

**PATIENT AGREEMENT**  
**Megan Weigel, DNP, L.L.C. d/b/a First Coast Integrated Medicine**

This agreement (this "Agreement") between MEGAN WEIGEL, DNP, L.L.C. d/b/a First Coast Integrative Medicine, a Florida professional limited liability corporation ("FCIM"), located at 135 Professional Drive, Suite 105, Ponte Vedra Beach, FL, 32082 and you, (referred to as "You" is effective as of the date of Your signature.

**Background**

FCIM specializes in integrative medicine. Integrative Medicine is a healing-oriented medicine that focuses on the least invasive, least toxic, and least costly evidence-based methods to help facilitate whole-person healing by integrating both allopathic (traditional or Western medical model) and complementary therapies, emphasizing the therapeutic relationship between the practitioner and patient. In exchange for certain fees paid by You and FCIM agree to the Services described in this Agreement on the terms and conditions set forth in this Agreement.

**Definitions**

1. **Services.** As used in this Agreement, the term Services shall mean a package of integrative medicine services, both medical and non-medical, and certain amenities (collectively "Services"), which are set forth in Appendix 1, attached hereto and incorporated herein.
2. **Fees.** In exchange for the services described herein, You will pay FCIM the amount as set forth in Appendix 1. This fee is payable upon execution of this agreement. If this Agreement is cancelled by either party then FCIM shall refund your pro-rated share of the monthly payment, remaining after deducting individual charges for services rendered to Patient up to cancellation.
3. **Non-Participation in Insurance.** You acknowledge that FCIM and its nurse practitioner do not participate in any health insurance or HMO plans or panels and has opted out of Medicare. Nothing herein or verbally discussed is to be construed as a representation that any fees due under this Agreement for anything are covered by your health insurance or other third-party payment plans applicable to you. You shall retain full and complete responsibility for any such determination. If you are eligible for Medicare, or during the term of this Agreement become eligible for Medicare, then you will sign the agreement attached as Appendix 2 and incorporated by reference. This agreement acknowledges your understanding that the nurse practitioner at FCIM has opted out of Medicare, and as a result, Medicare cannot be billed for any services performed for you by the NP. You agree not to bill Medicare or attempt Medicare reimbursement for any services whatsoever provided hereunder. You will renew and sign the agreement in Appendix 2 yearly.
4. **Not insurance.** You acknowledge and understand that this Agreement is not an insurance plan, and not a substitute for health insurance or other health plan coverage (such as membership in an HMO). It will not cover hospital services or any services not personally provided by FCIM. You acknowledge that FCIM has advised You to obtain or keep in full force your health insurance policy(ies) or plans that will cover You for general healthcare costs. You acknowledge 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.
5. **Term; Termination.** This Agreement will commence on the date first written above and will automatically renew monthly thereafter. Notwithstanding the above, both You and FCIM shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination, upon giving 30 days prior written notice to the other party. FCIM may terminate this agreement for cause if you fail to pay within ten days of renewal date, if you are disruptive or abusive or violate the law, in FCIM's sole discretion.

- 6. Communications.** You acknowledge that communications with the FCIM (including but not limited to with its nurse practitioner) using e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. As such, You expressly waive the NP's obligation to guarantee confidentiality with respect to correspondence using such means of communication. You acknowledge that all such communications may become a part of your medical records.

By providing Your e-mail address on the attached Appendix A, You authorize FCIM to communicate with You by e-mail regarding your "protected health information" (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations). You acknowledge that:

- a. E-mail is not a secure medium for sending or receiving PHI and, there is always a possibility that a third party may gain access;
- b. Although FCIM will make all reasonable efforts to keep e-mail communications confidential and secure, FCIM cannot assure or guarantee the absolute confidentiality of e-mail communications;
- c. In the discretion of FCIM, e-mail communications may be made a part of Patient's permanent medical record; and,
- d. Patient understands and agrees that e-mail is not an 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 in which the member could reasonably expect to develop into an emergency, patient shall call 911 or go to the nearest emergency room, and follow the directions of emergency personnel.**

Response time is not guaranteed. If You do not receive a response to an e-mail message within one day, You agree to use another means of communication to contact FCIM. FCIM will not be liable to You for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to You as a result of technical failures, 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 e-mail messages, (iii) failure of FCIM'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) your failure to comply with the guidelines regarding use of e-mail communications set forth in this paragraph.

- 9. Change of Law.** If there is a change of any law, regulation or rule, federal, state or local, which affects this Agreement, which are incorporated by reference in the Agreement, or the activities of either party under the Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights, obligations or operations associated with the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Agreement . If the parties are unable to reach an agreement concerning the modification of the Agreement within ten days after of date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.
- 10. 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 the Agreement shall not be affected, and that provision shall be

deemed modified to the minimum extent necessary to make that provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.

- 11. Reimbursement for services rendered.** If this Agreement is held to be invalid for any reason, and if FCIM is therefore required to refund all or any portion of the fees paid by You, You agree to pay FCIM an amount equal to the reasonable value of the Services actually rendered to You during the period of time for which the refunded fees were paid.
- 12. Amendment.** No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, FCIM may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation (“Applicable Law”) by sending You 30 days’ advance written notice of any such change. Any such changes are incorporated by reference into this Agreement without the need for signature by the parties and are effective as of the date established by FCIM, except that You shall initial any such change at FCIM’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 You may have under it, may not be assigned or transferred by You.
- 14. Legal Significance.** You acknowledge that this Agreement is a legal document and creates certain rights and responsibilities. You also acknowledge having had a reasonable time to seek legal advice regarding the Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of the Agreement.
- 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, along with the appendixes, 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. Jurisdiction; Attorneys and Other Fees.** This Agreement shall be governed and construed under the laws of the State of Florida and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction in St. Johns County, Florida. In the event that suit is filed against you for fees required herein or any other reason, you agree to pay for FCIM’s attorneys fees and other costs related to the action if FCIM prevails.
- 18. Service.** All written notices are deemed served if sent to the address of the party written above or appearing in Appendix A by first class U.S. mail.

By signing below, You represent that you understand that Integrative Medicine is a healing-oriented medicine that focuses on the least invasive, least toxic, and least costly methods to help facilitate healing by integrating both allopathic (traditional or Western medical model) and complementary therapies. It emphasizes the therapeutic relationship between the practitioner and patient and is informed by evidence. Therapies are recommended based on an understanding of the physical, emotional, psychological, and spiritual aspect of the individual, or the whole person. Integrative Medicine maintains that healing is possible, even when curing is not. You promise that the information You have provided to FCIM is correct, will be used for my benefit and FCIM is relying on its accuracy. You are responsible for

providing FCIM with any necessary information, changes in information, and prompt completion of forms. You understand that in the event that financial obligations cannot be met, FCIM has the right to terminate treatment on me regardless of whether or not the treatment objectives have been met.

The parties have signed duplicate counterparts of this Agreement effective as of the date of the patient's signature below.

**Megan Weigel, DNP, LLC**  
**d/b/a First Coast Integrative Medicine**

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Megan R. Weigel, Manager

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Patient Name

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Patient Signature; Date

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Patient Address

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Patient Phone Number

## Appendix A

### Services and Payment Terms

1. **Medical Services.** As used in this Agreement, the term Medical Services shall mean those medical services (integrative or otherwise) that the FCIM providers are permitted to perform under the laws of the State of Florida and that are consistent with their training and experience as a family nurse practitioner.

To account for vacations, sick days, and other similar situations, your usual nurse practitioner may not be the person providing services hereunder. During such times, Your calls to FCIM will be directed to a provider who is covering for FCIM. FCIM will make every effort to arrange for coverage and to accommodate your in-person visit needs but cannot guarantee such coverage. There will be no extra charges for substitute coverage. Notice of absence or substitute will be provided.

2. **Non-Medical, Personalized Services.** FCIM shall also provide You with the following non-medical services (“**Non-Medical Services**”):

(a) **24/7 Access.** Subject to Section 1, if You elect the Concierge Plan, You shall have access to FCIM via instant messaging and video chat. You shall also have direct telephone and text access to FCIM and its provider on a twenty-four hour per day, seven day per week basis, subject to Section 1. During the absence for vacations, continuing medical education, illness, emergencies, or days off, the NP will provide the services of an appropriate licensed healthcare provider for assistance in obtaining medical services. You shall be given instructions as to how to contact such healthcare provider. Such provider shall be available to You to the same extent as would the NP. If you do not elect the Concierge Plan, you will have telephone access to the NP during noted clinic hours only and can expect a call back within 24 hours.

(b) **E-Mail Access.** You shall be given an e-mail address; *the FCIM provider will read and respond* to non-urgent communications. Such communications shall be responded by FCIM in a timely manner. **You understand and agree that email and the internet should never be used to access medical care in the event of an emergency, or any situation that Patient could reasonably expect may develop into an emergency.** You agree that in such situations, when You cannot speak to a licensed professional at FCIM immediately in person or by telephone, that You shall call 911 or the nearest emergency medical assistance provider, and follow the directions of emergency medical personnel.

(c) **No Wait or Minimal wait Appointments.** Every effort shall be made to assure that You are seen immediately upon arriving for a scheduled office visit or after only a minimal wait. If FCIM foresees a minimal wait time, You shall be contacted and advised of the projected wait time.

(d) **Home or Office Visits.** If You elect the Concierge Plan, You may request that the visit occur in your home. In situations where FCIM considers such a visit reasonably necessary and appropriate, FCIM will make every reasonable effort to comply with Your request. Similarly, if you are a fee-for-service patient and request a home visit, and it is thought to be reasonably necessary and appropriate, an effort to comply with the request will be made. For non-concierge patients, an additional fee may apply.

(e) **Specialists.** First Coast Integrative Medicine NP shall coordinate with medical specialists to whom Patient is referred to assist Patient in obtaining specialty care. You understand that fees paid

under this Agreement do not include and do not cover specialists' fees or fees due to any medical professional other than the First Coast Integrative Medicine NP.

**(f) Cancellations and terms of plans.**

Concierge Plan: The Concierge Plan includes a 2-hour initial consultation, 1-hour follow-up visit to discuss an Integrative Medicine plan, 10 additional hourly visits per year (may be done virtually), and 24/7 phone and text access to the NP. If You elect the concierge plan, a payment schedule must be set up at time of election of plan. Charges are automatically deducted from the credit card on file at the time chosen at your initial visit: once yearly, quarterly, every 6 months, or once monthly on the date of the month closest to the date of your first appointment (1<sup>st</sup>, 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 25<sup>th</sup>, or 30<sup>th</sup>). Check here to pick your payment schedule:

- Yearly**
- Twice a year**
- Quarterly**
- Monthly**

Appointments do not carryover after the anniversary of your first visit. Memberships cannot be backdated to include previous appointments. 24 hours-notice is required for cancellation of appointment. There is a \$150 cancellation fee for cancellation of an Initial Consult visit, and a \$50 fee for cancellation of other appointments. If You cancel this agreement prior to the end of the one-year term, all remaining payments will become immediately due and charged to your credit card. Requests for cancellation of membership and refund will be dealt with on an individual basis. FCIM does not accept insurance. If requested, an invoice will be given to the patient to submit to the commercial insurance company. FCIM will not intervene with the commercial insurance company. Persons with Medicare and Medicaid are not eligible for reimbursement.

Fee-for-service appointments: Payments must be made at time of service. Unless otherwise requested, payment will be made by a charge to the credit card on file. Twenty-four (24) hours-notice is required for cancellation of appointment. There is a \$150 cancellation fee for cancellation of an Initial Consult visit, and a \$50 fee for cancellation of other appointments. FCIM does not accept insurance. If requested, an invoice will be given to the patient to submit to the commercial insurance company. FCIM will not intervene with insurance company. Persons with Medicare and Medicaid are not eligible for reimbursement.