

Ann Marie Tommey, M.D.
Natural Hormone and Wellness Consultant
P.O. Box 3075
Shell Beach, CA 93448
805-295-6095 phone/fax

PATIENT-PHYSICIAN AGREEMENT (“Agreement”)

I, _____ (hereinafter referred to as “Patient”),
(Patient’s Name – please print)

hereby consent to medical evaluation and treatment by Ann Marie Tommey, M.D. I understand that the doctor may recommend various methods to help me to maintain or regain my health and that she will discuss those methods with me.

1. PAYMENT

- 1.1. I understand that Ann Marie Tommey, MD does not accept any form of insurance and I am solely responsible for payment for any and all services rendered by Ann Marie Tommey, MD. Furthermore, I understand that I am solely responsible for any insurance reimbursement I may get from my insurance company for services provided by Ann Marie Tommey, MD. I understand and agree that Ann Marie Tommey, MD shall not be liable or responsible for any denial of coverage that I may receive from my insurance company for services rendered by Ann Marie Tommey, MD. Furthermore, I acknowledge full responsibility for the payment of professional services (regardless of my insurance status) and agree to pay for these, in full, at the time of service.
- 1.2. I understand and agree that from Ann Marie Tommey, MD is billing for any independent contractors as a courtesy to Patient for their convenience. This billing will in no way imply any other relationship other than an independent contractor relationship between Ann Marie Tommey, MD and the independent contractors. Patient understands and agrees that the independent contractors are solely liable for any and all services provided to Patient. Patient also agrees to and understands that Ann Marie Tommey, MD is in no way liable or responsible for services rendered on Patient by the independent contractors. Should Patient have any claim against any independent contractor for their services rendered, the independent contractor that performed the services is solely liable and responsible.

2. CANCELLATION POLICY

- 2.1. I understand that my appointment slot has been reserved just for me and that missed appointments are costly to the doctors and prevent other Patients from being seen in a timely manner. I understand that I must notify the office at least 72 hours in advance in order to cancel or change an appointment. Failure to do so will result in a missed appointment fee of \$100, which will be charged to my credit card on file. I also acknowledge that I will be charged an additional \$25 for all returned checks and declined credit cards. I also hereby expressly authorize Ann Marie Tommey, MD to charge my credit on file for any fees owed and for any cancellation fees.

3. SCOPE OF PRACTICE

- 3.1. I understand that Ann Marie Tommey, MD does not serve as primary care provider, and that she chooses not to maintain hospital admitting privileges, nor does she handle urgent or emergency medical situations. I understand that it is my responsibility to maintain a relationship with a primary care provider or family doctor of my choice. In the event of sudden illness or emergency, I understand that I will need to contact my primary care provider and go to the nearest urgent care center or emergency department.

4. EXCHANGE OF MEDICAL RECORDS

- 4.1. Ann Marie Tommey, MD agrees to provide Patient with their medical records, upon Patient’s request, for the purpose of insurance reimbursements. I further authorize Ann Marie Tommey, MD to exchange my medical information with my primary care physician and/or with any physician specialist, as deemed necessary and in my best interest, for the purposes of thorough and optimal medical care on my behalf.

5. PATIENT INFORMATION

- 5.1.** Patient represents and warrants that all information they have given to Ann Marie Tommey, MD on the separate Patient Information Form and Health History Packet is correct and accurate. Patient has not withheld any information from Ann Marie Tommey, MD that is necessary information to perform an accurate and correct examination, diagnosis, and/or medical procedure on Patient.

6. ARBITRATION

- 6.1. Agreement to Arbitrate:** It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review or arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional rights to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.
- 6.2. All Claims Must be Arbitrated:** It is the intention of the parties that this agreement bind all parties whose claims may arise out of or relate to treatment or service provided by the physician including any spouse or heirs of the Patient and any children, whether born or unborn, at the time of occurrence giving rise to any claim. In the case of any pregnant mother, the term "Patient" herein shall mean both the mother and the mother's expected child or children.
- 6.3. Procedures and Applicable Law:** A demand for arbitration must be communicated in writing to all parties. Each party shall select an arbitrator (party arbitrator) within thirty days and a third arbitrator (neutral arbitrator) shall be selected by the arbitrators appointed by the parties within thirty days of a demand for a neutral arbitrator by either party. Each party to the arbitration shall pay such party's pro rata share of the expenses and fees of the neutral arbitrator, together with other expenses of the arbitration incurred or approved by the neutral arbitrator, not including counsel fees or witness fees, or other expenses incurred by a party for such party's own benefit. The parties agree that the arbitrators have the immunity of a judicial officer from civil liability when acting in the capacity of arbitrator under this contract. This immunity shall supplement, not supplant, any other applicable statutory or common law.
- 6.4.** Either party shall have the absolute right to arbitrate separately the issues of liability and damages upon written request to the neutral arbitrator.
- 6.5.** The parties consent to the intervention and joinder in this arbitration of any person or entity which would otherwise be a proper additional party in a court action, and upon such intervention and joinder any existing court action against such additional person or entity shall be stayed pending arbitration.
- 6.6.** The parties agree that provisions of California law applicable to health care providers shall apply to disputes within this arbitration agreement, including, but not limited to, Code of Civil Procedure Sections 340.5 and 667.7 and Civil Code Sections 3333.1 and 3333.2. Any party may bring before the arbitrators a motion for summary judgment or summary adjudication in accordance with the Code of Civil Procedure. Discovery shall be conducted pursuant to Code of Civil Procedure section 1283.05, however, depositions may be taken without prior approval of the neutral arbitrator.
- 6.7. General Provisions:** All Claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding. A claim shall be waived and forever barred if (1) on the date of notice thereof is received, the claim, if asserted in a civil action, would be barred by the applicable California statute of limitations, or (2) the claimant fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence. With respect to any matter not herein expressly provided for, the arbitrators shall be governed by the California Code of Civil Procedure provisions relating to arbitration.

6.8. Retroactive Effect: If the Patient intends this agreement to cover services rendered before that date it is signed (including, but not limited to, emergency treatment) Patient should initial below:

Effective as of the date of first medical services:

Patient's or Patient Representative's Initials

NOTICE: BY SIGNING THIS AGREEMENT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY A NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE SECTION 5.1 OF THIS AGREEMENT

Patient's or Patient Representative's Initials
Confirming they have reviewed the Arbitration provisions of this Agreement

7. MISCELLANEOUS

- 7.1. Complete Agreement:** Except as otherwise provided hereunder, this Agreement supersedes all proposals or prior agreements between the parties related to the performance of the Services.
- 7.2. Waiver:** Waiver of a breach of this Agreement shall not constitute a waiver of any other breach. All remedies under this Agreement are in addition to remedies provided by law and are cumulative. Failure to enforce any provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provisions.
- 7.3. Litigation Expenses:** If a dispute requiring formal resolution in the form of arbitration or litigation arises, the prevailing party shall recover from the non-prevailing party all reasonable costs associated with such litigation or arbitration, including (but not limited to) attorney fees, arbitration fees, expert witness fees and all costs incidental thereto.
- 7.4. Amendments and Modification:** A waiver, alteration, modification, or amendment of this Agreement shall be void unless such waiver, alteration, modification, or amendment is in writing and signed by the respective parties hereto.
- 7.5. Severability:** If a provision of this Agreement is rendered invalid the remaining provisions shall remain in full force and effect.
- 7.6. Captions:** The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.
- 7.7. Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 7.8. Governing Law:** This Agreement shall be governed by the laws of the State of California and exclusive venue shall be in the County of Orange, State of California.
- 7.9.** Patient understands that they have the right to receive a fully executed copy of this Agreement and that Ann Marie Tommey, MD also holds a fully executed copy of this Agreement.

8. MEDICARE NOTICE (IF APPLICABLE)

- 8.1.** Should Patient be a Medicare Part B beneficiary seeking services covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997. The Physician has informed Patient that Physician has opted out of the Medicare program.

Physician agrees to provide the following medical services to Patient (the "Services"): PREVENTIVE HEALTHCARE (May include one or more of the following: Analysis of Laboratory Results, Dietary and Lifestyle Recommendations, Bio-Identical Hormone Replacement Therapy, Nutritional Supplement Recommendations, Integrative Medical Management of Chronic Illness).

- 8.2.** In exchange for the Services, the Patient agrees to make payments to Physician pursuant to the agreed upon fee between Patient and Physician. Patient also agrees, understands and expressly acknowledges the following:
- a) Patient agrees not to submit a claim (or to request that Physician submit a claim) to the Medicare program with respect to the Services, even if covered by Medicare Part B.
 - b) Patient is not currently in an emergency or urgent health care situation.
 - c) Patient acknowledges that neither Medicare's fee limitations nor any other Medicare reimbursement regulations apply to charges for the Services.
 - d) Patient acknowledges that Medi-Gap plans will not provide payment or reimbursement for the Services because payment is not made under the Medicare program, and other supplemental insurance plans may likewise deny reimbursement.
 - e) Patient acknowledges that s/he has a right, as a Medicare beneficiary, to obtain Medicare-covered items and services from physicians and practitioners who have not opted-out of Medicare, and that the patient is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other physicians or practitioners who have not opted-out.
 - f) Patient agrees to be responsible, whether through insurance or otherwise, to make payment in full for the Services, and acknowledges that Physician will not submit a Medicare claim for the Services and that no Medicare reimbursement will be provided.
 - g) Patient understands that Medicare payment will not be made for any items or services furnished by the physician that would have otherwise been covered by Medicare if there were no private contract and a proper Medicare claim were submitted.
 - h) Patient acknowledges that a copy of this contract has been made available to him/her.
 - i) Patient agrees to reimburse Physician for any costs and reasonable attorneys' fees that result from violation of this Agreement by Patient or his/her beneficiaries.
 - j) By Initialing below Patient declares that they have read this section 8 of this Agreement regarding Physician's Medicare Opt-Out and agrees to and understands all of the provisions of this section 8.

Patient's or Patient Representative's Initials
Confirming they have reviewed the Medicare Opt-Out
provisions in section 8 of this Agreement

Ann Marie Tommey, M.D., continued

By: _____ Date: _____
Patient's or Patient Representative's Signature

Printed Name

If Representative Relationship to Patient

By: _____ Date: _____
Physician's or Authorized Representative's Signature

Print or stamp Name of Physician, Medical Group, or Association Name

*****A signed copy of this document is to be given to the Patient. Original is to be filed in Patient's medical records.