



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

FEE-FOR-SERVICE AGREEMENT

THIS FEE-FOR-SERVICE AGREEMENT ("Agreement") is entered into on _____, 20____, ("Effective Date") by and between Thrive MD Las Cruces, located at 210 W Las Cruces Ave, Las Cruces, NM ("Practice"), and _____ ("Patient"). Practice and Patient may be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, Practice provides functional medical services and delivers personalized care, as enumerated in Attachment A, Fee Schedule, incorporated herein by reference; and

WHEREAS, Patient, according to the terms of this Agreement, desires to contract with Practice to obtain such services and care.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated as covenants, and the mutual promises herein made and exchanged, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Definitions. Throughout this Agreement, the following terms shall have the following meanings:

- (a) "Practice" shall mean Thrive MD LLC together with any and all of its medical practitioners.
- (b) "Patient" shall mean the individual (or individuals) specifically listed above and documented on the appropriate Client Intake Form(s). If one or more minors, incapacitated persons or persons subject to a power of attorney are documented on the appropriate client intake form(s), "Patient" shall include, jointly and severally, the parent, legal guardian, or surrogate decision maker of the Patient.
- (c) "Services" shall mean those services specifically enumerated in Attachment A and shall exclude any and all other services not specifically enumerated, including, but not limited to, specialized services, emergency services, prescriptions, supplements, lab work, x-rays, ultrasound, MRI or those services Practice is not equipped, licensed or otherwise capable of providing.

2. Fees. In consideration for the Services provided, Patient agrees to pay Practice the amount(s) as set forth at the end of this document. This fee is due at the time Services are rendered. The Parties agree that the fee payable herein is fair market value for the specific Services rendered. Practice reserves the right to discontinue providing Services to Patient upon Patient's failure to pay any fees pursuant to this Agreement.

3. Collections Policy. In the event of nonpayment, Practice reserves the right to turn your account over to a collection agency or attorney in order to obtain payment of fees owed.

4. 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. Practice shall not submit bills to any government or private insurer or federal or state health care program (including Medicare, Medicaid, Tri-Care, Veterans Affairs, Federal Employee Health Benefits, etc.) for Services even if deemed to be a covered service under such third-party insurance plan, and acknowledges that neither Practice nor its professionals will bill any third-party health insurance plan for the Services provided to Patient. Patient shall, therefore, remain fully and completely responsible for payment to Practice. Practice does not make any representation or warranty whatsoever that any fees paid under this Agreement are covered by Patient's health insurance or other third-party payment plans applicable to the Patient. Practice may provide receipts for services known as superbills. Patient may submit such superbills to any government or private insurer or federal or state health care program (including Tri-Care, Veterans Affairs, Federal Employee Health Benefits, etc.) for Services subject to the limitations of the policies and procedures of those third-parties. Patient hereby represents and warrants that Practice has advised Patient 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 this Agreement does not cover hospital services, or any services not personally provided by Practice.

Medicare Beneficiaries: Despite what is written in the paragraph above, if Patient is subject to a Medicare Private Contract with Practice or Advanced Beneficiary Notice provided by Practice, Patient understands that any Medicare Private Contract or Advanced Beneficiary Notice take precedence and Patient agrees to abide by those documents where those documents conflict with this Section 4.

5. Private Contract. If Patient is eligible for Medicare, or during the term of this Agreement becomes 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.

6. Communications. 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 which 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 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.

7. Practice is not Primary Care Provider. Practice's medical practitioners are not Patient's primary care physicians. Patient is required to have a separate primary care physician on file with Practice. If Patient encounters a medical emergency and is not able to obtain care from Patient's primary care physician(s), Patient shall contact 911 or report to a hospital emergency department as appropriate.

8. Change of Law. If there is a change of any law, regulation or rule, federal, state or local, ("Applicable Law") which affects this Agreement, or the duties or obligations of either Party under this Agreement, or any change in the judicial or administrative interpretation of any such Applicable Law, and Patient reasonably believes in good faith that the change will have a substantial adverse effect on his/her rights, obligations or operations associated with this Agreement, then Patient may, upon written notice, require Practice to enter into good faith negotiations to renegotiate the terms of this Agreement. If the Parties are unable to reach an agreement concerning the modification of this Agreement within forty-five (45) days after the date of the effective date of change, then either Party may immediately terminate this 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 this Agreement shall not be affected. Any invalid or unenforceable provision shall be modified to the minimum extent necessary so as to remove the basis for invalidity or unenforceability.

10. Amendment. No amendment of this Agreement shall be binding on Practice unless it is made in writing and signed by Practice. Practice may unilaterally amend this Agreement, to the extent permitted by Applicable Law, by sending Patient a thirty (30) day advance written notice of any such change. Any such changes are hereby incorporated by reference into this Agreement without

the need for signature of Patient and are effective as of the date established by Practice, except that Patient shall initial any such change upon Practice'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.

11. Assignment. This Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient. Practice may assign this Agreement in whole or in part provided Practice provides Patient with written notice of such assignment. To the extent Practice assigns this Agreement in whole or in part, the transferee or assignee shall enjoy and undertake the same rights and obligations herein as Practice has hereunder to the extent incorporated in such assignment.

12. Relationship of Parties. Patient and Practice intend and agree that Practice, in performing Services pursuant to this Agreement, is an independent contractor, as defined by the guidelines promulgated by the United States Internal Revenue Service and the United States Department of Labor, and Practice shall have complete control over the manner in which the Services are performed.

13. Legal Significance. Patient understands and acknowledges that this Agreement is a legal document that creates certain rights and responsibilities. Patient represents and warrants that he/she has had reasonable time to seek legal advice regarding this Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of this Agreement.

14. Force Majeure. Neither Party shall be liable to the other for the failure or delay in the performance of any of the obligations under this Agreement when such failure or delay is due, directly or indirectly, to any act of God, acts of civil or military authority, acts of public enemy, terrorism, fire, flood, strike, riots, wars, embargoes, governmental laws, orders or regulations, storms or other similar or different contingencies beyond the reasonable control of the respective Parties.

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. Notice. All written notices are deemed received by Practice if sent to the address of Practice written above and by Patient if sent to the Patient's address appearing in the applicable client intake form(s), provided notice to either Party is sent by Certified U.S. Mail, Return Receipt Requested. If Patient changes his/her address, Patient shall notify Practice promptly of his/her change of address.

18. Governing Law; Venue; Waiver of Jury Trial. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made more than two (2) years from when the aggrieved Party knew or should have known of the controversy, claim or dispute. The number of

arbitrators shall be one. If the Parties are unable to agree upon the selection of an arbitrator within twenty-one (21) days of commencement of the arbitration proceeding by service of a demand for arbitration, the arbitrator shall be selected by the American Arbitration Association. The place of arbitration shall be Dona Ana County, New Mexico and New Mexico law shall apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party shall pay its own proportionate share of arbitrator fees and expenses.

BOTH PARTIES EACH IRREVOCABLY WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

Practice

SIGNATURE: Jana Gossett Williams MD

PRINT NAME: Jana G Williams MD

TITLE: Physician/Owner

DATE: _____

Patient

SIGNATURE: _____

PRINT NAME: _____

TITLE (if parent, legal guardian, or surrogate decision maker): _____

DATE: _____

Thrive MD Las Cruces fees for services are as follows:

- Initial Consult: **\$225**
- Follow-up visit: **\$150**