

Dr. Lanier's Elite Healthcare & Wellness Solutions, LLC PATIENT AGREEMENT

This Patient Agreement (Agreement) is between **Dr. Valerie (DNP, Ph.D, NP) at Dr. Lanier's Elite Healthcare & Wellness Solutions, LLC. HENCEFORTH REFERRED TO AS Dr. Lanier's Elite Healthcare & Wellness Solutions, LLC** and patient, as listed as the signee of this agreement.

Background

The Practice, located at **2140 McGEE RD. SUITE A-1600B, SNELLVILLE, GA 30078** provides ongoing direct primary care medicine to its Members in a direct pay, membership model (DPC). In exchange for certain periodic fees, the Practice agrees to provide You with the Services described in this Agreement under the terms and conditions contained within.

Definitions

- 1. Services.** In this Agreement, "Services" means the collection of services, medical and non-medical, which are described in Appendix A (attached and incorporated by reference), which We agree to provide to You under the terms and conditions of this Agreement.
- 2. Patient.** In this Agreement, "Patient," "Member," "You" or "Yours" means the persons for whom the Practice shall provide care, who have signed this Agreement, and/or whose names appear in appendix B (attached and incorporated by reference).

Agreement

- 3. Term.** This Agreement will commence on the date it is signed by both parties and will extend monthly thereafter.
Note: The first couple of months of new member onboarding will be critical and resource intensive. We highly recommend prospective members commit to an initial 3-month membership in order to reap the most benefit out of our services.
- 4. Renewal.** The Agreement will automatically renew each month unless either party cancels the Agreement by giving 30 days written notice.
- 5. Termination.** Either party can cancel this Agreement at any time by giving 30 days' written notice to the other of intent to terminate. Both Patient and Practice have the absolute right to terminate the Agreement without any

cause. 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
- (b) The Patient has performed an act that constitutes fraud;
- (c) The Patient repeatedly fails to adhere to the agreed upon recommended treatment plan, especially regarding the use of controlled substances;
- (d) The Patient is abusive, disruptive or presents an emotional or physical stress or danger to the staff or others around the clinic
- (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. In the event that the Practice decides to terminate a patient without cause, the Practice shall give thirty days prior written notice to the Patient and shall provide the patient with a list of other Practices in the community in a manner consistent with local patient abandonment laws.

6. Payments and Refunds – Amounts and Methods.

- A. In exchange for the Services described in Appendix A, You agree to a monthly payment (or Membership Fee) in the amount which appears in the membership agreement.
- B. Upon Execution of this Agreement, You shall pay a one-time, nonrefundable, Enrollment Fee, in addition to the Monthly Membership Fee. **Dr. Lanier** reserves the right to waive this one- time payment under specific conditions such as during promotional periods and for longer membership commitments etc.
- C. Thereafter, the Membership Fee shall be due on the “active date” of membership every month. ie: If the member signs up for membership on the 8th of the month, the payment will be due the 8th of every month.
- D. The Parties agree that the required method of payment shall be by automatic payment through a debit or credit card or automatic bank draft.

7. Early Termination. If You cancel this Agreement before its term ends, you will forfeit the month.

8. Re-enrollment: Dr. Lanier's patient panels are limited in size and may be full, thus prohibiting Patient's ability to re-enroll at a later date with the same care team. There will be a \$200 re-enrollment fee and **Dr. Lanier (non-physician)** reserves the right to deny renewal or re-enrollment of any Member at any time, for any reason.

9. Non-Participation in Insurance.

This practice offers a variety of healthcare services, however, this contract agreement pertains to This specific Subscribed Adult Direct Primary Care Medical Services Membership Program that does NOT participate in any health plans, HMO panels, or any other third-party payor. As such, we

may not submit bills or seek reimbursement from any third-party payors for the services provided under this Agreement.

10. Medicare. The Patient understands that the Practice and staff **have not opted out** of Medicare at this time. This means that the Practice is prohibited from entering into a private DPC healthcare agreement with current Medicare beneficiaries or enrollees. Until such time as the Practice formally terminate their Medicare provider agreement, all Medicare enrollees seeking to join the membership of this DPC will be put on a “call list”. As soon as the Practice receives written notification from CMS that the Practice’s Medicare provider agreement has been terminated, each individual on the call list will be contacted and informed that Medicare enrollees can now be accepted for DPC membership.

If a current member of this DPC practice becomes eligible for Medicare during the term of this membership agreement, the Patient agrees to immediately notify the Practice.

11. This Agreement Is Not Health Insurance. The Patient has been advised and understands that this Agreement is not an insurance plan. It does not replace any health coverage that the Patient may have, and it does not fulfill the requirements of any federal health coverage mandate. This Agreement does not include hospital services, emergency room treatment, or any services not personally provided by the Practice or its staff. This Agreement includes only those Services identified in Exhibit A. If a Service is not specifically listed in Appendix A, it is expressly excluded from this Agreement. The Patient acknowledges that We have advised them to obtain health insurance that will cover catastrophic care and other services not included in this Agreement. Patients are always personally responsible for the payment of any medical expenses incurred for services not included under this Agreement.

12. Controlled Substances: Dr. Lanier's medical providers with active DEA licenses may may prescribe controlled substances(per DEA approved scheduled controlled substances) under specific circumstances only for a short period of time as deemed by delegating collaborating MD determined to be necessary by Dr. David Katz, MD (delegating/collaborating MD) in very limited cases and in concert with follow up by other relevant consultants, controlled substances may be refilled for chronic use. These circumstances will require case-by-case evaluation of each patient and each condition and requires a contract to be signed between the patient and medical provider with DEA license The *prescription* drug monitoring program (PDMP) is an electronic database that *tracks controlled substance prescriptions* in a state. Medical Providers with DEA license required by law to adhere to best prescribing practices hence contracts are a necessary step in meeting these legal requirements and are not an

indication of mistrust of or judgment on the Patient's character or need for use of these medications.

13. Communications. The Practice endeavors to provide Patients with the convenience of a wide variety of electronic communication options. Although We are careful to comply with patient confidentiality requirements and make every attempt to protect Your privacy, communications by email, facsimile, video chat, cell phone, texting, and other electronic means, can never be absolutely guaranteed secure or confidential methods of communications. By signing this agreement, You acknowledge the above and indicate that You understand and agree that by initiating or participating in the above means of communication, you expressly waive any guarantee of absolute confidentiality with respect to their use. You further understand that participation in the above means of communication is not a condition of membership in this Practice; that you are not required to initial this clause; and that you have the option to decline any particular means of communication.

14. Email and Text Usage. By providing an email address, the Patient authorizes the Practice and its staff to communicate with him/her by email regarding the Patient's "protected health information" (PHI).¹ By providing a cell phone number, the Patient consents to text message communication containing PHI through the number provided. The Patient further understands and acknowledges that:

- A. Email and text message are not necessarily secure methods of sending or receiving PHI, and there is always a possibility that a third party may gain access;
- B. Email and text messaging are not appropriate means of communication in an emergency, for dealing with time-sensitive issues, or for disclosing sensitive information. Therefore, in an emergency or a situation that could reasonably be expected to develop into an emergency, the Patient agrees to call 911 or go to the nearest emergency care facility and follow the directions of personnel.

15. Technical Failure. 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: (i) failures caused by an internet or cell phone service physician;

¹ As that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations.

(ii) power outages; (iii) failure of electronic messaging software, or email physician; (iv) 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 which is unauthorized by the Practice; or (v) Patient's failure to comply with the guidelines for use of email or text messaging, as described in this Agreement.

16. Medical Provider Absence: From time to time, due to vacations, an emergency, illness, or personal emergency, the medical provider may be temporarily unavailable. When the date/s of such absences are known in advance, the Practice shall give notice to Patients so that they may schedule non-urgent care accordingly. 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 the medical provider 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. The Patient may, however submit such charges to their health plan for reimbursement consideration or request that the outside provider do the same. The Patient is responsible for understanding the coverage rules of their health plan, and We cannot guarantee reimbursement.

17. Dispute Resolution. Each party agrees not to make any inaccurate or untrue and disparaging statements, oral, written, or electronic, about the other. We strive to deliver only the best of personalized patient care to every Member, but occasionally misunderstandings arise. We welcome sincere and open dialogue with our Members, especially if we fail to meet expectations, and We are committed to resolving all Patient concerns.

Therefore, in the event that 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:

- A. Member shall first discuss any complaints, concerns, or issues with their Medical provider;
- B. The medical provider or designee shall respond to each Member's issues or complaints;
- C. If, after such response, Member remains dissatisfied, the Parties shall enter into discussion and attempt to reach a mutually acceptable

solution.

- 18. Monthly Fee and Service Offering Adjustments.** In the event that the Practice finds it necessary to increase or adjust monthly fees or Service offerings before the termination of the Agreement, the Practice shall give 30 days' written notice of any adjustment. If Patient does not consent to the modification, Patient shall terminate the Agreement in writing prior to the next scheduled monthly payment.
- 19. 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.
- 20. 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.
- 21. Amendment.** Except as provided within, no amendment of this Agreement shall be binding on a party unless it is in writing and signed by all the parties.
- 22. Assignment.** Neither this Agreement nor any rights arising under it may be assigned or transferred without the agreement of the Parties.
- 23. Legal Significance.** The Patient acknowledges that this Agreement is a legal document that gives the parties certain rights and responsibilities. The Patient agrees that they are suffering no medical emergency and has had reasonable time to seek legal advice regarding the Agreement and have either chosen not to do so or have done so and is satisfied with the terms and conditions of the Agreement.
- 24. Miscellaneous.** This Agreement is to be construed without regard to any rules requiring that it be construed against the drafting party. The captions in this Agreement are only for the sake of convenience and have no legal meaning.
- 25. Entire Agreement.** This Agreement contains the entire Agreement between the parties and replaces any earlier understandings and agreements, whether written or oral.
- 26. No Waiver.** Either party may choose to delay or not to enforce a right or duty under this Agreement. Doing so shall not constitute a waiver of that duty or responsibility and the party shall retain the absolute right to enforce such rights or duties at any time in the future.
- 27. Jurisdiction.** This Agreement shall be governed and construed under the

laws of the State of Georgia. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the Practice.

28. Notice. Written Notice, when required, may be achieved either through electronic means at the email address provided by the party to be noticed or through first-class US Mail. All other required notice must be delivered by first-class US mail to the Practice at: **2140 McGEE RD SUITE A-1600B SNELLVILLE, GA. 30078** and to the Patient, at their address provided in Appendix B.

29. 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 and/or the status of the Medical Provider's panel size.

30. Patient Understandings (Please review the following before signing below):

- 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. (specifically for this subscribed Adult DPC services membership program)
- I have read and understand Dr. Lanier's controlled prescription policies
- 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, my family or my employees if applicable) in the practice voluntarily.
- I may receive a copy of this document upon request.
- This Agreement is non-transferable.

The Parties agree that throughout this agreement and its attachments, checking the appropriate box next to their name will constitute an electronic signature and shall be valid to the same extent as a handwritten signature.

APPENDIX A

SERVICES

1. Medical Services

Medical Services offered under this Agreement are those consistent with the medical provider's training & experience, and as deemed appropriate under the current practice circumstances, at the sole discretion of the Medical Provider. The Patient is responsible for all costs associated with any medications, laboratory testing, and specimen analysis related to these Services that are not done in office. The specific Medical Services provided under this Agreement free of charge include the following:

- Acute and Non-acute office visits
- Chronic disease management (e.g. diabetes, high blood pressure, asthma, heart disease)
- Preventive care
- Wellness visits
- Well-woman care

- Weight loss (*this includes counseling related to lifestyle changes/diet/exercise-- it does not include weight loss pharmacological interventions.
- Smoking cessation
- Healthy Lifestyle Counseling
- Ear wax removal
- EKG (*will be provided by an outside/or mobile service company or for abnormal EKG readings, medical provider will recommend 911/emergency room services for further evaluation. Note: Emergency Room services/fees are not covered under this contract; patient financial responsibility for outside services)
- Urinalysis
- Urine pregnancy test
- Pharyngeal swabs
- Blood glucose test
- Hemoglobin A1c test (*this lab test will be collected by an outside laboratory)
- Flu and COVID test

2. Non-Medical, Personalized Services. The Practice shall also provide Members with the following non-medical services:

- **After-Hours Access.**

Your medical provider is available during normal business hours of the practice. Therefore, your provider can see you as needed during regular business hours. However, if you are in need of medical care outside of normal business hours, call 911 and go to your nearest emergency room. If your medical question is not an emergency and can wait until the following business day, please contact our office the following business day to schedule you an in office visit or telehealth visit with your medical provider.

This agreement is for ongoing primary care, and not for emergency or urgent care services so if you are having an emergency, please call 911 and go to your nearest emergency room.

- **This agreement is for ongoing primary care, and not for emergency or urgent care services so if you are having an emergency, please call 911 and go to your nearest emergency room.**
- **Email Access.** Subject to the limitations of paragraph 14, above, The Patient shall be given the provider's/company email address to which non-urgent communications can be addressed. The Patient understands and agrees that neither email nor the internet 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 this situation, when s/he cannot speak to the medical provider immediately in person or by telephone, to call 911 or go to the nearest emergency medical assistance physician, and follow the directions of emergency medical personnel.
- **Same Day/Next Day Appointments.** When a Patient contacts the Practice prior to noon on a regular office day 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 between the following 2 -4 business days (Subject to the limitations of paragraph 16).
- **No Wait or Minimal Wait Appointments.** Every reasonable effort shall be made to assure that the Patient is seen by the medical provider immediately upon arriving for a scheduled office visit or after only a minimal wait. If the provider foresees more than a minimal wait time, Patient shall be contacted and advised of the projected wait time. Patient shall then have the option of seeing the medical provider at a later time or reschedule at a time convenient to the Patient.
- **Telehealth.** Telehealth (virtual visits) will be available when desired and deemed appropriate by the Patient and Medical Provider
- **Specialists Coordination.** The medical provider shall coordinate care with medical specialists and other practitioners to whom the Patient needs referral. The Patient understands that fees paid under this Agreement do not include specialist's fees or fees due to any medical professional other than the Practice staff.