



## **PATIENT AGREEMENT**

### **Gulf Coast Direct Primary Care**

This is an Agreement between GULF COAST DIRECT PRIMARY CARE, a Florida professional corporation, located at 17595 S Tamiami Trail #204 Fort Myers, FL 33908, Rebekah Bernard, MD, (**Physician**) or Tameca Bakker, MD, MBA (**Physician**) in her capacity as an agent of Gulf Coast Direct Primary Care, and you, (Patient).

#### **Background**

The Physicians, who specialize in Family Medicine and Internal Medicine respectively, deliver care on behalf of Gulf Coast Direct Primary Care, at the address set forth above. In exchange for certain fees paid by You, Gulf Coast Direct Primary Care, through its Physicians, agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

**1. Definitions: Patient.** A patient is defined as those persons for whom the Physician shall provide Services, and who are signatories to, or listed on the documents attached as Appendix 1, and incorporated by reference, to this agreement. **Services.** As used in this Agreement, the term Services, shall mean a package of services, both medical and non-Medical, and certain amenities (collectively "Services"), which are offered by Gulf Coast Direct Primary Care, and set forth in Appendix 1.

**2. Terms.** This agreement shall commence on the date signed by the parties below and shall continue for a period of one month, automatically renewed.

**3. Fees.** In exchange for the services described herein, Patient agrees to pay Gulf Coast Direct Primary Care, the amount as set forth in Appendix 1, attached. This fee is payable upon execution of this agreement, and is in payment for the services provided to Patient during the term of this Agreement. If Patient pays for a term of service longer than one month and the Agreement is cancelled by either party, then Gulf Coast Direct Primary Care shall refund the Patient's pro-rated share of the original payment, remaining after deducting individual charges for services rendered to Patient up to cancellation.

**Failure to pay membership fees will result in cancellation of membership after which point the Physician will no longer be responsible for the Patient's health care needs.** Failure to pay membership fees, laboratory fees, medications, etc may result in Patient being referred to a collection agency.

**4. Non-Participation in Insurance.** Patient acknowledges that neither Gulf Coast Direct Primary Care, nor the Physician participate in any health insurance or HMO plans. Neither the Physician nor company make any representations whatsoever that any fees paid under this Agreement are covered by your health insurance or other third-party payment plans applicable to the Patient. The Patient shall retain full and complete responsibility for any such determination. **4a. Non-Participation in Medicare.** Neither Dr. Bernard nor Dr. Bakker participates in Medicare at Gulf Coast Direct Primary Care. Dr. Bernard may see Medicare patients at the practice if they elect to pay for their membership outside of Medicare reimbursement, based on the Medicare "opt-out" provision that Dr. Bernard has provided "opt-out" affidavit to Medicare, effective October 1, 2016. In this case, neither the Physician nor the Patient may bill Medicare for services provided by the Physician /Gulf Coast Direct Primary Care. Patients on Medicare may continue to use Medicare for any services outside of those provided directly by Dr. Bernard and Gulf Coast Direct Primary Care, such as prescription medications, laboratory tests, diagnostic imaging, durable medical equipment, specialist physicians, etc, as allowed by Medicare. Because Dr. Bakker has not yet submitted an opt-out affidavit to Medicare, she is not able to see patients who are Medicare-eligible at Gulf Coast Direct Primary Care at all at this time.

**5. Insurance or Other Medical Coverage.** Patient acknowledges and understands that this Agreement is **not an insurance plan, and not a substitute for health insurance or other health plan coverage.** It will not cover hospital services, or any services not personally provided by Gulf Coast Direct Primary Care or its Physicians. Patient acknowledges that Gulf Coast Direct Primary Care has advised that patient obtain or keep in full force such

health insurance policy(ies) or plans that will cover Patient for general healthcare costs such as hospitalization, specialty care, surgeries, or other unexpected medical expenses that fall outside of the traditional primary care realm.

**6. Term; Termination.** This Agreement will commence on the date of registration and will extend monthly thereafter. Notwithstanding the above, both Patient and Gulf Coast Direct Primary Care 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. 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 at the end of the contract month.

**6a. Membership "holds."** Outside of seasonal memberships, there is no provision for membership "holds." Membership that is not paid on time will be subject to cancellation, and Physician will no longer be responsible for the Patient's health care needs.

**6b. Cancellations.** Readmission to the practice after member cancellation will be subject to the discretion of the physician and is not guaranteed. A re-enrollment fee of \$250 may be required at the time of reinstatement, as well as payment of any overdue balances that were unpaid at the time of cancellation.

**7. Communications.** You acknowledge that communications with the Physician using e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. As such, You expressly waive the Physician's obligation to guarantee confidentiality with respect to correspondence using such means of communication. You acknowledge that all such communications may become a part of your medical records. By providing Patient's e-mail address upon registration, Patient authorizes Gulf Coast Direct Primary Care its Physicians to communicate with Patient by e-mail regarding Patient's "protected health information" (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations).

By registering Patient's e-mail address, Patient acknowledges that:

- (a) E-mail is 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 and the Physician will make all reasonable efforts to keep e-mail communications confidential and secure, neither Gulf Coast Direct Primary Care, nor the Physician can assure or guarantee the absolute confidentiality of e-mail communications; (c) In the discretion of the Physician, e-mail communications may be made a part of Patient's permanent medical record; and, (d) Patient understands and agrees that E-mail is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information.

**In the event of an emergency, or a situation in which the member could reasonably expect to develop into an emergency, Patient shall call 911 or the nearest Emergency room, and follow the directions of emergency personnel.** If Patient does not receive a response to an e-mail message within one day, Patient agrees to use another means of communication to contact the Physician. Neither Gulf Coast Direct Primary Care, nor the Physician will 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, (i) technical failures attributable to any internet service provider, (ii) power outages, failure of any electronic messaging software, or failure to properly address e-mail messages, (iii) failure of the Practice's computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of e-mail communications by a third party; or (v) your failure to comply with the guidelines regarding use of e-mail communications set forth in this paragraph.

When contacting the office, Patient acknowledges that office manager/ receptionist are not medically qualified or legally permitted to give medical advice. The role of office staff is to convey information to/from Patient and Physician. Only Physicians are licensed to give medical advice at Gulf Coast DPC.

**8. Change of Law.** If there is a change of any law, regulation or rule, federal, state or local, which affects the Agreement including these Terms & Conditions, which are incorporated by reference in the Agreement, or the activities of either party under the Agreement, or any change in the judicial or administrative interpretation of any

such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights, obligations or operations associated with the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Agreement including these Terms & Conditions. If the parties are unable to reach an agreement concerning the modification of the Agreement within forty-five days after of date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party. In the event of any legislative or regulatory change or determination, whether federal or state, which has or would have an adverse impact on either Gulf Coast Direct Primary Care in connection with the performance of this Agreement, or in the event that performance by either party of any term, covenant, condition or provision of this Agreement should for any reason be in violation of any statute, regulation or otherwise be deemed illegal, Gulf Coast Direct Primary Care shall have the right to unilaterally amend this Agreement to bring the Agreement into compliance or immediately terminate this Agreement at its discretion.

**9. 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.

**10. Reimbursement for services rendered.** If this Agreement is held to be invalid for any reason, and if Gulf Coast Direct Primary Care is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay Gulf Coast Direct Primary Care an amount equal to the reasonable value of the Services actually rendered to Patient during the period of time for which the refunded fees were paid.

**11. Amendment.** No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, the Physician may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation ("Applicable Law") by sending You 30 days advance written notice of any such change. Any such changes are incorporated by reference into this Agreement without the need for signature by the parties and are effective as of the date established by Gulf Coast Direct Primary Care, except that Patient shall initial any such change at Gulf Coast Direct Primary Care request. Moreover, if Applicable Law requires this Agreement to contain provisions that are not expressly set forth in this Agreement, then, to the extent necessary, such provisions shall be incorporated by reference into this Agreement and shall be deemed a part of this Agreement as though they had been expressly set forth in this Agreement.

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

**13. Relationship of Parties.** Patient and the Physician intend and agree that the Physician, in performing his duties under this Agreement, is an independent contractor, as defined by the guidelines promulgated by the United States Internal Revenue Service and/or the United States Department of Labor, and the Physician shall have exclusive control of his work and the manner in which it is performed.

**14. Legal Significance.** Patient acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Patient also acknowledges having had a reasonable time to seek legal advice regarding the Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of the Agreement.

**15. Miscellaneous;** This Agreement shall be construed without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. Captions in this Agreement are used for convenience only and shall not limit, broaden, or qualify the text.

**16. Entire Agreement:** This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter of this Agreement.

**17. 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 Gulf Coast Direct Primary Care's address in Fort Myers, Florida.

**18. SERVICE.** All written notices are deemed served if sent to the address of the party written above or appearing in Exhibit A by first class U.S. mail.

The parties have received duplicate counterparts of this Agreement on the date of registration.

## **Appendix 1 Services and Payment Terms**

### **Medical Services**

As used in this Agreement, the term Medical Services shall mean those medical services that the Physician herself is permitted to perform under the laws of the State of Florida and that are consistent with her training and experience as a Family Medicine physician, as the case may be.

The following services shall be provided as medically indicated:

Routine medical visits for chronic issues and acute illnesses  
Wellness Visit including Health Risk Assessment  
Vision and Hearing Screening  
EKG  
Body Fat Analysis  
Psychosocial Screening  
Phlebotomy  
Rapid strep, urinalysis, urine pregnancy test at no extra charge  
Rapid flu tests (additional charge of \$25)  
Medication injections: Solumedrol (steroid), Toradol (ketorolac), Phenergan (promethazine) 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  
Access to wholesale generic medication discount pricing

The Physician may from time to time, due to vacations, sick days, and other similar situations, may not be available to provide the services referred to above in this paragraph. During such times, Patient's calls to the Physician or the Physician's Office will be directed to a physician who is "covering" for the Physician during her absence. Gulf Coast Direct Primary Care will make every effort to arrange for coverage but cannot guarantee such coverage.

### **Non-Medical, Personalized Service**

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

1. Physician access via cell-phone, instant message chat, and video chat by arrangement. Patient will receive a special cell phone number to reach Physician or her representative for urgent issues.
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 by telephone, 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. When patient contacts the office to schedule an appointment for an acute issue, every reasonable effort shall be made to schedule an appointment with the Physician on the same or next business day.

5. Telephone appointments. Patient will have the option of a telephonic consultation when appropriate with the Physician, to be scheduled at the convenience of both parties.
6. Home or Office visits. Patient may request that a Physician see Patient in the Patient's home or office, and in situations where the Physician considers such a visit reasonable necessary and appropriate, she will make every reasonable effort to comply with Patient's request.
7. Visitors. Family members temporarily visiting a Patient from out of town may, for a two-week period take advantage of the services described above. Medical services rendered to Patient's visitors shall be charged on a fee-for-service basis.
8. 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.
9. Hospitalization coordination. In the event that a Patient needs to be admitted to the hospital, Gulf Coast Direct Primary Care Physician will help coordinate the admission with the hospitalist at the appropriate facility.

### **Membership Fees**

**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. There is a one-time enrollment/ registration fee of \$250 is waived for payment of one-year in advance and may be waived at the discretion of the Physician.

Fees are set by patient age (\$39 per month for children, \$69 per month for adults under fifty, \$84 for adults 50-64, and \$109 per month for adults over 65), with discounts for corporations, and in other situations as determined by the Physician. 10% discount is offered for payment of one-year in full or payment by ACH bank withdrawals rather than credit card.

**Seasonal Memberships.** Seasonal memberships will be made available to Patients who reside in Florida for part of the year and have a primary care physician at their other residence, at the discretion of the Physician. Seasonal memberships require a minimum of six months membership payments, and the rate is \$150/month.

**One Time Visits.** Because health care is a partnership with your physician and is best served by developing an ongoing relationship, we encourage membership and strongly discourage one-time visits. We will provide one-time visits very rarely for certain situations: Immigration physicals (Bernard only), price is \$300 plus vaccination cost if needed; employment/ school/ work physicals \$250, annual exam (\$250 + cost of pap/ labs/ vaccines if needed). We do not provide urgent care or chronic illness/ disease non-member visits aside from family members of our members as described above, or at the discretion of the Physician.

### **Additional Fee Services**

**Psychotherapy.** Patient may participate in psychotherapy visits with a licensed psychologist with the frequency of visits to be determined between Patient and Psychologist. Psychotherapy services are charged at the rate of \$75 per session for members and may be available for non-members at \$135 subject to schedule availability. Missed appointments with the psychologist will be charged the price of the visit unless canceled at least 24 hours in advance.

**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 charge of \$5 per blood draw 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 \$30 for women under 30, and \$68 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 medications may be available through our wholesale medication partner at a significant savings.

**Vaccinations.** At this time, we are unable to offer pediatric vaccines. We will arrange referral to the nearest health department for vaccines for children. Seasonal flu vaccines will be available at the lowest possible cost, currently \$25. Tdap is available at \$50. Additional vaccines may be ordered if feasible. If we are not able to provide your necessary vaccine, we will refer you to the 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 dietary supplements, medical equipment and supplies may be available for an additional fee.

*Rebekah Bernard, MD*

Rebekah Bernard, MD

CEO of Gulf Coast Direct Primary Care