

DIRECT PRIMARY CARE PATIENT AGREEMENT
Bethesda Integrative Medicine

This is an Agreement between Bethesda Integrative Medicine (**Practice**), a North Carolina corporation, located at 905 Halstead Blvd. Suite 29, Elizabeth City, NC 27909. Nina Lucas, MD (**Physician**) in her capacity as an agent of **Bethesda Integrative Medicine**, and you, (**Patient**).

Background

The Physician practices family medicine, delivers care on behalf of Practice in Elizabeth City, NC. In exchange for certain fees paid by You, the Practice, 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 / Sections

1. Patient. A patient is defined as those persons for whom the Physician shall provide Services, and who are signatories to, or listed on the documents attached as Appendix 1, and incorporated by reference, to this agreement.

2. Services. As used in this Agreement, the term Services, shall mean a package of ongoing primary care services, both medical and non-Medical, and certain amenities (collectively "Services") , which are offered by Practice, and set forth in Appendix 1. The 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, and cannot guarantee that the patient will not need to seek treatment in the urgent care or emergency department setting.

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. The first monthly fee is payable upon execution of this agreement, and is in payment for the services provided to Patient during the term of this Agreement. If this Agreement is cancelled by either party before the agreement termination date, then Bethesda Integrative Medicine shall refund the Patient's prorated share of the original payment remaining after deducting individual charges for services rendered to Patient up to cancellation.

4. Non-Participation in Insurance. Patient acknowledges that neither Practice, nor the Physician participate in any health insurance or HMO plans. Physician has opted out of Medicare. Patient acknowledges that federal regulations REQUIRE that Physician opts out of Medicare so that Medicare patients may be seen by the Practice pursuant to this private direct primary care contract. Neither the Practice nor Physician make any representations regarding third party insurance reimbursement of fees paid under this Agreement. The Patient shall retain full and complete responsibility for any such determination. If the Patient is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then Patient will sign the agreement attached as Appendix 3, and incorporated by reference. This agreement acknowledges your understanding that the Physician has opted out of Medicare, and, as a result, Medicare cannot be billed for any services performed for you by the Physician. You agree not to bill Medicare or attempt Medicare reimbursement for any such services.

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 or health sharing ministry). It will not cover hospital services, or any services not personally provided by Practice, or its Physician. 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 healthcare costs. Patient acknowledges that THIS AGREEMENT IS **NOT** A CONTRACT THAT PROVIDES HEALTH INSURANCE, and this Agreement is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry. This Agreement is for ongoing primary care, and the Patient may need to visit the emergency room or urgent care from time to time. Physician will make every effort to be available at all times via phone, email, other methods such as “after hours” appointments when appropriate, but Physician cannot guarantee 24/7 availability.

6. Term. This Agreement will commence on the date it is signed by the Patient and Physician below and will extend monthly 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. The Patient may terminate the agreement with twenty-four hours prior notice, but the Practice shall give thirty days prior written notice to the Patient and shall provide the patient with a list of other Practices in the community in a manner consistent with local patient abandonment laws. Unless previously terminated as set forth above, at the expiration of the initial one-month term (and each succeeding monthly term), the Agreement will automatically renew for successive monthly terms upon the payment of the monthly fee at the end of the contract month. Examples of reasons the Practice may wish to terminate the agreement with the Patient may include but are not limited to:

- (a) The Patient fails to pay applicable fees owed pursuant to Appendix 1 and 2 per this Agreement;
- (b) The Patient has performed an act that constitutes fraud;
- (c) The Patient repeatedly fails to adhere to the recommended treatment plan, especially regarding the use of controlled substances;
- (d) The Patient is abusive, or presents an emotional or physical danger to the staff or other patients of Practice;
- (e) Practice discontinues operation; and
- (f) Practice has a right to determine whom to accept as a patient, 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).

7. Communications. You acknowledge that communications with the Physician using e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. As such, You expressly waive the Physician’s obligation to guarantee confidentiality with respect to correspondence using such means of communication. You acknowledge that all such communications may become a part of your medical records. By providing Patient’s e-mail address on the attached Appendix 1, Patient authorizes Bethesda Integrative Medicine and its Physician to communicate with Patient by e-mail regarding Patient’s “protected health information” (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPPA) of 1996 and it’s implementing regulations). By inserting Patient’s e-mail address in Appendix 1, Patient acknowledges that:

- (a) E-mail is not necessarily a secure medium for sending or receiving PHI and, there is always a possibility that a third party may gain access.
- (b) Although Bethesda Integrative Medicine and Physician will make all reasonable efforts to keep e-mail communications confidential and secure, neither Bethesda Integrative Medicine, nor the Physician can assure or guarantee the absolute confidentiality of e-mail communications;
- (c) In the discretion of the Physician, e-mail communications may be made a part of Patient's permanent medical record; and
- (d) Patient understands and agrees the e-mail is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information. **In the event of an emergency, or a situation in which the member could reasonably expect to develop into an emergency, Member shall call 911 or the nearest emergency room and follow the directions of emergency personnel.**

If Patient does not receive a response to an e-mail message within one day, Patient agrees to use another means of communication to contact the Physician. Neither Bethesda Integrative Medicine nor the Physician will be liable to Patient for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Patient as a result of technical failures, including, but not limited to, (i) technical failures attributable to any internet service provider, (ii) power outages, failure of any electronic messaging software, or failure to properly address e-mail, messages, (iii) failure of the Practice's computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of e-mail communications by a third party; or (v) your failure to comply with the guidelines regarding use of e-mail communications set forth in the paragraph.

8. Change of law If there is a change of any law, regulation or rule, federal, state or local, which affects the Agreement including these Terms & Conditions, which are incorporated by reference in the Agreement, or the activities of either party under the Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights, obligations or operations associated with the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Agreement including these Terms & Conditions. If the parties are unable to reach an agreement concerning the modification of the Agreement within forty-five days after the date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.

9. 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 that provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.

10. 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 the Services actually rendered to Patient during the period of time for which the refunded fees were paid.

11. Amendment. No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, the Physician may unilaterally amend the Agreement to the extent required by federal, state, or local law or regulation ("Applicable Law") by sending You 30 days advance written notice of any such change. Any such changes are incorporated by reference into the Agreement without the need for signature by the parties and are effective as of the date established by Bethesda Integrative Medicine, except that Patient shall initial any such change at Bethesda Integrative Medicine's request. Moreover, if Applicable Law requires this Agreement to contain provisions that are not expressly set forth in this Agreement, then, to the extent necessary, such provisions shall be incorporated by reference into this Agreement and shall be deemed a part of this Agreement as though they had been expressly set forth in the Agreement.

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

13. Legal Significance. Patient acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Patient also acknowledges having had a reasonable time to seek legal advice regarding the Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of the Agreement.

14. Miscellaneous. This Agreement shall be construed without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. Captions in the Agreement are used for convenience only and shall not limit, broaden, or qualify the text.

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter or this Agreement.

16. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of North Carolina and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the Practice address in Elizabeth City, NC.

17. SERVICE. All written notices are deemed served if sent to the address of the party written above or appearing in Exhibit A by first class U.S. Mail.

18. Patient Understandings (initial each):

- _____ This Agreement is for ongoing primary care and is NOT a medical insurance agreement.
- _____ I do NOT have an emergent medical problem at this time.
- _____ In the event of a medical emergency, I agree to call 911 first.
- _____ I do NOT expect the practice to file or fight any third party insurance claims on my behalf.
- _____ I do NOT expect the practice to prescribe chronic controlled substances on my behalf. (These include commonly abused opioid medications, benzodiazepines, and stimulants)
- _____ In the event I have a complaint about the Practice, I will first notify the Practice directly.
- _____ This Agreement is non-transferable.
- _____ I am enrolling (myself and my family if applicable) in the practice voluntarily.
- _____ I may receive a copy of this document upon request.

The parties have signed duplicate counter\parts of this Agreement on the date first written above

Patient Name _____

Patient (or Guardian) Signature _____

Physician Signature _____

Nina Lucas, MD, CEO of Bethesda Integrative Medicine