

Holistic Wellness

Functional Medicine
Direct Primary Care

Membership Agreement

This Agreement is entered into by and between Holistic Wellness, Tracey Bottazzi, APRN, and _____, Date of Birth: _____ (“Patient”). Holistic Wellness is a Functional Medicine Direct Primary Care medical practice. Tracey Bottazzi, APRN is the owner Holistic Wellness and is located at 116 South River Rd. Unit D2 Bedford, NH 03110.

This Agreement does not constitute a health benefit plan, is not a medical plan that provides health insurance coverage, and does not meet any individual health benefit plan mandate that may be required by federal law.

ARRANGEMENT

Patient understands that by signing below, Patient agrees to become a patient of Tracey Bottazzi, APRN. This agreement is voluntary and non-transferrable. Tracey Bottazzi, APRN delivers primary care medicine to its patients in exchange for certain fees paid by Patient. Tracey Bottazzi, APRN agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

FEES

In addition to an initial one time enrollment fee described on Appendix 1 upon execution of this Agreement, Patient shall also pay the monthly fees described on Appendix 1 which are due on the 1st day of each month during the term of this Agreement. The initial monthly fee will be prorated if the initial month is not a whole month. The one time enrollment fee will not be prorated. In NO event will Patient be required to pay more than twelve (12) months of the agreed-upon fees in advance. Holistic Wellness does not accept advance payment of fees. Payment of fees shall be automatic payment through a checking account, credit or debit card by the financially responsible person listed signing this document.

LATE FEE

Transactions declined due to insufficient funds will result in an additional fee of \$30. Declined credit card transactions must be corrected within 7 days, or will be subject to an additional \$30 fee. Services may not be rendered to patients with overdue accounts. Fees 60 days past-due will be cause for termination of agreement and services.

SERVICES In exchange for the monthly fee described above and on the Fee Schedule, (See Appendix A) Patient may receive services including, but not limited to:

- Same day or next day appointment Monday - Thursday (occasional Friday's) 9am-5pm.
Some earlier and later availability can be considered on a need to basis
- Wellness Exams-Adult, well child, GYN exams, sports physicals, employment physicals
- Functional medicine consults

- Chronic Disease Management (e.g. hypertension, mental health, diabetes, musculoskeletal complaints)
- Acute Illness / Sick Visit / Injury Treatment and Follow-up
- Pre-op evaluations and hospital follow up visits
- In-Office Testing (urinalysis, rapid strep, blood glucose, urine pregnancy, stool test for blood)
- Breathing treatments
- Ear wax removal
- Skin biopsies (does not include pathology)
- Direct access to provider via telephone, email, text or other methods of electronic communication. Availability by messaging or phone after hours
- Telemedicine visits when deemed medically appropriate.
- **NO CHRONIC PAIN MANAGEMENT IS OFFERED OR LONG TERM CONTROLLED SUBSTANCE (ie benzodiazepines, narcotics)**

NON-COVERED SERVICES

Patient understands they are responsible for any charges incurred outside the office including, but not limited to, prescriptions, blood/other tests, even if samples are drawn in the office, any imaging, any surgery or procedure, specialty consults, Emergency Department Care including ER visits, hospital stays, transportation (i.e., ambulance charges), and rehabilitative care. Patient shall bear sole responsibility for non-covered goods and services should such be required.

INSURANCE

This Agreement is not health insurance or a substitute for health insurance. It is a personal contract with your provider to deliver the primary care services specifically described. Patients may require additional medical services that are not provided in this Agreement, as stated above, and for this reason it is strongly encouraged that individuals maintain health insurance. Patients are generally best served by combining Holistic Wellness services with an appropriate health insurance plan, such as a High Deductible Health Plan and a Health Savings Account or a Medical Cost Share Plan.

Patient acknowledges that neither Holistic Wellness nor its provider's participate in any health insurance, and does not accept any form of health insurance. Holistic Wellness will not bill Medicare, Medicaid, or any insurance company for any services provided under this Agreement. Holistic Wellness makes no representations whatsoever that any fees paid under this Agreement are covered by any health insurance or other third party payment plans applicable to Covered Patients.

As a non-participating provider, HMO Network insurance will not accept orders for referrals to specialists from Tracey Bottazzi, APRN. Some plans may also limit payment for testing ordered by Tracey Bottazzi, APRN. It is the Patient's sole responsibility to know the details of any insurance policy that they hold, and Holistic Wellness will not be responsible for any damages related to non-reimbursement by third party payers for any reason.

Patient acknowledges and understands that the Practice has opted out of participation in Medicare and Medicaid. This means that Medicare and Medicaid cannot be billed for any services performed by the Practice. Patient agrees not to make any attempt to collect reimbursement from Medicare and Medicaid for any services provided by the Practice.

TERMINATION

Termination by patient: Patient may terminate this Agreement at any time and for any reason by providing a 30 day written notice to Holistic Wellness. Monthly fees will continue to accrue until written termination notice is received. The final monthly bill will be pro-rated to the date of termination. If Patient's account is overdue at the time of written notice, Patient is responsible for resolving the outstanding balance at the time of termination. No monthly fees already charged will be refunded. Non-payment of fees for a 60 day period without response to notice of overdue balance shall be deemed to be a termination of the contract.

Termination by practice: Holistic Wellness, at its sole discretion, may terminate this Agreement by providing no less than 24 hours written notice for the need for Patient to arrange for services from another provider. Holistic Wellness may terminate Agreement immediately if Patient is abusive, presents an emotional or physical danger to myself or other patients, is disruptive to the Holistic Wellness practice and/or provision of health care, has engaged in illegal conduct, or has provided misleading information with regard to identity, medical history, medications, or symptoms or has otherwise engaged in conduct resulting in a breakdown in the provider-patient relationship.

RE-ENROLLMENT

Termination and re-enrollment is strongly discouraged by Holistic Wellness due to the importance of continuity of care. Re-enrollment of a Patient whose Agreement has previously been terminated may be permitted at the sole discretion of Holistic Wellness.

ALTERNATE PROVIDER

Tracey Bottazzi, APRN may be unavailable at times due to patient care, personal illness, emergencies, or other obligations. During a scheduled absence, arrangements will be made for a qualified licensed provider to meet the urgent needs of Patient. In the event of an unforeseen absence, Holistic Wellness will make every attempt to provide alternative coverage. All providers will be bound by the provisions of this Agreement.

PRIVACY AND COMMUNICATIONS

Holistic Health is a Covered Entity for purposes of the federal privacy and security law more commonly known as HIPAA (i.e., the Health Insurance and Portability Act of 1996, as amended, and its implementing regulations). As such, Holistic Wellness must comply with the applicable provision of HIPAA in conducting its operations and in its communications with its patients. Patient acknowledges communication by email, video chat, facsimile and text messaging offers great convenience, portability, and efficient exchange of medical information. Even with

precautions, these communications have some risk of loss of privacy, and Holistic Wellness cannot guarantee the security or confidentiality of such communications. Any such communications may become a part of your medical record. It is recommended that Patient not use electronic media for the communication of sensitive or personal information, but rather make these communications by phone or in person.

Regardless as to whether Patient elects to the Holistic Wellness secure email communication methods (Elation Passport), 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, Member 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 two days, Patient agrees to use another means of communication to contact Holistic Wellness.

Neither Holistic Wellness, nor its providers 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 or other failures outside of the control of Holistic Wellness, 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 Holistic Wellness' computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of e-mail communications by a third party that is outside of the reasonable control of Holistic Wellness; or (v) Patient's failure to comply with the guidelines regarding use of e-mail communications set forth in this paragraph. Please see attached HIPAA policy for further information on Privacy.

AMMENDMENT

Holistic Wellness may add, discontinue or otherwise alter service offerings and the corresponding fee schedule at any time. Notice of at least 60 days in advanced written notice of significant changes shall be provided to Patient

SERVERABILITY

If for any reason any provision of this Agreement shall be deemed, by a court of competent jurisdiction, to be 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.

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. No other oral or written agreements or promises exist between the parties and this Agreement.

GOVERNING LAW AND CHOICE OF FORUM

This Agreement is made under, and shall be governed, construed, and interpreted by, and in accordance with, the laws of the state of New Hampshire. The parties hereto agree that any dispute concerning the subject matter of this Agreement shall be resolved in applicable New Hampshire State courts or District of New Hampshire federal courts of proper and competent jurisdiction and venue. The parties expressly agree to submit to the jurisdiction and venue of New Hampshire courts for all purposes hereunder

INDEMNIFICATION

Patient agrees to indemnify and to hold the Practice and any employees harmless from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses, including interest, penalties, attorney fees, etc., which are imposed upon or incurred by the Practice as a result of the Patient's breach of any of the Patient's obligations under this Membership Agreement.

ASSIGNMENT

This Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient without the prior written consent of Holistic Wellness.

AUTHORIZATION TO WITHDRAW FUNDS

By signing below, you acknowledge that you have read and agree to the terms, conditions, limitations and fee schedule and that you authorize Holistic Wellness to receive recurrent payments as outlined.

IN WITNESS WHEREOF, the parties have executed this Membership Agreement as of the date first written above.

Holistic Wellness, LLC

Patient Signature: _____

Print Name: _____

Date: _____

Holistic Wellness, LLC

Provider Signature: _____

Tracey Bottazzi, APRN

Date: _____

Appendix 1

Holistic Wellness Periodic and Enrollment Fees and Services Holistic Wellness Fee

Schedule:

ENROLLMENT FEE

This is a one-time fee when patient enrolls with Holistic Wellness and is nonrefundable. Initial enrollment fee is \$25 a person, 4 or more in household \$75 max.

MONTHLY MEMBERSHIP FEE

AGE	PRICE PER MONTH
0-26 years old	\$40.00
27-60 years old	\$65.00
61+ years old	\$85.00

FAMILY HOUSEHOLD DISCOUNT

10% for 2 people

15% for 3 and more