

**DIRECT PRIMARY CARE PATIENT AGREEMENT
1 TO 1 PATIENT CARE, LLC.**

This is an Agreement between **1 TO 1 PATIENT CARE, LLC (Practice)**, a Florida LLC, located at 6799 Overseas Hwy, Ste. 1, Marathon Florida 33050. Shelly M. Bish APRN, FNP-C (**Provider**) in her capacity as an agent of **1 TO 1 PATIENT CARE, LLC.** and you, (**Patient**).

Background

The Provider practices family medicine and delivers care on behalf of **1 TO 1 PATIENT CARE, LLC** in Marathon, Florida. In exchange for certain fees paid by You, **1 TO 1 PATIENT CARE, LLC**, through its Provider(s), agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement. The practice website is www.1to1patientcare.com.

Definitions

1. Patient. A patient is defined as those persons for whom the Provider shall provide Services, and who are signatories to, or listed below and incorporated by reference, to this agreement.

2. Services. As used in this Agreement, the term Services, shall mean a package of ongoing primary care services, both medical and non-medical, and certain amenities (collectively "Services"), which are offered by 1 TO 1 PATIENT CARE, LLC, are described as: **Preventive care, Diagnosis and treatment of acute illnesses and minor injuries, Management of chronic conditions, Coordination of care, and Health counseling and education.** The Patient will be provided with methods to contact the provider via phone, email, and other methods of electronic communication. Provider will maintain office hours and be available for house calls by appointment. The Provider will make every effort to address the needs of the Patient in a timely manner, but cannot guarantee 24/7 availability, and cannot guarantee that the patient will not need to seek treatment in an urgent care or emergency department setting.

3. Fees.

Enrollment Fee – This is charged when the Patient enrolls with 1 TO 1 PATIENT CARE, LLC and is nonrefundable. This fee is subject to change. If Patient discontinues membership and wishes to re-enroll in the practice 1 TO 1 PATIENT CARE, LLC reserves the right to decline re-enrollment or to require the re-enrollment fee reflect an amount equivalent to the months of absent payments when dis-enrolled from 1 TO 1 PATIENT CARE, LLC.

Enrollment fee is \$150.00

Monthly Periodic Fee (billed at the end of the service period) – This fee is for ongoing primary care services as described herein. Appendix 1 specifies fees for primary care services that are not covered by the monthly fee.

The monthly periodic fee:

Individual: \$99.00 per month

Children: \$ 20.00 per month (with 1 adult membership)

Family: \$199.00 per month (children included, same household)

The periodic fee will be billed monthly and the patient is entitled to leave Practice at any time and be assigned a prorated final bill based upon the date of withdrawal from Practice.

4. Non-Participation in Insurance. Patient acknowledges that neither 1 TO 1 PATIENT CARE, LLC, nor Provider(s) participate in any health insurance or HMO plans. Provider(s) have opted out of Medicare.

5. Term; Termination. This Agreement will commence on the date first written below and will extend monthly thereafter. Notwithstanding the above, both Patient and 1 TO 1 PATIENT CARE, LLC shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination, upon giving 30 days prior written notice to the other party. Immediate termination may result due to a violation of the provider-patient relationship or a breach of the terms of the agreement. Unless previously terminated as set forth above, at the expiration of the initial one-month term (and each succeeding monthly term), the Agreement will automatically renew for successive monthly terms upon the payment of the monthly fee. 1 TO 1 PATIENT CARE, LLC will offer a refund to the patient, the patient's legal representative, or the patient's employer of monthly fees paid in advance if 1 TO 1 PATIENT CARE, LLC ceases to offer primary care services for any reason.

6. Privacy & Communications. You acknowledge that communications with the Provider using e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. Practice will make an effort to secure all communications via passwords and other protective means. These will be discussed in an annually updated Health Insurance Portability and Accountability Act (HIPAA) "Risk Assessment." Practice will make an effort to promote the utilization of the most secure methods of communication, such as software platforms with data encryption, HIPAA familiarity, and a willingness to sign HIPAA Business Associate Agreements. This may mean that conversations over certain communication platforms are highlighted as preferable based on higher levels of data encryption, but many communication platforms, including email, may be made available to the patient. If Patient initiates a conversation in which the Patient discloses "Protected Health Information (PHI)" on one or more of these communication platforms then the Patient has authorized 1 TO 1 PATIENT CARE, LLC to communicate with the Patient regarding PHI in the same format. Communication by email will be considered "in writing" under the terms of this agreement. The Patient assumes the responsibility to keep their email address updated in the patient portal.

7. Vacation. Provider(s) will take 2-4 weeks of vacation or continuing education per calendar year. These dates will be provided to members in writing a minimum of 30 days in advance. During these weeks, Provider(s) will be unavailable for office hours or house calls. Provider(s) will have limited availability by phone, email, text, and video calling during these times. In a medical emergency you should call 911 and seek treatment in the urgent care or emergency department setting.

8. Severability. If for any reason any provision of this Agreement shall be deemed, by a court of competent jurisdiction, to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the Agreement shall not be affected, and that provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.

9. Reimbursement for Services if Agreement is Invalidated. If this Agreement is held to be invalid for any reason, and if 1 TO 1 PATIENT CARE, LLC is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay 1 TO 1 PATIENT CARE, LLC an amount equal to the fair market value of the Services actually rendered to Patient during the period of time for which the refunded fees were paid.

10. Assignment. This Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient.

11. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Florida and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the 1 TO 1 PATIENT CARE, LLC address in Marathon, Florida.

12. Patient Understandings:

- In the event of a medical emergency, I agree to call 911 first.
- I do NOT expect Practice or Provider(s) to file or fight any third party insurance claims on my behalf.
- In the event I have a complaint about the 1 TO 1 PATIENT CARE, LLC; I will first notify 1 TO 1 PATIENT CARE, LLC directly.
- I am enrolling (myself and my family if applicable) in 1 TO 1 PATIENT CARE, LLC Services voluntarily.
- I may receive a copy of this document upon request.
- This Agreement is non-transferable.
- **This agreement is not health insurance and the primary care provider will not file any claims against the patient’s health insurance policy or plan for reimbursement of any primary care services covered by the agreement. This agreement does not qualify as minimum essential coverage to satisfy the individual shared responsibility provision of the Patient Protection and Affordable Care Act, 26 U.S.C. s. 5000A. This agreement is not workers’ compensation insurance and does not replace an employer’s obligations under chapter 440.**

Executed on: _____ (DATE)

Patient Name(s) _____

Patient (or Guardian) Signature _____

FOR 1 TO 1 PATIENT CARE, LLC
Provider/Agent Name _____

Provider/Agent Signature _____

Appendix 1, 1 TO 1 PATIENT CARE, LLC Itemized Fees

Ongoing Primary Care is included with the Monthly Periodic Fee, In-Office Procedures such as lab draws and biopsies performed by providers at 1 TO 1 PATIENT CARE, LLC are available at no additional cost.

THE FOLLOWING DIAGNOSTIC SERVICES MAY BE REQUIRED, WILL BE PERFORMED BY A THIRD PARTY AND WILL RESULT IN ADDITIONAL FEES.

Laboratory Studies will be drawn in the office at no additional charge and the Patient will be charged according to the direct price rate we have negotiated with the lab.

Pathology studies (including cytology for PAP smear) will be ordered in the most economical manner possible.

Radiology studies will be ordered in the most cost effective manner possible for the Patient.

Surgery and specialist consults will be obtained in the most cost effective manner possible for the Patient.

MEDICATION

Medications will be ordered in the most cost effective manner possible for the Patient. When we dispense medications in the office these medications will be made available to the patient at wholesale cost.

1 TO 1 PATIENT CARE, LLC Name Medicare Patient Understandings

This agreement is between 1 TO 1 PATIENT CARE, LLC Name, and
Medicare Beneficiary: _____
Who resides at: _____
With Medicare ID #: _____

Patient is a Medicare Part B beneficiary seeking services covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997. The 1 TO 1 PATIENT CARE, LLC has informed the Beneficiary or his/her legal representative that Providers at the 1 TO 1 PATIENT CARE, LLC have opted out of the Medicare program. The Providers in 1 TO 1 PATIENT CARE, LLC have not been excluded from participating in Medicare Part B under [1128] 1128, [1156] 1156, or [1892] 1892 of the Social Security Act.

Beneficiary or his/her legal representative agrees, understands and expressly acknowledges the following:

Initial each:

- ___ Beneficiary or his/her legal representative accepts full responsibility for payment of the Provider's charge for all services furnished by the Provider.
- ___ Beneficiary or his/her legal representative understands that Medicare limits do not apply to what the Provider may charge for items or services furnished by the Provider.
- ___ Beneficiary or his/her legal representative agrees not to submit a claim to Medicare or to ask the Provider to submit a claim to Medicare.
- ___ Beneficiary or his/her legal representative understands that Medicare payment will not be made for any items or services furnished by the Provider that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.
- ___ Beneficiary or his/her legal representative enters into this contract with the knowledge that he/she has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and the beneficiary 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.
- ___ Beneficiary or his/her legal representative understands that Medi-Gap plans do not, and that other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.
- ___ Beneficiary or his/her legal representative acknowledges that the beneficiary is not currently in an emergency or urgent health care situation.
- ___ Beneficiary or his/her legal representative acknowledges that a copy of this contract has been made available to him.

Executed on:

By: _____

Medicare Beneficiary or his/her legal representative

And: _____

On behalf of 1 TO 1 PATIENT CARE, LLC