



MyMD Direct, PLLC
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Charlotte, NC 28226
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NEW PATIENT AGREEMENT
MyMD Direct, PLLC

This New Patient Agreement (the "**Agreement**") is between **MyMD Direct, PLLC**, a North Carolina professional limited liability company, located at 6404 Carmel Road, Suite 202, Charlotte, NC 28226, and _____ ("**You**" or "**Patient**").

Background

David Bruce Mabry, M.D. and any subsequent medical doctor engaged by MyMD Direct, PLLC, who specializes in internal medicine, will deliver medical care on behalf of MyMD Direct, PLLC, at the address set forth above (each a "**Physician**" and collectively the "**Physicians**"). In exchange for certain fees paid by You, MyMD Direct, PLLC, by and through its Physician(s), agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

Definition of Patient

The Patient is defined as the person for whom the Physician shall provide Services. The Patient has signed this Agreement.

Services

As used in this Agreement, the term Services, shall mean **a package of services, both medical and non-medical, and certain amenities** (collectively, "**Services**"), all of which are offered by MyMD Direct, PLLC, to Patient as set forth in Appendix 1, which is incorporated by reference.

Term

_____ (Patient Initials) **Annual Term**. This Agreement shall commence on the date signed by the parties below and shall continue for a period of one year, **automatically renewed for consecutive periods of one year each unless terminated by either party in accordance with this Agreement.**

_____ (Patient Initials) **Monthly Term**. This Agreement shall commence on the date signed by the parties below and shall continue for a period of one month, **automatically renewed for consecutive periods of one month each unless terminated by either party in accordance with this Agreement.**

Membership Fees

In exchange for the Services described herein, **Patient agrees to pay MyMD Direct, PLLC, the amounts as set forth in the attached Appendix 1.** The enrollment fee and either the annual fee or the monthly fee for the first month are payable upon execution of this Agreement (depending on which option is chosen by the Patient). If the Patient has elected the Monthly Term, the monthly fee is payable for each subsequent month, and can be put on automatic debit for their bank account or credit card. If this Agreement is cancelled by either party prior to the expiration of either the Annual Term or the Monthly Term, then MyMD Direct, PLLC shall refund the Patient's pro-rated share of any prepaid fees remaining after deducting individual charges for Services rendered to Patient up to the date of such early termination. The enrollment fee will not be refunded.

Non-Participation in Insurance or Medicare

Patient acknowledges that **neither MyMD Direct, PLLC, nor any of the Physicians participate in any health insurance or HMO plans or panels and has opted out of Medicare.** Neither MyMD Direct, PLLC nor any of the Physicians makes any representations 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. The Patient shall retain full and complete responsibility for any such determination. If the Patient is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then Patient will immediately sign the Medicare Opt-Out Agreement attached as Appendix 2, and incorporated by reference.

For clarification and avoidance of doubt, this Agreement is written notice to Patient and Patient, by signing this Agreement, acknowledges Patient's understanding that Physician has opted out of Medicare, and as a result, **Medicare cannot be billed for any services performed for Patient by the Physician(s).** Patient agrees that Patient will not bill Medicare or attempt to obtain Medicare reimbursement for any Services provided by MyMD Direct, PLLC and/or Physician. Patient shall renew and sign Appendix 2 yearly.

Insurance or Other Medical Coverage

Patient acknowledges and understands 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). This Agreement will not cover hospital services, or any services not personally provided by MyMD Direct, PLLC and/or its Physicians. Patient acknowledges that MyMD Direct, PLLC has advised that **Patient should obtain or keep in full force such health insurance policies or plans that will cover Patient for general healthcare costs.** Patient acknowledges 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 policy or health plan coverage that Patient may carry.**

Termination

Patient and MyMD Direct, PLLC shall each have the absolute and unconditional right to terminate this Agreement, without the showing of any cause for termination, upon giving 30 days' prior written notice to the other party. If Patient has elected a Monthly Term and fails to pay the monthly fee due on or before the then current monthly renewal date or within 5 days thereafter, then this Agreement shall not renew and instead shall terminate based on NONPAYMENT clause below upon notice from MyMD Direct, PLLC to Patient.

Nonpayment

If Patient's account has an **UNPAID balance at the end of ONE MONTH, Patient's membership will become INACTIVE.** The membership will remain with MyMD Direct, PLLC, however, payment in full will be required before any further services are rendered. **If no payment is received in the second consecutive month, it will be assumed that Patient has chosen to self-terminate membership and accordingly, the Patient's account will be ARCHIVED.** Once Patient's membership has been cancelled, Patient will then **need to re-enroll for membership.** Re-

enrollment will require full payment of past due balance, payment of the \$250 re-enrollment fee, and being placed on our WAITLIST until an opening is available.

Communications

Patient acknowledges and agrees that communications with the Physician using **e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications**. As such, the Patient expressly waives the Physician's obligation to guarantee confidentiality with respect to correspondence using such means of communication. Patient further acknowledges and agrees that **all such communications may become a part of the Patient's medical records**.

Further, by providing Patient's e-mail address on the signature page, Patient authorizes MyMD Direct, PLLC, and its Physicians to communicate with Patient by e-mail regarding Patient's "protected health information" ("**PHI**") (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and its implementing regulations, as amended). By inserting Patient's e-mail address on the signature page, Patient acknowledges and expressly agrees that:

- E-mail is not necessarily a secure medium for sending or receiving PHI and, there is always a possibility that a third party may gain unauthorized access;
- **Although the Physician(s) will make all reasonable efforts to keep e-mail communications confidential and secure, neither MyMD Direct, PLLC, nor its Physician(s) can assure or guarantee the absolute confidentiality of e-mail communications;**
- In the sole discretion of the Physician(s), **e-mail communications may be made a part of Patient's permanent medical record;** and
- 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 Patient could reasonably expect to develop into an emergency, Patient shall call 911 or the nearest emergency room, and follow the directions of emergency personnel.

If Patient does not receive a response to an e-mail message within one day, Patient agrees to use another means of communication to contact the Physician(s) or MyMD Direct, PLLC. Neither MyMD Direct, PLLC, nor its Physician(s) will be liable to Patient for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Patient as a result of technical failures, including, but not limited to, the following:

- technical failures attributable to any internet service provider,
- power outages,
- failure of any electronic messaging software,
- failure to correctly address e-mail messages,
- failure of the Practice's computers or computer network, or faulty telephone or cable data transmission,
- any interception of e-mail communications by a third party, or
- Patient's failure to comply with the guidelines regarding use of e-mail communications set forth in this paragraph.

Change of Law

If there is a change of any law, regulation or rule, federal, state or local, which affects this Agreement or the activities of either party under this 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 this Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement so as to comply with such change. If the parties are unable to reach an agreement concerning the modification of this Agreement within forty-five days after the effective date of change, then either party may immediately terminate this Agreement by written notice to the other party.

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, 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.

Reimbursement for Services Rendered

If this Agreement is held to be invalid for any reason, and if MyMD Direct, PLLC is therefore required to refund all or any portion of the monthly fees or annual fees paid by Patient, Patient agrees to pay MyMD Direct, PLLC an amount equal to the reasonable value of the Services actually rendered to Patient during the period of time for which the refunded fees were paid.

Amendment

No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by both of the parties. Notwithstanding the foregoing, MyMD Direct, PLLC may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation ("**Applicable Law**") by sending Patient 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 MyMD Direct, PLLC except that Patient shall initial any such change at MyMD Direct, PLLC'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. In the event of conflict between this Section and the Section of this Agreement entitled "Change of Law," this Section shall govern and control.

Assignment

This Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient.

Relationship of Parties

Patient and MyMD Direct, PLLC intend and agree that the Physician(s), in performing his or her duties under this Agreement, is an independent contractor, as defined by the guidelines promulgated by the United States Internal Revenue Service and/or the United States Department of Labor, and the Physician(s) shall have exclusive control of his or her work and the manner in which it is performed.

Legal Significance

Patient acknowledges that **this Agreement is a legal document** and creates certain rights and responsibilities. Patient also acknowledges 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.

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.

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.

Jurisdiction

This Agreement shall be governed and construed under the laws of the State of North Carolina without regard to its conflicts of law rules, and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction in Charlotte, North Carolina.

Notices

All written notices are deemed served if sent to the address of the party either written above or appearing on the signature page by first class U.S. mail. The parties have signed duplicate counterparts of this Agreement on the date written next to their signatures below.

[The Balance of this Page is Left Intentionally Blank –

Signatures Appear on the Following Page]

MyMD Direct, PLLC
A North Carolina Professional Limited Liability Company

David Bruce Mabry, M.D., its Manager

Date

Patient

Patient Signature

Date

Patient Name (Please Print)

Patient Address

Patient Email Address

Patient Cell Phone

Appendix 1 Services and Payment Terms

Medical Services.

1. As used in this Agreement, the term **Medical Services** shall mean all medical services that the Physician(s) are permitted to perform under the laws of the State of North Carolina and that are consistent with such Physician's training and experience as a **Board-certified internal medicine physician**.

2. With membership, Patient shall be entitled to an annual in-depth wellness examination and Evaluation ("Physical Exam") which shall be performed by a Physician, and include the following:
 - In depth personal and family history with a thorough Physical Exam
 - Health Risk Assessment
 - Vision Screening
 - Individual Age and Diagnosis appropriate screenings (for example, EKG, PSA, Pap smear, spirometry (breathing tests)*)
 - Comprehensive Lab Screening (Fasting Lipid Panel, Urinalysis, Complete Blood Count, Comprehensive Metabolic Panel, and Thyroid Screening Tests).
 - Additional labs can be drawn at additional cost, if appropriate*
 - Psychosocial Screening
 - Custom Wellness Plan to Include Exercise and Dietary Plan

*Some restrictions may apply

Non-Medical, Personalized Services.

MyMD Direct, PLLC shall also provide Patient with the following non- medical services ("Non-Medical Services"):

1. After Hours Emergency Access. Patient shall have access to the Physician(s) via telephone, instant messaging, and video chat. All AFTER HOURS phone calls, texts, and emails should be of an URGENT basis. After hours calls for refills, lab results, and non-urgent questions will be returned within one business day.

2. Notice of Physician's Absence. Patients will be notified of Physician's absence for vacations, continuing medical education, or days off at least one week prior to the Physician's absence, if possible, via email or text. In the case of Physician's illness or emergency, Patient will be given as much notice as is possible under the particular circumstances. All matters regarding refills, lab results, appointments and questions will be addressed the week prior to absence or upon return. When the Physician is absent, patients should seek emergency treatment at urgent care centers or a hospital emergency department, as determined by the Patient in their reasonable discretion. If Physician must be gone during regular business hours but is not out of town, please leave a voicemail/text/email and the Physician will call you back within four to six hours on a business day.

3. E-Mail Access. Patient shall be given the Physician's e-mail address to which nonurgent communications can be addressed. Such communications will be dealt

with by the Physician or staff member of MyMD Direct, PLLC in a timely manner. Patient understands and agrees 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. Patient agrees that in such situations, when a Patient cannot speak to a Physician immediately in person or by telephone, that Patient shall call 911 or the nearest emergency medical assistance provider and follow the directions of emergency medical personnel.

4. **Minimal Wait Appointments.** Every effort shall be made to assure that Patient is seen by the Physician immediately upon arriving for a scheduled office visit or after only a minimal wait. **If Physicians foresee more than a minimal wait time, Patient shall be contacted and advised of the projected wait time so the Patient can make a decision about potentially re-scheduling their appointment.**
5. **Appointments within 48 hours.** When Patient calls or e-mails the Physician to schedule an appointment, **every reasonable effort shall be made to schedule an appointment during normal office hours with the Physician within 48 hours.**

Normal Office Hours: By appointment only

Monday: 9:00 am-5:00 pm

Tuesday: 9:00 am-5:00 pm

Wednesday: 9:00 am-5:00 pm

Thursday: 9:00 am-5:00 pm

Friday: 9:00 am-3:00 pm

6. **Home or Office Visits.** Patient may request that the Physician see Patient in Patient's home or office, and in situations where the Physician considers such a visit reasonably necessary and appropriate, Physicians will make every reasonable effort to comply with Patient's request.
7. **Family Members Visiting Patient.** Family members temporarily visiting a Patient from out of town may, for a two- week period, take advantage of the services described in subparagraphs (a), (c), and (d) of this paragraph. Medical services rendered to Patient's visitors shall be charged on a fee-for-service basis.
***Family members who are Medicare beneficiaries must be covered by a Medicare opt out and waiver agreement in order to be treated by a MyMD Direct, PLLC Physician.**
8. **Specialists.** MyMD Direct, PLLC Physicians shall coordinate with medical specialists to whom Patient is referred to assist Patient in obtaining specialty care. Patient understands that fees paid under this Agreement do not include and do not cover specialist's fees or fees due to any medical professional other than the MyMD Direct, PLLC Physicians.
9. **Chronic Opioid Medications.** **Physician does NOT prescribe chronic pain medications, such as opioid narcotics.** Physician will make every effort to wean Patient from these medications. **Physician will not stock any controlled substances in the office.** If chronic pain medication is necessary for Patient's treatment plan, **Physician will refer to a Pain Specialist** and work in conjunction with the Pain Specialist to treat all other aspects of Patient's health.

Membership Fees:

ONE TIME Enrollment Fee: \$150.00 for an individual patient age 18 and over (and \$75.00 for each additional family member)

Monthly Fee: \$100.00 per month

Annual Fee: \$1100.00 per year

Please note: The enrollment fee and the pro-rated first month's Membership Fee (if the Monthly Term is chosen) are paid automatically at the time of enrollment. There is no proration of the Annual Fee, since it is already a discounted amount.