

**MEMBER AGREEMENT FORM**

 • I acknowledge and understand that I am voluntarily becoming a DocPlusMe PLLC member for primary care services on behalf of myself or individuals for whom I am a parent or legal guardian. I understand that this agreement is non-transferable.

• I have received and reviewed the information above which describes the types of services provided. I have had the opportunity to ask questions and receive answers about its content.

• I acknowledge and understand that the monthly membership fee is paid in consideration for the services outlined above. I understand that if my care requires services or supplies that are not included in my membership, the fees for these services or supplies will be discussed with me in advance and I will be responsible to pay these fees in full at the time of service.

• I acknowledge and understand that this agreement does not provide comprehensive health insurance coverage nor is it a contract of insurance. It only provides for primary care health care services as specifically described in the Services Offered section. I recognize that I am encouraged to obtain conventional private individual, catastrophic, or comprehensive health insurance.

• I acknowledge and understand that DocPlusMe PLLC will not bill an insurance carrier, Medicare or Medicaid for any services provided.

• I acknowledge and understand that if I am enrolled in Medicare, I will receive a copy of the “Medicare Opt-Out Agreement” for review and signature before my first appointment.

• I acknowledge and understand that to become a DocPlusMe PLLC member, I must submit my registration fee with my enrollment forms, which shall include my authorization for automatic monthly payment of my monthly membership fee.

• I acknowledge and understand that my monthly membership fee will be automatically transferred from my selected choice of payment each month on the last day of the month. In the event payment is not received, DocPlusMe PLLC will notify me through my given contact information and will charge a $25 late fee.

• I acknowledge and understand that I am free to cancel this Member Agreement at any time by providing 30 days written notice. Monthly fees will continue to accrue until the written cancellation is received.

• I acknowledge and understand that if I cancel this Member Agreement, I may not reenroll until 12 months after the date of my written cancellation and I must submit a registration fee of $250 along with the other requirements of enrollment. DocPlusMe PLLC makes no representations that I will be able to re-enroll at some future date as membership is limited.

**Fees & Payments**

***(Starting February’23)***

* $110 per person, per month
* $170 for a family of two per month
* Additional family members from the same household $45 per month
* $80 initial registration fee per person
* Convenience fee of $5 per transaction will be applied to all recurring payments processed with credit cards.

The 1st informative meeting will be at no charge.  This is a time for both physician and patient to decide if expectations can be met.  If those expectations can be met then the patient can enroll as a member of DocPlusMe.    The 1st membership fee will start on the LAST day of a full month.

DocPlusMe PLLC reserves the right to adjust the annually fee with advanced notice from DocPlusMe PLLC. Joining the DocPlusMe PLLC is personal to each patient and may not be reassigned.

 **Services Offered**

Office Visits include:

* A comprehensive approach reviewing all aspects of past medical, social and family histories.
* Comprehensive Family Medicine / Geriatric care appropriate for outpatient care
* All medications reviewed.  Refills as needed
* Labs and imaging ordered as needed
* Referrals to specialist if appropriate
* Telehealth – if out of town, etc. Home visit if needed
* In Office testing of glucose, urine for infection, rapid tests for Covid-19, strep, influenza
* EKG
* Joint Injections and aspirations within scope of Family Medicine
* Abscess incision drainage within scope of practice
* Laceration repair (sutures, glue, minor wound care etc)
* Pap smear  (additional charges for laboratory pathology)
* Ear cleaning - irrigation if needed
* Essential/basic primary care services
* Convenient appointment scheduling
* Home visits when deemed appropriate or necessary

**Services NOT part of the membership**

Direct Primary Care is **not an insurance plan**. DocPlusMe PLLC does not promise unlimited care in exchange for private Practice Fee as defined below. Private Practice presumes that Patient has health insurance that provides health care coverage for services not covered by the Private Practice Fee. Participating in DocPlusMe PLLC does not meet any individual health benefit plan mandate that may be required by the federal law and the patient is not entitled to health insurance protections for consumers under Title 10. (CO HB 17-1115.)

**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 USC Section 5000A. This agreement is not worker’s compensation insurance and does not replace an employer’s obligations under Chapter 440.**

A DPCA is an agreement for primary care services that is screening, assessment, diagnosis and treatment of a patient within the primary care provider’s practice act and specialized training the provider might have. Pursuant to Section 624.27, Florida Statutes, the DPCA must be in a writing signed by the provider or provider’s agent and the patient or patient’s legal representative or employer.

Our membership does not include prescription medications, hospitalization, imaging, and laboratory testing obtained at an outside facility, consultations with specialists or services sought at other urgent care or walk-in clinics. Hospitalizations or hospital care, Emergency room visits, prenatal or obstetrical care, pediatric care, surgery, cosmetic services, X-rays.

**Terms and Termination.**

The initial term of this Agreement will be for 12 months from the effective date of this Agreement. This Agreement will automatically renew for successive 12 months terms thereafter until terminated by either party. Either party may terminate this Agreement at any time before its initial term (or any renewal term) is completed, for any reason or for no reason at all, provided that at least 30 days’ advance written notice of termination is given to the non-terminating party by the terminating party. DocPlusMe PLLC 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. Each party is subject to an immediate termination immediate for breach or any violation of the physician-patient relationship.

Membership can also be cancelled at any time for approved reasons including moving out of the area, etc.   Re enrollment is not permitted under most circumstances until at least 12 months have elapsed since the time of membership termination.

Examples of reasons the DocPlusMe may wish to terminate the agreement with the Patient may include but are not limited to:

(a) The Patient fails to pay applicable fees owed per this Agreement;

(b) The Patient has performed an act that constitutes fraud;

(c) The Patient repeatedly fails to adhere to the recommended treatment plan, especially regarding the use of controlled substances;

(d) The Patient is abusive, or presents an emotional or physical danger to the staff or other patients of Practice;

(e) Practice discontinues operation; and

(f) Practice has a right to determine who to accept as a patient, just as a patient has the right

to choose his or her physician. Practice also may terminate a patient without cause as long as the termination is handled appropriately (without violating patient abandonment laws). If the termination is initiated by DocPlusMe, no further charges will be assessed beyond the current billing cycle.

(g) If Principal decides to re-enroll, the DocPlusMe reserves the right to deny re-enrollment.

**Exceptions**

Part-Time residents of FL State will not have a re-enrollment fee upon re-joining the practice, given the length of the contract is written out in advance.

**Fee Payment Options**

DocPlusMe requires that all participating patients keep a credit, debit card, or direct bank draft.

**Applicable Law; Construction.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. This Agreement will at all times and in all events be construed as a whole, according to its fair meaning, and not strictly for or against any party.

Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the parties and supersedes all proposals, commitments, writings, negotiations, and understandings, oral and written, and all other communications between the parties relating to the subject matter hereof. This Agreement may not be amended or otherwise modified except in writing duly executed by all of the parties.

**Privacy & Communications**

Patient shall 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. DocPlusMe PLLC will make an effort to secure all communications via passwords and other protective means and these will be discussed in an annually updated Health Insurance Portability and Accountability Act (HIPAA) “Risk Assessment.” DocPlusMe PLLC 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 the 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 the Practice to communicate with the Patient regarding PHI in the same format.

A. 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.

B. If Member does not receive a response to an e-mail/text message within 24 hours; Member agrees that Member will contact the DocPlusMe PLLC 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 DocPlusMe PLLC using the phone number within one hour, Member agrees to call the DocPlusMe PLLC using the phone number provided upon enrollment.

C. DocPlusMe PLLC 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 DocPlusMe PLLC computers or computer network, or faulty telephone or cable transmission, or (iv) any interception of e-mail communications by a third party.

**Rights and Responsibilities**

 • I agree to disclose all information relating to my health condition and to actively collaborate with my health care provider to understand my treatment options and develop the best course of action.

• I understand that my enrollment in DocPlusMe PLLC is a commitment to my ongoing health and wellness. I agree to commit to those plans for my medical care which have been agreed upon by me and my provider.

• I understand that I will be forthright with regard to my prescription medication and my use of them.

• I understand that it is my responsibility to inform DocPlusMe PLLC of any changes to my credit/debit card or bank account information.

• I understand that it is my responsibility to ensure that DocPlusMe PLLC has correct contact information (e.g. mailing address, phone) for my account.

• I agree to arrive on time for my appointment. If I do not arrive on time, my provider may not be able to spend as much time with me as I may need. In addition, I agree to call DocPlusMe PLLC at least 24 hours before an appointment if I need to cancel so that other patients can use my visit time.

• I understand that I have the right to receive accurate and easily understood information about DocPlusMe PLLC health care services, health care professionals, and health care facilities.

• I understand that I am responsible for all bills associated with services provided outside the direct agreement for primary care services, whether provided by DocPlusMe PLLC or another organization or individual.

• In the event I wish to cancel my membership, I understand that I must notify DocPlusMe PLLC in writing of my intent to cancel. Notice by email is sufficient. Any difference between the date of cancellation and the end of my monthly billing cycle will be refunded to me via the payment method I have chosen for my monthly fee. If my account is overdue, I am responsible for resolving the outstanding balance prior to my service cancellation.

• I understand that I may address any unresolved complaints to the attention of the Office of the Insurance Commissioner for the State of Florida by calling the Consumer Advocacy department at: 800.562.6900 or by e-mail at cad@oic.fl.gov.

By my signature below, I agree to become a DocPlusMe PLLC member and I agree to the terms outlined in this Member Agreement. **A separate registration must be completed for each patient in a family.** This Member Agreement will become effective when fully signed by the prospective Member and accepted by DocPlusMe DPC.

**THIS AGREEMENT** (the “Agreement”) is entered into effective as of

Effective Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By and between **DocPlusMe PLLC and patient as follows**:

Patient Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Address:

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Mailing Address (if different from above)

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Phone number(s): email:

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**Signatures:**

**DocPlusMe:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Patient:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Revision: One 1/8/2022

Revision: Two 1/25/2023