practice and later wishes to re-enroll with the practice. Practice reserves the right to decline a re-enrollment.

Monthly Fee - $48.00 for all ages - This fee is for ongoing Lifestyle Medicine Consultative Services and is paid whether or not any contact occurs with the office within any given month. Practice prefers that Patient schedules visits more than 72 hours in advance when possible. Practice does not provide walk-in or urgent care services.

INCLUDED SERVICES:

Ongoing lifestyle medicine consultation and management – this includes initial comprehensive lifestyle evaluation, development of individualized goals and plan as well as follow up consultation and coaching. Up to two 30-minute phone, evisit or office visits/month with Dr. Dougherty subject to her availability.

Ongoing physician communication – patient will have access to physician’s personal contact information including cell phone and email for improved communication but cannot guarantee after-hours communication.

Laboratory studies (such as bloodwork or urine testing) - will be charged according to practice’s negotiated direct price plus 15%. Pt may choose to use his/her insurance.

Medications – will be prescribed according to practice’s negotiated direct price plus 15% or sent to the pharmacy of the patient’s choice. Dr. Dougherty does not complete prior authorizations – these must be done by the patient’s primary care physician. Pt may choose to use his/her insurance.

SERVICES THAT ARE NOT INCLUDED IN ENROLLMENT:

Comprehensive primary care, hospital care, surgery and other specialty consults.

Enrollment Benefits

**All included in the monthly fee:**

* **Up to 2 OFFICE, EVISIT OR PHONE visits with no copay**
* **Extended 30-minute appointments**
* **Direct access to Dr. Dougherty via email, phone, text, and/or e-visit**
* **Access to VALIDIC fitness tracker which integrates with numerous devices and uploads directly to your patient chart.**
* **Discounted labs and medications**
* **Access to our online patient content**

**APPENDIX 2:** **PATIENT RIGHTS AND RESPONSIBILITIES**

• I agree to disclose all information relating to my health condition(s) and to actively collaborate with my healthcare provider to understand my treatment options and develop the best course of action.

• I understand that my enrollment in Dr. Dougherty’s Lifestyle Medicine Continuity Program a commitment to my ongoing health and wellness. I agree to commit to those plans for my medical care which have been agreed upon by me and my provider.

• I understand that I will be forthright with regard to my prescription and over-the-counter medications and my use of them.

• I understand that it is my responsibility to inform Dr. Dougherty of any changes to my credit/debit card or bank account information.

• I understand that it is my responsibility to ensure that Dr. Dougherty has correct contact information (e.g. mailing address, phone) for my account.

• I agree to arrive on time for my appointment. If I do not arrive on time, my provider may not be able to spend as much time with me as I may need. In addition, I agree to call Family Matters DPC at least 24 hours before an appointment if I need to cancel so that other patients can use my visit time.

• I understand that I have the right to speak in confidence Dr. Dougherty and to have my healthcare information protected. I understand that Family Matters DPC will not disclose my information without my authorization or without a legal obligation to do so.

• I understand that the monthly fee is intended to cover Dr. Dougherty to provide services as well as the individual services provided and that the monthly fee is due for months under the Patient Agreement even if I do not communicate with Dr. Dougherty or see her during a particular month.

• I understand that I am responsible for all bills associated with services provided outside the direct agreement for Lifestyle Medicine Services including but not limited to lab fees and medications.

• In the event I wish to cancel my enrollment, I understand that I must notify Family Matters DPC in writing of my intent to cancel and give 30 days notice. Notice by email to drdougherty@familymattersdpc.com or admin@familymattersdpc.com is sufficient. Any difference between the date of cancellation and the end of my monthly billing cycle will be refunded to me via the payment method I have chosen for my monthly fee. If my account is overdue, I am responsible for resolving the outstanding balance prior to my service cancellation.

• I understand that if I am dissatisfied for any reason, I agree to first bring issues to the attention of Dr. Dougherty.

**APPENDIX 3: LIFESTYLE MEDICINE DEFINITION AND STANDARDS**

LIFESTYLE MEDICINE DEFINITION

Lifestyle medicine is the therapeutic use of evidence-based lifestyle interventions to treat and prevent lifestyle related diseases in a clinical setting. It empowers individuals with the knowledge and life skills to make effective behavior changes that address the underlying causes of disease.

-Emphasis on promoting behavior changes that all the body to heal itself

-Focus on evidence-based optimal nutrition (focus on a whole-food plant-based diet), stress management and fitness prescriptions

-Patients are active participants in their care

-Treats underlying lifestyle causes of disease

-Physician educates, guides and supports patients to make behavior changes

-Medications used only as an adjunct to therapeutic lifestyle changes

-Patients’ home and community environment are assessed as contributing factors.

BASIC LIFESTYLE MEDICINE INTERVENTION GUIDELINES

Lifestyle medicine is based on scientific evidence that the body will heal itself when the factors which cause disease are removed. Diseases such as cardiovascular disease, diabetes and Crohn’s disease that were once thought to be irreversible have all been completely reversed by comprehensive lifestyle changes. The goal of a Lifestyle Medicine intervention is to replace unhealthy behaviors with behaviors that promote health. There is a wide variety of health promoting behaviors that have been successfully used in the treatment of lifestyle diseases but generally most lifestyle related diseases benefit from the same simple lifestyle behavior changes. These include, but are not limited to optimum nutrition, physical activity, stress management, tobacco cessation, and improved interpersonal relationships.

BASIC NUTRITION GUIDELINES FOR LIFESTYLE MEDICINE PRACTICE

Nutrition is an essential element of LM practice; it the underlying cause of many lifestyle diseases, and changing eating habits alone can reverse many lifestyle diseases. Nutrition is also the most confusing and controversial area of LM for both healthcare professionals and patients. Eating behaviors are formed in childhood and determined not by conscious thought but by unconscious sociocultural norms, beliefs, and taste preferences. When new scientific evidence regarding health and diet conflicts with accepted beliefs, the result is often cognitive dissonance, and the science is likely to be rejected in favor of established behaviors. Awareness of the unconscious influences that sustain unhealthy eating habits is crucial for successful eating behavior changes among both healthcare professionals and their patients.

All patients should be given accurate nutrition information that is based on the most current scientific evidence regardless of their gender, ethnic group, income status, education level or perceived readiness to change. The most current scientific evidence available supports the use of whole unprocessed or minimally processed plant foods as treatment for most of the lifestyle related illnesses in our population. Regardless of medical specialty, all physicians should be educated about this scientific literature, and advising patients to make these dietary changes should be considered the standard of care. All patients in a LM practice should be given an initial nutrition assessment that includes a questionnaire about their current eating habits and laboratory tests for serum lipids, blood glucose, and vitamin D levels. Routine screening for non-specific nutritional deficiencies is not recommended. Nutrient testing should be targeted based on a patient’s symptoms and signs. A brief nutrition survey should be repeated periodically at follow-up visits to assess progress or deterioration. Nutrition/dietary treatment prescriptions should be based on the results of nutrition assessments and evidence-based nutrition research.

When nutrition deficits are identified the role of the LM Treatment Team is to educate patients about healthy eating options and then motivate, guide and support them as they make and sustain the necessary behavior changes. This can include a wide variety of activities such as providing nutrition clinics, seminars and other resources, introducing patients to new foods at food sampling events, holding cooking classes, providing personalized meal plans with shopping lists, leading supermarket and farmers market tours, visiting urban farms, starting community gardens, organizing personal chef services and/or providing packaged foods services to make healthy food choices more convenient for busy patients. Every five years the Federal government issues dietary guidelines that are intended to promote health and also satisfy food industry interests. Reliance on these dietary standards may not always produce the desired health outcomes expected by patients who chose a LM practice. LM Practitioners should be able to modify and translate these dietary guidelines into simple practical advice that patients can understand and follow. Current Federal dietary guidelines recommend decreasing cholesterol and saturated fat intake, and increasing intake of fruits, vegetables, legumes and whole grains. Advising patients to adopt an ad libitum diet of whole, unprocessed or minimally processed plant foods may be the easiest and most effective approach to achieve sustainable adherence to these dietary recommendations.

PHYSICAL ACTIVITY/EXERCISE GUIDELINES

Regular physical activity results in short and long-term health benefits and reduces the risk of adverse health outcomes. The health benefits of exercise apply to children and adults of all ages and social groups and to patients with chronic diseases and disabilities. The importance of exercise is generally accepted by most healthcare professionals and advice to exercise is often the only lifestyle advice that patients receive. Any lifestyle improvement advice given by health care professionals is valuable, but exercise advice alone without dietary changes will be ineffective for many patients. Exercise without dietary changes may maintain current weight but will not lead to significant weight loss or reversal of lifestyle diseases such as atherosclerosis. Cardiac rehabilitation programs that focus only on exercise may improve patient quality of life, but they do not prevent restenosis of stented coronary arteries or subsequent cardiac events. Exercise is most effective when it is prescribed as part of a comprehensive LM Treatment program that includes plant-based nutrition and other modalities such as stress management.

All patients in a LM treatment program should have an initial fitness assessment and exercise prescriptions based on the results of their assessment. A basic assessment measures flexibility, strength, and cardiovascular endurance, other parameters may be added as needed. Exercise prescriptions are individualized according to the results of their fitness assessment and standardized by use of the 2011 ACSM Guidelines for Prescribing Exercise which are consistent with the 2008 Federal Physical Activity Guidelines. Periodic assessments to measure progress towards fitness goals and to update exercise prescriptions should be completed at regular intervals depending on the treatment needs of the patient and the program structure.

STRESS MANAGEMENT/ GUIDELINES

Stress can be defined as “any demand for change.” The stress response is a cascade of physiological events that can lead to improved health and productivity or to anxiety, depression, obesity, immune dysfunction and poor health outcomes. Assisting patients to recognize maladaptive stress responses and transform them into responses that improve health and wellbeing is an essential part of Lifestyle Medicine practice at all levels. All patients should be screened initially and periodically for signs of unhealthy stress responses and stress-related conditions such as depression. The U.S. Preventive Services Task Force (USPSTF) recommends screening adults for depression in clinical practices that have systems in place to assure accurate diagnosis, effective treatment, and follow-up. There are several screening instruments available such as the Patient Health Questionnaire for Depression and Anxiety (PHQ-4). These screening tools are not diagnostic, patients with positive screens should be evaluated and treated by a mental health professional either in the Lifestyle Medicine practice or on referral. Lifestyle Medicine providers should be knowledgeable about basic evidence-based stress management techniques that they can share with patients. Common evidence-based stress management techniques include:

Autogenic training/Guided Imagery

Cognitive Behavioral Therapy (CBT)

Diaphragmatic Breathing

Meditation

Progressive Muscle Relaxation

Other evidence-based stress reduction techniques that Lifestyle Medicine Practitioners should be aware of include relaxation response, biofeedback, emotional freedom technique, mindfulness-based stress reduction exercises and emotional freedom techniques.

TOBACCO USE CESSATION GUIDELINES

The dangers of tobacco use are well documented, it increases the risk of mouth throat and lung cancer, heart disease and chronic obstructive pulmonary diseases. Tobacco use disorder is itself considered a chronic disease that requires repeated interventions and multiple attempts to resolve. The US Public Health Service Guidelines for Treating Tobacco Use and Dependence recommends that all clinicians identify and document the tobacco use status of every patient in their practice.55 Tobacco use cessation, including treatment options should be discussed with all current tobacco users regardless of their perceived readiness to quit tobacco use. Clinicians should be aware of motivational techniques to encourage patients who are not ready to make quit attempts. Tobacco use cessation counseling and medications can be effective when either one is used alone but they are most effective when used together. In a Lifestyle Medicine practice the method used should be individualized to suit patient needs and preferences. Tobacco use cessation medications are contraindicated in certain groups such as pregnant women, smokeless tobacco users, light smokers, and adolescents. Tobacco use cessation counseling may be conducted in individual one-on-one sessions, groups, or on telephone quit lines. Important components of tobacco use cessation counseling are practical problem solving/skills training and social support.

Lifestyle Medicine providers should know how to safely prescribe tobacco cessation medications alone or in combination. Currently 2 basic types of quitting aids are available nicotine-replacement products and non-nicotine medications. The nicotine replacement products are available over-the-counter in 5 forms, as gum, inhaler, lozenge, nasal spray and patch. The non-nicotine medications Varenicline (Chantix) and Bupropion SR (Zyban) are only available on prescription. Tobacco use cessation treatment is an important part of Lifestyle Medicine treatment and may be offered alone or as part of a comprehensive lifestyle intervention program.

INTERPERSONAL/GROUP/COMMUNITY RELATIONSHIPS

Humans are social beings; the need for social connection is a basic survival urge that is hardwired into our nervous systems. The areas in our brain involved in processing social stimuli and decision making are noticeably larger in those with large social networks. Social relationships are as important to our health as diet, exercise and smoking habits, in fact the quality of our relationships may determine whether or not we chose to engage in healthy lifestyle behaviors. Repeated studies show that unhealthy social relationships, isolation and loneliness are associated with increased mortality and morbidity especially among individuals with established lifestyle-related diseases. Identifying patients at risk for social isolation and assisting them develop or improve the social skills necessary to form and maintain healthy relationships should be an important part of a Lifestyle Medicine practice.

Individuals who live alone are not always the most socially isolated or lonely. People with seemingly caring families and demanding jobs may be most in need of genuine social connection. All patients in a Lifestyle Medicine practice, regardless of marital status, living arrangements or mental health status, should be screened for social isolation/loneliness. There are several screening tools such as the UCLA Loneliness Scale that measure perceived feelings of isolation and are easy to administer in a clinical setting. Review of screening results in the context of a patient-provider relationship that includes active listening and expressive empathy may be a comforting for patients experiencing social isolation and resulting mood disorders. Patient with mental health problems should be referred appropriately.

Lifestyle Medicine prescriptions for developing or improving social relationships should be personalized to meet the needs of individual patients. Advice to prevent social isolation may include volunteering for a meaningful cause, involvement in spiritual/religious activities or participation in communication skills workshops such as Compassionate (nonviolent) Communication. When an individual makes lifestyle changes to improve personal health, they may meet with resistance from their friends, family, social groups members, coworkers and even health care providers. This is especially true when the changes involve new ideas and behaviors that are different from accepted sociocultural norms. The ability to understand criticism and handle rejection and possible social isolation will determine whether the new healthy behaviors are sustained. Helping patients to develop these skills should be a consideration in a Lifestyle Medicine practice. The practice may offer or facilitate access to workshops that assist patients to improve health literacy, develop active listening skills, resolve internal and external conflicts to produce win-win solutions, improve intimacy, and improve workplace relationship with a view to negotiating successful personal lifestyle changes in possibly resistant family and other social settings.