

# Patient Agreement

## PATIENT AGREEMENT - Gulf Coast Direct Primary Care



This Patient Agreement (“Agreement”) is entered into by and between:

**GULF COAST DIRECT PRIMARY CARE**, a Florida professional corporation, located at 17595 S. Tamiami Trail, Suite 204 Fort Myers, Florida 33908 And **Rebekah Bernard, MD** and **Kelly A. Fontana, MD** (collectively, the “Physicians”), in their capacity as agents of Gulf Coast Direct Primary Care And You (“Patient”).

### Background

The Physicians specialize in Family Medicine and Internal Medicine/Pediatrics and provide medical services on behalf of Gulf Coast Direct Primary Care at the address listed above. In exchange for the fees paid by Patient, Gulf Coast Direct Primary Care, through its Physicians, agrees to provide Patient with the Services described in this Agreement, subject to the terms and conditions set forth herein.

### Definitions

**Patient** - A “Patient” is defined as any individual for whom the Physician provides Services and who is either a signatory to this Agreement or listed in **Appendix 1**, which is incorporated herein by reference.

**Services** - “Services” refers to the package of medical and non-medical services and amenities offered by Gulf Coast Direct Primary Care as described in **Appendix 1**, incorporated herein by reference.

### Term of Agreement

The original Agreement commences on the date Patient enrolled with the practice. Updated terms shall commence on **March 1, 2026**. This Agreement begins on the date of registration and continues on a month-to-month basis unless terminated as provided below.

### 1. Termination

This Agreement automatically renews monthly upon payment of the membership fee.

Either Patient or Gulf Coast Direct Primary Care may terminate this Agreement at any time, without cause, by providing thirty (30) days’ prior written notice to the other party.

#### a. Membership Holds

There is no provision for membership “holds.” Memberships not paid on time are subject to cancellation. Upon cancellation, the Physician is no longer responsible for the Patient’s healthcare needs.

#### b. Cancellations

Re-admission after cancellation is at the sole discretion of the Physician and is not guaranteed. A re-enrollment fee of \$250 may be required, along with payment of any outstanding balances.

#### c. Dismissals

If a Patient is dismissed from the practice, written notice will be provided. The Physician will be available on an emergency basis only for thirty (30) days following dismissal, after which the Patient is expected to secure another physician.

### 2. Fees

In exchange for the Services described herein, Patient agrees to pay Gulf Coast Direct Primary Care the membership fees set forth in **Appendix 1**.

Membership fees are payable upon execution of this Agreement and apply to Services provided during the term of the Agreement. If this Agreement is terminated, Gulf Coast Direct Primary Care shall refund any overpayment after deducting charges for Services rendered prior to termination.

Failure to pay membership fees will result in cancellation of membership, after which the Physician shall no longer be responsible for the Patient's healthcare needs.

### **3. Non-Participation in Insurance**

Patient acknowledges that neither Gulf Coast Direct Primary Care nor the Physicians participate in any health insurance plans or HMOs. No representations are made that fees paid under this Agreement are reimbursable by insurance or third-party payers. Patient retains full responsibility for determining any reimbursement eligibility.

#### **3a. Non-Participation in Medicare**

Dr. Bernard and Dr. Fontana have opted out of Medicare for services provided at Gulf Coast Direct Primary Care (effective October 1, 2016). Medicare beneficiaries may receive care at the practice by entering into a private contract and paying membership fees outside of Medicare reimbursement.

Neither the Physician nor the Patient may submit claims to Medicare for services provided under this Agreement. Patients may continue to use Medicare for services not provided directly by Gulf Coast Direct Primary Care, including but not limited to:

- Prescription medications
- Laboratory services
- Diagnostic imaging
- Durable medical equipment
- Specialist services

**4. Insurance Disclaimer** - This Agreement is **not** health insurance and is **not** a substitute for health insurance coverage. It does not cover hospital services or services not personally provided by Gulf Coast Direct Primary Care or its Physicians. Patients are advised to maintain health insurance coverage for hospitalization, specialty care, surgeries, and other healthcare costs outside the scope of primary care.

**5. Communications** - Patient acknowledges that communication via email, text message, facsimile, video chat, or cellular phone may not be secure.

By providing an email address and/or cell phone number, Patient authorizes Gulf Coast Direct Primary Care and its Physicians to communicate Protected Health Information (PHI) as defined under HIPAA.

Patient understands and acknowledges that:

- a. Email/text is not guaranteed to be secure.
- b. Absolute confidentiality cannot be guaranteed.
- c. Communications may become part of the medical record.
- d. Email/text is not appropriate for emergencies or time-sensitive matters.

In an emergency, Patient shall call 911 or proceed to the nearest emergency room.

If Patient does not receive a response within one (1) business day, Patient agrees to use another method of communication.

Neither Gulf Coast Direct Primary Care nor the Physicians shall be liable for delays caused by technical failures, including but not limited to:

- Internet service provider issues
- Power outages
- Software failures
- Hardware/network failures
- Interception by third parties
- Incorrectly addressed communications

#### **6. Medical Record Documentation and AI Use**

Physicians may utilize HIPAA-compliant AI documentation software solely for the purpose of assisting with medical record documentation. The software may transcribe office visits and generate draft SOAP notes. Final medical documentation remains at the discretion of the Physician.

AI software:

- Is used for documentation only
- Is not used to determine diagnosis or treatment plans
- Is not retained as an audio recording
- Auto-deletes transcription data within 30 days

#### **7. Change of Law**

If a change in law, regulation, or judicial interpretation materially affects this Agreement, either party may request good-faith renegotiation. If no agreement is reached within forty-five (45) days, either party may terminate the Agreement upon written notice. Gulf Coast Direct Primary Care may unilaterally amend this Agreement as required to comply with applicable law.

#### **8. Severability**

If any provision of this Agreement is deemed invalid or unenforceable, the remainder of the Agreement shall remain in effect. The invalid provision shall be modified to the minimum extent necessary to comply with applicable law.

#### **9. Reimbursement for Services Rendered**

If this Agreement is deemed invalid and membership fees must be refunded, Patient agrees to pay the reasonable value of Services actually rendered during the covered period.

#### **10. Amendment**

Gulf Coast Direct Primary Care may unilaterally amend this Agreement as required by applicable law with thirty (30) days' written notice. Legally required provisions not expressly included shall be deemed incorporated by reference.

**11. Assignment** Patient may not assign or transfer rights under this Agreement.

**12. Entire Agreement** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements regarding its subject matter.

**13. Jurisdiction** This Agreement shall be governed by the laws of the State of Florida. All disputes shall be resolved in the appropriate court of venue and jurisdiction in Fort Myers, Florida.

**16. Service of Notice** Written notice shall be deemed served if sent by email to the address provided upon enrollment or as otherwise provided in Appendix 1.

The parties have received the original Agreement on the date of registration with updates sent to the email provided to Gulf Coast DPC.

***Rebekah Bernard, MD***

Rebekah Bernard, MD

CEO of Gulf Coast Direct Primary Care

## Appendix

### Services and Payment Terms

#### Medical Services

As used in this Agreement, the term Medical Services shall mean those medical services that the Physicians are permitted to perform under the laws of the State of Florida and consistent with their medical training and scope of practice.

The following services shall be provided as medically indicated:

- Routine medical visits for chronic issues and acute illnesses
- Wellness Visits including Health Risk Assessment
- Pap test (additional fee for pathology)
- Vision and Hearing Screening
- EKG
- Body Fat Analysis
- Psychosocial Screening
- Phlebotomy
- Rapid strep, COVID19 (while available) urinalysis, urine pregnancy
- Rapid flu test (\$20 fee)
- Medication injections: Solumedrol (steroid), Toradol (ketorolac), Phenergan (promethazine) when medically appropriate at no extra charge
- Tuberculosis test (PPD)
- Joint drainage and steroid injection
- Skin biopsies (pathology fee applies)
- Skin tag, wart, and other benign lesion removal
- Additional services may be added by Physician on an ongoing basis

From time to time, due to vacations, sick days, and other similar situations, the Physicians may not be available to provide the services referred to above in this paragraph. During such times, Physicians will make every effort to arrange reasonable coverage for Patient concerns in her absence. However, coverage cannot be guaranteed.

### **Personalized Service**

Gulf Coast Direct Primary Care shall provide the Patient with the following services:

1. Physician office visits as medically indicated during scheduled office hours.
2. E-mail access. Patient shall be given the Physician's email address to which non-urgent communications can be addressed. Such communications shall be dealt with by the Physician or staff member of the practice in a timely manner. Patient understands and agrees that email and the internet should never be used to access medical care in the event of an emergency, or any situation that Patient could reasonably expect may develop into an emergency. Patient agrees that in such situations, when a Patient cannot speak to Physician immediately in person or phone, that Patient should call 911 or the nearest emergency medical assistance provider and follow the directions of emergency medical personnel.
3. No wait or minimal wait appointments. Every effort shall be made to assure that Patient is seen by the Physician immediately upon arriving for a scheduled office visit or after only a minimal wait. If Physician foresees a minimal wait time, Patient shall be contacted and advised of projected wait time.
4. Same Day/ Next Day appointments. Gulf Coast DPC strives to ensure appointment availability whenever possible on the same or next business day for urgent issues. While we will do our best, we cannot guarantee same day/ next day visits for chronic, non-urgent conditions.
5. Telephone / video appointments. Patient will have the option of a telephonic / video consultation when appropriate with the Physician, to be scheduled at the convenience of both parties.
6. Specialists. Gulf Coast Direct Primary Care Physician shall coordinate with medical specialists to whom the Patient is referred to assist Patient in obtaining specialty care. Patient understands that fees paid under this Agreement do not include and do not cover specialists' fees or fees due to any medical professional other than the Gulf Coast Direct Primary Care Physician. While your primary care physician will do everything possible to manage conditions within their scope of practice, please be aware there are circumstances in which a specialist is necessary for medically appropriate care.
7. Hospitalization coordination. Physicians do not provide inpatient care. However, if a Patient needs to be admitted to the hospital, Gulf Coast Direct Primary Care Physician will share medical records, coordinate with hospital team whenever possible, and provide timely out-patient follow-up care.

### **Membership Fees**

**Registration Fee.** There is a one-time enrollment/ registration fee of \$250 for an individual or family unit enrolling at the same time.

**Re-enrollment Fee.** Patients who cancel membership may request re-enrollment at the discretion of the physician, subject to a re-enrollment fee of \$250 (plus payment of owed charges)

**Membership fee.** Membership fee is due monthly and is guaranteed for one year from the date of this Agreement. Fee shall be paid by pre-authorized credit card or automatic bank withdrawal. Fees are set by patient age (\$99 per month for patients 12-64, and \$129 per month for adults over 65). Discounts may be offered at the discretion of the treating physician.

**Business membership.** Businesses/ corporations may (at least 5 employees – must be a legitimate business): \$75/ month (flat) – one-time registration fee of \$250

**Seasonal Memberships.** We no longer offer seasonal memberships for our part-time residents. However, part-time residents with at least six months of membership per year may cancel membership when leaving the area and re-enroll upon their return, subject to availability and a \$250 re-enrollment fee.

**One Time Visits.** Because health care is a partnership with your physician and is best served by developing an ongoing relationship, we do not offer one-time visits outside of Immigration physicals (\$325 plus vaccination fee/ titer fee) and immigration medical waiver evaluation.

**Immigration medical waiver evaluation.** When an attorney requests an independent evaluation of a patient to determine medical conditions, the patient will have one initial visit for evaluation and one follow-up visit to discuss findings. The charge will be \$300 plus the amount of any necessary labs. These charges will include a letter to the attorney with medical findings.

### **Additional Fee Services**

**Psychotherapy.** Psychology services are not currently available.

**Massage Therapy.** A licensed massage therapist is available to our members only at the reduced price of \$50 for a 50-minute session or \$80 for 80-minute session. Appointment schedule at the discretion of the therapist. (480.043(14), Florida Statutes provides exemption from the requirement of massage establishment licensing when working in a physician's (MD, DO, or DC) place of practice if the massage therapist is practicing on the physician's patients: *Except for the requirements of subsection (13), this section does not apply to a physician licensed under chapter 457, chapter 458, chapter 459, or chapter 460 who employs a licensed massage therapist to perform massage on the physician's patients at the physician's place of practice. This subsection does not restrict investigations by the department for violations of chapter 456 or this chapter.*)

**Laboratory Services.** Discounted lab services are available as medically appropriate Patient will receive a price for laboratory services prior to blood draw. Lab tests may range from \$5-50 depending on the tests ordered, with the approximate cost of "comprehensive" labs at around \$60. There is a \$10 charge for phlebotomy at our office.

**Cytology and tests requiring pathology services** (such as pap tests) will be charged separately, with prices provided in advance to the patient. Pap testing will cost approximately \$40 for women under 30, and \$70 for women over 30, based on the type of testing performed for those age categories. Additional fees may be required if more complex tests need to be run for abnormal results.

**Wholesale Medications.** Prescription and over-the-counter generic medications may be available through our wholesale medication partner at a significant savings.

**Samples and Patient Assistance Programs.** Occasionally we receive samples of medications from drug companies, and if these medications are medically appropriate, we will supply them to our patients at no cost. For patients requiring brand name drugs that are medically necessary for their condition

without adequate insurance coverage, we will investigate whether Patient qualifies for patient assistance programs from the drug manufacturer and help with the application process. Patients must supply appropriate financial information as requested by the company and we do not guarantee that application will be approved. Dr. Bernard/ Fontana do not receive financial or any other incentives from any drug or vaccine manufacturer.

**Vaccinations.** We currently offer vaccines for influenza, Hepatitis B, MMR, Polio, and Tdap at wholesale cost +a nominal administration fee. We will arrange a referral to the nearest health department for other vaccines for children. Seasonal flu vaccines will be available at the lowest possible cost, currently \$25. Tdap is available at \$50, Hep B \$60, MMR \$100, Polio \$60. Additional vaccines may be ordered if feasible. If we are not able to provide your necessary vaccine, we will refer you to a pharmacy or nearest health department.

**Injections.** Vitamin B12 injections may be available if medically appropriate. We will not charge for injections unless the cost to us increases, at which time we will advise Patient of the cost before administering the injection.

**Additional services** such as medical equipment and supplies (such as nebulizer machines and tubing, glucometers and glucose testing equipment) may be available for an additional fee.