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Balance Integrative & Infusion, LLC:
Provider-Patient Agreement

Introduction

This Agreement is entered into by and between Balance Integrative & Infusion, LLC ("Balance Integrative"), a Texas Professional Association, and Kelli Dudley, APRN, FNP-C ("Kelli Dudley"), and the undersigned patient ("Member"). Balance Integrative is a Direct Primary Care medical practice. Kelli Dudley is the owner and primary provider. Kelli Dudley practices family medicine and delivers care on behalf of Balance Integrative & Infusion at 5297 S. 31st St. Ste. #115, Temple, Texas 76502, and also provides care via electronic communication and home visits. In exchange for the fees set out in this Agreement, Kelli Dudley at Balance Integrative and Infusion, LLC agree to provide Member the services set forth below. This agreement is entered into by mutual voluntary consent.

A. Term, Cancellation, Renewal

1. ARRANGEMENT. Member understands that by signing below, Member agrees to become a patient of Kelli Dudley, who will provide a limited set of medical services in exchange for a quarterly, bi-annual or annual fee (see "Services and Membership Fees," below) for the duration of the Agreement.

2. TERM. The term of this Agreement shall be _____ through _____, and shall automatically renew quarterly, bi-annually, or annually, per member choice at time of registration, unless either party terminates the agreement. Member understands that a minimum of a 3-month **nonrefundable** membership fee, as well as the one-time \$50 enrollment fee is due upon registration.

2a. Member agrees to pay a \$5 per occurrence processing fee if they choose to use a credit or debit card to pay for membership fees, misc. charges, and all other fees collected.

2b. ACH will not accrue any additional fees, if they choose to switch over to an ACH draft following registration, unless the ACH draft fails due to insufficient funds, then a \$25 failed charges fee, as outlined below, will be applied.

2c. Member agrees to pay a \$25 convenience fee for any failed charges, per occurrence, whether using an ACH draft, check, credit or debit card for membership and all other fees collected.

3. **TERMINATION.** Member acknowledges that Balance Integrative and Member each have an absolute and unconditional right to terminate this Agreement at any time and for any reason. Both Balance Integrative and Member shall be required to provide written notice of termination. Upon termination, both parties shall be released of all obligations under this Agreement. In the event that either party terminates this agreement, Member shall remain responsible for any past membership or service fees owed. Balance Integrative shall be entitled to all amounts paid by Member, and is not required to provide any pro-rated refunds.

4. **RENEWAL.** This type of practice depends on membership fees to cover practice costs and staff and provider salaries. If Member cancels and wishes to renew, a new Membership Agreement shall be executed and Member shall be subject to any applicable increase in fees, including a **\$50 re-enrollment fee** if membership renewed after 29 days of cancellation. Repeat cancellations and renewals are discouraged. If there are extenuating circumstances, member is encouraged to reach out to administration and re-enrollment fee will be determined at the sole discretion of Balance Integrative administration.

B. Services and Membership Fees

5. **SCOPE.** Member understands that Kelli Dudley will provide a limited set of services which are generally within the scope of the practice of family medicine. Member acknowledges that Balance Integrative's ability to provide care may be limited by training, experience, equipment and supplies and other unforeseen circumstances.

6. **ALTERNATE PROVIDER.** Member understands that Kelli Dudley may be unavailable at times due to patient care, personal illness, injury, emergencies, or other obligations. Balance Integrative will make reasonable attempts to provide alternative coverage in the event of Kelli Dudley's absence. Should Kelli Dudley anticipate that she will be unavailable for more than 3 consecutive business days, patients will receive an email stating such or Balance Integrative's web site shall inform patients of this planned absence.

Balance Integrative may use nurses, medical assistants and other staff to assist in providing care. All such personnel will be bound by this Membership Agreement.

7. COVERED SERVICES. In exchange for the monthly fee described below, Members shall receive the following services:

- All office visits (well-child checks, sick visits, school, sports and camp physicals, routine gynecological care, annual exams);
 - Additional fees apply for pathology.
- Chronic disease management, advice and counseling, prescribing of medications;

- In-office tests (Rapid strep & flu, covid, blood glucose, pulse oximetry, urinalysis [dipstick, in office], fecal occult blood, and urine pregnancy tests) at reduced pricing.
- Communication by phone, e-mail, text, home visits (when deemed appropriate by provider);
- Laceration repair (tissue adhesive or stitches);
- Skin tag/mole removal, skin biopsy, abscess incision and drainage;
 - Additional fees apply for pathology
- Ingrown nail repair, foreign body removal (e.g.: from skin, ear, etc. (additional fees may apply)); and
- Basic wound care, splinting or wrapping of sprains, strains or minor fractures.

All services, tests and procedures shall be performed when reasonable and necessary at Kelli Dudley's sole discretion. Additional fees apply for other goods and services, but every effort is made to keep those fees to a minimum.

8. NON-COVERED SERVICES. The following NON-EXHAUSTIVE list of services ARE NOT covered by the monthly fee, although Balance Integrative members can often obtain them for a substantially reduced cost:

- X-rays, CT scans, MRI, ultrasounds, and other medical imaging;
- Electrocardiograms, Pulmonary Function Tests;
- Blood/tissue/other lab tests, including those specimens drawn and/or collected inside and outside of the office;
- Pathology on and for any and all specimens drawn and/or collected inside or outside of the office
- Certain procedures or minor surgical procedures performed in this office (this will be determined by the provider after a prior discussion of cost with the member);
- Any surgery or procedure not performed in this office (e.g. in a hospital, or another physician's office);
- The cost of Immunization drugs;
- Obstetrical care and delivery;
- Certain gynecological procedures including, but not limited to, Intrauterine Device (IUD) insertion and removal;
- Durable medical equipment and supplies (e.g. crutches, wheelchairs, walking boots, casts, etc.);
- Intrauterine Device (IUD) cost, prescription medications; nutritional supplements and
- Intravenous and Injectable medication.

9. COSTS OUTSIDE OF THE SCOPE OF AGREEMENT. Member shall be entitled to many of the above non-covered services at a reduced fee. All pricing is transparent, and costs will be made clear prior to providing any non-covered good or service.

10. NOT A HEALTH INSURANCE SUBSTITUTE. Member recognizes that this Agreement and the membership described herein IS NOT health insurance or a substitute for health insurance. Member recognizes that Member may require medical services which Balance Integrative and Kelli Dudley cannot provide (e.g. hospitalization, surgeries, specialist consults, etc.). Member acknowledges that Kelli Dudley

recommends (but doesn't require) that individuals maintain health insurance to mitigate the risks of medical emergencies, injuries and acute and chronic illnesses and diseases.

11. NO FEDERAL FUNDS OR INSURANCE. Member understands that Kelli Dudley and Balance Integrative **will not bill Medicare, Medicaid, or any insurance** for services rendered under this Agreement. Member understands that there is **no guarantee that Member will be reimbursed** for Balance Integrative's or Kelli Dudley's services by any other entity (e.g. private health insurance, a company FSA or HSA, etc.).

12. NOT MEDICARE ELIGIBLE. Member hereby certifies that Member is not covered by Medicare, and that Member will immediately notify Balance Integrative and Kelli Dudley if Member becomes eligible for, or covered by, Medicare. Member understands that Balance Integrative does not bill Medicare nor provide services to Medicare patients at this time.

13. DEFAULT. Member acknowledges that this Agreement requires the ongoing payment of a quarterly, bi-annual or annual membership fee; whichever option the member chooses at the time of registration. Membership is dependent on timely payment of membership fees, and fees 60 days past-due will be cause for termination of membership and services.

14. CHANGES IN FEES. The membership fee may be changed by Balance Integrative with 90 days prior notice. As always, the Member may cancel at any time if the fee is unacceptable or they are dissatisfied for any reason. Membership fees up until the date of cancellation are non-refundable.

The base membership fee schedule is age-based with additional packages added on as requested by the member:

<u>Member Age</u>	<u>Quarterly Fee</u>
Newborn to 18 years	\$85*
19 to 44 years	\$175
45 to 64 years	\$250
65 and older	\$100 ^
Student (18-23yo, <i>valid school ID required</i>)	\$225/Semester (Jan-May; Aug-Dec)

Membership Discounts

Couples/Spouses	\$15 discount per quarter
Family Memberships	\$25 discount per quarter**
Limited Membership	Individual basis

* Requires 1 adult membership (e.g. parent, grandparent, or guardian)

**Requires 4 or more memberships, consisting of at least 2 ADULT memberships with an additional 2 or more family members

^ Provisional for NRT, Bio-Mag & IV vitamin infusions only. Due to Medicare regulations, Balance Integrative is unable to provide medical membership services to Medicare beneficiaries at this time.

Add'l Membership Packages

Monthly Fee

Infusion ONLY Membership Pkgs
*As a stand-alone membership

\$25/month + cost of infusion (individual or pkg)
*Includes 5% discount per infusion (limit 2 infusions/month)

Additional Service Fees

Fee

Acute (Single Visits)
*If f/u required (labs, etc)

\$150 per visit
\$75 per follow up visit

Established Acute (Single Visit)

\$100 per visit

*Conversion from Acute Visit to Membership within **10 days only** of acute visit date with written request.

Bio-Magnetic-members-Initial

\$100 per visit

Bio-Magnetic-members-follow up

\$50 per 60 min
\$25 per 30 min

Nutrition Consult-members-Initial

\$90

Nutrition-members-follow up

\$45

NRT-members-Initial

\$50

NRT-members-Follow up

\$25

In-house Lab Testing

Members

\$15 (per test)

Non-Members

\$25 (per test)

Holistic Wellness Consultations

Initial Visit

\$200 (30 min) or \$300 (1 hour)

F/U Visits

\$75/30min or \$150/hr

Health/Wellness/Weight Loss Pkg

Balance Integrative membership +
\$50/month (3 month min.)

Incl. 20-day Reset
w/Health Coach

TBD

15. OFFICE APPOINTMENTS. The Balance Integrative office is located at 5297 S. 31st St. Ste. #115, Temple, Texas 76502. Balance Integrative will typically be open **by appointment only, and will be closed Saturday and Sunday**. Visits are by appointment only, but a brief phone call or text can secure a timely appointment.

16. RESPONDING TO MEMBER. Phone calls to Balance Integrative will be answered by a live person whenever possible. If not, calls will be promptly returned by a live person, typically within a few hours, but can be as long as 12-24 hours, except in case of emergencies or unavoidable circumstances. E-mails and text messages from Member will typically receive a response within 24 hours, though often much sooner. If Member does not receive a response to e-mail/text messages within 24 hours, the member should make a phone call or use another means of communication.

17. COMMUNICATIONS, PRIVACY, HIPAA. At Balance Integrative, we respect and value your privacy. Balance Integrative makes every reasonable effort to keep your information secure, within the bounds of applicable laws. Communication by phone, e-mail, text messaging and via other methods offer great convenience and portability. We must acknowledge, however, that such communications are not reliably secure; even with precautions, these communications have some risk of loss of privacy.

Member acknowledges that Member has read and understands Balance Integrative's Notice of Privacy Practices.

Member has had time to consider which method(s) of communication Member prefers, and member has made Member's preferences known to Balance Integrative through the "preferred/acceptable modes of communication" portion of the new patient enrollment form.

Member understands that text, e-mail and other electronic forms of communication are not appropriate for emergencies, or other time-sensitive matters, or for communication of highly personal or sensitive information. **In the event of an emergency or situation that Member could reasonably expect to develop into an emergency, Member agrees to call 911 or promptly seek care in an emergency room.**

18. HOLD HARMLESS. Member agrees not to hold Balance Integrative or Kelli Dudley liable for any loss, injury, damages or expenses beyond Balance Integrative's or Kelli Dudley's control related to technical failure of the Balance Integrative website, email, text or other electronic services, including, but not limited to: power outages, faulty cellular, cable, or Wi-Fi service, failure due to internet service provider-caused outages, failure to properly address e-mail messages, interception of communications by a 3rd party, or Member's failure to follow Balance Integrative's recommendations regarding electronic communications in this agreement.

19. ENTIRE AGREEMENT. Member agrees that this Agreement represents the entire agreement between the parties. No other oral or written agreements or promises exist between the parties to this Agreement.

Signed:_____

Signed:_____

Printed:_____

Printed: _____

Date:_____

Date:_____