

PHYSICIAN-PATIENT AGREEMENT

This is an agreement between **Revolution Family Medicine, PLLC**, which is located at 56 N Broad St E, Angier, NC, Dr. Jessica Sloan (Physician) in her capacity as agent of Revolution Family Medicine, and you, (Patient).

Background

The physician, who specializes in family medicine, delivers care on behalf of Revolution FM, at the address set forth above. In exchange for certain fees paid by you as the Patient, Revolution FM, through its physician, agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

Definitions

1. **Patient.** A patient is defined as those persons for whom the Physician shall provide Services, and who are signatories to, or listed on the documents attached as Appendix 1, and incorporated by reference to this agreement.
2. **Services.** As used in the Agreement, the term Services, shall mean a package of services, both medical and non-medical, and certain amenities (collectively "Services"), which are offered by Revolution Family Medicine, and set forth in Appendix 1.
3. **Terms.** This agreement shall commence on the date signed by the parties below and shall continue for a period of one month, automatically renewed.
4. **Fees.** In exchange for the services described herein, Patient agrees to pay Revolution Family Medicine for copays, deductibles, and services that are not covered by your Medicare insurance.
5. **Communications.** Patient acknowledges that communications with the Physician using e-mail, facsimile (fax), video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. As such, Patient expressly waives the Physician's obligation to guarantee confidentiality with respect to correspondence using such means of communication. Patient acknowledges that all such communications may become a part of your medical records.

By providing Patient's email address on the attached Appendix 1, Patient authorizes Revolution FM and its Physicians to communicate with Patient by email regarding Patient's "protected health information" (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its

implementing regulations). By inserting Patient's email address and phone number in Appendix 1, Patient acknowledges that:

(a) Email/Text are not a secure medium for sending or receiving PHI and there is always a possibility that a third party may gain access;

(b) Although the Physician will make all reasonable efforts to keep email or text communications confidential and secure, neither Revolution FM, nor the Physician, can ensure or guarantee the absolute confidentiality of email or text communications;

(c) Email/text communications may be made a part of Patient's permanent medical record;

(d) Patient understands and agrees that email and text are not appropriate means of communication regarding emergency or other time-sensitive issues or for inquires regarding sensitive information. **In the event of an emergency, or a situation which could be reasonably expected to develop into an Emergency, the Patient shall call 911 or the nearest Emergency room and follow the directions of the emergency Personnel.**

If the patient does not receive a response to an email/text message within one day, Patient agrees to use another means of communication to contact the Physician. Neither Revolution Family Medicine nor the Physician 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 the technical failures, including, but not limited to technical failures attributable to any internet service provider, power outages, failures of any electronic message software, or failure to properly address email messages, failure of the Practice's computers or computer network, or faulty telephone or cable data transmission, any interception of email communications by a third party, or Patient's failure to comply with the guidelines regarding use of email communications set forth in this paragraph.

(e) 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, the Physician will make every reasonable effort to comply with Patient's request. Patient is aware that Medicare may not pay for Home Visits and agrees to compensate Revolution Family Medicine in the case of noncoverage.

(f) Specialists. Revolution Family Medicine Physician shall coordinate with medical specialists to whom Patient is referred to assist Patient in obtaining specialty care.

6. Change of Law. If there is a change of any law, regulation or rule, federal, state, or local, which affects the Agreement including these Terms & Conditions, which are

incorporated by reference in the Agreement, or the activities of either party under the Agreement, or any change in 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 the Agreement including these Terms & Conditions. If the parties are unable to reach an agreement concerning the modification of the Agreement within forty-five days after the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.

7. 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 that provision shall then be enforceable.

8. Amendment. No amendment of this Agreement shall be binding of a party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, the Physician may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation ("Applicable Law") by sending Patient 30 days written advance 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 Revolution FM, except that Patient shall initial any such change at Revolution Family Medicine'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.

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

10. Relationship of Parties. Patient and the Physician intend and agree that the Physician, in performing 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 shall have exclusive control of her work and the manner in which it is performed.

11. 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.

12. 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.

13. 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.

14. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of North Carolina and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Revolution Family Medicine's address in Angier, NC.

15. Service. All written notices are deemed served if sent to the address of the party written in Appendix 1 by first class U.S. mail. The parties have signed duplicate counterparts of this Agreement on the date first written.

I, _____, of _____
enter into this agreement with Dr. Jessica Sloan of Revolution Family Medicine on this the _____th day of _____, 202___. All of my questions have been answered and I understand the terms as outlined in the agreement and Appendix 1.

Patient name Patient Signature & Date

I, Jessica Sloan, on behalf of Revolution Family Medicine, enter into this agreement with patient _____.

Jessi ca Sloan, MD
Owner, Revolution Family Medicine

Appendix 1

Services and Payment Terms

1. Medical Services. As used in this Agreement, the term Services shall mean those medical services that the Physician is permitted to perform under the laws of the State of North Carolina and that are consistent with the Physician's training and experience as a family medicine physician.

2. Non-Medical, Personalized Services. Revolution Family Medicine shall provide Patient with the following Non-Medical Services:

(a) No limits to access. Patient shall have access to the Physician via text messaging, email, video chat, and cell phone on a 24 hour per day, 7 day per week basis. It will be understood that communications outside of regularly scheduled business hours should be made for urgent issues and routine issues should be held until regularly scheduled business hours resume. Patient shall be given a phone number where patient may reach the Physician directly around the clock. The Physician may from time to time, due to vacation, sick days, and other similar situations, not be available to provide the services referred to above in paragraph 1. During such times, Patient's calls to the Physician, or to the Physician's office, will be directed to a physician who is "covering" for the Physician during his/her absence. In an unforeseen situation where the Physician is unavailable emergently, Revolution Family Medicine will make every effort to arrange for coverage but cannot guarantee such coverage.

(b) Email Access. Patient shall be given the Physician's email address to which nonurgent communications can be addressed. Such communications shall be dealt with by the Physician 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 urgent or emergent situation 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 Physician immediately in person or by telephone, that Patient shall call 911 or the nearest Emergency medical assistance provider and follow the directions of the emergency provider.

(c) No Wait or Minimal Wait Appointments. Every effort shall be made to assure that Patient is seen by the Physician immediately upon arrival for a scheduled office visit or after only a minimal wait. If Physician foresees a minimal wait time, Patient shall be contacted and advised of the projected wait time.

(d) Same Day/Next Day Appointments. When Patient calls or emails the Physician

prior to noon on a normal office day or telehealth day to schedule an appointment, every reasonable effort shall be made to schedule an appointment with the Physician on the same day. If the patient calls or emails the Physician after noon on a normal office day or telehealth day to schedule an appointment, every reasonable effort shall be made to schedule Patient's appointment with Physician on the same or following normal office or telehealth day.

e) Medicare beneficiaries agree to the Chronic Care Management program, if qualified, which allows the physician to be compensated by Medicare for these personalized services. The Chronic Care Management program exists to provide more comprehensive care to complex Medicare patients. The patient understands that he or she may have to pay a copay monthly, or the full cost of the service, until their deductible is met. There will be no additional charges to Medicare patients for the extra benefits provided by Revolution Family Medicine to all patients.