



3855 Foothills Rd., Suite C Las Cruces, NM 88011 | 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 3855 Foothills Rd, Suite C, 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 per the Fee Schedule below; 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 Las Cruces together with any and all of its medical practitioners.
  - b) "Patient" shall mean the individual specifically listed above. If one or more minors, incapacitated persons or persons subject to a power of attorney are documented on the appropriate health history form(s). "Patient" shall include, jointly and severally, the parent, legal guardian, or surrogate decision maker of the Patient.
  - c) "Services" shall mean evaluation, diagnosis, counseling and care coordination 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. **Initial Consult:** Prior to the Initial Consult Patient must fill out the health history form and initial symptom survey.
3. **Appointment Cancellation Policy:** If for any reason Patient must cancel a scheduled appointment, Patient shall give Practice written notice at least twenty-four (24) hours before the scheduled appointment time.



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4. Fees. In consideration for the Services provided, Patient agrees to pay Practice the amount(s) 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.
5. No Refunds: Practice does NOT offer refunds for appointments.
6. Collections Policy. In the event of nonpayment, Practice reserves the right to turn the account over to a collection agency or attorney in order to obtain payment of fees owed.
7. 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 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.
8. 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 communication. Patient agrees that any communications made outside of the patient portal are made at Patient's risk with respect to all email 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 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.



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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 Patient will not use portal 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.

Practice will not provide continued care in terms of portal messaging support, phone calls, or visits after the Initial Consult unless Patient has schedule a follow-up appointment to continue care with Practice. However, Practice provider will substantively respond and answer inquiries seeking to clarify recommendations made at the Initial Consult or to answer supplement usage or dosage questions. If, in the sole discretion of the 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. Practice is not Primary Care Provider: Practice's medical practitioner is not Patient's primary care physician. 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 a separate primary care physician on file with Practice. Practice's medical provider may consult with, but does not replace, care currently provided to Patient by other physicians, such as an internist, gynecologist, cardiologist, gastroenterologist, pediatrician, oncologist or other specialty care provider.

Patient understands the possibility of a referral to a specialist for conditions if Patient has not already consulted with an appropriate specialist. Practices' medical provider does not admit patients to the hospital or treat hospitalized patients. 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



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- 10. 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.
- 11. Severability.** If 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 removing the basis for invalidity or unenforceability.
- 12. 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 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.
- 13. 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 as of the date established assignee shall enjoy and undertake the same rights and obligations herein as Practice has hereunder to the extent incorporated in such assignment.
- 14. Relationship** 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.
- 15. 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.



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16. 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.
17. 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.
18. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior oral and written understandings and agreements regarding the Agreement subject matter.
19. 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 of the change.
20. 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 is 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.
21. Termination: Either party may terminate this agreement with or without cause. Patient remains liable for any services already rendered.
22. Office Policies and Procedures: The Office Policies and Procedures of Thrive MD Las Cruces are incorporated herein.



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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: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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