



Physician Services Agreement

Thank you for considering me for your new primary care health provider and my practice, Slower Medicine, PLLC, for your primary care medical home. My practice offers Direct Primary Care, meaning that I will be “on retainer” for you and able to provide you with considerably greater attention to detail and much more personal care and attention than is typical these days. To do this I ask you to agree to the terms in this Contract.

I. Terms of Services.

- A. Primary Provider. I, Kenneth Stone, MD, will be your primary care physician, and Slower Medicine, PLLC will be your “medical home”. As such I will provide you with primary care services within the extent of my ability to safely do so and will work to coordinate communications between me and your specialty health care providers (if any).
- B. Limited Number of Patients. The practice will limit enrollment so as to allow me to provide my patients with excellent care in a timely fashion. In particular, my goal is to be able to nearly always provide same-day or next-day visits for urgent problems. Patients desiring longer, more routine visits will generally still be able to be seen within a week if they so desire (holidays and occasional vacations notwithstanding.) The anticipated maximum number of patients I expect to enroll is on the order of 600. By way of contrast, the average panel size for a primary care physician in this country is estimated to be somewhere between 1900 and 2300 patients.
- C. Initial Assessment. At your initial visit I will give you a thorough medical evaluation to assess your present state of health and provide you with my initial recommendations. You are advised that this visit will be more meaningful and useful to you if you are able to provide me with copies of your medical records before the visit. In most cases after reviewing your records I will also suggest that you obtain certain labs well before your visit so that we will be able to discuss the results and their significance at the time of your appointment.
- D. Subsequent Visits. Following the initial assessment, the time reserved for future clinic visits will tend to be significantly more generous than what might be spent on a similar visit with a local physician for medical symptoms and concerns similar to yours.
- E. Walk-In Visits. I will reserve time in my schedule each day to accommodate same-day appointments for my established patients.
- F. Home/Work Visits. If it is mutually convenient and suitable for the medical examination I expect to provide, I may agree to see you at your home or your workplace.
- G. Telephone Coverage. I, or colleagues who provide cross-coverage, will strive to be available to you by telephone, text message, and email 24 hours a day, every day, and will provide you

with evaluation, diagnosis, advice, and prescriptions by telephone to the extent it is medically appropriate to do so. In general I will ask that you please limit late night calls (after 10 pm or so) to particularly urgent situations, although you are welcome to send me an e-mail or text at any time, and if I am still awake I will likely respond quickly.

## II. Financial Terms.

A. No Third Party Payors. Slower Medicine, PLLC is a cash-based practice, which allows me to avoid the substantial overhead costs involved in administering an insurance-based practice. This lets me give you considerably more time and attention with much more reasonable fees than I could if I had to have a staff to handle medical coding and insurance billing.

1. Insurance Not Accepted. I do not accept private insurance, nor do I accept Medicare, Medicaid, TRICARE, or other government healthcare payments. Each patient is wholly responsible for his or her payments for my services.
2. Claims May Not Be Submitted. You agree not to submit claims for reimbursement to any private insurance company or government health program for the services provided by me and Slower Medicine, PLLC.
3. IRS Qualifying Health Expenses You should be aware that as of this time (September, 2016), monthly membership/retainer fees in Direct Primary Care practices such as mine are not considered to be qualifying health expenses by the IRS. This means that you will not be able to pay for them with money taken from an FSA or HSA. This may or may not change in the future. Any additional lab fees, imaging fees, or copays that I may charge in addition to the monthly fee for my services would continue to be a qualifying health expense under IRS rules.
4. Insurance for Other Services. Although Slower Medicine, PLLC does not accept payment from insurers, you are advised that you should nonetheless maintain health insurance for your other medical needs, possibly including specialist care, imaging studies, emergency room visits, and hospitalizations.

### B. Fee Schedule and Billing.

1. Monthly Retainer Fee Slower Medicine, PLLC operates on a monthly membership fee model. The monthly fee (in US dollars) will be your age (in years).
2. Higher-use Co-pays Your monthly membership fee includes up to two no-charge visits per month. (For the purposes of this section, a “visit” shall include either an office visit or a video conferencing session.) Additional visits (office or video) beyond these two in a given month shall be charged a higher-use fee of \$15 each. Contacts by telephone, e-mail, or texting will not incur any copays or other fees.
3. Lab and Imaging Fees. Some lab work may be provided to you through my practice at no additional cost as a benefit of being enrolled in my practice. Beyond such included labs, I may advise you from time to time that you should obtain tests or imaging studies at your own cost. As a courtesy, I will generally attempt to provide you with documentation that

will support the need for these labs that will hopefully allow you to be reimbursed by your insurance company for their cost. That said, I will not be held liable should your insurance company refuse to accept my justification for payment.

Should you wish to go through my practice to get labs or imaging studies done (often advisable, as in many cases I have negotiated substantial discounts) then you will need to pay me for the costs of such labs or studies in advance.

4. Billing. Membership fees will be due on the first day of each month. In order to minimize practice overhead and billing problems stemming from accidental non-payment, **members will be expected to pay their monthly fees via automatic Electronic Funds Transfer (EFT) from a checking account or with a credit card that is to be kept on file**. Such credit card or checking account may also be debited for other charges and services you obtain through my office, including but not necessarily limited to copays, ambulance rides, imaging studies, lab tests, equipment rental costs, medication costs, and supply costs.
5. Early Termination Fee. Should you elect to leave the practice within 6 months of joining but after you have had your initial comprehensive exam, you will be liable for an early termination fee of one-hundred fifty dollars (\$150) or the balance of payments due so as to complete 6 months of membership (whichever would be less). The intent of this provision is to defray the costs of the included lab work as well as to partially compensate me for the value of my time and efforts initially expended in getting to know you and the details of your history.
6. Not Insurance. Slower Medicine, PLLC is **not** an insurer or a prepaid health plan. I do **not** agree to accept any risk that your monthly payments do not cover all of the costs of your care, particularly when it is necessary or appropriate to refer you to another provider for some services. Your monthly payments are **not** insurance premiums.

### III. Business Terms.

- A. Whole Agreement. This contract contains the entire agreement between us for the services described in it. Any prior conversations, discussions, or understandings between us are not part of this contract unless they have been written into it and signed by both parties. If this contract does not address something that you think we have agreed upon, or if it says something that you think is different from what we agreed, please ask me about it now.
- B. Aside from possible subsequent pricing adjustments (which you will be notified of in a timely manner), this contract can only be amended in writing signed by you, the patient (or your authorized representative), and by me, Dr. Kenneth Stone. The pricing included in this contract is current as of 9/26/2016.
- C. Termination. The contract and our physician-patient relationship may be terminated at the discretion of either party as follows:
  1. You, the patient (or your authorized representative), may terminate the contract at any time, either orally or in writing. Refusal to pay your monthly fee within 10 days of it being due will be taken as notice of your intent to terminate our contract and our physician-patient relationship. (If you are unable to pay within this time frame due to

financial difficulty, please contact me as soon as possible to see if we can make arrangements.)

2. Should I find it necessary or appropriate, I may choose to terminate this contract at any time. Should that occur, you will be given at least 30 days prior written notice in order to allow you to find a new primary care physician. Good faith efforts will be made to notify you of such termination through both the US Postal Service and via e-mail; it is your responsibility as a patient to ensure that Slower Medicine, PLLC is always notified of any changes in your address or other contact information.
3. The contract terminates immediately upon (a) your death or (b) my death or disability.

D. Records. For legal purposes, your clinical record will be owned and maintained by Slower Medicine, PLLC. That said, I believe that you are entitled to know what is in your medical record and to have ready access to it. Accordingly (per the ability of my Electronic Medical Record provider to continue to provide this service), you shall generally enjoy free online access to your lab results, my office notes, and any other data in your Electronic Medical Record that the vendor facilitates access to.

Should you require access to other data that may not be visible in your Electronic Medical Record (if such exists), you may request that a copy of such data be made and sent to you (either via paper or electronically). Should such request not be too onerous or occur too frequently it will likely be provided on a complimentary basis.

If you wish to have your records sent to a third party, you will need to provide me with a written request for such record transfer. Your request should detail which records you wish to be sent (if not all of them) as well as the name and contact information for the recipient.

I will generally strive to create and mail any requested records within 72 hours of your request.

E. Governing Law. This Contract is made in North Carolina and is governed by the law of North Carolina and by any applicable federal law.

By signing below you indicate that you understand and accept the terms of this contract.

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Patient or authorized representative

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Date

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Kenneth Stone, MD

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Date