



## WILMINGTON ADULT MEDICINE - PRIVATE MEDICAL PRACTICE AGREEMENT

**Effective Date:** \_\_\_\_\_

Patient(s): \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Numbers: (home): \_\_\_\_\_

(mobile): \_\_\_\_\_

Mailing address: \_\_\_\_\_

City, State, and Zip: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Date of Birth Patient 1: \_\_\_\_\_

Date of Birth Patient 2: \_\_\_\_\_

Responsible Party: \_\_\_\_\_

☐ **PLEASE CHECK HERE IF RESPONSIBLE PARTY INFORMATION IS SAME AS PATIENT (Responsible Party and Patient(s) will be collectively referred to as "Patient" in this Agreement.)**

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Numbers: (home): \_\_\_\_\_

(mobile): \_\_\_\_\_

Mailing address: \_\_\_\_\_

City, State, and Zip: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

This is an Agreement entered into on \_\_\_\_\_, 20\_\_\_\_, by and between Wilmington Adult Medicine Stephen J Liederbach, MD, PLLC (Wilmington Adult Medicine), Stephen J Liederbach, M.D., (Physician) in his capacity as owner of Wilmington Adult Medicine, and \_\_\_\_\_, (Patient).

## **Background**

The Physician, who is Board Certified in Internal Medicine, delivers care on behalf of Wilmington Adult Medicine. In exchange for certain fees paid by the Patient, Wilmington Adult Medicine, 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.** A patient is defined as those persons for whom the Physician shall provide Services, and who are signatories to, or listed in this Agreement, and incorporated by reference, to this Agreement.

2. **Services.** As used in this Agreement, the term Services, shall mean a package of services, both medical and non-Medical, and certain amenities (collectively "Services"), which are offered by Wilmington Adult Medicine, and set forth in Appendix A.

3. **Terms.** This agreement shall commence on the date signed by the parties below and shall continue for a period of one month, automatically renewed.

4. **Fees.** In exchange for the services described herein, Patient agrees to pay Wilmington Adult Medicine, **the amount as set forth in Appendix B, attached and initialed beside Tier level choice.** This fee is payable upon execution of this agreement and is in payment for the services provided to Patient during the term of this Agreement.

Either party may terminate participation in the Private Practice with thirty (30) days written notice and any Private Practice annual fee paid by Patient shall be refunded to Patient on a pro rata basis based on the number of days Patient was enrolled in the Private Practice, after deducting individual charges for other services rendered to Patient up to cancellation.

The Private Practice may terminate this Agreement at any time should Patient 1) fail to timely pay the annual fee or statements for health care services provided; or 2) violate Private Practice policies or instructions communicated to Patient.

Participation in the Private Practice is limited to a select number of participants in order to preserve and retain the personal private character of health care services provided, and Patient's annual renewal is in the sole discretion of the Private Practice. The Private Practice reserves the right to decline to renew any annual enrollment.

5. **Non-Participation in Insurance.** Patient acknowledges that neither Wilmington Adult Medicine, nor the Physician participate in any health insurance or HMO plans or panels and has opted out of Medicare. Neither of the above make any representations whatsoever that any fees paid under this Agreement are covered by your health insurance or other third party payment plans applicable to the Patient. 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 C 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. Patient shall renew and sign the agreement in Appendix C as required by law.

**6. 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 will not cover hospital services, or any services not personally provided by Wilmington Adult Medicine, or its Physician. Patient acknowledges that Wilmington Adult Medicine 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.

**7. Term; Termination.** This Agreement will commence on the date first written above and will extend monthly thereafter. Notwithstanding the above, both Patient and Wilmington Adult Medicine shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination, upon giving 30 days prior written notice to the other party. 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 by chosen method as described in Appendix 2.

**8. Communications.** You acknowledge that communications with the Physician using e-mail, facsimile, text messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. As such, Patient expressly waives 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 this Agreement, Patient authorizes Wilmington Adult 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 (HIPAA) of 1996 and its implementing regulations) By inserting Patient's e-mail address in this Agreement, 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 the Physician will make all reasonable efforts to keep e-mail communications confidential and secure, neither Wilmington Adult 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 that 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 Patient 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 Wilmington Adult 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) Patient failure to comply with the guidelines regarding use of e-mail communications set forth in this paragraph.

**9. 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 of date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.

**10. 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.

**11. Reimbursement for services rendered.** If this Agreement is held to be invalid for any reason, and if Wilmington Adult Medicine is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay Wilmington Adult Medicine an amount equal to the reasonable value of the Services actually rendered to Patient during the period of time for which the refunded fees were paid.

**12. 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 this 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 this Agreement without the need for signature by the parties and are effective as of the date established by Wilmington Adult Medicine except that Patient shall initial any such change at Wilmington Adult 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 this Agreement.

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

14. **Relationship of Parties.** Patient and the Physician intend and agree that the Physician, in performing his duties under this Agreement, is an independent contractor, as defined by the guidelines promulgated by the United States Internal Revenue Service and/or the United States Department of Labor, and the Physician shall have exclusive control of his work and the manner in which it is performed.

15. **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.

16. **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 this Agreement are used for convenience only and shall not limit, broaden, or qualify the text.

17. **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 of this Agreement.

18. **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 Wilmington Adult Medicine's address in Wilmington, North Carolina.

19. **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. The parties have signed duplicate counterparts of this Agreement on the date first written above.

Wilmington Adult Medicine, Direct Primary Care Internal Medicine Practice

By \_\_\_\_\_ Stephen J Liederbach, M.D., President  
of Wilmington Adult Medicine Stephen J Liederbach, MD, PLLC

Printed Name \_\_\_\_\_

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

Printed Name \_\_\_\_\_

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

## Appendix A

### Services and Payment Terms

1. **Medical Services.** As used in this Agreement, the term Medical Services shall mean those medical services that the Physician, himself is permitted to perform under the laws of the State of North Carolina and that are consistent with his training and experience as an internal medicine, board certified physician, as the case may be. Patient shall also be entitled to an annual in-depth "wellness examination and evaluation," which shall be performed by the Physician, and include the following:

- Health Risk Assessment
- Pulmonary Function Testing\*\*
- EKG\*\*
- Comprehensive Lab Screening\*
- Psychosocial Screening
- Custom Wellness Plan to Include Exercise and Dietary Plan

\* Some restrictions apply

\*\* If indicated

Subscription to a Personal Health Records (PHR) platform (collectively "PHR Support") which includes Personal assistance with data management for the PHR including:

- Tracking chronic medical conditions
- Health measurements such as height/weight and BMI
- Blood pressure
- Medications and allergies
- Emergency contact information
- Results of most recent physical or wellness visit
- Dates and results of tests and screenings
- Major illnesses and surgeries
- Family illness history
- Exercise and diet regimes
- Wellness and prevention education

The Physician may from time to time, due to vacations, sick days, and other similar situations, not be available to provide the services referred to above in this paragraph. During such times, Patient calls to the Physician, or to the Physician's office, will be responded to in a timely manner by phone, email or text (depending on Membership Tier, as outlined in Appendix B.

2. **Non-Medical, Personalized Services.** Wilmington Adult Medicine shall also provide Patient with the following non-medical services ("**Non-Medical Services**"):

(a) **24/7 Access.** Tier 3 Patient shall have access to the Physician via email, direct telephone / text messaging on a twenty-four hour per day, seven days per week basis. Tier 3 Patient shall be given a phone number where patients may reach the Physician directly around the clock. During the Physician's absence for vacations, continuing medical education, illness, emergencies, or days off, patient may still communicate by phone, text or email.

(b) **E-Mail Access.** Patient shall be given the Physician's e-mail address to which non-urgent communications can be addressed. Such communications shall be dealt with by the Physician or staff member of the Practice in a timely manner. Patient understands and agrees that email and the internet should never be used to access medical care in the event of an emergency, or any situation that Patient could reasonably expect may develop into an emergency. Patient agrees that in such situations, when a Patient cannot speak to Physician immediately in person or by telephone, that Patient shall call 911 or go to the nearest emergency medical assistance provider, and follow the directions of emergency medical personnel.

(c) **No Wait or Minimal Wait for Appointments.** Every effort shall be made to assure that Patient is seen by the Physician immediately upon arriving for a scheduled office visit or after only a minimal wait.

(d) **Same Day/Next Day Appointments.** When Patient calls the Physician prior to noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule an appointment with the Physician on the same day. If the patient calls or e-mails the Physician after noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule Patient's appointment with the Physician on the following normal office day. In any event, however, Wilmington Adult Medicine shall make every reasonable effort to schedule an appointment for the Patient on the same day that the request is made.

(e) **Home Visits.** Patient may request that the Physician see Patient in Patient's home or office, and in situations where the Physician considers such a visit reasonably necessary and appropriate, he will make every reasonable effort to comply with Patient's request. There will be an additional \$150 charge for Home Visits.

(f) **Visitors.** Family members\* temporarily visiting a member Patient from out of town may be seen by the Physician. Medical services rendered to Patient's visitors shall be charged on a fee -for-service basis as outlined in Appendix B.

**\*Family members who are Medicare beneficiaries must be covered by a Medicare opt out and waiver agreement in order to be treated by Physician at Wilmington Adult Medicine.**

(g) **Specialists.** Wilmington Adult Medicine Physician shall coordinate with medical specialists to whom Patient is referred to assist Patient in obtaining specialty care. Patient understands that fees paid under this Agreement do not include and do not cover specialists' fees or fees due to any medical professional other than the Wilmington Adult Medicine Physician.

(h) **Membership Fees:** See Appendix B

(i) **Patient Understandings:**

- 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 and I am enrolling in Practice voluntarily.
- I understand that I am enrolling in a membership-based practice that will bill me monthly or annually if fee paid upfront annually.
- In the event of a medical emergency, I agree to call 911 first.
- I understand Physician at Wilmington Adult Medicine will make every effort to be available but may not always be able to see me on a same-day basis. I may be referred to an urgent care for same-day service.
- I do NOT expect the practice to file or fight any third party insurance claims on my behalf.
- This Agreement is non-transferable.
- I do NOT expect the practice to prescribe chronic controlled substances on my behalf. (These include commonly abused opioid medications, benzodiazepines, and stimulants).
- I understand failure to pay the membership fee will result in termination from the Practice.

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

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



## APPENDIX B

### Wilmington Adult Medicine Membership Fees

#### Enrollment Fees

**One-Time Enrollment Fee** - \$99 per patient (paid upfront) – waived for current patients of Wilmington Adult Medicine

**Re-Enrollment Fee** - \$250 if Patient terminates Agreement and wishes to re-instate membership less than one year from date of initial enrollment. New Agreement will be required to re-instate membership.

#### Membership Monthly / Annual Fees

##### Tier 1 - Wellness Plan (young adults age 18-30, without complex medical issues)

\_\_\_\_\_ \$50 per month

\_\_\_\_\_ \$550 if paid upfront annually --- ANNUAL SAVINGS \$50

- Services included as outlined in Agreement with following limitations:
  - Appointments limited to 12 visits per year
  - 24/7 Direct access to Physician via **e-mail**

##### Tier 2 – Wellness Plus Plan (age 31+ OR age 18-30 with more complex medical issues)

\_\_\_\_\_ \$99 per month

\_\_\_\_\_ \$1,100 if paid upfront annually --- ANNUAL SAVINGS \$88

- Services included as outlined in Agreement **PLUS**:
  - Appointments limited to 12 visits per year
  - 24/7 Direct access to Physician via **e-mail**

##### Tier 3 – Wellness Premier Plan (age 18+)

\_\_\_\_\_ \$135 per month

\_\_\_\_\_ \$1,500 if paid upfront annually --- ANNUAL SAVINGS \$120

- Services included as outlined in Agreement **PLUS**:
  - **Unlimited** annual visits
  - 24/7 Direct access to Physician via **e-mail, phone and text messaging**

**Home Visits - \$150 per visit**

**Out of Town Guests of Members - \$150**

#### Discounted Rates for Couples

##### Tier 2 – both spouses

\_\_\_\_\_ \$180 per month

\_\_\_\_\_ \$2,000 if paid upfront annually – ANNUAL SAVINGS OF \$160

##### Tier 3 – both spouses

- \_\_\_\_\_ \$260 per month
- \_\_\_\_\_ \$2,900 if paid upfront annually --- ANNUAL SAVINGS OF \$220

**NOTE:** ACH from bank account (no additional fee); Credit Card or Debit Card (3% Additional Fee)

## APPENDIX C

### Medicare Opt Out Agreement

This agreement (“**Agreement**”) is entered into by and between **Wilmington Adult Medicine Stephen J Liederbach, MD**, a Wilmington, North Carolina professional corporation, owned and operated by Dr. Stephen Liederbach, (the “**Physician**”), whose principal medical office is located at 3806 Peachtree Avenue, Suite 110 Wilmington, NC, and \_\_\_\_\_, a beneficiary enrolled in Medicare Part B (“**Beneficiary**”), who resides at \_\_\_\_\_.

#### Introduction

The Balanced Budget Act of 1997 allows physicians to “opt out” of Medicare and enter into private contracts with patients who are Medicare beneficiaries. In order to opt out, physicians are required to file an affidavit with each Medicare carrier that has jurisdiction over claims that they have filed (or that would have jurisdiction over claims had the physicians not opted out of Medicare). In essence, the physician must agree not to submit any Medicare claims nor receive any payment from Medicare for items or services provided to any Medicare beneficiary for two years.

This Agreement between Beneficiary and Physician is intended to be the contract physicians are required to have with Medicare beneficiaries when physicians opt-out of Medicare. This Agreement is limited to the financial agreement between Physician and Beneficiary and is not intended to obligate either party to a specific course or duration of treatment.

#### Physician Responsibilities

- (1) Physician agrees to provide Beneficiary such treatment as may be mutually agreed upon and at mutually agreed upon fees.
- (2) Physician agrees not to submit any claims under the Medicare program for any items or services, even if such items or services are otherwise covered by Medicare.
- (3) Physician agrees not to execute this contract at a time when Beneficiary is facing an emergency or urgent healthcare situation.
- (4) Physician agrees to provide Beneficiary with a signed copy of this document before items or services are furnished to Beneficiary under its terms. Physician also agrees to retain a copy of this document for the duration of the opt-out period.
- (5) Physician agrees to submit copies of this contract to the Centers for Medicare and Medicaid Services (CMS) upon the request of CMS.

#### Beneficiary Responsibilities

- (1) Beneficiary agrees to pay for all items or services furnished by Physician and understands that no reimbursement will be provided under the Medicare program for such items or services.
- (2) Beneficiary understands that no limits under the Medicare program apply to amounts that may be charged by Physician for such items or services.
- (3) Beneficiary agrees not to submit a claim to Medicare and not to ask Physician to submit a claim to Medicare.

(4) Beneficiary understands that Medicare payment will not be made for any items or services furnished by Physician that otherwise would have been covered by Medicare if there were no private contract and a proper Medicare claim had been submitted.

(5) Beneficiary understands that Beneficiary has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and that Beneficiary is not compelled to enter into private contracts that apply to other Medicare-covered items and services furnished by other physicians or practitioners who have not opted out of Medicare.

(6) Beneficiary understands that Medigap plans (under section 1882 of the Social Security Act) do not, and other supplemental insurance plans may elect not to, make payments for such items and services not paid for by Medicare.

(7) Beneficiary understands that CMS has the right to obtain copies of this contract upon request.

### **Medicare Exclusion Status of Physician**

Beneficiary understands that Physician has not been excluded from participation under the Medicare program under section 1128, 1156, 1892, or any other sections of the Social Security Act.

### **Duration of the Contract**

This contract becomes effective on January 1, 2025, and will continue in effect until January 1, 2026. Either party may terminate treatment with reasonable notice to the other party. Notwithstanding this right to terminate treatment, both Physician and Beneficiary agree that the obligation not to pursue Medicare reimbursement for items and services provided under this contract will survive this contract.

### **Successors and Assigns**

The parties agree that this agreement will be fully binding on their heirs, successors, and assigns.

Physician and Beneficiary intend to be legally bound by signing this agreement on the date set forth below.

### **Wilmington Adult Medicine Stephen J Liederbach, MD, PLLC**

By \_\_\_\_\_  
Dr. Stephen J Liederbach

\_\_\_\_\_  
Date Signed by Physician and Professional Corporation

Name of Beneficiary (printed) \_\_\_\_\_

Signature of Beneficiary \_\_\_\_\_

Date Signed \_\_\_\_\_