

The Doctor's Office at 83 S. Main

Patient Non-covered Services Agreement

Patient: _____

Date: _____

This is an agreement between Leah B. Gilliam, MD, PC, a Tennessee Professional Corporation, located at 83 S. Main St, Lexington, TN 38351 (referred to hereafter as LBG) and you (Patient).

Background

The physician, who specializes in Family Medicine, delivers care on behalf of LBG, at the address set forth above. In exchange for certain fees paid by you, LBG, through its physician agrees to provide patient with the Medicare Non-covered 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, 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 services, both medical and non-medical, and certain amenities (collectively "Services"), which are offered by LBG, and said services being services not covered by Medicare as set forth in Appendix 1.
3. Terms. This agreement shall commence on the date signed by the parties below and shall continue for a period of one month, automatically renewed.
4. Fees. In exchange for the services described herein, Patient agrees to pay LBG the monthly fee amount as set forth in Appendix 1, attached. This fee is payable at the end of each month during the term 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 you before eleven months from the commencement date of this agreement, you agree to pay the cost of all services received less any amounts paid in monthly fees.
5. Non-Participation in Insurance. Patient acknowledges that neither LBG, nor the Physician participate in any health insurance or HMO plans or panels. Neither of the above make any representations whatsoever that any fees paid under this agreement are 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.
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 an HMO). This agreement is for services NOT covered by Medicare or Medicare Advantage Programs. It will not cover hospital services or any services not personally provided by LBG or its Physicians. Patient acknowledges that LBG 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, and that this Agreement is not intended to replace any existing or future health insurance or health plan coverage that the Patient may carry.

7. Term; Termination. This agreement will commence on the date first written above and will extend monthly thereafter. Notwithstanding the above, both Patient and LBG 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-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. If a patient terminates this agreement before the end of a twelve-month period dating from the commencement dated of this agreement, patient will be required to pay a reinstatement fee of \$400.00 if patient decides to return to the practice.
8. Communications. You acknowledge that communications with the Physician using e-mail facsimile, video chat, and cell phone are not guaranteed to be 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 communications. You acknowledge that all such communications may become a part of your medical records. By providing Patient's email address on the attached Appendix 1, Patient authorizes LBG and its Physicians 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 email address in Exhibit 1, Patient acknowledges that:
 - A. Email 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 Physician will make all reasonable efforts to keep e-mail communications confidential and secure, neither LBG, nor the Physician can assure or guarantee the absolute confidentiality of e-mail 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 E-mail and Patient Portal are not 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, Member shall call 911 or the nearest Emergency room and follow the directions of emergency personnel.

If Patient does not receive a response to an email message or portal response within one business day, Patient agrees to use another means of communication to contact the physician. Neither LBG nor the Physician will be liable to the 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 email communications by a third party; or (v) your failure to comply with the guidelines regarding use of email communications set forth in this paragraph.

9. Change of Law. 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 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 forty-five days after the date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.

10. 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 to make necessary to make that provision consistent with applicable law and, in its modified form, and that provision shall then be enforceable.

11. Reimbursement for services rendered. If this agreement is held to be invalid for any reason, and if LBG is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay LBG 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.

12. Amendment. No amendment of this Agreement should be binding on a party unless it is made in writing and signed by all 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 LBG, except that patient shall initial any such change at LBG'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.

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

14. Relationship of Parties. Patient and the Physician intend and agree that the Physician, in performing her 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 her work and the manner in which it is performed.

15. 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 and is satisfied with the terms and conditions of the Agreement.

16. 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.

17. 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.

18. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Tennessee and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for LBG's address in Lexington, Tennessee.

19. Notice. All written notices are deemed served if sent to the address of the party written above or appearing in the Patient Enrollment form by first class US mail.

Leah B. Gilliam, MD, PC

Leah B. Gilliam, MD
President

Patient:

Appendix 1

Services and Payment Terms

1. NON-COVERED Medicare Medical Services. As used in this Agreement, the term NON-COVERED Medicare Medical Services shall mean those medical services that are not reimbursed by Medicare and that the Physician, herself is permitted to perform under the laws of the State of Tennessee and that are consistent with her training and experience as a Family Physician, as the case may be.
 - A. 24/7 Access to Personal Physician
 - B. Fitness counseling with Dr. Gilliam
 - C. Nutrition counseling with Dr. Gilliam
 - D. Preventative Care Focus
 - E. Same Day/Next Day Preferred Appointments
 - F. 30 minutes of personal care for each appointment.
 - G. Phone/fax/web access
 - H. Individual Healthcare with a focus on Prevention/Healthy Lifestyle.
 - I. Participation in wholesale pharmaceutical programs
2. The Physician may from time to time, due to vacations, sick days, and other similar situations, not be able to provide the services referred to above in this paragraph 1. During such times, Patient's calls to the Physician, or to the Physician's office, will be directed to a physician who is "covering" for the Physician during her absence. LBG will make every effort to arrange for coverage, but can not guarantee such coverage for in-person visits. A physician will be available by phone at all times.
3. Non-Medical, Personalized Services. LBG shall also provide Patient with the following nonmedical services ("Non-Medical Services"):

a. 24/7 Access. Patient shall have direct telephone, email, and non-secure text messaging to the Physician on a twenty-four hour per day, seven day per week basis. Patient shall be given a phone number where patient may reach the Physician directly around the clock. During the Physician's absence for vacations, continuing medical education, illness, emergencies, or days off, LBG will provide the services of an appropriately licensed healthcare provider for assistance in obtaining medical services. Patient shall be given instructions as to how to contact such healthcare provider. Such provider shall be available to Patient to the same extent as would the Physician.

b. E-mail Access. Patient shall be given the Physician's e-mail address to which **non-urgent communications** can be addressed. Such communications shall be dealt with by the Physician or staff member of the Practice in a timely manner. Patient understands and agrees that email and the internet should never be used to access medical care in event of an emergency. Patient agrees that in such situations, when a Patient cannot speak to Physician immediately in person or by telephone, the Patient shall call 911 or the nearest emergency medical assistance provider, and follow the directions of emergency medical personnel. If you would like to be set up for our online patient portal access, please list your email address here:

c. No Wait or Minimal Wait Appointments. Every effort shall be made to assure that the patient is seen by the Physician immediately upon arriving for a scheduled office visit or after only a minimal wait. If Physician foresees more than a minimal wait time, Patient shall be contacted and advised of the projected wait.

d. Same Day/Next Day Appointments. When Patient calls or makes a portal request prior to noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort will be made to schedule an appointment with the Physician on the same day. If the patient calls or makes a portal request after noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule Patient's appointment with the Physician on the following normal office day. In any event, however, LBG, shall make every reasonable effort to schedule an appointment for the Patient on the same day that the request is made.

e. Visitors. Family members temporarily visiting a Patient from out of town may, for a two-week period, take advantage of the services described in subparagraphs (a), (c), and (d) of this paragraph.

f. Medical services rendered to Patient's visitors shall be charged on a fee-for-service basis.

4. The membership fees specified above cover only the personalized primary care amenities and personalized preventative/healthy lifestyle plan visits. The agreement is only for those services not covered by Medicare or Medicare Advantage Program.

5. Benefits and Expenses, See attached.

Leah B. Gilliam, MD, PC

Leah B. Gilliam, MD
President

Patient:
