

Medical Private Practice-Patient Consult & Retainer - Hormone Replacement Therapy

Introduction

This Medical Private Practice-Patient Agreement (“Agreement”) specifies the terms and conditions under which, you, the undersigned patient (“Patient”) may secure the availability of certain specific services identified in the attached Schedule A (“Services”) offered by (“Practice”):

Dynamic Wellness, LLC

Donald Ives, M.D.

PO Box 109

Ester, Alaska 99725

P: 907-388-8991 F: 503-836-8346

(Patient & Practice are referred to individually as “Party” or collectively as “Parties”)

Retainer Medical Practice

Practice’s Services include voluntary subscription offerings that Patient subscribes to in exchange for Patient paying private fees directly to Practice. Patient acknowledges that Practice has opted out of and is not a participating provider for Medicare, Medicaid, or private health plans.

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 the Practice, and set forth in Schedule A. In exchange for the subscription Services Fees (defined below), Practice will make available to Patient the Services outlined in Schedule “A.” Practice reserves the right to update the schedule of Services from time to time, and if it does, it will notify Patient of any changes within thirty (30) days after a change is made and secure Patient’s voluntary consent to any such modification of Services.

Services Fees

To secure the availability of the Services, the subscribing Patient will pay voluntary subscription fees (“Services Fees”) as indicated in Schedule “A.” The Services Fees cover the availability of the specifically defined Services in Schedule A from the date Patient signs this Agreement for a period of time as defined in Schedule A.

The Services Fees may increase annually, from time to time, with the advance voluntary consent by Patient, to apply to renewal terms. In the event of Services Fees increases, Patient will receive notification in writing and the option of consenting to such increase.

If Practice provides services other than the Services listed in Schedule “A” then Patient and Practice may mutually agree upon any additional charges. Patient acknowledges that either Patient will be responsible for these additional charges. Any charges to Patient for any services will be at our usual, reasonable and customary rates and consented to in advance by Patient before any such charge is incurred.

Non-Participation with Insurance

Provider does not participate in any health insurance or HMO plans, or provider panels. Provider has opted out of the Medicare program. The Provider makes no representations that the Services Fees paid under this Agreement are or are not covered by Your health insurance or other third-party payment plans to You. If Patient is or becomes Medicare eligible on or before the date of consultation, Patient agrees to sign the separate agreement entitled “Medicare Private Contract.”

Patient agrees not to submit a claim to Medicare and further agrees not to ask Physician to submit a claim to Medicare. Provider agrees not to submit any claims under the Medicare program for any items or services even if such items or services are otherwise covered by Medicare. Patient understands that Medicare payment will not be made for any items or services furnished by Physician that would have otherwise been covered by Medicare if there were no private contract and a proper Medicare claim had been submitted.

Payment Options

The Services Fees can be paid with either cash, check, ACH payment, or credit card. If payment is not made in full on the date Patient signs this Agreement, automatic payments by credit card or ACH withdrawal process will be established for the Services Fees. For ACH payment please submit a voided check so that automatic (“ACH”) withdrawals can be set up.

Renewals & Termination

The Services Fees cover the availability of the Services subscribed to by Patient for a period of time specified in Schedule A. Agreement will automatically renew for successive terms unless Practice receives written notice from Patient of withdrawal from Practice thirty (30) days prior to Patient’s renewal date. Failure to pay the renewal Services Fees before the expiration of the prior period may result in termination of enrollment in Practice. Practice is permitted to terminate this Agreement with thirty (30) days’ prior written notice, in which case, Patient will receive a prorated refund of the Services Fees. Patient is permitted to terminate this Agreement with thirty (30) days’ written notice which includes Patient’s reason for termination, in order to receive to a prorated refund of any unused Services Fees.

Excluded Health Care Services

The Services Fees cover only the Services identified in Schedule “A” and subscribed to by Patient. The term “Services” does not include ‘acute’, ‘urgent’, ‘emergent’, hospital care management, or any electronic or other communication not connected to Services. In cases of emergency, Patient is instructed to call 9-1-1, or go directly to the emergency room.

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Electronic Communication

Patient acknowledges that e-communications/transmissions, such as e-mail, mobile or cellular telephone, text messaging, video chat, instant messaging, Zoom, GoTo Meeting, Skype, FaceTime, internet portal-enabled communications, or any other version of electronic communication with respect to Patient protected health information ("PHI") are not guaranteed to be secure or confidential methods of communications. Electronic communications must be non-urgent and will be responded to on a next day or two-day basis, not including non-business days. Please refer to Practice's separate Electronic Communications Agreement for further applicable details in this regard. In the event the communication is time-sensitive and requires quick or urgent or emergent healthcare response, Patient must communicate with their primary care healthcare professional and/or secure immediate emergency room/ER medical attention.

Appointments & Scheduling

Office visits are available by appointment only. Appointments with Practice are scheduled through Practice office to ensure ample time is given to each Patient. The Practice patient schedule is organized in such a way that it provides and protects appropriate time for each Patient.

For 'Acute, 'Urgent' and 'emergent' situations, Patient is to call 911 or contact his/her personal primary medical care provider.

Vacations & Illness for Practice Providers

Patient acknowledges that there may be times that Patient cannot contact a Practice provider due to the provider's vacations or illness, or due to technical defects with either Patient's or Practice's electronic communication equipment. Patient acknowledges that, should a Practice provider become unavailable, Practice shall make every effort to give advance notice to Patient so that medical Services can be scheduled on another date. In cases of emergency, Patient is instructed to call 9-1-1, or go directly to the emergency room.

Compliance with Law

Practice delivers medical Services with the intent to comply with all applicable laws. This Agreement shall be governed by and construed in accordance with the laws of the state in which Practice is located, without application of choice-of-law principles. If there is a change of any law, regulation or rule, federal, state or local, which affects the Agreement or the activities of either Party under the Agreement, or any change in judicial or administrative interpretation of any such law, regulation or rule, this Agreement shall be deemed modified so as to remain in compliance with such laws.

Practice is Not an Insurer

Practice is not an insurance company and is not promising unlimited care or services for the Services Fees. Patient acknowledges and understands that this Agreement is not an insurance plan and is not a substitute for health insurance or other health plan coverage. It will not cover hospital services, or any Services defined in Schedule A not personally provided by Provider. Patient acknowledges that Provider has advised 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 does not alter my current subscriber-health plan relationship. 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. This Agreement does not involve a third-party payer and no insurance claims statements are created.

Agreement Assignment & Modifications

This Agreement may not be assigned or transferred to any other person by Patient. Further, this Agreement may not be sold by Provider, because it is an individual agreement. This Agreement replaces and supersedes all prior agreements of any kind, oral or in writing, between Patient and Practice. This Agreement may not be modified absent a writing signed by Patient and an authorized representative of Practice.

Patient Information

Patient _____ DOB _____
Address _____ City _____ State _____ Zip Code _____
Best Phone # _____ Email _____

Patient Agreement

Patient acknowledges that he/she has carefully read this agreement, was afforded sufficient opportunity to consult with legal counsel of his/her choice and to ask questions and receive satisfactory answers regarding this agreement, understand his/her respective rights and obligations under it, and signed it of his/her own free will and volition.

By signing below, Patient agrees to subscribe to Services under the terms of this Agreement as detailed above and in Schedule A.

Patient Name (Print Name): _____

Patient Signature: _____ Date: _____

SIGNATURE INSTRUCTIONS: 1. Click Signature field above, 2. Select 'Configure New Digital ID', 3. Select 'Create a New Digital ID', 4. Select 'Save to Windows Certificate Store', 5. Enter your Name & Email address and Save 6. Select 'Continue' & 'Sign' [Do NOT check 'Lock document after signing']

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Schedule A

DURATION OF AGREEMENT

The Services Fees (see below) covers the availability of the defined Services (see below) for an auto-renewing period of twelve (12) months.

SERVICES

Non-Medical Services:

- Access:
 - Access to the Practice during regular business hours: Telephone, Scheduled Zoom meetings, and Scheduled office appointments
 - Home or office visits: Patient may request that the Practice see Patient in his/her home or office, and the Practice will make every reasonable effort to comply with the Patient request
- Location:
 - Services shall be provided at the Practice location or Patient home/office
- Times:
 - Regular published Practice days and hours

As used in this Agreement, the term Medical Services shall mean those medical services (i) that the Provider himself/herself is permitted to perform under the laws of the State of the Provider's licensure and (ii) that are consistent with his/her training and experience.

Medical Services:

Medical services and all related communication services to be delivered shall be of a routine nature, and not reasonable or necessary for the diagnosis or treatment of illness or injury. Such services are to be delivered regardless of medical necessity or the Patient's medical condition(s), and not delivered based on said medical condition(s). Patient understands that Services will be delivered on an integrative and not strictly allopathic basis, and Patient provides informed consent to such Services. Consultation will integrate hormone tests and other related information provided by Patient and create specific health goals and strategies based on the consult.

Retainer Services (12 month):

- Clinical supervision and management of my Hormone Replenishment Therapy Program
- Clinical monitoring, management and education for hormone replacement therapy recommended and prescribed for Patient. Hormone management will be limited to one or more of the following: cortisol, estrogen, progesterone, testosterone, thyroid, DHEA, growth hormone, pregnenolone, and/or melatonin
- Two (2) scheduled appointments in-office or via telephone conference call. Additional appointments as determined by Practice.
- Medication management and prescription refills for hormones prescribed for you by the Practice
- Laboratory test interpretation for hormone tests ordered by the Practice

Services Fees

- \$1,200.00

Payment Schedule

- Payment in full upon execution of this Agreement

Payment

I authorize one of the following payment method:

Check enclosed (made payable to the name of the Practice)

Visa

MasterCard

American Express

Discover

Card Number _____ Expiration Date _____

Name of Cardholder (as it appears on card) _____ Security Code _____

Billing Address _____

Relationship of cardholder to patient (if different from the patient) _____