

**Your Information.  
Your Rights.  
Our Responsibilities.**

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. **Please review it carefully.**

**Your Rights**

**You have the right to:**

- Get a copy of your paper or electronic medical record
- Correct your paper or electronic medical record
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

➤ **See page 2** for more information on these rights and how to exercise them

**Your Choices**

**You have some choices in the way that we use and share information as we:**

- Tell family and friends about your condition
- Provide disaster relief
- Include you in a hospital directory
- Provide mental health care
- Market our services and sell your information
- Raise funds

➤ **See page 3** for more information on these choices and how to exercise them

**Our Uses and Disclosures**

**We may use and share your information as we:**

- Treat you
- Run our organization
- Bill for your services
- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests
- Work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

➤ **See pages 3 and 4** for more information on these uses and disclosures

## Your Rights

### When it comes to your health information, you have certain rights.

This section explains your rights and some of our responsibilities to help you.

#### Get an electronic or paper copy of your medical record

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

#### Ask us to correct your medical record

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

#### Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say “yes” to all reasonable requests.

#### Ask us to limit what we use or share

- You can ask us **not** to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say “no” if it would affect your care.
- If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say “yes” unless a law requires us to share that information.

#### Get a list of those with whom we’ve shared information

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

#### Get a copy of this privacy notice

- You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

#### Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

#### File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).
- We will not retaliate against you for filing a complaint.

## Your Choices

**For certain health information, you can tell us your choices about what we share.** If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

**In these cases, you have both the right and choice to tell us to:**

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation
- Include your information in a hospital directory

*If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.*

**In these cases we never share your information unless you give us written permission:**

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes

**In the case of fundraising:**

- We may contact you for fundraising efforts, but you can tell us not to contact you again.

## Our Uses and Disclosures

### How do we typically use or share your health information?

We typically use or share your health information in the following ways.

**Treat you**

- We can use your health information and share it with other professionals who are treating you.

**Example:** A doctor treating you for an injury asks another doctor about your overall health condition.

**Run our organization**

- We can use and share your health information to run our practice, improve your care, and contact you when necessary.

**Example:** We use health information about you to manage your treatment and services.

**Bill for your services**

- We can use and share your health information to bill and get payment from health plans or other entities.

**Example:** We give information about you to your health insurance plan so it will pay for your services.

*continued on next page*

**How else can we use or share your health information?** We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html).

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**Help with public health and safety issues**

- We can share health information about you for certain situations such as:
    - Preventing disease
    - Helping with product recalls
    - Reporting adverse reactions to medications
    - Reporting suspected abuse, neglect, or domestic violence
    - Preventing or reducing a serious threat to anyone’s health or safety
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**Do research**

- We can use or share your information for health research.
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**Comply with the law**

- We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we’re complying with federal privacy law.
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**Respond to organ and tissue donation requests**

- We can share health information about you with organ procurement organizations.
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**Work with a medical examiner or funeral director**

- We can share health information with a coroner, medical examiner, or funeral director when an individual dies.
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**Address workers’ compensation, law enforcement, and other government requests**

- We can use or share health information about you:
    - For workers’ compensation claims
    - For law enforcement purposes or with a law enforcement official
    - With health oversight agencies for activities authorized by law
    - For special government functions such as military, national security, and presidential protective services
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**Respond to lawsuits and legal actions**

- We can share health information about you in response to a court or administrative order, or in response to a subpoena.
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## Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html).

## Changes to the Terms of this Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.

01/01/19

**This Notice of Privacy Practices applies to the following organizations.**

*Ashewell Medical Group, P.A.*

### Acknowledgment of Privacy Practices

I have received the Notice of Privacy Practices and I have been provided an opportunity to review it.

Patient Name: \_\_\_\_\_ Date of Birth \_\_\_/\_\_\_/\_\_\_

Signature: \_\_\_\_\_

Date \_\_\_\_\_

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*Ashewell Medical Group, P.A. 408 Depot Street Asheville, North Carolina 28803 (828) 477-4077*

**Ashewell Medical Group, P.A.**  
408 Depot Street  
Asheville, North Carolina 28803  
(828) 477-4077

**PATIENT AGREEMENT**

<b>Patient Information:</b>			
First Name	Middle Initial	Last Name	
Name: _____		Date of Birth: ____/____/____	
<b><u>FOR IN OFFICE ENROLLMENT ONLY:</u></b>			
Address: _____		Apt #: _____	
City: _____	State: _____	Zip: _____	Home Phone: ( ) _____
Cell Phone: ( ) _____	Email: _____		
Employed By: _____	Client Occupation: _____		
Business Address: _____		Business Phone: ( ) _____	

**Section A. Amenities Provided by Ashewell Medical Group, P.A.:**

Ashewell Medical Group, P.A. (“Ashewell”) enables its Patients to have highly personalized, rapid access to a healthcare. Ashewell has agreed to provide you with the following amenities:

1. Patient shall receive medical services that are consistent with the training and experience of the Physician.
2. An annual “Wellness Examination and Evaluation” performed by a Physician: This shall include a health risk assessment, an EKG when appropriate, a psychosocial screening, and a customized wellness plan that consists of exercise and dietary guidelines.
3. 24/7 Access: Patient shall have direct phone and SMS message access to the Physician twenty-four hours per day, seven days a week. Patients shall also be able to communicate with the Physician via telephone appointments and video chat when scheduled in advance.
4. Substitute Physicians: During the Physician’s absence, a substitute licensed Physician will be available to provide medical services. Ashewell will provide instructions on how to contact the Substitute Physician. While the Substitute Physician will have the same availability as our usual Physician, contact may be made through an answering service rather than direct access.
5. E-mail: Patient shall be provided with the Physician’s email address for non-urgent communications. A Physician or appropriate staff member *shall make a reasonable effort to respond within twenty-four (24) hours*. **NOTE: Email shall not be used to access care in the event of an emergency. If an emergency arises, Patient should contact 911 or proceed to the emergency room.**
6. Same or next day appointments: Ashewell will make every reasonable effort to triage requests for same or next day appointments. Emergency and urgent appointments will be determined by appropriately trained staff and shown priority as spots are limited to time between regularly scheduled appointments.

7. On-time appointments: Patients shall be seen at the scheduled appointment time. If the Physician foresees a minimal wait time, the Patient shall be notified. If the Patient is fifteen (15) or more minutes late, Patient may be asked to reschedule.

8. Location: Patient may request the appointment to occur in the office or via telephone. Physician shall comply with Patient's request at his/her discretion.

9. Specialists: Ashewell shall assist in scheduling necessary appointments with specialists, diagnostic, or therapeutic procedures for Patient to the best of their ability. **NOTE: Fees paid under this Agreement do not include or cover specialists' fees or fees due to any medical professional that is not part of the Ashewell Medical Group, P.A.**

Please note that Ashewell may add, delete, or change the available amenities in its sole discretion. Any changes would be effective thirty (30) days after Ashewell provides written notice of said changes. If Patient is not satisfied with any such changes, Patient may terminate this Agreement by providing written notice to Ashewell within thirty (30) days of Ashewell's written notice of the change.

### **Section B. Fees**

Patients must pay a monthly fee to Ashewell. enrollment begins at time of sign up. Please check the appropriate box for the appropriate payment schedule:

- \$59.00/month for Patients ages 18-30
- OR** for Patients under corporate enrollment
- \$79.00/month for Patients ages 31-45
- \$99.00/month for Patients ages 46-64
- \$109.00/month for Patients ages 65+

*This fee does not include medications or laboratory services or procedures, which are provided at cost.*

If this Agreement is held to be invalid for any reason and if Ashewell is required to refund any portion or all the fees paid by Patient, Patient agrees to pay Ashewell an amount equal to the reasonable value of the services rendered to Patient during the period of time for which the refunded fees were paid.

By signing below, Patient agrees to make the payments identified in this section.

### **Section C. Insurance or Other Medical Coverage**

1. Patient acknowledges that this Agreement is **not an insurance plan**, nor is it a substitute for an insurance plan. Ashewell makes no representation that any fees paid under this Agreement are covered by your health insurance or other third party payment plan. Patient retains full and complete responsibility for any such determination.

2. This Agreement and payments made under this Agreement will not cover any medical services, including but not limited to specialists' services and hospital services, that are not provided by Ashewell Medical Group, P.A. or its Physicians. Patient acknowledges that Ashewell recommends that Patient should obtain or continue to carry health insurance policies or plans that will cover medical services provided outside of Ashewell Medical Group, P.A.

3. By acknowledging this Terms of Service, you acknowledge that Dr. Carly Brown and Dr. Anna Bartow are opted out of Medicare. This means Medicare cannot be used to cover the monthly fee associated with an Ashewell Medical Group, P.A. monthly membership (\$109.00/month). All Medicare patients can continue to use Medicare to cover services provided outside of Ashewell Medical Group, P.A. including pharmacy services, laboratory services, imaging services and specialty care services.

## **Section D. Term and Termination**

1. This Agreement will be effective as of the date of Patient's online enrollment (the "Effective Date"). Ashewell will accept automatic draft payments for the monthly fee. If Patient fails to pay the monthly fee by the due date, and the Patient has not established a relationship with an Ashewell Medical Group, P.A. physician, then this Agreement will terminate. A Patient-Physician relationship is established on the first visit or if telemedicine care is provided at the request of the Patient prior to the first visit.

2. Either Patient or Ashewell may terminate this Agreement and Patient's relationship with Ashewell at any time by providing 30 days written notice.

3. If any payment is overdue by 30 days or more, the overdue party's status will be changed from active to inactive. The membership status will be maintained at this point. However, no services will be provided to the inactive party until payment to Ashewell Medical Group is made in full. This will include access to our pharmacy, labs, office visits, referrals, etc.

4. If full payment is not received prior to 60 days (2 months of consecutive non-payment), it will be assumed the Patient has chosen to self-terminate and the Patient's account will be archived and the associated membership with Ashewell will be cancelled.

5. If a Patient wishes to re-join Ashewell after having been archived and their membership removed, the Patient will need to re-enroll. The re-enrollment process will include payment of any past due balance and a re-enrollment fee equal to 3 months of membership. Applications for re-enrollment will be accepted at the discretion of Ashewell staff.

Upon termination of this Agreement for any reason, Ashewell shall continue to provide **emergency medical services only** for thirty days while Patient transitions to a new Physician. Patient shall be financially responsible for the 30 days of emergency services. Ashewell shall provide reasonable assistance for this transition, including providing Patient's medical records.

## **Section E. Confidentiality**

Ashewell agrees to keep Patient's information and medical records confidential and will not use or disclose it to others without permission during the term of this Agreement, except as required by this Agreement, or as required or permitted by law. Patient authorizes Ashewell to share his/her confidential Patient information with treating Physicians, hospitals, health care facilities and licensed health care practitioners as necessary to provide medical services.

## **Section F. Communication**

### **Email:**

By providing an email address above, Patient authorizes communication with Ashewell via email regarding Patient's health information. Patient acknowledges the following:

1. Email is not necessarily a secure medium and there is the potential an unauthorized person/entity may gain access to the information.

2. Ashewell does not guarantee the confidentiality of electronic communications.

3. In the discretion of Ashewell, email communications may be made part of Patient's medical record.

4. **If Patient does not receive a response to an email message within one (1) day, Patient agrees to use another means of communication to contact Ashewell or the Physician.**

Neither Ashewell nor the Physician shall 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, including but not limited to power outages, internet outages, incorrect addresses, misuse, and/or malfunctioning hardware and/or software.

### **Text and Media Messages:**

By Providing a mobile phone number for SMS, MMS, and/or iMessages, Patient authorizes communication with Ashewell via short message service (text message), Multimedia Message Service (photo, video, etc.. content text message) or iMessage (ISO and Mac device messages) regarding Patient's health information. Patient acknowledges the following:

1. Text and media messages are not necessarily a secure medium and there is a potential for unauthorized person/ entity may gain access to the information.
2. Ashewell does not guarantee the confidentiality of electronic communications.
3. In the discretion of Ashewell, Messages may be made a part of Patient's medical record.
4. **If Patient does not receive a response to message within one (1) day, Patient agrees to use another means of communication to contact Ashewell or the Physician.**

Neither Ashewell nor the Physician shall 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, including but not limited to loss or damage of message device, change of number, incorrect number, lack of reception, misuse, power outages, internet outages, and/or malfunctioning hardware and/or software.

#### **Section G. Waiver of Breach**

The waiver by either party of a breach of any provision of this Agreement by the other party ("Defaulting Party") shall not operate or be construed as a waiver of any subsequent breach by such Defaulting Party.

#### **Section H. Notices**

Any notice or communication concerning this Agreement shall be in writing and shall be considered delivered when sent by United States first-class mail, postage prepaid, to the addresses provided in this Agreement. Either party may change its address by written notice to the other party.

#### **Section I. Assignment**

This Agreement shall not be assigned whether individually or by operation of law by either party without prior written consent, except that Ashewell may assign this Agreement to its successor without your consent in the event of any merger, consolidation, reorganization or acquisition of Ashewell.

#### **Section J. Governing Law**

This Agreement shall be governed in accordance with the laws of the State of North Carolina. Any litigation related to this Agreement or related to the services provided via this Agreement shall be brought exclusively in the state or federal courts located in Buncombe County, North Carolina and in no other venue. The parties irrevocably consent to the jurisdiction of the courts in Buncombe County, North Carolina, whether federal or state, for all such disputes.

#### **Section K. Severability**

Should any part(s) of this Agreement be determined to be invalid, unlawful or unenforceable, the validity of any other part(s) of this Agreement shall not be affected.

#### **Section L. Entire Agreement; Amendment**

This Agreement contains the entire Agreement between the parties and may be amended only by a written Agreement signed by the parties.

**Section M. Paragraph Headings; Gender**

Any titles, captions or headings in this Agreement are for convenience only, and are not part of this Agreement. References to gender include the masculine and feminine, as appropriate.

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Patient Signature

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Date

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Ashewell Medical Group, P.A.

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Date