

Magnolia Medicine, PLLC
Doctor-Patient Agreement

This Agreement is entered into by and between Magnolia Medicine, PLLC, a North Carolina Professional Limited Liability Company (Magnolia Medicine, Clinic, Us or We), Johanna H. Sampson, M.D.(Physician) in her capacity as an agent of Magnolia Medicine and the undersigned patient (Member, Patient or You).

Magnolia Medicine is a Direct Primary Care medical practice, which delivers primary care services through its providers at 600 Wade Avenue, Raleigh, NC 27605. In exchange for certain fees paid by You, Magnolia Medicine, through its Physicians agrees to provide Member the services set forth in this agreement on the terms and conditions contained in this Agreement.

Definitions

1. **Patient.** In this Agreement, “Patient” or “Member” means the persons for whom the Physician shall provide care.
2. **Services.** In the Agreement, “Services,” means the collection of services, offered to you by US in this Agreement. These Services are listed in Appendix A, which is attached and part of this Agreement.

Agreement

3. **Term.** This Agreement shall commence on the date signed by the parties below.
4. **Renewal.** The Agreement will automatically renew, unless either party cancels the Agreement by giving 30 days written cancellation notice.
5. **Termination.** Regardless of anything written above, Patient and Magnolia Medicine 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.
6. **Fees.** In exchange for the services described herein, Patient agrees to pay Magnolia Medicine, the amount as set forth in Appendix A, attached.
7. **Payments and Refunds – Amount and Methods.** In exchange for the Services (see Appendix A), Patient agree to pay Us, a monthly fee in the amount that appears Appendix A, which is attached and is Part of this Agreement.

a. The first monthly fee is payable when you sign the Agreement and is due the fifth of each month thereafter.

b. The Parties agree that the required method of monthly or annual payment of membership dues and incidental expenses shall be through automatic payment by a credit card, automatic bank draft or debit.

c. If this Agreement is cancelled by either party before the Agreement ends, we will refund to You the unused portion of your fee on a per diem basis.

8. **Non-Participation in Insurance.** Our physicians do not participate in any health insurance or HMO plans or panels and have opted out of Medicare. We do not represent that you will receive reimbursement from any third-party payer for medical care at Magnolia Medicine and we cannot create custom invoices for the purpose of seeking third-party reimbursement. The Patient shall retain full and complete responsibility for any such determination. If we incur fees to complete insurance paperwork for orders and prescriptions such as prior authorizations, you may be charged for those administrative services.
9. **Medicare Opt Out** If the Patient is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then Patient acknowledges that the Physician has opted out of Medicare, and as a result, Medicare cannot be billed for any services performed for you by the Physicians at Magnolia Medicine. You agree not to bill Medicare or attempt Medicare reimbursement for any such services and will sign the Medicare Opt Out and Waiver Agreement, as required by law. _____ **(Initial)** It is the Patient's responsibility to determine whether reimbursement is available from a private, non-governmental insurance plan or HSA and to submit any required billing_____ **(Initial)**
10. **Insurance or Other Medical Coverage.** 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 Physician. Magnolia Medicine advises Patient to 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.

We are not in-network with any government or insurance program and the charges from our office are billed according to the payment terms outlined in this agreement. We are not a fee-for-service clinic, and our medical care is not shaped to meet insurance reimbursement requirements. Our office invoices are reflective of our billing as a membership-based clinic.

11. **Communications.** The Patient acknowledges 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, the 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, Patient authorizes 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 Exhibit 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 and the Physician will make all reasonable efforts to keep e-mail communications confidential and secure, the Physician cannot 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, 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. The Physician will not 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 this paragraph

12. **Change of Law.** If there is a change of any law, regulation or rule, federal, state or local, which materially affects the terms of this Agreement, the parties agree to amend this Agreement to comply with the law.
13. **Notices.** All written notices are deemed served if sent to the address of the party written above or appearing in the Patient Enrollment by first class U.S. mail
14. **Amendment.** No amendment of this Agreement shall be binding on a party unless it is in writing and signed by all the parties. Except for amendments made in compliance with Section 11, above.
15. **Assignment.** This Agreement, and any rights You may have under it, may not be assigned or transferred by You.
16. **Legal Significance.** You acknowledge that this Agreement is a legal document and gives the parties certain rights and responsibilities. You also acknowledge that You have had a reasonable time to seek legal advice regarding the Agreement and have either chosen not to do so or have done so and are satisfied with the terms and conditions of the Agreement.
17. **Entire Agreement.** This Agreement contains the entire agreement between the parties and replaces any earlier understanding and agreements whether they are written or oral.
18. **Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of North Carolina. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the Clinic in Raleigh, North Carolina.

Magnolia Medicine, PLLC

By _____
Johanna H. Sampson, M.D.,
Magnolia Medicine, PLLC

Signature of Patient

Name of Patient (Printed)

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 is permitted to perform under the laws of the State of North Carolina and that are consistent with her training and experience as a physician.
2. **Covered Medical Services.** Members shall be entitled to an annual physical which shall be performed by the Physician, and may include the following, as appropriate:
 - a. Detailed review of medical, family and social history and update of medical record
 - b. Personalized Health Risk Assessment utilizing current screening guidelines
 - c. Preventative health counseling, which may include weight management, smoking cessation, behavior modification, stress management.
 - d. Custom Wellness Plan to include recommendations for immunizations, additional screening tests/evaluations, fitness and dietary plans
 - e. Complete physical exam
 - f. Routine well-woman exams/breast exam/pap smear
 - g. Routine labs and testing as determined by Physician
 - h. **Non-medical, Personalized Services:** Magnolia Medicine shall also provide Members with the following non-medical services:
 - i. **After-hours Access.** Members shall have access to the Physician for guidance regarding concerns that arise unexpectedly after office hours. Video chat and text messaging may be utilized when the Physician and Member agree that it is appropriate.
 - j. **Physician Absence.** From time to time, due to vacations, illness, professional education or personal emergency, the Physician may be temporarily unavailable to provide the services referred to above.
 - k. **Email access.** Members shall be given the Clinic's email address to which non-urgent communication can be addressed. Such communications shall be dealt with by the Physician or staff member 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 the Member could reasonably expect may develop into an emergency. Patient agrees that in such situations, when a Member cannot speak to Physician immediately in person or by

telephone, that the Member shall call 911 or the nearest emergency medical assistance provider and follow the directions of emergency medical personnel.

- l. **Minimal Wait Appointments.** Reasonable effort shall be made to assure that Members are seen by the Physician quickly upon arriving for scheduled office visits.
 - m. **Same Day/Next Day Sick Appointments.** We will make every reasonable effort to see members the same business day or the next business day for unexpected medical issues.
 - n. **Specialists Coordination.** We will coordinate with medical specialists to whom the Member is referred to assist the Member in obtaining specialty care. Members understand 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 Magnolia Medicine physician.
3. **Medical services with additional fees.** Members are entitled to services such as minor procedures, flu shots, in-office testing, and labs at a reduced fee. Our pricing is transparent and can be provided for any non-covered good or service.
4. **Fees.** The current membership fee schedule is as follows:

<u>Membership Category</u>	<u>Fee</u>
Primary Care	\$99/month
3 immediate family members	\$89/person/month
Primary Care with Hormone Therapy	\$148/month
Primary Care & Weight Loss Management.	\$148/month
Weight Loss Management Alone	\$79/month (plus \$149 consult fee)
Hormone Therapy Alone	\$99/month (plus \$299 consult fee)

5. **Other pricing information:**

Member pricing:

After hours calls and virtual visits: Included

Labs and testing: Members are charged our discounted price

Procedures: transparent pricing will be provided for minor procedures such as laceration repair (sutures), joint injections, and minor skin procedures

6. **Registration and Rejoining Fee.** This is a \$199 fee to enroll as a member. If you cancel your membership and then wish to re-enroll, this is subject to approval and space

available. If you leave and wish to re-join you will rejoin at the current new member rate and pay a re-enrollment fee \$199.