

Mission Concierge Care

CONCIERGE PRACTICE-PATIENT AGREEMENT

Welcome to Mission Concierge Care.

Dr. B. Grant Marshall is happy that you have elected to join Mission Concierge Care and looks forward to working closely with you to meet your health care needs.

Date: _____

Patient(s): _____

Street Address: _____ City, State, and Zip: _____

Phone Numbers: (home): _____ (mobile): _____

Mailing address (if different from above): _____

Email Address: _____

Responsible Party: _____

PLEASE CHECK HERE IF RESPONSIBLE PARTY INFORMATION IS SAME AS PATIENT (Responsible Party and Patient(s) are collectively referred to as "Patient" in this Agreement.)

Responsible Party: _____

Street Address: _____ City, State, and Zip: _____

Phone Numbers: (home): _____ (mobile): _____

Mailing address: _____ City, State, and Zip: _____

1. **Subscription Medical Practice Explained.** Mission Concierge Care ("Practice") is a voluntary subscription medical practice. A subscription medical practice is a type of medical practice that limits the number of patients the practice treats. This limitation of the number of patients allows Practice physicians to be more personally available and offer more services to patients. The Practice provides its patients with the full range of medical services provided in a traditional Family Medicine practice.

2. **Services and Benefits.** The Practice agrees to provide the services and benefits described in Schedule A of this Agreement ("Services") to the Patient in exchange for a fee paid by the Patient as described in Section 3. The Practice reserves the right to update this schedule of Services from time to time, and if it does, it will notify the Patient of any changes within thirty (30) days after a change is made.

The Patient acknowledges that all electronic communications offered as Services do not include those provided as Medicare benefits or the benefits of any other third party payor, including communications related to office visit scheduling or following-up on an office visit covered by Medicare or other third party payor; communications based on emergent medical needs; communications related to chronic care management services covered by Medicare or other third party payor; and/or post-hospitalization telephone follow-up communications. Any telemedicine services offered as Services are in addition to "telehealth" services or remote "non face-to-face" services covered by Medicare or other third party payor.

Patient initials: _____

The Patient acknowledges that in no event shall the Services be deemed to include "access" to the Practice, abbreviated scheduling times or extended office visits, "care coordination" with other physicians covered or bundled with covered services, emergency medical services, "24/7" communication access (other than those specified above in excess of mandated electronic records access), or the provision of chronic care

management services covered by Medicare or other third -party payor. These practice benefits may occur incidentally and solely due to the Practice's reduced patient panel size, electronic communication portal amenities, and medical office efficiencies.

Patient initials: _____

3. **Voluntary Subscription Fee ("Practice Fee").** The Patient agrees to pay the Practice a voluntary subscription fee each year for the Services provided pursuant to this Agreement. The Patient agrees to a minimum three (3) month financial commitment to the Practice, during which time the subscription cannot be cancelled. The Practice reserves the right to periodically adjust the Practice Fee, but the Practice Fee will not be adjusted more frequently than once per year based on the original date of this Agreement.

4. **Pricing.**The Practice Annual Fee is as follows:

Adult \$2388.00

Child until age 26 if living at home, or in college and at least one parent is a member \$1200.00

Price quotes are valid for 30 days from date of initial consultation.

Patient initials: _____

5. **Payment Options.** The Patient agrees to pay the Practice Fee each (1) year period, pursuant to this Agreement. The Patient authorizes the Practice to automatically charge the Patient's pre-arranged method of payment for all installment charges related to this Agreement. The Practice requires automatic, electronic recurring payments either via debit/credit card or bank ACH. The Practice Fee will be automatically processed on the same date monthly, quarterly, semi-annually or annually. The Patient must maintain a valid method of payment at all times.

The Patient elects to pay: (choose one)

Monthly

Quarterly

Semi-Annually

Annually

Patient initials: _____

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 this 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 440.

6. **Additional Patient Services.** If the Practice provides testing or services other than the Services listed in Schedule A, the Patient and the Physician may mutually agree upon additional charges. The Practice will automatically bill the Patient's pre-arranged method of payment for any charges related to his/her account including, but not limited to, laboratory, pharmaceutical, and product fees. Certain laboratory or test reports will be submitted to the Patient's private insurance as applicable. The Patient acknowledges that he/she will be responsible for any non-covered laboratory or test reports, and that these are not included as part of the Practice Fee.

7. **Term.** The initial term of this Agreement shall be for one (1) year after the Patient's payment of the Practice Fee or the first examination described in Schedule A; whichever occurs first. The term shall automatically renew for a subsequent one (1) year term provided that the Patient pays the Practice Fee each term and the Agreement is not otherwise terminated as described in Section 9. If the Patient does not pay the Practice Fee upon expiration of the previous one (1) year term, this Agreement does not automatically renew.

8. **Delinquent Accounts.**Accounts sixty (60) days past due will be considered inactive and this Agreement will expire and become null and void for the purpose of the provision of Services to the Patient. The Patient may be re-enrolled at the discretion of the Practice, if the Practice capacity has not been reached. A re-enrollment fee equal to one month of the Practice Fee will be assessed. All past due invoices, late fees and re-enrollment fees must be paid prior to re-enrollment.

9. **Termination of Agreement.** Either party may terminate this Agreement at any time and for any reason upon thirty (30) days with advance written notice to the other. The Patient may be refunded a prorated amount after thirty (30) days advance written notice. Refunds will include the balance of any monies paid in advance, less a prorated amount based upon the length of the remaining subscription period and the value of the Services received, and the non-refundable three (3) month portion of the Practice Fee. The Practice may also terminate the Patient's subscription to the Practice immediately upon notice to the Patient in the event of Patient's breach of this agreement or violation of the Patient-Physician relationship. If the Patient terminates his/her authorization for automatic billing without advance written notification to the Practice, the Patient's subscription to the Practice may be terminated. Upon termination of this Agreement, at the Patient's request, the Practice will recommend another local primary care physician for continuation of care and/or medication management, and will provide medical records. At that time, the Patient agrees to no longer utilize the personal cell phone number and email address of Practice physicians. Any inquiries made after the termination of this Agreement must be made via the Practice telephone number: (321)-269-9612

10. **Billing Private Insurance.** The Patient acknowledges that the Practice will file a private insurance claim as payment for Patient care to the Patient's private health insurance plan outlining medical services provided to the Patient in excess of those provided pursuant to Schedule A. The Patient acknowledges and fully understands that any co-payments, deductibles, or charges for ancillary services such as laboratory, imaging, and others remain the responsibility of the Patient, and that these are NOT covered by the Practice Fee.

11. **Medicare/Third Party Payors.** The Patient acknowledges that the Practice physicians are participating Medicare providers. Due to federal regulations, claims will be submitted to Medicare for all Medicare-covered services provided to the Patient. Medicare-eligible patients are responsible for any co-pays and/or deductibles. The Patient acknowledges that the Services constitute non-covered Medicare services beyond what Medicare or other insurance covers or reimburses the Practice for providing to the Patient. The Patient accepts full responsibility for the payment of the Practice Fee. The Patient agrees not to submit a claim to Medicare or other third -party payor for payment of the Practice Fee nor request that the Practice submit such a claim. The Patient acknowledges and understands that Medicare and other third -party payors will not pay for the Services referenced in Schedule A.

12. **Consent of Treatment.** The Patient authorizes and consents to the Practice's treatment and procedures, and certifies that no guarantee or assurance has been made as to the results obtained.

13. **Complications.** The Patient understands that it is his/her responsibility to contact the Practice to report changes in their medical condition.

14. **Vacations and Illness for Practice Physicians.** The Patient acknowledges that there may be times that the Patient cannot contact a Practice physician due to vacations, illness, or technical defects. The Patient acknowledges that, should a Practice physician become unavailable, the Practice shall make every effort to give advance notice to the Patient so that Services can be scheduled on another date. In cases of emergency, contact information for a covering provider will be offered.

15. **Compliance with Law and AMA Policy.** In establishing this voluntary subscription medical practice, the Practice intends to do so in compliance with any applicable laws and in compliance with the American Medical Association's Policy on Concierge Medical Practices. In the event the law changes and renders a provision of this Agreement invalid or unenforceable, the Practice will work with the Patient to amend the Agreement to comply with applicable law if possible. If any provision of this Agreement is deemed to be or declared invalid or unenforceable, the remainder of the Agreement will be valid and enforceable.

16. **The Practice is Not an Insurer.** The Practice is not an insurance company and is not promising unlimited care for the Practice Fee. The Practice presumes that the Patient is either eligible for Medicare or has health insurance that provides health care coverage for services not covered by the Practice Fee.

17. **Notices.** All notices, requests, demands, or other communications provided for in this Agreement shall be in writing and shall be deemed to have been given at the time when personally delivered, or mailed in a registered or certified prepaid envelope, return receipt requested, or sent by overnight courier which regularly provides receipts and addressed to:

Mission Concierge Care
1785 Garden St.
Titusville FL 32796

18. **General.** The Patient's subscription to the Practice shall be completed with the execution of this Agreement by each Patient and Responsible Party, and receipt of the Practice Fee. This Agreement shall be governed by the laws of the State of Florida without application of choice-of-law principles. This Agreement replaces and supersedes all prior agreements between the Patient and the Practice. This Agreement may not be modified absent a writing signed by the Patient and an authorized representative of the Practice. If any term of this Agreement is deemed invalid or in violation of any superseding law or policy, the remaining terms of this Agreement shall remain in full force and effect. A photocopy or digital copy of the signed original of this Agreement may be used by the Patient or the Practice for all present and future purposes.

THE PRACTICE AND THE PATIENT ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ THIS AGREEMENT, WERE AFFORDED SUFFICIENT OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF THEIR CHOICE AND TO ASK QUESTIONS AND RECEIVE SATISFACTORY ANSWERS REGARDING THIS AGREEMENT, UNDERSTAND THEIR RESPECTIVE RIGHTS AND OBLIGATIONS UNDER IT, AND SIGNED IT OF THEIR OWN FREE WILL AND VOLITION.

SIGNED BY:

Mission Concierge Care
B. Grant Marshall, MD

Date _____

PATIENT/RESPONSIBLE PARTY:

Signature: _____

Printed Name: _____

Relationship to Patient: _____

Agreement Date: _____

Signature: _____

Printed Name: _____

Relationship to Patient: _____

Agreement Date: _____

Dr. B. Grant Marshall is honored to be your physician, and looks forward to being your health care advisor and advocate.

SCHEDULE A

1. Office wellness visits and consultations relating to prevention and self-management of illness education and training.
2. After-hours DIRECT telephone, electronic communication
3. Telemedicine /videoconferencing or in person visits with the Patient related to health, diet, nutrition, exercise/fitness, and disease management.
4. Personal assistance with data management in the Personal Health Records ("PHR") platform (collectively "PHR Support") which includes:
 - a. Results of most recent non-covered routine physical or additional non-covered wellness visit;
 - b. Dates and results of tests and screenings; and
 - c. Wellness and prevention education electronic communications.
5. Periodic Practice Newsletter and access to on line blogs
6. International travel medical support via electronic communication.
7. Education and lectures on disease management
8. Longer, extended office visits with outreach to other specialists, and family members when needed. This may include group conferencing to enhance patient care.
9. Same day or next day office visits with little or NO waiting time
10. Easy access without having to go through an answering service for 24/7 personal, prompt direct communication.
11. Limited practice size allowing for longer, extended office visits.
12. Nursing home/ALF calls and home visits if UNABLE to come to the office
13. Fast and direct communication of all lab results
14. Prompt completion of forms
15. Communication with your family members if you request.
16. Enhanced coordination of care for tests, treatments and hospitalizations
17. A comfortable environment which will enhance your office visit