

## Sage Medicine

October 1, 2020

Dear Valued Patient,

I am writing to announce a change in my medical practice that excites me because it is a path to continue to provide the care that you deserve and have come to expect at Sage Medicine. Beginning January 1, 2021, I will focus on caring for a limited number of patients. As the healthcare landscape becomes more complicated, government regulations increase, the cost of operating a medical practice rises, medical care reimbursement remains frozen or declines, it has become impossible to provide the type of personalized care you have experienced with Sage Medicine. The increased pressure to see more and more patients is intruding into the doctor-patient relationship. Therefore, I have decided to limit my practice panel size in order to provide you with improved service through enhanced provider access, priority scheduling, and better, more meaningful one-on-one time with each patient.

To facilitate this enhanced medical environment, I will be implementing an annual extended service fee. The annual fee is \$300 for an individual, \$550 for spouses, and \$750 for families of up to four persons (including children between the ages of 16 and 25).

### **As a benefit of this new change my patients will enjoy:**

- **Personalized healthcare in a relaxed setting**
- **Same or next day unhurried appointments**
- **Comprehensive executive physical exams with a focus on prevention and functional medicine principles to determine the root causes of disease**
- **Extended physician availability/accessibility**
- **Access to digital healthcare information resources**
- **Expedited approvals and authorizations for medication, supplies, and other ancillary services**
- **Coordination of care with specialists and other ancillary providers and timely referral coordination**
- **Active collaboration with physicians involved in hospital care**
- **Valued savings on supplements available in office or online link**

The fee will allow me to care for fewer patients, while providing me the opportunity to return to the higher level of care that both patients and their physicians desire. The fee, however, covers only the services outlined above. Those services are not reimbursed or paid for by Medicare or other insurance plans. I will still be required to bill Medicare and your private health plans for all covered routine medical services.

While I realize not all my patients will be able to participate in this new practice model, for those who do, this program will allow me to continue to provide a thorough, personalized level of care that continues to be more responsive to your needs. If you choose not to participate, please arrange to continue your care with a new primary care physician before January 1, 2021. Please contact your insurance plan or the Bexar County Medical Society (210-301-4391) for suggestions of other local physicians.

This program will begin January 1st of 2021. If you would like to participate and continue to receive my medical services, **please sign and return the enclosed agreement with the initial payment of the annual fee according to the number of participating family members.** We will invoice you annually thereafter. Only a limited number of patients will be accepted and we will give preference to patients responding first.

Thank you for allowing me the opportunity to provide your healthcare needs. For more information please see our website [www.sage-med.com](http://www.sage-med.com) or call us with your questions.

Sincerely,

A handwritten signature in black ink that reads "Carmen Cawley". The signature is fluid and cursive, with the first name "Carmen" and last name "Cawley" clearly distinguishable.

Carmen Cawley, MD, FACP

## Private Patient Services Agreement

This Private Patient Services Agreement (*Agreement*) contains the terms for your participation as a patient of Sage Medicine, P.A. (*Practice*).

1. Program Participation. Carmen Cawley, M.D. (*Physician*) will provide medical care to you in the specialty of Internal Medicine. By participating in this program, the Physician will be able to spend more time with you during patient visits and provide the additional resources and services to you as described in this Agreement (*Extended Services*). In exchange for the Extended Services, you agree to pay the Practice an annual fee of \$300 (\$550 spouses/\$750 for families of up to four (4) persons including children under age 25) in advance. You will be solely responsible for the payment of the fee and for any credit card fees. **You agree not to submit your annual fee to Medicare or your insurance for reimbursement, as the fee only applies to services, including the Extend Services, that Medicare and your insurance do not cover.** This Agreement and your participation will become effective on January 1, 2021, or the date we receive your fee, whichever occurs later, and will continue with timely payments of the fee, but either of us may end your participation by giving thirty (30) days prior written notice to the other. If the Physician or Practice terminates your participation, the Practice will refund a prorated portion of the annual fee for the unexpired portion of the year; otherwise paid fees will not be refunded. Physician and Practice may use additional healthcare providers within the Practice to assist providing care and the Extended Services to you. Such providers and Physician are considered one in the same for purposes of providing care and the Extended Services in this Agreement.

2. Extended Services. In exchange for the annual fee, the Practice will provide you with the following Extended Services:

a. Extended Access. You will have access to the Physician beyond the Physician's normal office operation hours through a paging service. During normal business hours, you should use the Physician's office phone number. The Physician or her staff will make reasonable effort to return your call the same business day, giving priority to the urgency and complexity of your need. If the matter is possibly life threatening, you should contact 911 first and then, if possible, call the Physician. If the Physician is not available to take your call after hours, call coverage will be provided by another physician selected by the Physician.

b. Prompt Appointments. The Practice will endeavor to schedule your office appointments for acute illnesses the same business day or next business day.

c. Coordination with Specialists. The Physician will coordinate referrals to medical specialists. You will still be responsible for fees that specialists charge you for their medical services. The patient will be responsible for scheduling appointments with specialists.

d. Facilitation. The Practice will endeavor to expedite approvals and authorizations for your medication, supplies, and ancillary services.

e. Hospitalization. If you are hospitalized, the Physician will confer and maintain a collaborative relationship with the physician in charge of your hospital care as necessary, including reviewing hospital records and test results.

f. Annual Physical. The Physician will perform a comprehensive executive physical examination and integrate functional medicine principles to help determine the root cause of disease.

g. Supplemental Health Resources. The Practice will provide you access to various additional healthcare resources, including access to digital articles and information and a quarterly newsletter.

3. Medical Services. The Practice will bill your health insurance plan, Medicare, or you directly, as the case may be, for the Physician's routine medical services, as they are not covered by the annual fee.

4. Insurance or Other Medical Coverage. **This Agreement is not a substitute for health insurance, and you acknowledge that this Agreement is not a contract that provides health insurance.** This Agreement and the program do not cover, and you will remain responsible for costs associated with, the medical services and other health care services such as diagnostic laboratory and imaging, medications, emergency services,

hospitalization, and surgical services. It is your responsibility to maintain health insurance or enrollment in Medicare.

5. Electronic Communications. You acknowledge that the Practice, the Physician, and the Practice's employees may use informal communications through e-mail, facsimile, and text messaging (***Electronic Communications***), but that these modes of communication are not guaranteed to be secure or confidential. You further acknowledge that all such communications may become a part of your medical records. You hereby authorize the Physician to communicate your Protected Health Information (***PHI***) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations) using the e-mail address and cell phone information you provide. Be mindful that: (a) sending Electronic Communications is not necessarily a secure medium for sending or receiving PHI, and if you send or receive Electronic Communications through your employer's shared electronic system, the employer may have the right to review them; (b) neither the Practice nor the Physician can assure or guarantee the confidentiality of Electronic Communications; (c) in the discretion of the Physician, Electronic Communications may be made a part of your permanent medical records; and (d) Electronic Communications are not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information. If you do not receive a response to a message within two (2) days, use another means of communication to contact the Physician. The Practice and the Physician will not be liable to you for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to you because of technical failures, including (i) failures attributable to any service provider; (ii) power outages, failure of any electronic messaging software, or your failure to properly dial contact numbers or address e-mail messages; (iii) failure of the Physician's or the Practice's office's computer or computer network, or faulty telephone/fax, cellular phone, or cable data transmission; (iv) any interception of Electronic Communications by a third party; or (v) your failure to comply with the guidelines regarding use of Electronic Communications set forth in this paragraph. You agree that notifications from the Practice under this Agreement may be delivered by e-mail, that general Practice notifications may be posted to the Practice's website, and that it is your responsibility to inform the Practice of changes to your Electronic Communications contact information and regularly check the Practice's website.

6. Term and Termination. This Agreement will continue in effect for an initial term of one year unless terminated sooner as provided above. Upon completion of the initial term, the Agreement will automatically renew for successive one-year periods upon payment of the annual fee.

7. Miscellaneous. The Practice may amend this Agreement without your prior consent to comply with federal, state, or local laws or regulations. Additionally, the Extended Services annual fee may be subject to adjustment effective upon annual renewal of this Agreement. The Practice will give you thirty (30) days' prior written notice of these changes. No other amendment may be made without the prior written consent of the other party. You may not assign this Agreement or your program participation to anyone else. This Agreement may be signed in any number of counterparts and transmitted by personal delivery, facsimile or .pdf email scan, each of which shall be an original and all of which shall constitute one document. Use of a digital or electronic signature to execute this Agreement will have the same effect as a handwritten signature.

**Patient:**

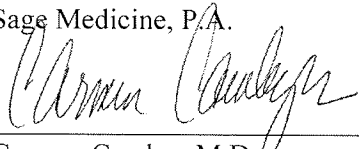
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Patient's Signature

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Patient's Printed Name

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Date of Signing

**Practice:**

Sage Medicine, P.A.

  
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Carmen Cawley, M.D.