



210 W. Las Cruces Ave. Las Cruces, NM 88005 575-502-4019 www.ThriveMDLC.com

Office Policies and Procedures

WHEREAS, Thrive MD Las Cruces (“Practice”) provides functional medical services and delivers personalized care; and

WHEREAS, Patient, desires to contract with Practice to obtain such services and care.

NOW, THEREFORE, Patient agrees to abide by the following business policies:

1. Initial Consult Time Limitations. Prior to the Initial Consult, Patient must fill out the medical history questionnaire,. Because the lab results lose accuracy over time, Patient must schedule the Initial Consult within ninety (90) days of the blood draw at the lab. If Patient fails to do so, Patient may be asked to complete the blood work again. Practice will make reasonable efforts to contact Patient to schedule the Initial Consult once Practice receives the results from the lab.

2. Appointment Cancellation Policy. If for any reason Patient must cancel a scheduled Initial Consult appointment (whether with Jana G Williams MD or with any other provider, including health coaches or dieticians), Patient shall give Practice written notice at least twenty-four (24) hours before the appointment time. **If Patient fails to give sufficient notice, then the Initial Consult appointment is forfeited and will not be rescheduled.**

3. No Refunds. Practice does NOT offer refunds for the Initial Consult.

5. Responsibility to Maintain Separate Primary Care Physician. Practice medical providers may consult with, but do not replace, care currently provided to Patient by other physicians, such as an internist, gynecologist, cardiologist, gastroenterologist, pediatrician (in the case of children), oncologist or other specialty care provider. Patient understands the possibility of a referral to a specialist for my condition(s) if Patient has not already consulted with an appropriate specialist. Practice medical providers, including Dr. Williams do not admit patients to the hospital or treat hospitalized patients.

Jana G Williams MD does not function as a primary care provider. Rather, Practice acts as an extension of Patient’s medical team in working on root cause resolution. As a condition of receiving services from Practice, Patient must maintain a relationship with an outside physician to act as a primary care provider and to provide emergency and urgent care. ***If Patient encounters a medical emergency and is not able to obtain care from his or her primary care physician(s), Patient is advised to contact 911 or report to a hospital emergency department as appropriate.***

6. Non-Participation in Insurance. Patient understands and acknowledges that Practice does NOT participate in any private or government funded health insurance, PPO or HMO plans or panels and has opted-out of Medicare. Patient shall not submit bills to any federal or state government payor (including Medicare, Medicaid, Tri-Care, Veterans Affairs, Federal Employee Health Benefits, etc.) for Services even if deemed to be a covered service under such insurance or health care plan. Patient acknowledges that neither Practice nor its professionals, including Jana G Williams MD, will bill any third-party health insurance plan for the Services provided to Patient.

However, Patient may, at Patient's discretion, independently submit bills only to Patient's private insurance company. However, Practice does not make any representation or warranty whatsoever that any fees paid under this Agreement are covered by Patient's health insurance plan. Patient shall be fully and completely responsible for payment to Practice. Patient is hereby advised to either obtain or keep in full force such health insurance policy(ies) or plan(s) that will cover Patient for general health care costs. Patient acknowledges that any health care agreements made with Practice do not cover hospital services, or any services not personally provided by Practice.

7. Private Contract. If Patient is eligible for Medicare, then Patient agrees to sign a Private Contract in the form designated by Practice. To the extent required by law, Patient agrees to enter into a renewed Private Contract every two (2) years, as requested by Practice.

8. Post-Initial Consult Communications. Practice will not provide continued care in terms of portal messaging support, phone calls or visits after the Initial Consult unless Patient has scheduled a follow-up appointment to continue care with Practice. However, Practice provider will substantively respond and answer inquiries seeking to clarify the recommendations made at the Initial Consult or to answer supplement usage or dosage questions. If, in the sole discretion of Practice, Patient's questions exceed the scope of that limited exception, Patient will be encouraged to come in for an appointment, or to seek counsel from their primary care physician.

9. General Communications Policy.

Patient understands and agrees that e-mail communications (outside of the secure patient portal), facsimile, video chat, instant messaging, and cell phone are not guaranteed to be encrypted, secure or confidential methods of communications. Patient agrees that any communications made outside of the patient portal are made at Patient's risk with respect to all e-mail communications. Patient understands that use of electronic communication outside of the secure patient portal has inherent limitations, including possible breach of privacy or confidentiality, difficulty in validating the identity of the parties, and possible delays in response.

Practice will not respond to e-mails or other messages that contain sensitive medical information. If a response is requested, Practice will respond through the secure patient portal. Though it is Practice's policy only to respond through the patient portal, by initiating correspondence through an unsecure and/or unencrypted channel, Patient hereby expressly waives Practice's obligation to guarantee confidentiality with respect to correspondence using such means of communication. Patient understands and acknowledges that Practice may retain any communications between Practice and Patient and include such communications in Patient's medical record.

Patient understands and agrees that portal messaging or e-mail 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 that Patient reasonably believes could develop into an emergency, Patient shall call 911 or proceed to the nearest emergency room, and follow the directions of emergency personnel.**

Practice checks telephone and portal messages during business hours and responds to them on a regular basis throughout the week. Portal messages are to be used for non-urgent messages only, and a response will generally be sent within two (2) business days. By leaving a telephone or portal message, Patient acknowledges and agrees that a prompt reply is NOT required or expected and acknowledges that Patient will not use portal messages to deal with emergencies or other time sensitive issues.

Practice expressly disclaims any liability associated with any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Patient as a result of any action, inaction, technical issues, or activity outside Practice's control, 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 portal messages, (iii) failure of Practice's computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of e-mail communications by a third-party; or (v) Patient's failure to comply with the guidelines regarding use of e-mail communications set forth in this Section.