



DIRECT PRIMARY CARE PATIENT AGREEMENT

Magnolia Medicine, PLLC.

This is an Agreement between Magnolia Medicine a North Carolina PLLC, located at 4004 Barrett Drive, Suite 101, Raleigh, NC 27608. Johanna Sampson, MD in her capacity as an agent of Magnolia Medicine, PLLC. and you, _____ (**Patient**).

Background

The Physician, practices family medicine, delivers care on behalf of Magnolia Medicine in Raleigh, North Carolina. In exchange for certain fees paid by You, Magnolia Medicine PLLC, through its Physician(s), agrees to provide Patient(s) with the Services described in this Agreement on the terms and conditions set forth in this Agreement. The practice website is magnoliamedicinedpc.com.

Definitions

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 and 2. 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 and 2, attached. Applicable enrollment fees are payable upon execution of this agreement.

A. **NONPAYMENT.** In the event that the Patient is unable to pay the monthly Membership Fee in full and on time, the Practice may, in its sole discretion, terminate this Membership Agreement in accordance with section 6A. It is the Patient's responsibility to maintain a correct and up-to-date credit/debit card number on file.

B. **CHANGES TO MEMBERSHIP FEE SCHEDULE.** The Practice may amend the Membership Fee Schedule at any time, as it may determine in its sole discretion, upon providing Patient at least 60 days' advance written notice.

4. Non-Participation in Insurance. Patient acknowledges that neither Practice, nor the Physicians 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 Physicians 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). It will not cover hospital services, emergency room visits, specialists care, imaging or laboratory services conducted by a third party, or any services not personally provided by Practice, or its Physicians. 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**, in isolation does NOT meet the insurance requirements of the Affordable Care Act, and 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. Termination of this Membership Agreement shall cause the termination of Patient’s membership in the Membership Program described herein.

A. **TERMINATION BY PRACTICE.** The Practice may terminate this Membership Agreement upon providing Patient advance written notice. Termination will be effective starting five business days after notification. Magnolia Medicine shall provide the patient with a list of other Practices in the community in a manner consistent with local patient abandonment laws. Upon termination, the Practice shall cooperate in the transfer of Patient’s medical records to the Patient’s new primary care physician, upon the Patient’s written request and direction.

B. **TERMINATION BY PATIENT.** Patient may terminate this Membership Agreement at any time and for any reason, upon providing advance written notice to Practice. Such termination shall be effective on the last day of the then-current calendar month. Membership Fees shall not be pro-rated for any terminal month. Monthly Membership Fees will continue to accrue until Patient’s written notice of termination is received by Practice at its office location set forth above.

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. REINSTATEMENT. In the event Patient terminates this Membership Agreement after the Effective Date hereof, Patient shall be ineligible for membership for a period of six (6) months following the effective date of termination, unless Patient pays a fee in the amount of five hundred dollars (\$600.00) ("Reinstatement Fee")

8. Privacy & 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. The practice will make an effort to secure all communications via passwords and other protective means. 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 email, may be made available to the patient.

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. INDEMNIFICATION. Patient agrees to indemnify and to hold the Practice and its members, officers, directors, agents, and employees harmless from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses, including interest, penalties, attorney fees, etc. which are imposed upon or incurred by the Practice as a result of the Patient's breach of any of Patient's obligations under this Agreement.

12. ENTIRE AGREEMENT. This Membership Agreement constitutes the entire understanding between the parties hereto relating to the matters herein contained and shall not be modified or amended except in a writing signed by both parties hereto.

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 Raleigh, North Carolina.

12. 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.
- _____ In the event I have a complaint about the Practice I will first notify the Practice directly.
- _____ This Agreement (without a “wrap around” compliant insurance policy) does not meet the individual insurance requirement of the Affordable Care Act.
- _____ I am enrolling (myself and my family if applicable) in the practice voluntarily.
- _____ I may receive a copy of this document upon request.
- _____ This Agreement is non-transferable.

Patient Name _____

Patient (or Guardian) Signature _____

Physician Name Johanna Sampson, MD

Physician Signature _____

APPENDIX 1 Magnolia Medicine Periodic & Enrollment Fees, and A la Cart Fees

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 listed on our website and are subject to change.

Membership Fee and Schedule

Enrollment Fee for Primary Care Services – This is charged when the Patient enrolls with the Practice and is nonrefundable. This fee 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 a \$600 re-enrollment fee.

- Your Enrollment fee is \$199
- There is an enrollment Maximum of \$398 for families (3 or more, immediate family members)

Monthly Periodic Fee (billed on the 5th day of each month)– This fee is for ongoing primary care services. Your number of in-person and virtual visits (e-mail, electronic, phone) are not capped. We prefer that you schedule visits more than 24 hours in advance when possible. Some ancillary services will be passed through “at cost” (no markup by us). Examples of these ancillary services include laboratory testing, and radiologic testing. Dispensed medications, injections and vaccines carry a small stocking fee in addition to the medication price, and these are described in Appendix B. Many services available in our office (such as EKGs) are available at no additional cost to you. Items available at no additional cost will be listed on our website and are subject to change.

- The monthly periodic fee for Primary Care is \$99 per month (due on the 5th day of the month of service).
- The monthly periodic fee for Primary Care for a family of 3 or more is \$89/person per month (due on the 5th day of the month of service).
- The monthly periodic fee for Primary Care with Hormone Therapy and Sexual Health Management is \$137 per month (due on the 5th day of the month of service).
- The monthly periodic fee for Primary Care with Weight Loss Management is \$147 per month (due on the 5th day of the month of service).

A la Carte Services

Hormone & Sexual Health There is a one time consultation fee of \$299. The monthly periodic fee for ongoing management is \$99 per month (due on the 5th day of the month of service). This includes a thorough consultation and exam, with visits every 3-6 weeks. Once optimization is reached, we will continue to prescribe/dispense medications and monitor for changes in symptoms or treatment guidelines. Prescription and non-prescription treatments will either be prescribed or

sold at cost with a stocking fee. Patient is responsible for the laboratory fee when labs are indicated. **Diagnostic lab test fees are available at significant discount to members.

Physician Supervised Weight Loss Management There is a one time consultation fee of \$149. The monthly periodic fee is \$79 per month (due on the 5th day of the month of service). This includes a thorough consultation and exam, follow up visits every 4-8 weeks and regular email or phone check-ins. Prescription and non-prescription treatments will either be prescribed or sold at cost with a stocking fee. Patient is responsible for the laboratory fee when labs are indicated. **Diagnostic lab test fees are available at significant discount to members.

Travel Medicine A fee of \$99 per visit. Prescriptions, vaccines and non-prescription treatments will either be prescribed or sold at cost with a stocking fee.

Physicals A fee of \$49 per physical (school, sports, camp, pre-placement, etc.)

After-Hours Visits

There is no guarantee of after-hours availability. This agreement is for ongoing primary care, not emergency or urgent care. Your physician will make reasonable efforts to see you as needed after hours if your physician is available.

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 (capped at 500 patients or fewer), or because the patient requires medical care not within the Physician's scope of services.

Appendix 2 Magnolia Medicine Itemized Fees

Ongoing Primary Care is included with the Periodic Fee described in Appendix 1. Please see a list of some of the chronic conditions we routinely treat on the Practice website (subject to change). There are no itemized fees for office visits unless the patient has more than twenty scheduled in-office visits in a calendar year.

In-Office Procedures we are generally comfortable performing the procedures listed on the Practice website. These are typically available at no additional cost unless otherwise designated, and these are also subject to change.

Laboratory Studies Patient will be charged according to the direct price rate we have negotiated with the lab. An example of common laboratory studies and their prices (subject to change) are listed on the practice website.

Medications will be ordered in the most cost effective manner possible for the Patient. When we dispense medications in the office these medications will be made available to the patient at wholesale cost with a stocking fee and possibly an injection fee.

Pathology studies (most commonly 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.

Radiology studies will be ordered in the most cost effective manner possible for the Patient. Commonly ordered radiologic studies and prices (subject to change) are listed on the website.

Surgery and specialist consults will be ordered in the most cost effective manner possible for the Patient.

Vaccinations provided in our office will be made available to the Patient at wholesale cost with a stocking and injection fee. Vaccinations that are unavailable in our office will be ordered in the most cost effective manner.

Hospital Services are NOT covered by our membership plan, and due to mandatory “on call” duties required at local institutions we have elected NOT to obtain formal hospital admission privileges at this time.

Obstetric Services are NOT covered by our membership plan. In the future we may begin to offer some of these outpatient services in our office, but due to our small size we are unable to offer these services at this time.

Appendix 3 Magnolia Medicine Medicare Patient Understandings

This agreement is between Magnolia Medicine, 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 Physicians at the Practice have opted out of the Medicare program. The Physicians 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:

Initial each:

____ 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 him/her..

Executed on:

By: _____

Medicare Beneficiary or his/her legal representative

And: _____

On behalf of Magnolia Medicine