



## PATIENT AGREEMENT

AccessMedicine, P.A.

This is an Agreement between AccessMedicine, P.A., located at 112 West Main Street, Williamston, NC, (**AccessMedicine**), Steven Manning, MD (**Physician**) in his capacity as an agent of AccessMedicine, and you,

\_\_\_\_\_  
(Patient).

### Background

The Physician, practices family medicine, delivers care on behalf of the Practice, AccessMedicine, P.A. in exchange for certain fees paid by you. The practice, through its Physician(s), 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 the Practice, and set forth in Appendix 1 and 2. The Patient will be provided with methods to contact the physician via phone, email, text, 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 and 2, attached. Applicable enrollment fees are payable upon execution of this agreement. If this Agreement is terminated by either party before the end of an applicable monthly period, then the Practice shall seek only partial payment for the final month of service based on the number of days of membership provided to the patient and the itemized charges, set forth in Appendix 2, for services rendered to Patient up to the date of termination.

**4. Non-Participation in Insurance.** Patient acknowledges that neither Practice, nor the Physician(s) participate in any health insurance or HMO plans. Physicians have opted out of Medicare. Patient acknowledges that federal regulations REQUIRE that Physicians opt 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(s) 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(s). 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). It will not cover hospital services, or any services not personally provided by the Practice, or its Physician(s). Patient acknowledges that the Practice has advised that the 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, text, video or 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 the 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 terminate a patient without cause as long as the termination is handled appropriately (without violating patient abandonment laws).

**7. Privacy & Communications.** You acknowledge that communications with the Physician using phone (land-line and cellular), email, text, video, facsimile, and instant or direct messaging, are not guaranteed to be secure or confidential methods of communication. By signing this agreement you consent to the use of these non-secure modes of communication. 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 email address, cell phone number, and/or instant messaging information, Patient authorizes Practice, and its Physicians to communicate with Patient by phone, email, text, video, and instant or direct messaging, 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). You acknowledge that:

- (a) Phone, email, text, video, and instant or direct messaging 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 Practice and the Physician will make all reasonable efforts to keep communications confidential and secure, neither Practice, nor the Physician can assure or guarantee the absolute confidentiality of any communications;
- (c) At the discretion of the Physician, phone, email, text, video, and instant or direct messaging communications may be made a part of Patient's permanent medical record; and,
- (d) Patient understands and agrees that email, text, video, and instant or direct messaging 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 Patient could reasonably expect to develop into an emergency, Patient shall call 911 or the nearest Emergency room, and follow the directions of emergency personnel.

If Patient does not receive a response to a voice message, email, text, or instant or direct message within one day, Patient agrees to use another means of communication to contact the Physician. Neither Practice, 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 email messages, (iii) failure of the Practice's computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of communications by a third party; or (v) your failure to comply with the guidelines regarding use of email, text, video, and instant or direct messaging communications set forth in this paragraph.

When possible, the practice will make an effort to secure all communications via passwords and other protective means and these will be discussed in an annually updated Health Insurance Portability and Accountability Act (HIPAA) "Risk Assessment" (subject to change). The practice will make an effort to promote the utilization of the most secure methods of communication, such as software platforms with data encryption, HIPAA familiarity, and a willingness to sign HIPAA Business Associate Agreements. 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 phone (land-line and cellular), email, text, video, facsimile, and instant or direct messaging will be made available to the patient. If the Patient initiates a conversation in which the Patient discloses "Protected Health Information (PHI)" on one or more of these communication platforms then the Patient has authorized the Practice to communicate with the Patient regarding PHI in the same format.

**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 that 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 the 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 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 Williamston, North Carolina.

**Patient Understandings:**

Initial

\_\_\_\_\_ 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.

\_\_\_\_\_ In the event I have a complaint about the Practice I will first notify the Practice directly.

\_\_\_\_\_ I consent to the use of potentially non-secure modes of communication with the Practice such as phone (land-line and cellular), email, text, video, facsimile, and instant or direct messaging. I also acknowledge and consent that these communications with the Practice may contain my Protected Health Information.

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.

Executed on: Date \_\_\_\_\_

By: \_\_\_\_\_

Patient or his/her legal representative

And: \_\_\_\_\_

On behalf of AccessMedicine, P.A.

## APPENDIX 1

### Fee Schedules

This Agreement is for ongoing primary care. This Agreement is NOT HEALTH INSURANCE and is NOT A HEALTH MAINTENANCE ORGANIZATION. The Patient may need to use the care of specialists, emergency rooms, and urgent care centers that are outside the scope of this Agreement. Each Physician within the Practice will make an appropriate determination about the scope of primary care services offered by the Physician. Examples of common conditions we treat, procedures we perform, and medications we prescribe are available on our website [www.accessmedicine.co](http://www.accessmedicine.co) and are subject to change.

### MEMBERSHIP FEES

**Enrollment Fee** This is charged when the Patient enrolls with the Practice and is nonrefundable. This fee is equivalent to the first months periodic fee and paid at the time of enrollment. This is subject to change. If a patient discontinues membership and wishes to re-enroll in the practice we reserve the right to decline re-enrollment or to require that the re-enrollment fee reflect an amount equivalent to the months of absent payments when dis-enrolled from the Practice.

The Enrollment fee is \$25 for age newborn to 19 and \$50 for age 20 and older.

**Monthly Periodic Fee** (billed at the end of the service period) This fee is for ongoing primary care services. Your number of office visits, virtual visits (e-mail, text, electronic, phone, video) are not capped. We prefer that you schedule office visits more than 24 hours in advance when possible. Some ancillary services will be passed through "at cost" (based on our actual acquisition costs of supplies or services). Examples of these ancillary services include laboratory testing, radiologic testing, and dispensed medications and these are described in Appendix 2. Many services available in our office (such as EKGs) are available at no additional cost to you. Items available at no additional cost for members as well as some services that may be an additional fee will be listed on our website [www.accessmedicine.co](http://www.accessmedicine.co) and are subject to change.

The monthly periodic fee is **\$25** per month for patients age newborn to 19; **\$50** per month for patients age 20 and older; **\$90** per month for married couples; **\$100** per month for families (both parents and children). When accompanied by one parent membership, the periodic fee for patients age newborn to 19 will decrease to **\$10** per month.

The periodic fee is due at the end of the month and will be billed at the end of the month (after the ongoing primary care has been provided). The patient is entitled to leave the practice at any time and be assigned a prorated final bill based upon the date of withdrawal from the practice.

### After-Hours Availability

There is no guarantee of after-hours availability. This agreement is for ongoing primary care, not emergency or urgent care. However, your physician will make every reasonable effort to be available to you as needed on a 24/7 basis.

### **Acceptance of Patients**

We reserve the right to accept or decline patients based upon our capability to appropriately handle the patient's primary care needs. We may decline new patients pursuant to the guidelines proffered in Section 6 (Term), because the Physician's panel of patients is full, or because the patient requires medical care not within the Physician's scope of services.

### **NON-MEMBER FEES**

The Practice may offer non-member fees (or one-time visit fees) on an as needed basis and does not constitute ongoing primary care. Patients who elect to be seen as a non-member will pay **\$70** per visit and all additional itemized fees for any services provided by the Practice. In order to provide the very best care possible, it is the policy of the Practice that patients who need ongoing primary care be seen by the Practice as a member with applicable Membership Fees as stated above. Patients who are currently signed up as a non-member and need ongoing primary care will be transitioned to membership.

## APPENDIX 2

### Itemized Fees

**Ongoing Primary Care** is included with the Periodic Fee as described in Appendix 1. Please see a list of some of the chronic conditions we routinely treat on the Practice website. (subject to change) [www.accessmedicine.co](http://www.accessmedicine.co).

**In-Office Procedures** (subject to change) will be listed on the Practice website ([www.accessmedicine.co](http://www.accessmedicine.co)) and are available at no additional cost to members. Additional fees may apply for non-members.

**Laboratory Studies** will be drawn in the office and charged the same rate the lab provides to the practice. Additional fees may apply for non-members.

**Medications** will be ordered in the most cost effective manner possible for the Patient. If we dispense medications in the office these medications will be made available at cost without any significant markup in price.

**Pathology studies** (typically skin biopsies) will be ordered in the most economical manner possible. Anticipated prices for these studies (subject to change) are listed on the Practice website [www.accessmedicine.co](http://www.accessmedicine.co). The cost of pathology studies will be charged to the patient the same rate as charged to the practice.

**Radiology studies** will be ordered in the most cost effective manner possible for the Patient.

**Surgery and specialist consults** will be ordered in the most cost effective manner possible for the Patient. As part of membership, patients have access to over 120 specialists through an electronic consult service known as **RubiconMD**. The practice will utilize this service for members as needed in order to provide comprehensive care when a specialists expertise is needed. This service may save patients significant amounts of money and time in avoiding unnecessary referrals, however utilization of this service does not substitute a specialist referral when needed.

**Vaccinations** are offered on a limited basis in our office at this time due to the cost prohibitive nature of stocking a significant supply. When necessary, we will make an effort to help you obtain needed vaccinations elsewhere in the most cost effective manner possible.

**Hospital Services** are NOT covered by our membership plan. However, Dr. Manning retains privileges at Martin General Hospital and can facilitate direct admissions when deemed appropriate.



## APPENDIX 3

### Medicare Patient Understandings

This agreement is between AccessMedicine, P.A. and

Medicare Beneficiary: \_\_\_\_\_

Who resides at: \_\_\_\_\_

with: \_\_\_\_\_

Medicare ID #: \_\_\_\_\_

Patient is a Medicare Part B beneficiary seeking services covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997. The Practice has informed Beneficiary or his/her legal representative that Physician(s) at the Practice have opted out of the Medicare program. The Physician(s) in the Practice have not been excluded from participating in Medicare Part B under [1128] 1128, [1156] 1156, or [1892] 1892 of the Social Security Act.

Beneficiary or his/her legal representative agrees, understands and expressly acknowledges the following:

#### Patient Understandings (initial each):

Initial

\_\_\_\_\_ Beneficiary or his/her legal representative accepts full responsibility for payment of the physician's charge for all services furnished by the physician.

\_\_\_\_\_ Beneficiary or his/her legal representative understands that Medicare limits do not apply to what the physician may charge for items or services furnished by the physician.

\_\_\_\_\_ Beneficiary or his/her legal representative agrees NOT to submit a claim to Medicare or to ask the physician to submit a claim to Medicare.

\_\_\_\_\_ Beneficiary or his/her legal representative understands that Medicare payment will not be made for any items or services furnished by the physician that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.

\_\_\_\_\_ Beneficiary or his/her legal representative enters into this contract with the knowledge that he/she has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and the beneficiary is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other physicians or practitioners who have not opted out.

\_\_\_\_\_ Beneficiary or his/her legal representative understands that Medi-Gap plans do not, and that other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.

\_\_\_\_\_ Beneficiary or his/her legal representative acknowledges that the beneficiary is not currently in an emergency or urgent health care situation.

\_\_\_\_\_ Beneficiary or his/her legal representative acknowledges that a copy of this contract has been made available to them.