



## **Added Benefits Agreement and Enrollment** **Effective October 29, 2018**

The following outlines the terms and conditions for the Added Benefits Agreement (“ABA”) between the undersigned, (“Patient”) and Sparks Family Medicine, Ltd., (“SFM”). The Patient should review the information in this Agreement, including their rights and responsibilities, and retain a copy of this Agreement for future reference. Questions should be directed to the designated ABA contact at SFM at 702-722-2200 or contactABA@sparksfamilymedicine.com. Normal business hours are Monday through Friday, 8 am to 4:30 pm Pacific Standard Time.

### **1. ABA Description**

- 1.1. The ABA provides access to services that may not be covered by typical health insurance, such as those related to integrative and functional medicine.
- 1.2. The ABA is not insurance or a medical discount plan.
- 1.3. SFM offers products and services that are not included in the ABA.
- 1.4. ABA payments are processed up to three days before the Patient’s initially scheduled appointment and every month thereafter.
- 1.5. ABA payments are nonrefundable.
- 1.6. Patient is responsible for accessing the services provided by the ABA upon execution of the ABA.
- 1.7. The services accessed by the ABA are subject to change without notice and may be removed at any time.
- 1.8. There may be additional costs to receive ABA services that are payable by Patient and due at the time services are rendered.
- 1.9. SFM may provide Patient’s information to third-parties for the purpose of marketing products and services not normally covered by typical health insurance, such as those related to integrative and functional medicine.
- 1.10. Patient may opt out from sharing information for marketing in Section 1.10 by notifying SFM in writing by email (contactABA@sparksfamilymedicine.com) or mail (SFM—ABA Contact, 10155 W. Twain Ave., #110, Las Vegas, NV, 89147). .

### **2. Patient Responsibilities**

- 2.1. Patient will identify to SFM staff that they have an ABA on file with SFM when accessing products and services.
- 2.2. Patient will pay for all ABA products and services at the time services are rendered.
- 2.3. Patient will make ABA payments to remain in good standing.
- 2.4. Patient must provide a credit card or banking information for recurring ABA payment.
- 2.5. Patient will notify SFM of any changes of residency, insurance or payment information.
- 2.6. Failure to keep the ABA in good standing can result in Termination in accordance with Section 5 below.
- 2.7. Patient will participate in any utilization review of ABA products and services.

### **3. Changes**

- 3.1. ABA products, services and their cost may be changed at any time.
- 3.2. The price of the ABA payments may be changed with 90-day notice, with notice provided on-line at [www.sparksfamilymedicine.com](http://www.sparksfamilymedicine.com) and posted at SFM.

### **4. Termination**

- 4.1. The ABA may be terminated by Patient by notifying SFM in writing PRIOR to the beginning of the month for which payment is due by email

(contactABA@sparksfamilymedicine.com) or mail (SFM—ABA Cancellation, 10155 W. Twain Ave., #110, Las Vegas, NV, 89147).

- 4.2. The ABA may be terminated by SFM if Patient fails to continue making ABA payments.
- 4.3. A processing fee will apply for Patient to enter into an ABA within six months of terminating a previous ABA.
- 4.4. The ABA may be terminated at any time, with Patient receiving notice of termination of the ABA and a prorated refund of any payments for time periods beyond the effective termination date of the ABA.

## 5. Miscellaneous

- 5.1. The laws of the State of Nevada shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
- 5.2. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Nevada by binding arbitration in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
- 5.3. Patient may not assign the ABA to another party.
- 5.4. The ABA is assignable by SFM only to a successor professional corporation.
- 5.5. Should any provision of this Agreement be held invalid, unenforceable, or unconstitutional by any governmental body or court of competent jurisdiction, such holding shall not diminish the validity or enforceability of any other provision hereof.
- 5.6. This Agreement constitutes the entire agreement between the parties pertaining to the ABA between Patient and SFM and supersedes all prior or contemporaneous agreements, understandings, or negotiations of the parties, but may be amended in by SFM per notice included in 3.2.
- 5.7. Patient agrees to indemnify and hold harmless SFM from and against, but not limited to, all losses, claims, damages, errors, expenses or liabilities arising from the administration of the ABA.
- 5.8. Patient authorizes Sparks Family Medicine, Ltd and its third-party vendor, (currently Hint Health) to send email or text which may include unencrypted protected health information related to patient status, supplement purchases and ABA payment.

## 6. Enrollment Information

- 6.1. The ABA is \$250 for initial registration and \$75 a month. These payments are in addition to the normal and routine charges for the visit and are payable in advance of the visit.
- 6.2. Patient's credit card or bank on file will be charged up to three days before the Patient's initially scheduled appointment and every month thereafter, unless Termination is provided by Patient in accordance with Section 4.1.
- 6.3. ABA enrollment payments are nonrefundable.

Patient Name (Print): \_\_\_\_\_ Patient #: \_\_\_\_\_

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

Patient Email: \_\_\_\_\_

Sparks Family Medicine, Ltd: Amy R. Sparks MD CC on File?  YES/ Initials \_\_\_\_\_