**SAMPLE PATIENT AGREEMENT** *\* This is a template. It is always recommended that you review this agreement with your attorney as each state is different and may dictate a specific agreement name based off DPC law or other State Insurance Division requirements.*

***Practice Name Patient Agreement***

Practice Name is a primary care practice (DPC) delivering primary care services through All Dentist(s) Name and DDS/DMD, at All Address’. In exchange for certain fees, Practice Name agrees to provide you with the Services described in this Agreement on the terms and conditions contained in this Agreement.

**SERVICES INCLUDED**

Services under this agreement are those dental services that the dentist(s) is/are permitted to perform under the laws of the State of State, are consistent with the Dentists’ training and experience, are usual and customary for a dental physician to provide, and include the following:

**List of Benefits:**

* *Insert Benefit*
* *Insert Benefit*
* *Insert Benefit*

**PAYMENT SCHEDULE**

EXAMPLE

0-17 years of age: $20 per month

18 + years of age: $30 per month

One-time enrollment fee: $50

**AGREEMENT**

**NOTICE:** THIS PATIENT AGREEMENT DOES NOT CONSTITUTE DENTAL INSURANCE.

This Agreement will last for Time Period, starting on Date and automatically renew Monthly/Quarterly/Annually, unless either party cancels the Agreement by giving XX days written cancellation notice.

**Termination.** Either party can end this agreement at any time by giving the other party XX days written notice.

**Payments and Refunds** – In exchange for the Services listed above. You agree to pay Practice Name a monthly/quarterly/annual fee in the amount that appears in the Payment Schedule and is part of this Agreement.

1. This fee is payable on a prorated basis when you sign the Agreement and is due on the first (or on the day you signed up) business day of each month/quarter/year thereafter.

2. I agree that the required method of payment shall be by automatic payment, through a debit, Bank ACH or credit card.

3. If this Agreement is cancelled by either party before the Agreement ends, we will review and settle your account as follows:

* 1. We will refund the unused portion of your fees on a per diem basis; or
	2. If the value of the services you received over the term of the Agreement exceeds the amount paid in membership fees, you shall reimburse Practice Name in an amount equal to the difference between the value of the services received and the amount You paid in membership fees over the term of the Agreement. The Parties agree that the value of the services is equal to the Practice Name usual and customary fee-for-service charges. A copy of these fees is available on request.

Fees, as set out shall apply to the following Patient(s), who by signing below agree to the terms and conditions of the Practice Name Patient Agreement Form.

\*All patients must have a credit or debit card on file to cover the cost of membership & any incidentals not covered under the Agreement.

I certify that I have read, understand, and agree to the terms set forth in Practice Name Patient Agreement Form. I further certify that I have received a copy of this form.

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

**This Is Not Dental Insurance.** Your initials on this clause of the Agreement acknowledges your understanding that this Agreement is not a dental insurance plan or a substitute for dental insurance. \_\_\_\_\_\_ (Initial)

**Communication.** The Patient acknowledges that although Practice Name shall comply with HIPAA privacy requirements, communications with Practice Name using e-mail, facsimile, video chat, cell phone, texting, and other forms of electronic communication can never be absolutely guaranteed to be secure or confidential methods of communications. As such, **Patient expressly waives Practice Name obligation to guarantee confidentiality with respect to the above means of communication.** Patient further acknowledges that all such communications may become a part of the dental record.

**Change of Law.** If there is a change of any relevant law, regulation, or rule, federal, state or local, which affects the terms of this Agreement, the parties agree to amend this Agreement to comply with the law.

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

**Reimbursement for Services Rendered.** If this Agreement is held to be invalid for any reason, and Practice Name is required to refund fees paid by you, you agree to pay Practice Name an amount equal to the fair market value of the dental services you received during the time period for which the refunded fees were paid.

**Assignment.**  This Agreement, and any rights you may have under it, may not be assigned, or transferred by you.