



## TERMS AND CONDITIONS

### BACKGROUND

Camino Health Center (Camino, Us, or We) offers convenient and affordable primary care services through its physicians, advanced care practitioners, or Camino-affiliated providers (Provider) at 133 Stetson Drive, Charlotte, NC 28262. Camino agrees to provide the registered patient (Patient or You) with the Services described in this Agreement on the terms and conditions outlined below.

**1. Patient.** In this Agreement, "Patient" means the persons for whom the Provider provides care and who have signed this Agreement.

**2. Services.** In this Agreement, "Services" means the collection of services offered to you by Us. Services include access to text message-based e-visits and clinic-based medical care at Camino as permitted under the laws of the State of North Carolina.

**3. No Discrimination.** At Camino, we uphold a strict policy against discrimination. We do not discriminate based on age, race, nationality, religion, sex, familial status, or physical condition. Please be aware that priority in care may be given to individuals based on their medical condition, health factors, or other circumstances as determined by our Providers and staff.

**4. Financial Disclaimer.** Camino operates on a sliding scale model. Patients who are unable to pay full price for services can apply for financial support in person at Camino Health Center, 133 Stetson Drive, Charlotte, NC 28269. Restrictions apply.

### AGREEMENT

**5. Term.** This Agreement will last one year, starting on the date of electronic acceptance of these terms and conditions.

**6. Renewal.** This Agreement will renew on an annual basis.

**7. Termination.** Regardless of anything written above, You always have the right to cancel this agreement. Either party can end this agreement at any time by giving the other party 30 days written notice.

**8. Patient Discharge.** With termination of this agreement, You will be discharged as a patient at Camino. We consider the provider-patient relationship to be an integral aspect of patient care and it is our policy to discharge You as a patient at Camino in the following scenarios.

- A. If You are abusive in any manner to Camino Providers, staff, or other patients.
- B. If You miss or fail to reschedule three appointments with at least 24 hours notice.
- C. If You are non-compliant with Provider care recommendations, impeding the Provider's ability to provide appropriate medical care.

**9. Payments and Refunds.** All payments are **non-refundable** and due at the time of service.

**10. Virtual Care Limitations.** You acknowledge that virtual care has inherent limitations, whether e-visits, text messaging, video chat, phone calls, or other means of communication.

- A. You must be a North Carolina resident and physically present in the State of North Carolina.
- B. You understand and agree that any means of virtual care is not intended for emergencies or time-sensitive problems. In an emergency or a situation that You could reasonably expect to develop into an emergency, You understand and agree to call 911 or go to the nearest Emergency room and follow the directions of emergency personnel. For time-sensitive medical concerns, You must contact Us by phone at 704-596-5606.
- C. You acknowledge that virtual care is not appropriate for all medical concerns. At the Provider's discretion, You may be scheduled a clinic-based appointment at Camino to address your health concerns.

**11. E-Visit Credit.** If an e-visit is insufficient to address your health concerns and your Provider schedules a clinic-based appointment, the cost of your e-visit will be credited to your office visit fee at Camino. You may reschedule your appointment with at least 24 hours notice; otherwise, You will forfeit this credit if you miss or cancel your appointment or reschedule with less than 24 hours notice.

**12. Appointment Reservations.** Camino uses an open-access scheduling model, booking appointments within 72 hours of the clinic appointment time free of charge to ensure scheduling availability. A non-refundable deposit may be placed to schedule an appointment outside of the 72-hour booking period. You may reschedule your appointment with at least 24 hours notice; otherwise, You will forfeit this deposit if you miss or cancel your appointment or reschedule with less than 24 hours notice.

**13. Medicaid Disclaimer.** You acknowledge that our text message-based e-visits are not a Medicaid-covered service and agree to pay all fees associated with this Service. Otherwise, if You are registered as a Medicaid patient, we agree to accept Medicaid payment plus any

authorized deductible, co-insurance, co-payment, and third-party payment as payment in full for all Medicaid-covered services provided.

**14. Non-Participation in Insurance.** Excluding the Services outlined in Section 13 above, You acknowledge the Services provided in this Agreement are not covered by health insurance. Camino will not bill the Patient's health insurance or other third-party payment plans for the Services. The Patient is responsible for all fees associated with the Services provided.

**15. Communications.** You acknowledge that although Camino shall comply with HIPAA privacy requirements, communications with the Provider using e-mail, facsimile, video chat, cell phone, texting, and other forms of electronic communication can never be absolutely guaranteed to be secure or confidential methods of communications. As such, You expressly waive the Provider's obligation to guarantee confidentiality concerning the above means of communication. You further acknowledge that all such communications may become a part of the medical record.

By providing an e-mail address and cell phone number, You authorize Camino to communicate with you via e-mail or text regarding your "protected health information" (PHI). You acknowledge that:

- A. Email and text messages are not necessarily a secure medium for sending or receiving PHI, and there is always a possibility that a third party may gain access;
- B. Although the Provider will make all reasonable efforts to keep email and text communications confidential and secure, neither Camino nor the Provider can assure or guarantee the absolute confidentiality of these communications;
- C. At the discretion of the Provider, email and text communications may be made a part of the Patient's permanent medical record;
- D. If You do not receive a response to a virtual e-visit request within 24 business hours (Monday through Friday, 8 a.m. to 5 p.m.), you agree to contact Us by telephone at 704-596-5606.
- E. Technical Failure. Neither Camino nor the Provider will be liable for any loss, injury, or expense arising from a delay in responding to the Patient due to technical failure. Examples of technical failures:
  - a. failures caused by an internet or cell phone service provider;
  - b. power outages;
  - c. failure of electronic messaging software or email provider;
  - d. failure of Camino's computers or computer network, or faulty telephone or cable data transmission;

- e. any interception of email communications by a third party that is unauthorized by Camino; or
- f. Patient's failure to comply with the guidelines for use of email or text messaging, as described in this Agreement.

F. Further message and data rates from your cellular carrier may apply.

**16. Provider Absence.** Occasionally, the Provider may be temporarily unavailable to provide Services due to vacation, illness, or a personal emergency. We will notify You of any planned Provider absences as soon as the dates are confirmed. In the event of a provider's absence, the Provider will address any e-visits upon return.

**17. Change of Law.** If there is a change of any relevant law, regulation or rule, federal, state or local, which affects the terms of this Agreement, the parties agree to amend this Agreement to comply with the law.

**18. Severability.** If a court of competent jurisdiction considers any part of this Agreement legally invalid or unenforceable, that part will be amended to the extent necessary to be enforceable, and the remainder of the contract will stay in force as originally written.

**19. Amendment.** No amendment of this Agreement shall be binding on a party unless it is in writing and signed by all the parties, except for amendments made in compliance with Section 17 above.

**20. Assignment.** This Agreement and any rights You may have under it may not be assigned or transferred by You.

**21. Legal Significance.** You acknowledge that this Agreement is a legal document and gives the parties certain rights and responsibilities. You also acknowledge that You have had a reasonable time to seek legal advice regarding the Agreement and have either chosen not to do so or have done so and are satisfied with the terms and conditions of the Agreement.

**22. Miscellaneous.** This Agreement shall be construed without regard to any rules requiring it be construed against the party who drafted it. The captions in this Agreement are only for convenience and have no legal meaning.

**23. Entire Agreement.** This Agreement contains the entire Agreement between the parties and replaces any earlier understandings and agreements, whether written or oral.

**24. No Waiver.** To allow for the flexibility of certain terms of the Agreement, each party agrees that they may choose to delay or not enforce the other party's requirement or duty under this

Agreement (for example, notice periods, payment terms, etc.). Doing so will not constitute a waiver of that duty or responsibility. The party will have the right to enforce such terms again at any time.

**25. Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of North Carolina. All disputes arising from this Agreement shall be settled in the court of proper venue and jurisdiction for Camino in Charlotte, North Carolina.

**26. Service.** All written notices are deemed served if sent to the party's address written below by first-class U.S. mail.

Camino Community Development Corporation  
133 Stetson Drive  
Charlotte, North Carolina 28262

Last edited on July 8, 2024.