

Crystal Beach Direct Primary Care

14502 N. Dale Mabry Hwy Suite 200 Tampa, FL 33618

Membership Agreement

This Membership Agreement ("Agreement") is made on this ____ day of _____, 20____ (the "Effective Date"), by and between Peter J Walton MD PA (DBA "Crystal Beach DPC"; whose address is 14502 N Dale Mabry Hwy, Tampa, FL 33618; "the Practice") and _____ (referred to herein as "the Patient").

Last Name

First Name

Middle Name

Date of Birth

Gender

Email

Address

City, State, Zip

Home Phone

Cell Phone

Work Phone

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 USC Section 5000A.

This Agreement is not worker's compensation insurance and does not replace an employer's obligations under Chapter 440.

1. Membership: By initialing and signing Patient acknowledges and understands that he/she agrees to enroll in the Practice's DPC "Membership Program", beginning on the Effective Date set forth above and continuing for one year, then automatically renewing annually unless otherwise directed. This Agreement (and any rights a member/patient has under it) is non-transferable to another member/patient; it represents a private contract for ongoing primary care services between Patient and physician, including regular preventative visits, basic medical needs, and appropriate adjuncts such as vaccinations, screening tests (including phlebotomy (lab draws) and other common in-office testing as it becomes available in the future), patient education/consultations for various concerns, chronic disease management.

Most importantly, there is prompt availability and access to the physician when needed for assessments/diagnosis involving other more unexpected, urgent, and necessary conditions such as sick visits and minor injuries (See Florida Statutes, Section 624.27S). As an active member, Patient is eligible to receive the basic medical services described in this agreement as well as in Exhibit A ("**Covered**

Services”), attached hereto and made a part hereof, and membership includes only the described “Covered Services.” The Practice may add or discontinue elements within the Covered Services at any time, as it may choose in its sole discretion, and will provide at least thirty (30) days advance written notice upon and change to the Covered Services listed in Exhibit A. There are also unmentioned (unknown) services that will be available over time, and these lists will evolve and grow with the Practice.

2. Membership Fees: In addition to the one-time non-refundable Registration Fee (\$60.00) per patient, Patient agrees to pay a monthly fee of \$ 60.00 (The initial monthly fee is due after the Patient’s first appointment, then monthly unless this Agreement is terminated by either party as set forth in the next paragraph). This Agreement will renew automatically at the end of the 12 months unless either party chooses not to renew. The Monthly Fee is due by the end of the month, and a **\$20 late fee** (defined as lack of payment for the prior month after the 15th of the following month – i.e., two weeks late) as well as a **\$20 no show fee** (failure to contact the Practice by phone or email (not text) and cancel within 24 hours prior to appointment in office or Telemedicine) applies. The Practice may amend the Membership Fee Schedule at any time, as it may determine in its sole discretion, upon providing Patient at least thirty (30) days advanced written notice. Otherwise, this Agreement will renew annually, from the Effective Date.

3. Termination: This is a non-binding agreement and may be terminated by either party. *Immediately* for breach or violation of the physician/patient relationship, and/or in *thirty (30) days* if either party wishes to terminate the relationship. The Patient may terminate this Agreement for any reason upon providing 30 days written notice to the Practice, as well as when this Agreement expires (“Non-renewal”; 12 months from the Effective Date). Membership fees are not pro-rated for any month, and monthly fees will not be due after leaving the Practice. The Practice may also terminate this Agreement upon its sole discretion, by providing the Patient with 30 days written notice, during which time the Practice will remain available for urgent needs and minor emergencies. Membership fees will stop accruing at the end of the 30 days, and medical records will be forwarded as requested in a timely manner.

4. Uncovered Services (and care outside the scope of the Practice): Patient understands and acknowledges that there are uncovered services both inside and outside the Practice’s office. Uncovered services for members/patients are those not mentioned in Exhibit A, as well as services and procedures beyond the scope of the Practice, especially those at other offices (Emergency Departments, hospitals, specialists, etc.). The Practice has no ability to predict or “cover” these charges, and in such circumstances, Patient will be responsible for those outside/uncovered charges. Anything not specifically listed in Exhibit A; any healthcare service not performed in the office and/or by Peter Walton MD (including specialists, EDs, labs, imaging), as well as durable medical equipment such as splints, crutches, braces (This may change as the practice evolves and grows), and outside labs and imaging (X-Rays, CT, MRI). The Practice does not take Personal Injury, Workers Comp, or chronic pain management cases.

5. Insurance: The Practice strongly suggests, as a follow up to #4 above, that the Patient maintain health insurance coverage, at minimum to cover catastrophic and unpredicted events such as accidents, conditions and trauma. Patient acknowledges and understands that this Agreement (and resultant membership) does not provide health insurance coverage, nor is it a contract of insurance.

6. Patient Acknowledgements (Initial at the end of each paragraph):

Patient acknowledges and understands that neither the Practice or it's Physician(s) participate in any health insurance or HMO plans/panels, and do not bill insurance of any kind, including Medicare, and the Practice will not bill insurance carriers and/or health care plans (____).

Patient acknowledges and understands that it is her/his responsibility to determine whether the fees paid to the Practice are reimbursable to them by a private, non-governmental insurance or payment plan. Patient will not seek reimbursement from Medicare for membership fees. The Practice has opted out of participation with Medicare and will not bill them either (____).

Patient acknowledges and understands that the Practice is not a participating provider in any government based or private health care plan (Medicare, Medicaid), and agrees not to submit a bill to Medicare/Medicaid or attempt to obtain reimbursement for any such services (____).

Patient acknowledges and understands that this Practice, and its Direct Primary Care Membership, does not constitute represent, or replace health insurance coverage. Membership does not include services/tests not personally provided by the practice, and this Agreement is not a contract representing any form of insurance and it is strongly recommended that Patient obtain or maintain a health insurance policy for hospitalization, specialists, coverage for catastrophic events, and other healthcare (____).

Patient acknowledges and understands that while it is possible that the membership fees constitute eligible medical expenses that are payable or reimbursable using a tax-advantaged savings account (HAS, MSA, FSA, HRA), every plan is different and the Practice recommends consultation with his/her Accountant and/or Health Benefits Advisor as to whether membership fees may be paid using such funds. Many third-party payers also do not consider the Practice's membership fees (and DPC in general) to count towards a high deductible plan (catastrophic) health plan, similar to the tax-advantaged saving accounts such as an HSA (____).

Patient acknowledges and understands that being prescribed Controlled Substances is very unlikely, unless clearly indicated (____).

Patient acknowledges and understands that use of text, email, facsimile, video chat (Telemedicine), and other forms of remote, electronic communication cannot be completely guaranteed to be secure and confidential, despite cybersecurity measures and all reasonable steps. By initialing, Patient agrees to waive the Practice's obligation to guarantee total confidentiality and acknowledges that such communications may become part of the medical record. By providing an email address and cell phone number above, Patient authorizes the Practice to communicate regarding Patient's protected health information (____).

From time to time, due to illness, conflicting obligations, personal emergencies, and other unexpected developments, as well as planned time off such as vacations, the physician may be temporarily unavailable to provide the services described herein. In order to minimize inconvenience, any planned time off will be passed to the Patient, and Practice will make every attempt to find an alternative physician during that time (____).

7. Indemnification: Patient agrees to indemnify and to hold the Practice and its physicians, officers, directors, agents, employees, and members harmless from and against all demands, claims, actions, or causes of action, assessments, losses, damages, liabilities, costs, and expenses (including interest,

penalties, attorney's fees etc. which are imposed upon or incurred by the Practice as a result of the Patient's breach of any of Patient's obligations under this Agreement.

8. **Change of Law:** If there is a change of any law, regulation or rule, federal, state or local, which affects this Agreement, any terms or conditions incorporated by reference in this Agreement, the activities of the Practice under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and the Practice reasonably believes in good faith that the change will have a substantial adverse effect on the Practice's rights, obligations or operations associated with this Agreement, then the Practice may, upon written notice, require the Patient to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of this Agreement within ten (10) days after the effective date of change, then the Practice may immediately terminate this Agreement upon providing written notice to Patient.

9. **Entire Agreement:** This Agreement constitutes the entire understanding between the parties hereto relating to the matters herein contained and shall not be modified or amended except in a writing by both parties hereto.

10. **Governing Law; Venue:** This Agreement shall be subject to, construed in accordance with, and governed by, the laws of the State of Florida. Each party hereto consents and agrees that Hillsborough County or Pinellas County, Florida, shall be the exclusive, proper, and convenient venue for any legal proceeding in federal or state court relating to this Agreement.

11. **Waiver:** The waiver of either the Practice or Patient of a breach of any provisions of this Agreement must be in writing and signed by the waiving party to be effective and shall not operate or be construed as a waiver of any subsequent breach by either the Practice or Patient.

In Witness Whereof, the parties have caused this Membership Agreement to be effective on the Effective Date first written above.

Peter J Walton MD PA (DBA Crystal Beach Direct Primary Care):

By: _____ Peter J Walton MD (witness)

Patient:

_____ Patient Name (Please Print)

_____ Patient Signature

Patient acknowledges (by initialing) that any issues, concerns, and questions have been addressed and answered before signing. Patient acknowledges that she/he is not experiencing duress, does not feel rushed, coerced, manipulated, or threatened into making a decision to sign this agreement, is not under

the influence of mind-altering substances, and is not experiencing any pain or other acute symptoms that would distract or influence the decision to become a member (____).

Exhibit A (Covered Services with membership):

Regular preventative visits and basic medical needs, consultations for various concerns, as well as appropriate and available adjuncts such as vaccinations, screening tests (including labs when it becomes available), patient education, chronic disease management; Prompt availability and access to the physician when needed for assessments/diagnosis of unexpected, urgent, and necessary conditions such as sick visits and minor injuries. Same day or next day in-person or telemedicine appointments during business hours; availability by text, phone, portal after hours for urgent problems. Office care and minor procedures as indicated; in office testing including EKG, UA, Urine Pregnancy, Rapid Strep/Covid/Flu. Appropriate treatment measures including trigger point injections, Vitamin B12 injections.