

## **Patient and Clinic Agreement**

This Agreement is a legal contract that outlines the terms and conditions of the healthcare relationship between Nurturing Pediatrics, PLLC ("the Clinic," "the Practice", "we") and the Patient and the parent or legal guardian of the Patient ("the Patient," "you," or "Member").

The Practice agrees to provide the Member with routine pediatric primary care services via a direct primary care (DPC) model. In exchange for the Covered Services outlined below, the Member agrees to the Payments and Fees detailed below.

### **1. COMMUNICATION AND CONFIDENTIALITY**

The Practice agrees to communicate clearly and responsively with the Patient, to maintain confidentiality of the Patient's medical records and private health information (PHI) in accordance with applicable laws and regulations such as the Health Insurance Portability and Accountability Act (HIPAA), and to provide access to the Patient's personal medical record, subject to any legal or ethical restrictions.

Outside of in-person visits, the Practice's recommended method for communication is via HIPAA-secure texting or calling (Spruce Health) or via the patient portal embedded within the electronic medical record (Elation Health), which is also HIPAA-compliant. The Patient will be granted access to both Spruce Health and Elation Health for the duration of their membership with the Medical Practice. Elation Health and/or Spruce Health will be used for telemedicine services. You will have the opportunity to sign the Telemedicine Informed Consent Agreement in a separate document. The Patient gives permission for the Practice to use any and all capabilities within Elation Health, which may include AI-driven dictation software.

Should the Patient prefer to communicate with the Practice in a less secure manner such as by email, standard text messaging, other communication application (e.g. WhatsApp, FaceTime, etc), or in a public setting (e.g. park or playground), the Patient is aware that the privacy of that communication is no longer guaranteed by the Practice and any loss of privacy is made with the Patient's explicit acknowledgement of the risks associated with communicating on a less secure platform or in a public space.

As applicable and available, you allow the Practice to view the Patient's medical and prescription history through electronic health information exchanges, such as, but not limited to Epic Care Everywhere, SureScripts, and Carequality integration. This data will only be used for Patient medical care.

### **2. PATIENT RESPONSIBILITIES**

The Patient agrees to provide accurate and complete medical history and other relevant information to the Practice. The Patient is responsible for payment of fees (see section 7). The Patient is responsible for communicating with the Practice to schedule, reschedule, or cancel appointments. The Patient agrees to attend scheduled appointments on time and to communicate clearly if attendance will be more than 15 minutes delayed or if the appointment needs to be moved or cancelled.

### **3. COVERED SERVICES**

Medical Services offered under this Agreement are those consistent with the physician's training and experience, and as deemed appropriate under the circumstances, at the sole discretion of the physician. The Patient is responsible for all costs associated with any medications, laboratory testing, and specimen analysis related to these Services unless otherwise noted.

Subject to the limitations detailed in section 6 below, the Practice shall provide Members with the following personalized services:

- Direct telephone access to the physician for guidance in regard to urgent concerns that arise both during standard business hours and outside of standard business hours. Standard business hours are defined as Monday through Friday, 9AM to 5PM.
- Direct text and portal message access to the Practice for non-urgent communications.
- Same Day/Next Day Appointments. When a Patient contacts the Practice prior to noon to request a same-day appointment every reasonable effort shall be made to schedule the Patient for that same day; or if this is not possible, Patient shall be scheduled for the following day.
- No wait or minimal wait appointments. Every reasonable effort shall be made to assure that the Patient is seen by the physician in a timely manner upon arriving for a scheduled office visit. If the Practice foresees more than a 15 minute wait time, Patient shall be contacted and advised of the projected wait time. Patient shall then have the option of seeing the physician at the later time or reschedule at a new mutually convenient time.
- Telemedicine visits when desired by Patient and deemed appropriate by the Practice. These visits can be performed while Patient is in North Carolina. Telemedicine visits while Patient is temporarily traveling outside of North Carolina are dependent upon the state laws of the visited state.
- Non-traditional visit locations (e.g. a patient's home, public playground, hiking trail, etc). Agreement to visits done by the Practice at a location outside of the Clinic are at the sole discretion of the Practice and are subject to the provider's professional judgment based on the individual circumstances.

The Patient understands and agrees that neither texts nor patient portal messages should be used to access medical care in the event of an emergency or any situation that could reasonably develop into an emergency. The Patient agrees that in emergent situations when the physician cannot be reached immediately or when the situation is life-threatening, it is more appropriate to call 911 or go to the nearest emergency department and follow the directions of emergency personnel.

The specific Medical Services provided under this Agreement include the following:

- Unlimited sick visits (acute and chronic care)
- Routine checkups (well-child care, sports physicals, daycare physicals, school physicals, wellness visits)
- Preventive care, which includes administration of immunizations (separate billing of vaccines is discussed below in (see section 5) as well as developmental and behavioral screenings
- Chronic disease management (e.g. asthma, eczema, constipation, ADHD, etc)
- Medication management (e.g. ADHD, asthma, eczema, depression, anxiety, etc)
- Referrals to medial specialists and coordination of care with specialists
- Basic mental health services (e.g. diagnosis of depression and anxiety as well as pharmacologic management when indicated)
- Basic point-of-care testing (e.g. hemoglobin, urinalysis, glucose, pregnancy, etc)
- Rapid infectious disease testing at discounted prices (see section 7)
- Medical form completion (daycare, school, sport, camp, medication, etc)
- Orders for laboratory studies
- Orders for radiologic studies
- Removal of benign warts (subject to supply charges detailed in section 7)
- Abscess Incision and Drainage
- Wound repair (subject to supply charges for sutures, staples, or glue and detailed in section 7)
- Ear wax removal
- Nursemaid's elbow reduction (procedure for partially dislocated elbow)

- Basic lactation support
- Lingual frenotomy (procedure for medically significant and problematic tongue tie)
- Travel consultations
- Adoption consultation (discussing medical conditions and evaluating medical records)

The Practice shall provide Patient at least sixty (60) days' advance written notice upon any change to the above Covered Services.

#### **4. NON-COVERED SERVICES**

Only care provided directly by Practice staff is included in this Agreement. Therefore, visits made by the Patient to any other health care provider such as hospitals, urgent care clinics, emergency departments, specialists, or other, are not included in this Agreement.

The Practice will order/prescribe appropriate lab work, imaging, prescriptions and non-prescription medications, as medically indicated. The cost of these services/items is not included in this Agreement unless detailed otherwise above in Covered Services, and the Patient bears full responsibility for the cost of these services, which will typically be billed by the service provider to the Patient or to the Patient's insurance.

The Practice does not employ mental health professionals and does not provide psychotherapy or in-depth mental health counseling. Any mental health professionals or other health professionals (e.g. physical therapist, occupational therapists, speech therapists) who may share the clinic space are not considered part of the Practice and are not covered by the terms of this Agreement.

The cost of immunizations is not included in membership fees and is detailed further below in section 5.

Rather than charging increased monthly fees to all patients, the Practice will charge per use fees for things such as rapid infectious disease testing, sutures (stitches), scalp staples, wound glue, wart cryotherapy, and ear piercing. The per use cost for items used by the Practice but not included in Covered Services will be clearly posted and communicated in the clinic as well as on the Member landing page on the website.

#### **5. IMMUNIZATIONS**

The Practice requires that Patients be immunized to North Carolina daycare and school requirements (<https://immunization.dph.ncdhhs.gov/schools/k-12.htm>) unless there is a medical exemption. Routine immunizations will be provided through Vaxcare who will bill your insurance or will be provided via the VFC program if your child is uninsured or has Medicaid. The Patient is responsible for accurately reporting insurance coverage status, and the Patient will bear responsibility for any immunization costs incurred because of incorrect reporting of insurance. In rare cases where a Patient is not eligible for vaccines in one of these two ways, we will work with you to find the most cost-effective solution.

#### **6. PROVIDER ILLNESS, TRAVEL, OR UNAVAILABILITY**

The physician may be temporarily unavailable from time to time due to things such as vacation, illness, or personal emergency. When the dates of such absences are known in advance, the Practice shall give notice to Patients via the Member landing page of the website. During unexpected absences, Patients with scheduled appointments shall be notified as soon as practicable, and appointments shall be rescheduled at the Patient's convenience. If during physician's absence, the Patient experiences an acute medical issue requiring immediate attention, the Patient should proceed to an urgent care or other suitable facility for care.

Charges from Urgent Care or any other outside provider are not included under this Agreement and are the Patient's responsibility.

## **7. MEMBERSHIP FEES FOR PRIMARY CARE SERVICES AND OTHER FEES**

Unless agreed separately in writing with the Practice, the enrollment fee and the first monthly fee are due immediately upon signing this Agreement and will be paid electronically by card (HSA, credit, or debit). Patient will place a card on file with Elation Health, and monthly fees will be automatically drafted on the same day of each month thereafter. Monthly membership fee changes based on age will take effect in the month following the Patient's birthday.

ENROLLMENT FEE: \$75 per child. Family maximum of \$150 (2 or more children).

### **MONTHLY MEMBERSHIP FEE FOR COVERED SERVICES**

Birth to 12 months: \$175 / month\*

12 months to 24 months: \$150 per month

2 years to 6 years: \$125 per month

6 years to 22 years: \$85 per month

Family Maximum: \$300 per month

\*This fee includes up to 5 home visits to homes in the 27713 zip code during the first three months of life.

HOME VISITS: No home visits are included in the membership fee for children older than 3 months. Home visits may be available to other patients for an additional fee. The Practice, at its sole discretion, reserves the right to refuse a home visit based on factors such as patient condition, safety concerns, or other considerations. The Practice requires that any and all dogs in a home to be visited are securely contained or restrained at all times to prevent direct interaction with the physician and prevent any risk of injury.

RE-ENROLLMENT FEE: If the membership is allowed to lapse or terminate, re-enrollment is subject to approval of the Practice. A re-enrollment fee of \$150 per child may be applied.

FEE CHANGES: The Practice may adjust the Monthly Membership Fee no more than once annually, and the Patient will be given a minimum of sixty (60) days' notice prior to any changes as well as be provided an updated financial consent to sign.

### **ADDITIONAL FEES**

A fee list for items offered by the Practice but not included in the Monthly Membership Fee will be posted on the Member page of the Practice website and clearly posted and communicated in the clinic. This includes but is not limited to supply charges for rapid infectious disease testing (strep, Covid, flu, etc), wound repair (stitches, staples, glue), wart removal, etc.

## **8. TAX-ADVANTAGED MEDICAL SAVINGS ACCOUNTS**

In the state of North Carolina, health savings account (HSA) cards may be used to pay for Practice fees, including monthly membership fees. Flexible spending accounts (FSAs) have plan-specific limitations on how funds can be used, and the Patient acknowledges they should consult with their FSA administrator to understand the specific terms of their accounts when considering this option. When needed, the Practice can provide a receipt listing the names of the Patient and Practice as well as the service date, cost, and description (e.g. primary care services, rapid strep test, etc).

## **9. REFUNDS**

The enrollment and re-enrollment fees are non-refundable. If you or the Practice terminate this Agreement, any advance membership payment in excess of 30 days will be refunded minus the 3% non-refundable service charge associated with electronic payments. For logistical reasons, membership fees will not be prorated for any portion of a month.

## **10. INSURANCE AND REIMBURSEMENT**

The Practice is not a participating provider in any health care plan and will not bill an insurance carrier, Medicare, and/or Medicaid. See section 5 above regarding the exception for immunization billing.

The Practice will not provide a superbill for insurance filing.

Patients are always personally responsible for the payment of any medical expenses incurred for services not included under this Agreement.

This Agreement and becoming a participating member in the Practice is not a contract of insurance, does not provide comprehensive health insurance coverage, and does not replace any health coverage that the Patient may have. The Practice strongly encourages the Patient to explore the purchase of conventional private individual, catastrophic, or comprehensive health insurance.

The Practice does not accept patients covered by Medicare. Patient understands and confirms that he/she is not eligible for Medicare. If the Patient becomes eligible for Medicare during the term of this Agreement, the Patient agrees to immediately inform the Practice and this Agreement will automatically terminate.

## **11. DISPUTE RESOLUTION**

The Practice strives to deliver the best care to every Member and understands that misunderstandings may arise. We are committed to resolving all Patient concerns. If a Member is dissatisfied with, or has concerns about, any staff member, service, treatment, or experience arising from their membership in this Practice, the Member and the Practice agree to refrain from making, posting or causing to be posted on the internet or any social media, any untrue, unconfirmed, inaccurate, disparaging comments about the other. Rather, the Parties agree to engage in the following process:

- 1) Member shall first discuss any complaints, concerns, or issues with their physician
- 2) The physician shall respond to each of the Member's issues or complaints
- 3) If, after such response, Member remains dissatisfied, the Parties shall enter into discussion and attempt to reach a mutually acceptable solution.

## **12. TERM AND TERMINATION OF AGREEMENT**

This Agreement begins on the date it is signed, will last for one year, and will automatically renew on the anniversary date of the Agreement unless either party gives a thirty (30) days' written notice of non-renewal or cancels the Agreement by giving thirty (30) days' written notice by letter, email, or patient portal message. Refunds are outlined in section 9 above.

The Practice reserves the right to terminate care for non-payment, non-compliance with care recommendations (including immunizing in accordance with North Carolina requirements), or other reasons deemed necessary. Notice of termination will be provided in writing. After the effective termination date, the Practice will comply with all rules and regulations of the North Carolina Medical Board regarding the provision of emergent care after termination. After the required time has passed, the Practice will no longer provide medical care for the Patient. The Practice will cooperate in the transfer of Patient records to the subsequent primary care provider upon Patient's written request.

### **13. TECHNICAL FAILURE / FORCE MAJEURE**

Neither the Practice nor its staff will be liable for any loss, injury, or expense arising from a delay in responding to the Patient when that delay is caused by technical failure. Examples of technical failures include but are not limited to: failures caused by an internet or cell phone service interruption; power outages; failure of electronic messaging software, or email service or software; failure of the Practice's computers or computer network, or faulty telephone or cable data transmission; any interception of email communications by a third party which is unauthorized by the Practice.

Notwithstanding anything to the contrary in this Agreement, neither the Practice nor the Patient shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond their control, including but not limited to acts of war or terrorism, criminal, illegal or unlawful acts, labor disputes, weather, fire, flood, natural causes, mechanical or power failures, fiber cuts, governmental acts or any order, law or ordinance in any way restricting the delivery of the Services (each a "Force Majeure Event").

### **14. CHANGE OF LAW**

If there is a change of any relevant law, regulation or rule, which affects the terms of this Agreement, the parties agree to amend it only to the extent that it shall comply with the law.

### **15. SEVERABILITY**

If any part of this Agreement is considered legally invalid or unenforceable by a court of competent jurisdiction, that part shall be amended to the extent necessary to be enforceable, and the remainder of the Agreement will stay in force as originally written.

### **16. AMENDMENTS**

This Agreement may not be amended or modified except in writing and signed by both parties.

### **17. ASSIGNMENT**

Neither this Agreement nor any rights arising under it may be assigned or transferred without the agreement of the Practice. For liability reasons, the Practice is unable to provide medical care or advice to any person who has not entered into a Patient and Practice Agreement; this includes family members of the Patient or prior clients no longer actively covered under this Agreement.

### **18. LEGAL SIGNIFICANCE**

The Patient acknowledges that this Agreement is a legal document that gives the parties certain rights and responsibilities. The Patient is not suffering a medical emergency and has had reasonable time to seek legal advice regarding the Agreement if desired and is satisfied with the terms and conditions of the Agreement.

### **19. 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.

### **20. WAIVER**

Either party may choose to delay or to not enforce a right or duty under this Agreement. Doing so will not constitute a waiver of that duty or responsibility unless it is agreed to in writing by

both parties. Without written mutual agreement of a waiver, the party will retain the absolute right to enforce such rights or duties at any time in the future.

**21. GOVERNING LAW**

This Agreement shall be governed and construed under the laws of the State of North Carolina.

**22. JURISDICTION**

Disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the Practice in Durham, North Carolina.

By selecting "I agree" and signing below, you acknowledge that you understand and agree to the terms and conditions outlined in the Agreement above and consent for the Patient to receive medical care from Nurturing Pediatrics.