

Patient Agreement: Orchid and Sunflower Plans

LITTLE FLOWER PEDIATRICS, LLC

This Agreement entered on The date this document was e-signed, between **Little Flower Pediatrics, LLC**, a Florida professional corporation (**PRACTICE**), and the Principal and Member(s) set forth below.

Background

The PRACTICE is a Direct Pay Primary Care practice (DPC), which delivers primary care services through its licensed professionals. In exchange for certain fees paid by the Principal, the PRACTICE, agrees to provide the Member(s) with the Services described in this Agreement on the terms and conditions contained in this Agreement.

A. Definitions

1. **Member.** Member means the person(s) for whom the PRACTICE shall provide Services, and who are signatories to, or listed below, as Members.
2. **Principal.** Principal means the person who is financially responsible for enrollment, membership and visit fees. The Principal may or may not also be a Member.
3. **Membership.** Membership in the PRACTICE is defined as eligibility for Services, as defined below.
4. **Provider.** A Provider is a medical doctor, an osteopathic doctor, a Nurse Practitioner, or a Physician's Assistant.
5. **Services.** Services means a package of both medical and non-medical services as defined in **Appendix 1** which are included in the price of the Membership.
6. **Amenities.** Amenities means services provided for a fee separate from the enrollment and monthly membership fee, billable directly to the Principal. A list of Amenities is provided in **Appendix 2**.
7. **Initial Enrollment Fee.** A non-refundable one-time fee paid by the Principal on the day of enrollment.
8. **Monthly Membership Fee.** A recurring monthly fee paid for Services provided by the PRACTICE.

B. Service Provision. In exchange for an initial enrollment and monthly membership fee paid by the Principal, the PRACTICE shall provide the Services.

C. Services Excluded. Membership in the PRACTICE does not include immunizations, laboratory tests, medical devices, emergency room medical services, specialist care, hospital care, radiology, or other specialty health care needs. If the Provider feels a healthcare need is outside of the scope of his/her training, referral to a specialist will be warranted. Membership in the PRACTICE does not preclude medically necessary specialist evaluation or referral as deemed

appropriate by the Provider. Although the PRACTICE may help procure specialist cash pricing for the Member, the PRACTICE does not guarantee discounted specialist pricing. If the PRACTICE does not have information providing specialist cash pricing on hand, it will be the Member's responsibility to obtain such pricing at the specialist's office to whom the Provider refers the Member.

D. Non-Participation with Insurance. Members acknowledge that neither the PRACTICE nor the Providers participate in any health insurance or HMO plans or panels. The PRACTICE makes no representations whatsoever that any fees paid under this Agreement are covered by health insurance or other third-party payment plans applicable to the Member. The Member shall retain full and complete responsibility for any such determination.

Any submissions for insurance reimbursement are between the Principal and/or Member and their insurance company, according to the terms of their individual insurance contracts. The PRACTICE's role is limited to providing Members with receipts for office visits with relevant billing codes. There is no guarantee of reimbursement by the Member's insurance company.

If a Member is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then Member will sign a separate Medicare Opt-Out Agreement on an annual basis acknowledging that the Services are not reimbursed by Medicare. Members agree not to bill Medicare or attempt Medicare reimbursement for any Services.

E. Insurance or Other Medical Coverage. Members acknowledge and understand that this Agreement is not an insurance plan, and is not a substitute for health insurance or other health plan coverage (such as participation in an HMO). Membership will not cover hospital services, or any services not personally provided by the Providers. Member acknowledges that the PRACTICE has advised that Member obtain or keep in full force health insurance policy(ies) or plans that will cover Member for general healthcare costs.

F. Payments. The required method of payment is recurring monthly bank account withdrawal or credit card/debit card charge. Fees will be charged according to the billing policies and procedures set forth in **Appendix 2**.

Health Savings Accounts ("HSA")/Flexible Spending Accounts ("FSA") may be used for payments/fees following the rules of each plan but the PRACTICE in no way guarantees reimbursement for Services. Monthly Membership Fees are not specifically approved for reimbursement by an HSA or FSA per Federal Law and the PRACTICE recommends that the Member discuss tax guidelines/law with their accountant or attorney.

G. Term. This Agreement will commence on the date of execution of this Agreement, payment of the Initial Enrollment Fee and first Month's Membership Fee. It shall continue for a minimum initial period of 3 months, then automatically renew monthly.

H. Termination. Principal/Member and the PRACTICE shall have the absolute and unconditional right to terminate this Agreement, without showing 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 3-month term (and each succeeding monthly term), the Agreement will automatically renew for successive monthly terms. Urgent care access and chronic medication refills will continue for 30 days from notice of termination. The PRACTICE does not refund Monthly Membership or Initial Enrollment Fees or any other fees. Member may continue to access Services until the last day of the 30-day termination period. For example, if a Member gives notice of termination or is terminated by the PRACTICE on July 15th, their last payment will be billed on

August 1st. Urgent access and chronic medication refills will continue for 30 days from notice of termination, until August 14th. Membership fees are not pro-rated in the final month of membership.

I. Cancelled appointments. Principal may be charged as set forth in **Appendix 2** if a Member cancels his/her appointment within 24 hours of the scheduled appointment. The PRACTICE understands there are special situations where cancellation within 24 hours is unavoidable and will always take this into consideration. The Member acknowledges it is their responsibility to reschedule cancelled appointments.

J. Missed Appointments. The PRACTICE reserves the right to terminate the membership of a Member for habitual no-shows. Member acknowledges it is their responsibility to reschedule a no-show appointment. Missed appointments inhibit the ability of the Practice to provide other Members efficient access for acute and chronic issues.

K. Communications. The Member acknowledges that, although the PRACTICE shall comply with all legal privacy requirements, communications with the PRACTICE using email, facsimile, video chat, cell phone, texting, and other forms of electronic communication can never be certain to be secure or confidential methods of communications. As an accommodation to Members, the PRACTICE does not require Members to utilize encryption software, so the PRACTICE cannot be responsible for the security and privacy of these messages. Member acknowledges that all such communications may become a part of the medical record. By providing an e-mail address upon registration in the electronic health record, the Member authorizes the PRACTICE and its Providers to communicate with him/her by e-mail. The Member further acknowledges that:

1. E-mail is not an appropriate means of communication in an emergency, for time-sensitive problems, or for disclosing sensitive information. In an emergency, or a situation that Member could reasonably expect to develop into an emergency, Member understands and agrees to call 911, and follow the directions of emergency personnel.
2. If Member does not receive a response to an e-mail/text message within 24 hours, Member agrees that Member will contact the PRACTICE by telephone or other means. If it is an urgent issue and email/text message had not been answered within one hour, Member agrees to call the PRACTICE using the phone number provided upon enrollment.
3. The PRACTICE will not be liable for any loss, injury, or expense arising from a delay in responding to Member, when that delay is caused by technical failure. Examples of technical failures include, but are not limited to: (i) failures caused by an internet service provider, (ii) power outages, (iii) failure of electronic messaging software or email providers (iv) failure of the PRACTICE's computers or computer network, or faulty telephone or cable data transmission, or (iv) any interception of e-mail communications by a third party.

L. Severability. If any part of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that part will be amended to the extent necessary to be enforceable and the remainder of this Agreement will stay in force as originally written.

M. Reimbursement for Services Rendered. If this Agreement is held to be invalid in whole or in part for any reason, and the PRACTICE is required to refund fees paid by Principal, such refund shall be offset by an amount equal to the fair market value of the medical services Member received during the period for which the refunded fees were paid.

N. 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 PRACTICE may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation (Applicable Law) by sending Principal and Members 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 the PRACTICE.

- O. Assignment.** This Agreement, and any rights Member may have under it, may not be assigned or transferred by Member.
- P. Legal Significance.** Member and Principal acknowledge that this Agreement is a legal document and gives the parties certain rights and responsibilities. Member and Principal also acknowledge that each has 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.
- Q. Miscellaneous.** This Agreement shall be construed without regard to any rules requiring that it be construed against the party who drafted the Agreement. The captions in this Agreement are only for the sake of convenience and have no legal meaning.
- R. Entire Agreement.** This Agreement contains the entire agreement between the parties and replaces any earlier understandings and agreements, either written or oral.
- S. No Waiver.** Each party agrees that they may choose to delay or not to 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.
- T. Jurisdiction.** This Agreement shall be governed and construed under the laws of the state of Florida. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the PRACTICE in Ave Maria, FL
- U. Service.** All written notices are deemed served if sent to the address of the party written below by first class U.S. mail.

Patient Agreement Appendix 1

Medical Services

Medical Services means those medical services, provided by the PRACTICE, that the Provider is licensed and permitted to perform under the laws of the State of Florida that are consistent with his/her training and experience. Membership in the PRACTICE includes the following Medical Services:

1. **Primary Health Care Services.** The PRACTICE shall provide office-based Medical Services to the Members listed above.
 - a. Well/preventative office visits, which are visits for the preservation of physical and mental wellness, discussion of preventative guidelines, nutrition and exercise following recommended guidelines by the American Academy of Pediatrics, and the US Preventative Services Task Force.
 - b. Evaluation of new problems, including but not limited to treatment of sore throats, coughs, colds, other minor illness and injury, certain minor surgical procedures, and any other services within the scope of pediatric medicine training.
 - c. Follow-up visits for the management of long-term medical conditions including, but not limited to, asthma, ADHD, anxiety/depression, and other chronic conditions/illnesses within the scope of pediatric medicine.
 - d. Care coordination to assist other health team members by organizing and forwarding pertinent information from primary exams for use by specialists including progress notes, laboratory results, and imaging reports.

2. **Urgent Medical Care.** A Member who has an acute illness or is otherwise in need of medical care for a condition which is not life-threatening who calls the PRACTICE's member direct line that will be provided upon enrollment. This number should not be shared with non-members. If a Member calls between Monday-Friday before 2:00 pm or on a weekend or holiday before 12:00 noon, the Member shall receive a return call before 5:00 pm that same day. Most of calls will be returned within 60 minutes, unless the Provider is with a patient. After a telephone consultation with the Member, the Provider will determine, within his/her sole discretion, whether the illness or medical condition requires same-day Provider care. If same-day Provider care is warranted, arrangements will be discussed with the Member to determine whether an office visit, phone visit, Urgent Care or Emergency Room visit is most appropriate. If same-day care is not warranted in the Provider's judgement, the Member shall be scheduled for an appointment on the next available day which is not a weekend day or holiday.

3. **Access.** Members will be provided continuous 24/7 access for acute medical issues.

4. **Specialist Care/Referrals.** If the Provider feels a healthcare need is outside of the scope of primary care, referral to a specialist will be warranted. Membership in the PRACTICE does not preclude medically necessary specialist evaluation or referral as deemed appropriate by the Provider. If the Member does not agree to follow through on a recommendation for specialist referral by the PRACTICE, the Member will be asked to sign an Against Medical Advice form and the PRACTICE reserves the right to terminate the Member's membership. Although the PRACTICE may help procure specialist cash pricing for the Member, it is not the responsibility of the PRACTICE to guarantee discounted specialist pricing. If the PRACTICE does not have information providing specialist cash pricing on hand, it will be the Member's responsibility to obtain such pricing at the specialist's office.

Non-Medical Services

The PRACTICE shall also provide Principal/Patient Members with the following Non-Medical Services:

1. **Continuous Access.** Member shall have access to the PRACTICE via direct telephone, email, text and video visits on a continuous basis. During routine visits Members will receive training on how best to communicate with the PRACTICE, such that:
 - a. **Non-urgent** needs may be communicated by Member during business hours or after hours but may not be addressed for 1-2 business days.
 - b. **Urgent needs** will be communicated by Member by directly calling the member private clinic number during office hours and after office hours whenever necessary; Member agrees NOT to email urgent issues during office hours as the PRACTICE is seeing Members for visits and giving full attention to Members in the office. In this situation, it is strongly recommended that the Member calls the member direct line (provided upon enrollment) or texts this number with the header "URGENT". If the Member is having a life-threatening emergency issue, Member agrees to call 911 or proceed directly to an emergency room. The PRACTICE will try to return all calls/messages within 60 minutes to the best of its ability. If Member does not receive a call, text, message back from the PRACTICE after 60 minutes, Member agrees to try and call the PRACTICE by phone again.
2. **Email Access.** The Member shall be able to communicate with the PRACTICE through a non-secure platform using office email addresses directly linked to the Member's electronic health record. These emails will be provided upon enrollment.
3. **Text Messaging.** Member shall be able to communicate with the PRACTICE using office text messaging that is directly linked to the Member's electronic health record. The number to be used for texting is the same as the member private phone number. This will be provided upon enrollment and should not be shared with non-members.
4. **Video Visits.** Video visits are accomplished through a non-secure platform using the electronic health record or Skype.
5. **Phone Calls/Visits.** Member will use the member private direct office number for phone calls. This number is provided upon enrollment.
6. **No Wait or Minimal Wait Appointments.** Every effort shall be made to assure that Member is seen by the Provider immediately upon arriving for a scheduled office visit or after only a minimal wait.
7. **Same Day/Next Day Appointments.** Routine visits can be scheduled by calling the office or emailing the staff. For acute issues requiring same/next day appointments, Members can call the office prior to 12 noon on a normal office day (Monday through Friday) to schedule an appointment. Every reasonable effort will be made to schedule it the same day. If Member calls after 12 noon for an acute/urgent issue, and if there is no availability that day, the visit will be scheduled the next business day.

Patient Agreement Appendix 2

Fees

Initial Enrollment Fee

Initial Enrollment Fee is a one-time fee of \$50.00 per Member or \$100 per family enrolled for Services at the PRACTICE. The Principal shall pay the Initial Enrollment Fee to activate membership on the first day of enrollment. This Fee shall be paid using a credit/debit card entered into the electronic health record at time of enrollment. This fee is non-refundable.

Monthly Membership Fee

1. Monthly Membership Fees shall be paid by the Principal using a credit/debit card entered into the electronic health record on the date of enrollment. Monthly Membership Fees shall be paid by Principal on the 1st day of every month. The Monthly Membership Fee is pro-rated for the 1st month of enrollment if the Principal completes enrollment after the 1st day of the month. This fee is not pro-rated in the month of termination. This fee is non-refundable.
2. Monthly Membership Fee is age based as follows: (if no adult members are enrolled)
 - a. Age 0-23 months \$__99__ /month
 - b. Age 2-5 years \$__79__ /month
 - c. Age 6-24 years \$__59__ /month
 - d. Family Maximum \$__260__ /month
3. Monthly Membership Fee for parents or adult children over the age of 24
 - a. Ages 25+ \$__75__ /month
 - b. New Family Maximum of \$360 (including adults and children enrolled living in same household)

Additional Fees for Amenities

Additional Fees shall be paid by the Principal using a credit/debit card or bank account information entered into the electronic health record. Additional fees include:

Discounted laboratory/pathology fees to be disclosed to patient prior to use of service

- a. Laboratory draw fee \$__10__
- b. Discounted medications through in-house dispensary to be disclosed to patient prior to use of service
- c. Discounted radiology/imaging fees to be disclosed to patient prior to use of service
- d. Some fees for discounted specialty services/fees to be disclosed prior to use of service

Administrative Fees

1. Payment past due 30 days. If a balance remains unpaid for longer than 30 days, there will be a \$__20__ surcharge added to the balance. This surcharge will recur each 30-day period the balance remains unpaid. Members may be terminated after 30 days of non-payment at the discretion of the PRACTICE.

2. Failed Charge Fee. There may be a \$__20__ failed charge fee assessed for every failed transaction.

Re-enrollment Fee

The Principal shall pay a Re-enrollment Fee of \$150 per person or \$300 per family if the Member terminates membership with THE PRACTICE and wishes to re-enroll. The PRACTICE has the right to reject the request for re-enrollment.

Termination

If this Agreement is cancelled by either party before the Agreement ends, the PRACTICE will review and settle your account as follows:

1. All unpaid balances will be paid by Principal using the credit/debit card on file on the day of notification of termination. If termination occurs before the end of the initial 6-month term and the Member has already been seen for an initial visit, the Principal may be billed for the balance of the initial six-month term (the "Termination Charge"). The Termination Charge represents liquidated damages for the work of the PRACTICE in the initial visit (and any subsequent visits), and the loss to the PRACTICE of the income from other patients that the PRACTICE could not treat because of the limited number of Members the PRACTICE can accommodate. During the ensuing 30-day period, there will be a final monthly payment required through a credit or debit card if that 30-day period includes the 1st of the following month.
2. If the Member terminates within the initial six-month term and the Member has not yet been seen by a Provider, the monthly billing cycle will be ended after the current billing cycle.
3. If the termination is initiated by the PRACTICE, no further charges will be assessed beyond the current billing cycle.
4. If Principal decides to re-enroll, the PRACTICE reserves the right to deny re-enrollment.