



The Avenue MD
1000 Avenue at Port Imperial, Retail A
Weehawken, NJ 07086
P: 201-448-2152 E: support@theavenuemd.com

CONCIERGE PRACTICE PATIENT AGREEMENT

The Physician delivers care on behalf The Avenue MD, at the address set forth above. In exchange for certain fees paid by You, The Avenue MD, through its Physician, agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

- 1. Patient.** A patient is defined as those persons for whom the Physician shall provide services.
- 2. Services.** As used in this Agreement, the term Services, shall mean services, both medical and non Medical, which are offered by The Avenue MD
- 3. Terms.** This agreement shall commence on the date signed by the parties below and continue for a period of one year, automatically renewed.
- 4. Fees.** In exchange for non-insurance covered services, Patient agrees to pay The Avenue MD annually:

_____ Individual Adult >18 years old \$2000.00 (Two Thousand)

_____ Individual Pediatric <18 years old : \$1000 (One Thousand)

_____ Couple Adult >18 years old \$3000 (Three Thousand)

_____ Family (3 or more people) : \$4000 (Four Thousand)

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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. If this Agreement is cancelled by either party before the agreement termination date, then The Avenue MD shall refund the Patient's prorated share of the original payment.

5. Participation in Insurance. Patient acknowledges that The Avenue MD participates in limited health insurance plans (Medicare and Medicaid only). Fees paid under this Agreement are not 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 requested, The Avenue MD will provide an itemized receipt for the patient to file a claim for reimbursement from their insurance company for medical services provided.

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 a PPO). It will not cover hospital services, or any services not personally provided by The Avenue MD, or its Physician. Patient acknowledges that The Avenue MD has advised that patient obtain or keep in full force such health insurance policies 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 determined above and will extend annually thereafter. Notwithstanding the above, both Patient and The Avenue MD 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-year term (and each succeeding annual term), the Agreement will automatically renew for successive annual terms upon the payment of the annual fee at the end of the contract year.

8. Communications. You acknowledge electronic communications with the Physician are not secure or confidential methods of communications. As such, 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, Patient authorizes the The Avenue MD, and its Physician to communicate with Patient by email 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) Patient acknowledges that:

- a) Email is not a secure medium for sending or receiving PHI and a third party will have access;
- b) Although the Physician will make all reasonable efforts to keep email communications confidential and secure, neither The Avenue MD, nor the Physician can assure or guarantee confidentiality of email communications;

c) In the discretion of the Physician, email communications may be made a part of Patient's permanent medical record; and,

d) Patient understands and agrees that email 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 an e-mail message, Patient agrees to use another means of communication to contact the Physician. Neither The Avenue MD 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. This is an Agreement entered into on , (date)_____, by _____ and between The Avenue MD located at 1000 Avenue at Port Imperial, Retail A, Weehawken, NJ 07086(Practice), Robert Mmereole, MD, (Physician).

e) 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 thirty days after the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.

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 rendered. If this Agreement is held to be invalid for any reason, and if The Avenue MD is therefore required to refund all or any portion of the annual fee paid by Patient, Patient agrees to pay The Avenue MD 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.

11. 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 The Avenue MD except that Patient shall initial any such change at The Avenue MD'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.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. Jurisdiction: This Agreement shall be governed and construed under the laws of the State of New Jersey and all disputes arising out of this Agreement shall be settled by arbitration within proper venue and jurisdiction for The Avenue MD's address in Weehawken, New Jersey.

18. Service. All written notices are deemed served if sent to the address of the party as entered in the practice Electronic Health Record by first class U.S. mail.

Patient Name : _____ Signature: _____ Date: _____

Patient Name : _____ Signature: _____ Date: _____

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The Avenue MD, LLC

Signature: _____

Date: _____

Please call 201-448-2152 to remit via credit card, or contact the office if you wish to mail a check or pay in cash.

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