FORT MYERS FAMILY MEDICINE, P.A.

15661 SAN CARLOS BOULEVARD, SUITE 2
FORT MYERS, FLORIDA 33908
TELEPHONE: (239) 433-4014

SELF-PAY SOLUTION MEMBERSHIP AGREEMENT

Welcome to Fort Myers Family Medicine, P.A. ("I," "me," or the "Practice"). I appreciate your choosing me as your physician and your becoming a Member of the Practice's Self-Pay Solution Program.

Below I describe my agreement with you. Please read it carefully, because this is a contract between you and me.

1. The Practice agrees to provide the following services (the "Basic Services"):

   - Regular preventive checkups for adults including the services described on Appendix A.
   - The laboratory services described on Appendix B.

   The Basic Services will be provided by me or by other appropriate healthcare providers designated by the Practice from time to time.

   Please note that the Services do <u>NOT</u> include the following: inpatient or outpatient hospital care or emergency room care; care by other physicians, specialists, or other referral caregivers not employed by the Practice; treatment or care provided anywhere other than at the Practice's offices; lab tests other than those identified on Appendix B.

2. The cost for the Basic Services for each Member will be $75.00 monthly (the "Service Fee"). The Service Fee will be paid in cash or by credit card upon our initial visit, and then monthly either at the time of your office visit, or, if there is no office visit in a given month, at the end of the month automatically. You authorize us to charge your credit card $75.00 per Member at the end of each month while this Agreement is in effect. You will be responsible for any portion of our charges not covered by your credit card.

3. In addition to the Basic Services, you are also entitled to sick visits, which will cost an additional $10.00 per visit. These sick visit services include the services described on Appendix C.

4. You are entitled to a total of up to fifteen (15) visits per fiscal year (including Basic Services visits and sick visits). Visits in excess of fifteen (15) visits per fiscal year will be charged at the regular self-pay rates of the Practice.

5. **<u>Please understand that, if you decide to go elsewhere for any of the Basic Services or sick visits, we will not reimburse you for any costs you incur, nor will we refund to you</u>**

any portion of our Service Fee or sick visit payments. You should also understand that this Agreement will terminate if you become a Medicare beneficiary.

6. At times, we expect it may be necessary for us to refer you to other healthcare providers for services that we do not provide (for example, laboratory and other diagnostic tests, specialist physician services, and hospitalization). As noted above, the cost for these other services are not included as part of our Service Fee, and you (or your insurance, if applicable) must pay these other providers directly.

7. Basic Services and sick visits will be provided at the office of the Practice which is located at 15661 San Carlos Boulevard, Suite 2, Fort Myers, Florida 33908, during regular business hours which are 9 a.m. – 5 p.m., Monday – Friday.

8. Appointments are required for all visits except those involving urgent care (which will be billed as a sick visit as described above). You are requested to provide no less than 24 hour's notice to the Practice in the event of cancellation of an appointment. You must present your photo identification and your Practice membership card at the time of each visit. The Practice reserves the right to decline to treat you if you fail to present your photo identification and your Practice membership card at the time of visit. The **after hours/emergency** contact number for the Practice is **239-433-4014**.

9. It is important that in becoming a Member, you should not also be covered by Medicare, Medicaid, or any other full-coverage health insurance; by signing this document, you are confirming that you have no such coverage.

10. The Practice reserves the right to cancel your membership if you fail to promptly pay all membership fees when due and/or fail to maintain a valid credit card on file with the Practice at all times.

11. You will be required to sign a Patient Notice of Privacy Practice at the time of initial visit.

12. Medical records, including lab results, are generally not available on a walk-in basis. A medical records release form must be filled out, including patient signature and date. It may take up to ten business days for your records request to be processed and for records to be made available.

13. This Agreement is for a one-year period only. We will notify you at least 45 days prior to end of the contract period to see if you wish to renew this Agreement. If you do not, you must notify us within 30 days, or we will assume that you are renewing, and the Agreement will renew automatically.

14. Any notice or other communication between you and us with respect to the terms of this Agreement (such as renewal or cancellation notices) must be in writing and sent by mail or fax or hand-delivery. Our contact information is set forth at the top of this Agreement. Please include your contact information below on the signature page.

15. Any dispute, claim, or controversy which exceeds $5,000.00 and which arises out of or relates to (i) this Agreement; (ii) the performance of medical services, including but not limited to, the Service Fee and/or other payments, informed consent, negligence, or medical

malpractice, or (iii) the relationship between you (whether a minor or an adult) or you heirs-at-law or personal representative, as the case may be, and the Practice and each physician or staff member of the Practice, individually, shall be submitted to binding arbitration in Lee County, Florida, pursuant to the Florida Arbitration Code. The determination of the arbitration shall be final and binding, and may be enforced in the federal or state courts located within the Lee County, Florida, to which jurisdiction the parties hereto agree to submit. BY SIGNING THIS AGREEMENT YOU ARE AGREEING TO HAVE ANY CLAIM FOR NEGLIGENCE OR MEDICAL PRACTICE, OR ANY OTHER CLAIM, DECIDED BY A NEUTRAL BINDING ARBITRATION AND YOU ARE GIVING UP YOUR STATUTORY AND CONSTITUTIONAL RIGHT TO PROCEED WITH YOUR CLAIM IN COURT.

16. Miscellaneous:

(A) You may not assign this Agreement to anyone.

(B) The Practice reserves the right to alter and amend the terms of this Agreement and other forms of the Practice from time to time, without advance notice to you .

(C) If you are signing this Agreement as a parent or guardian on behalf of your minor child or ward, you hereby attest that you have full legal authority to execute this Agreement on behalf of said child or ward. Further, you hereby agree to indemnify and hold the Practice harmless, including legal fees, from any claim, demand or loss which may occur in the event that you do not, in fact, have such legal authority.

D) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, successors and permitted assigns. The headings in this Agreement do not form a part of the Agreement and shall not be taken into account in interpreting this Agreement.

(E) This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, all rights and remedies being governed by said laws.

(F) In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall by deemed severable from the remainder of this Agreement and shall in no way affect, impair, or invalidate any other provision herein contained. If such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

THIS AGREEMENT IS NOT, AND IS NOT INTENDED TO BE, AN INSURANCE CONTRACT. THE PRACTICE REPRESENTS, AND YOU HEREBY ACKNOWLEDGE THAT THE SERVICE FEE CONFERS ONLY THOSE BENEFITS IDENTIFIED HEREIN. FEES CHARGED BY THE PRACTICE FOR ADDITIONAL SERVICES ARE REASONABLE AND INTENDED TO COVER THE COST OF PROVIDING SUCH SERVICES INCLUDING REASONABLE OVERHEAD.

Please contact us with any questions or concerns that you may have regarding this Agreement.

If you wish to become a Member of our Practice, please complete and sign below. Please return the completed document. If you are accepted as a Member, you will need to make arrangements for us to receive copies of your medical records, if any. Please note that the Practice may decide to stop taking additional Members at any time without notice.

BY MY SIGNATURE BELOW I ACKNOWLEDGE THAT (i) I WISH TO BECOME A PATIENT MEMBER OF THE PRACTICE; (ii) I ACCEPT AND AGREE TO THE SERVICE FEE AND OTHER PROVISIONS SET FORTH IN THE MEMBERSHIP AGREEMENT; (iii) I HAVE RECEIVED AND REVIEWED THE MEMBERSHIP AGREEMENT; (iv) ALL PROVISIONS THEREOF, AS WELL AS ALL QUESTIONS PERTAINING THERETO, HAVE BEEN FULLY AND SATISFACTORILY EXPLAINED TO ME; (v) I HAVE GIVEN DUE CONSIDERATION TO SUCH PROVISONS AND QUESTIONS, AND (vi) I CLEARLY UNDERSTAND AND CONSENT TO ALL THE PROVISIONS THEREOF.

Print Name: _____ Soc. Sec. No.: _____

Address: _____ Date of Birth: _____

_____ Telephone No.: _____

_____ Fax No.: _____

E-Mail Address: _____

Current Physician, if any: _____
(and contact information)
_____

_____

Type of Credit Card: _____

I authorize the Practice to charge this credit card the $75.00 monthly Service Fee at the end each month while my Agreement with the Practice is in effect.

_____ Date:_____
Signature

ACCEPTED THIS ____ DAY OF _____, 20___:

FORT MYERS FAMILY MEDICINE, P.A.

By:_____
Lee Adkins, M.D., President

APPENDIX A

Regular Preventive Checkup Services

Medical Care
- EKG
- Holter Monitor
- Pulmonary Function Test (Spirometry)
- Urinalysis
- Blood sugar
- Fecal occult blood test
- PPD (skin test for tuberculosis)
- Flu Vaccine
- Tetanus vaccine
- Vaccinations for patients over the age of ten, except for Gardasil, Hepatitis, and Shingle vaccine

Gynecological Care
- Pap smear
- Family Planning

Referral for discounted colonoscopy and upper endoscopy, X-rays, imaging studies and other specialty care as needed.

APPENDIX B

Laboratory Services

PROFILES	INDIVIDUAL LAB TESTS (cont'd)		
Basic Metabolic	CPK Isoenzymes	Lead	Tegretol
Comprehensive Metabolic	Creatinine	Lipid Panel	Testosterone
Hepatic Function	Digoxin	Lipo Electrophoresis	Theophylline
Renal Function	Dilantin	Lithium	Thyroid Panel (T3,T4, & T7)
Arthritic	Direct Bilirubin	Lyme AB	Thyroxine T4
Electrolytes	Epstein Barr (EBV)	MMR Immunity	Total Bilirubin
Healthscrene	ESR (Sed Rate)	Magnesium	Total Protein
SMAC 18	Estradiol	Measles IGG	Toxo – IGG
	FBS (Fasting Blood Sugar)	Mumps IGG	Toxo – IGM
INDIVIDUAL LAB TEST	Ferritin	Microalbumin Urine	Triglycerides
AFP maternal	Folate	Partial Thromboplastin Time (PTT)	TSH
AFPT	FSH	Phenobarbital	Urinalysis
AFP Triple	FTA	Phosphorus	Uric Acid
Albumin	GGTP	Potassium	Valproic Acid (Depakene)
Alkaline Phos	Glucose	Procan / Napa	Varicella Igg
Amylase	Glucose PP	Progesterone	AFB Culture
ANA	Glucose Tolerance	Prolactin	Beta Strep Screen
Antibody Screen	Helicobacter	Protein Electrophoresis	Chlamydia / GC
ASO	Hemogram	Prothrombin Time (PT)	Gram Stain
ATA/AMA	Hepatitis Panel (ABC)	PSA	Herpes Culture
B12 and folate	Hep A IGM	PSA – Free & Total	Occult Blood
B12	Hep B Surface AG	PSA (Screen only)	Ova & Parasites
Beta HCG Titer	Hep B Surface AB	PTH – Intact	Stool Culture
Blood type and Rh	Hep B Core AB	Quinidine	Throat Culture
BUN	Hep C	RA Latex (Rheumatoid Factor)	Urine Culture
Calcium	Heterophile (Mono)	Reticulocyte Count	Vaginal Culture
CA 125	Hgb A1C (Glyco)	RPR	
CA 27-29	Hgb Electrophoresis	Rubella – Quantitative	Pap Smear
CBC / Platelet Count	Homocysteine	SGOT	HIV testing
CEA	HSV- I & II IGG	SGPT	
Chloride	IGE	Sickle Cell Screen	
Cholesterol	Immunofixation	Sodium	
CMV – IGG	Immunoglobulin	Synovial Fluid	
CMV – IGM	Irion TIBC	T3 Uptake	
CO2	LDH	T3 EIA	
	LH	T4 Free	

APPENDIX C

Sick Visit Services
(Additional Charges Apply)

MEDICAL CARE
- Holter Monitor
- Vitamin B-12 and Allergy shot (steroid)
- Ear irrigation for wax
- Nebulizer Treatment with oxygen concentrator
- Rapid strep test
- Weight Loss Management
- Allergy testing through blood test (paid separately to the lab)

OFFICE BASED MEDICAL CARE
- Repair of laceration
- Excision of benign skin lesions
- Excision of malignant skin lesions
- Shaving of skin lesions
- Mole removal-skin biopsy
- Skin Tag removal
- Sebaceous cyst removal
- Lipoma removal
- Warts (genital, sole, hand)
- Partial of full nail removal for fungus in ingrown toe nail
- Joint injections (steroid)
- Ganglion cyst removal
- Repair of split ear lobes
- I & D of abscess
- Trigger point injections

GYNECOLOGICAL CARE
- Pregnancy test
- Family planning
- Pap smears
- Referral discount for mammogram and osteoporosis or bone density screening

URGENT CARE DURING OFFICE HOURS