

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 have either chosen not to do so or have done so and are 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

Megan R. Weigel, Manager

Patient Name

Patient Signature; Date

Patient Address

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) **Email Access.** You shall be given an email 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, all additional 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 (1st, 5th, 10th, 15th, 25th, or 30th). 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.

First Coast Integrative Medicine
135 Professional Drive, Ste 105
Ponte Vedra Beach, FL 32250
(904) 543-3510
EIN: 83-2059711
NPI: 1609968163 (Megan Weigel, DNP)

Appendix 2

Medicare Opt Out Agreement

This agreement (“**Agreement**”) is entered into by and between **Megan Weigel, DNP, LLC/dba First Coast Integrative Medicine (FCIM)**, whose principal medical office is located at 135 Professional Drive, Ponte Vedra Beach, FL, 32082, and

_____, a beneficiary enrolled in Medicare Part B (“Beneficiary”), who resides at _____, _____, Florida/Hawaii _____.

Introduction

The Balanced Budget Act of 1997 allows providers, including nurse practitioners like Megan Weigel, DNP, ARNP (the “Nurse Practitioner”), to “opt out” of Medicare and enter into private contracts with patients who are Medicare beneficiaries. In order to opt out, providers are required to file an affidavit with each Medicare carrier that has jurisdiction over claims that they have filed (or that would have jurisdiction over claims had the physicians not opted out of Medicare). In essence, the provider must agree not to submit any Medicare claims nor receive any payment from Medicare for items or services provided to any Medicare beneficiary for two years.

This Agreement between Beneficiary and FCIM is intended to be the contract providers are required to have with Medicare beneficiaries when providers opt-out of Medicare. This Agreement is limited to the financial agreement between FCIM and Beneficiary and is not intended to obligate either party to a specific course or duration of treatment.

Nurse Practitioner Responsibilities

- (1) FCIM agrees to make Nurse Practitioner available to provide Beneficiary such treatment as may be mutually agreed upon and at mutually agreed upon fees.
- (2) FCIM agrees not to submit any claims under the Medicare program for any items or services rendered by Nurse Practitioner, and to make sure Nurse Practitioner does not file claims, even if such items or services are otherwise covered by Medicare.
- (3) FCIM agrees not to execute this contract at a time when Beneficiary is facing an emergency or urgent healthcare situation.

- (4) FCIM agrees to provide Beneficiary with a signed copy of this document before items or services are furnished to Beneficiary under its terms. FCIM also agrees to retain a copy of this document for the duration of the opt-out period.
- (5) FCIM agrees to submit copies of this contract to the Centers for Medicare and Medicaid Services (CMS) upon the request of CMS.

Beneficiary Responsibilities

- (1) Beneficiary agrees to pay for all items or services furnished by FCIM by its Nurse Practitioner and understands that no reimbursement will be provided under the Medicare program for such items or services.
- (2) Beneficiary understands that no limits under the Medicare program apply to amounts that may be charged by FCIM for such items or services.
- (3) Beneficiary agrees not to submit a claim to Medicare for FCIM's services and not to ask FCIM to submit a claim to Medicare.
- (4) Beneficiary understands that Medicare payment will not be made for any items or services furnished by FCIM that otherwise would have been covered by Medicare if there were no private contract and a proper Medicare claim had been submitted.
- (5) Beneficiary understands that Beneficiary has the right to obtain Medicare-covered items and services from providers who have not opted out of Medicare, and that Beneficiary is not compelled to enter into private contracts that apply to other Medicare-covered items and services furnished by other providers who have not opted out of Medicare.
- (6) Beneficiary understands that Medigap plans (under section 1882 of the Social Security Act) do not, and other supplemental insurance plans may elect not to, make payments for such items and services not paid for by Medicare.
- (7) Beneficiary understands that CMS has the right to obtain copies of this contract upon request.

Medicare Exclusion Status of Nurse Practitioner

Beneficiary understands that Nurse Practitioner has not been excluded from participation under the Medicare program under section 1128, 1156, 1892, or any other sections of the Social Security Act.

Duration of the Contract

This contract becomes effective on _____, and will continue in effect until _____. Either party may terminate treatment with reasonable notice to the other party. Notwithstanding this right to terminate treatment, both FCIM and Beneficiary agree that the obligation not to pursue Medicare reimbursement for items and services provided under this contract will survive this contract.

Successors and Assigns

The parties agree that this agreement will be fully binding on their heirs, successors, and assigns.

First Coast Integrative Medicine

By _____
Megan Weigel, DNP, ARNP-c, APHN-c, MSCN

_____, 2019
Date Signed by Professional Corporation

Nurse Practitioner, as an employee of FCIM, acknowledges her obligations herein:

Megan Weigel, DNP, ARNP-c, APHN-c, MSCN

Name of Beneficiary (printed)

Signature of Beneficiary

Date Signed

NOTICE THAT SERVICES ARE NOT PRIMARY CARE

I understand that Megan Weigel, DNP is not acting as my primary care provider. I understand that even though she may address issues affecting my general health, the practice is focused on a complementary, holistic or integrative approach to medicine. It is in my best interest to also have a primary care provider to ensure that I am fully informed about all available conventional means to address any medical conditions I may have. I understand that FCIM does not provide emergency, on-call assistance. Even should Dr. Weigel provide treatment for a condition, I understand this assistance does not mean she is taking primary responsibility for managing that condition, but is complementing the care I receive from my primary care provider. I understand that in addition to a primary care provider, it may be in my best interest to have appropriate specialists, such as a cardiologist if I have cardiac problems or a pediatrician if I am seeking treatment for my children.

I also understand that it is my responsibility on an ongoing basis to inform FCIM of the name of and contact information for my primary care provider and treating specialists, of any diagnoses I have received, and of any treatments I have had or am now undergoing for current conditions. I also understand that it is important for me to let my primary care provider know about any recommendations/treatments performed by Dr. Weigel in order to ensure that my care is properly coordinated.

My primary care provider is:

Name _____

Address _____

Phone _____

Patient Name _____

Patient Signature _____ Date _____

NOTICE AND CONSENT AS TO NATURE OF SERVICES

I understand that care I receive from FCIM may be non-traditional or non-conventional. Such services are commonly referred to as complementary or alternative medicine (ACM or CAM), holistic care, or integrative medicine. This can include a variety of innovative medical treatments as well as nutritional and herbal consultation, and mind-body approaches to care. Many of these services may not be recognized as standard medical practice, generally accepted by the medical community, or approved by the Food and Drug Administration or other regulatory agencies. While many of these approaches have long been practiced, they may still be considered investigational or experimental. I am seeking care from FCIM in order to benefit from Dr. Weigel’s special training in integrative medicine and receive advice and treatment about such care.

Nutritional and Herbal Guidance: Consultations may include discussion of diet, dietary supplements, and herbal or botanical products. While herbs and botanical products are generally available over-the-counter and considered safe based upon their long history of use, many of them have not been widely tested. There is some risk that these products could prove harmful, particularly if I am allergic to them, which in rare circumstances could lead to serious consequences. I understand that interactions between herbs, and between herbs and drugs, are not yet well known. While unlikely, I could have an adverse reaction or experience a reduction or increase in the effect of other medications. This can have serious consequences for some medications, such as for high blood pressure or blood sugar. I will let Dr. Weigel and other providers know what herbs I am taking. I agree to notify FCIM if I experience any interactions or adverse experiences or reactions; if they are not serious, I will notify her to ask for her assistance and if serious, I agree to seek emergency care first before notifying FCIM.

Recommendations could include fasting and other forms of detoxification. While this is generally safe, some people may experience a healing crisis, which may be a short period in which ones symptoms increase, or a period of a flu-like illness during which there could be some mild fever, chills, dizziness, loss of appetite, and so forth. Such an experience, while unpleasant, can signal that the body is effectively detoxifying or undergoing a healing effort.

Mind/Body Medicine: Mind/body medicine is an emerging medical view intended to improve patient well-being by improving lifestyle, capacity to function in a meaningful and effective way, and reversing the impacts of stress. Because stress and emotional states may play an important role in my medical conditions, Dr. Weigel may assist me in recognizing more successful approaches to lifestyle and mind/body approaches such as meditation, massage, or other stress management techniques.

Patient Name _____

Patient Signature _____ Date _____

First Coast Integrative Medicine

AUTHORIZATION TO RELEASE HEALTHCARE INFORMATION

Patient's Name: _____ Date of Birth: _____

Previous Name: _____ Social Security #: _____

I request and authorize _____ to
release healthcare information of the patient named above to:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

This request and authorization applies to:

Healthcare information relating to the following treatment, condition, or dates: _____

All healthcare information

Other: _____

Definition: Sexually Transmitted Disease (STD) as defined by law, RCW 70.24 et seq., includes herpes, herpes simplex, human papilloma virus, wart, genital wart, condyloma, Chlamydia, non-specific urethritis, syphilis, VDRL, chancroid, lymphogranuloma venereum, HIV (Human Immunodeficiency Virus), AIDS (Acquired Immunodeficiency Syndrome), and gonorrhea.

Yes No I authorize the release of my STD results, HIV/AIDS testing, whether negative or positive, to the person(s) listed above. I understand that the person(s) listed above will be notified that I must give specific written permission before disclosure of these test results to anyone.

Yes No I authorize the release of any records regarding drug, alcohol, or mental health treatment to the person(s) listed above.

Patient Signature: _____ Date Signed: _____

THIS AUTHORIZATION EXPIRES NINETY DAYS AFTER IT IS SIGNED.

First Coast Integrative Medicine

AUTHORIZATION TO RELEASE HEALTHCARE INFORMATION

Patient's Name: _____ Date of Birth: _____

Previous Name: _____ Social Security #: _____

I request and authorize _____ to
release healthcare information of the patient named above to:

Name: **Megan Weigel, DNP, ARNP at First Coast Integrative Medicine**

Address: **135 Professional Drive, Ste 105**

City: **Ponte Vedra**

State: **FL** Zip Code: **32082**

Phone: **(904) 543-3510** Fax: **(904) 990-1331**

This request and authorization applies to:

Healthcare information relating to the following treatment, condition, or dates: _____

All healthcare information

Other: _____

Definition: Sexually Transmitted Disease (STD) as defined by law, RCW 70.24 et seq., includes herpes, herpes simplex, human papilloma virus, wart, genital wart, condyloma, Chlamydia, non-specific urethritis, syphilis, VDRL, chancroid, lymphogranuloma venereum, HIV (Human Immunodeficiency Virus), AIDS (Acquired Immunodeficiency Syndrome), and gonorrhea.

Yes No I authorize the release of my STD results, HIV/AIDS testing, whether negative or positive, to the person(s) listed above. I understand that the person(s) listed above will be notified that I must give specific written permission before disclosure of these test results to anyone.

Yes No I authorize the release of any records regarding drug, alcohol, or mental health treatment to the person(s) listed above.

Patient Signature: _____ Date Signed: _____

THIS AUTHORIZATION EXPIRES NINETY DAYS AFTER IT IS SIGNED.