

BALANCED MEDICAL, PLLC
PATIENT AGREEMENT

The following constitutes the Patient Agreement (hereinafter the "Agreement") between Balanced Medical, PLLC, (hereinafter "Balanced Medical") with an address of 110 Main St., Port Washington, NY 11050 and you (the "Patient"), for medical services to be provided by Balanced Medical as set forth below.

1. **Services:** In consideration of the annual Membership Fee, Balanced Medical agrees to provide Patient with the following services:
 - a. **8** total annual visits ranging from 30 minutes - 60 minutes in time, with Dr. Adrienne Mandelberger including the following:
 - i. An annual gynecological checkup which includes but is not limited to: cervical cancer screening, pelvic exam and breast exam
 - ii. Office or telemedicine visits (within the state of New York only) for routine non-emergent gynecologic problems covered under the scope of a general gynecologist
 - iii. Office or telemedicine visits for menopausal symptoms and management
 - iv. Office Procedures which include:
 1. IUD insertion or removal; Contraceptive Implant (Nexplanon) insertion or removal. **The cost for the IUD/Contraceptive Implant itself is not included as part of the annual membership fee and will be obtained via specialty pharmacy. Patient will be responsible for the cost of the IUD/Contraceptive Implant; however, Balanced Medical will assist Patient in utilizing Patient's insurance to cover the cost of the IUD/Contraceptive Implant; however, coverage will depend on Patient's insurance provider.*
 2. Vaginal, cervical, vulvar or endometrial biopsy when medically indicated
 3. Vulvar cyst incision and drainage when medically indicated
 4. Colposcopy when medically indicated
 5. Pelvic ultrasounds when medically indicated; however, if deemed medically necessary, Patient will be referred to a radiology facility where an AIUM certified technician can perform the ultrasound.
 - b. Priority bookings for appointments
 - c. Access to membership portal
 - d. Access to multiple communication channels including email, text messaging and portal messaging.
 - e. Access to schedule 10 minute phone calls available on a biweekly basis to discuss any questions, test results, or other concerns.
 - f. Members-only welcome goodie bag
2. **Membership Fees and Payment:** The Membership Fee for Balanced Medical's services is two thousand five hundred dollars (**\$2,500**) annually, due in full upon enrollment. Patient may opt for 6 month payment plan, which will be charged at a rate of \$1500 every 6 months.

Rate is subject to increase at each year. Patient will be notified 4 months prior to year end about any

3. **Form of Payment:** Credit card, check or cash
4. **Term + Renewal:** The term of this Agreement will begin on the date upon which this Agreement is fully signed by all Parties and continue for a period of **12 months**. Thereafter, this Agreement may be renewed by the Patient for successive one-year periods. Either Party may decline to renew the Agreement upon written notification to the other party not less than 30 days prior to the expiration of the term year in effect. This Agreement will also automatically terminate upon the death or dissolution of either Party.
5. **Termination:** Patient may terminate this Agreement at any time upon **30 days** prior written notice. Balanced Medical may terminate this Agreement upon 30 days written notice to Patient in the event that Patient is verbally abusive to any medical staff, fails to show up for appointments 5 times or generally fails to comply with Balanced Medicals policies. Patient will **not** be entitled to a refund of any portion of the Membership Fee for a termination under this paragraph.
6. **No Refunds + No Carry-Over:** The Patient acknowledges, agrees, and accepts that there shall be **no** refunds of the Membership Fee irrespective of whether unused visits are remaining within the 12 month term and the visits do **not** carry over into the following 12 month term.
7. **Excluded Services:** This Agreement does **NOT** include the following services: Emergency care, outside laboratory testing, pathology studies, prescribed medications, radiologic imaging, additional specialist consultations or treatment, surgery, any procedures under anesthesia or in a hospital/ambulatory surgery setting, urgent care centers, or other healthcare services that are outside the scope of this Agreement and not set forth herein. **In the event of an emergency, Patient must call 911 or go to the nearest Emergency room.**
8. **Additional Services + Costs:** Dr. Mandelberger provides the additional services set forth in this paragraph at an Ambulatory Surgery Center or a Hospital as set forth below. These services are not included in the annual membership fee. Dr. Mandelberger's fees for the minor procedures set forth in 3a.i-vi is one thousand five hundred dollars (**\$1500**) including 2 weeks of post-operative care. Dr. Mandelberger's fees for the major procedures set forth in 3b.i is three thousand five hundred dollars (**\$3500**) and includes 4-6 weeks of post-operative care. Care for any potential surgical complications are included in the fee for a period of 6 months after the surgery date.
 - a. **Minor Procedures Under Anesthesia:**
 - i. Hysteroscopy: diagnostic or operative
 - ii. Dilation and curettage

- iii. IUD Insertion or removal
- iv. Biopsy or lesion excision
- v. Hymenectomy/hymenotomy
- vi. Labial reduction surgery
- vii. Exam under anesthesia
- viii. Any pregnancy-related procedures such as termination of viable or nonviable pregnancy.

b. Major Procedures:

- i. Any laparoscopic, robotic, or open surgery (laparotomy)

c. Insurance for Hospital or Surgery Center:

- i. Insurance may be used for hospital fees but **not** for Dr. Mandelberger's fees.

9. **Not Insurance:** Patient acknowledges, agrees, accepts and understands that this Agreement is **not an insurance plan and is not a substitute for health insurance** or other health plan coverage (such as membership in an HMO). It will not cover hospital services or any services provided by a physician or provider outside of Balanced Medical. Patient acknowledges, agrees, accepts and understands that Balance Medical advises that patient keep in full force and effect any health insurance policies or plans that will cover Patient for general healthcare costs. Patient acknowledges, agrees, accepts and understands that this Agreement is **not** a contract that provides health insurance, and this Agreement is **not** intended to replace any existing or future health insurance or health plan coverage that Patient may carry.
10. **Non-Participation in Insurance:** Patient acknowledges, agrees, accepts and understands that neither Balanced Medical nor Dr. Adrienne Mandelberger participates in any health insurance whether public or private or HMO plans or panels and has opted out of Medicare. Medicare **cannot** be billed for any services performed by Balanced Medical and Dr. Mandelberger. **Patient agrees not to bill Medicare or attempt Medicare reimbursement for any services under this Agreement.**
11. **Communications:** Open Call Hours are available for scheduling in 10 minute increments on set days and times, and may be scheduled in the Patient Portal or requested via email. For quick and/or urgent matters you may also text Dr. Mandelberger at 516-853-7891. Balanced Medical does not have an on-call service and as such cannot guarantee availability 24/7 but Balanced Medical will respond within 48 hours.
12. **Governing Law:** This Agreement shall be governed by the laws of the State of New York without regard to such state's conflict of laws or choice of law rules and principles.
13. **Dispute Resolution:** Any suit, action, or other proceeding brought by any Party or their respective successors or assigns arising under this Agreement shall be submitted to a court of competent jurisdiction in New York State.

14. **Modification/No Assignment:** Any modification of this Agreement, must be made in writing and signed by both Parties. Neither party may assign its rights or responsibilities under the Agreement without express written consent of the other party.
15. **Severability:** All provisions of this Agreement are severable. The determination that any particular provision or term is illegal or unenforceable shall have no effect on the remaining terms.
16. **Construction:** This Agreement shall be construed and interpreted fairly in accordance with the plain meaning of its terms. The Patient understands the meaning and effect of each provision contained in this Agreement and that Patient has voluntarily and knowingly entered into this Agreement.
17. **Entire Agreement:** This Agreement represents the entire agreement between the Parties. Both Parties' performance is limited to the terms of this Agreement.