



## SharmaCare Direct Primary Care (DPC) Patient Agreement

I acknowledge and understand that by signing this agreement, I will be a SharmaCare DPC patient and consent to treatment, as offered by SharmaCare Direct Primary Care, LLC, and that this agreement is nontransferable. The effective date of this agreement is the date of enrollment, whether online or in clinic. I have reviewed the SharmaCare DPC List of Services and I have had the opportunity to ask questions and receive satisfactory answers regarding its content. I understand and accept that this agreement does not in any manner guarantee the provision of any specific service. SharmaCare DPC and its personnel are solely authorized to determine medical necessity for any given service under this agreement.

**FEE SCHEDULE** – I acknowledge and understand the following SharmaCare DPC services fee schedule:

**\$50** one-time non-refundable **enrollment fee** (**\$75** for couples; **\$100** for families)\*

**\$60/month** recurring **monthly fee** (ages 18-64)

**\$660 12 month agreement** (paid upfront)

**\$330 6 month agreement** (paid upfront)

*\*For purposes of this agreement, family is defined as one or more dependent children 15-18 years of age, living at the same address of one or two parents. Those age 19 and older will be considered individual members and billed at the individual rate. Children without a paying/enrolled parent will be charged \$50/month.*

**CHARGE RESPONSIBILITY** – I acknowledge and understand that I am responsible for any charges incurred for health care services performed outside the physical location of SharmaCare DPC, including, but not limited to: emergency room visits, urgent care visits, hospital and specialist care, and imaging and laboratory tests performed by third parties not affiliated with SharmaCare DPC, and medications dispensed by a third party pharmacy. Additionally, I acknowledge and understand that I am responsible for any charges incurred for health care services provided by SharmaCare DPC but not specifically described in the SharmaCare DPC Services Guide.

**BILLING** – After paying my non-refundable enrollment fee, I acknowledge and agree to have my monthly fee automatically deducted from the account I have designated, on the date that I specified at enrollment (the first or the fifteenth of each month). This payment will cover the following month's services fee. Any additional labs and any medications dispensed will be charged at the time of service and payment in full is expected at that time. **I understand that that if there is a failed payment, I will be charged a \$10 fee. If there is a second failed payment, I understand I will be charged a \$30 LATE FEE and that this agreement may be terminated.**

**SharmaCare DPC is NOT INSURANCE** – I acknowledge and understand that this agreement does not provide comprehensive health insurance coverage, nor is it a contract of insurance, and that it provides only the health care services specifically described in the SharmaCare DPC List of Services. SharmaCare DPC will not bill insurance carriers on my behalf for any services specifically described in the SharmaCare DPC List of Services. It is **highly recommended** to maintain health insurance for

unpredictable and catastrophic expenses, or to participate in a share of cost healthcare plan for medically necessary services other than those offered by SharmaCare DPC.

**MEDICARE & MEDICAID** – I also acknowledge that SharmaCare DPC does not bill or participate in Medicaid or Medicare. I agree not to bill Medicare or Medicaid or attempt Medicare or Medicaid reimbursement for any services provided with SharmaCare DPC.

**HSA, HRA, FSA ACCOUNTS, AFFORDABLE CARE ACT AND DIRECT PRIMARY CARE** – At this time, the Internal Revenue Service does not consider primary care monthly services fees eligible for payment with HSA, HRA, or FSA accounts because Direct Primary Care was not common when these accounts were initially authorized. As these laws may change, please always consult with your tax accountant to determine the best way to use funds from these accounts. I also understand that Direct Primary Care does not meet the individual insurance requirement of the Affordable Care Act.

**OUT OF OFFICE POLICY** – On occasion, the SharmaCare DPC Nurse Practitioner will be out of the office for sick days, vacation, etc. Patients will be notified at least 48 hours before these dates, if at all possible, to allow ample time for refills and routine matters to be addressed. Whenever possible, the Nurse Practitioner will be available via cell phone, though response times may be delayed. During such times, I understand that calls to the Nurse Practitioner may be directed to a qualified, licensed medical provider who is “covering” for the Nurse Practitioner during her absence. SharmaCare DPC will make every effort to arrange for coverage, but cannot guarantee such coverage.

**SAME DAY / NEXT DAY APPOINTMENTS** – I understand and acknowledge that when I call or e-mail the Nurse Practitioner prior to noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule a same day appointment. I understand that if I call or e-mail the Nurse Practitioner **after noon** on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule the appointment on the next normal office day. However, I understand that SharmaCare DPC will make every reasonable effort to schedule an appointment on the same day that the request is made.

**COMMUNICATION –**

(A) The Nurse Practitioner will make every effort to respond to phone calls, texts, and emails received between 8:00 AM and 8:00 PM seven days a week on the day received. Communications received after 8:00 PM will be responded to the following day.

(B) I agree to contact SharmaCare DPC via another means of communications if I have not received a response to an email within 48 hours.

(C) I agree to notify SharmaCare DPC of changes to my contact information, credit/debit card number used for billing, and physical address within 10 days of such change.

**EMERGENCY SITUATIONS** – I understand that SharmaCare DPC does not provide emergency medical services. I agree that in the event of an emergency or any situation that I could reasonably expect may develop into any emergency, I will call 911 or seek care in an emergency room or urgent care center.

**PRIVACY OF COMMUNICATIONS** – I acknowledge that SharmaCare DPC will comply with HIPPA (Health Insurance Portability and Accountability Act of 1996) privacy requirements.

(A) I also understand that communications with the SharmaCare DPC provider using e-mail,

facsimile, video chat, cell phone, texting, and other forms of electronic communication are never absolutely guaranteed to be secure or confidential methods of communication.

(B) I further acknowledge that by providing my email address and/or cellphone number upon registration, I authorize SharmaCare DPC to communicate with me by this email address and/or cellphone number regarding by “protected health information” (PHI), **knowing that electronic communications are not necessarily a secure medium for sending or receiving PHI and there is always the possibility that a third party may gain access.**

**MODIFICATION OF SHARMACARE DPC SERVICES/FEES** – I acknowledge and understand that SharmaCare DPC may add or discontinue services, or may increase my fee schedule at any time (but no more than once per year) and that I will be given written notice at least sixty (60) days in advance of such fee schedule changes.

**LEAVING THE PRACTICE** – I acknowledge and understand that both SharmaCare DPC and I have the absolute and unconditional right to terminate this agreement, without the showing of any cause for termination by giving 30 days advance written notice. I understand that my financial obligation will terminate at the end of the current payment month. Any payments outstanding through the date of termination of the agreement are the responsibility of the patient. SharmaCare DPC will not terminate this agreement solely based on health status.

**REJOINING** – I acknowledge and understand that if I terminate my SharmaCare DPC agreement after receiving initial services, I may be allowed to re-establish my enrolled patient status only after payment of the **rejoining fee of \$200**. I acknowledge and understand that SharmaCare DPC is not obligated to allow me to re-enroll if either party previously terminated terminated this agreement.

**ADDRESSING CONCERNS** – I agree to bring any complaints about services I receive as a SharmaCare DPC patient to the attention of the Nurse Practitioner to be addressed as quickly and completely as possible.

**SERVICE** – I understand that all written notices are deemed served if sent by U.S. Mail to the address I designated in patient registration.

**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.

**JURISDICTION** – This agreement shall be governed and construed under the laws of the State of Florida and all disputes arising out of the agreement shall be settled in the court of proper venue and jurisdiction in Lake City, Florida.

**MISCELLANEOUS** – I understand and acknowledge that SharmaCare DPC **reserves the right to accept or decline patients based upon the SharmaCare DPC provider’s capability to appropriately handle a patient’s primary care needs.** SharmaCare DPC may decline new patients if the provider’s panel of patients is full, or if the patient requires medical care not within the SharmaCare DPC provider’s scope of practice/services.

This agreement is not health insurance and the primary care provider will not file claims against the patient's health insurance policy or plan for reimbursement for any primary 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 40 F.S.

**By enrolling online I agree to the terms of this agreement.** On the other hand, if I enroll on paper in the clinic, I understand that by physically signing this agreement, I am agreeing to the terms of the agreement. The agreement will commence on the date of my enrollment and will extended monthly thereafter.

**I ACKNOWLEDGE THAT BY ENROLLING IN SHARMACARE DPC I AM AGREEING TO AND UNDERSTAND THE TERMS OF THE ABOVE PATIENT AGREEMENT.**