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## **Native Health Primary Care Patient Membership Agreement**

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This Direct Primary Care Agreement ("Agreement") is entered into between Emily Gavel APRN, FNP-C, hereinafter referred to as the "Provider," and \_\_\_\_\_, hereinafter referred to as the "Patient." "Direct health care agreement means a contract between a health care provider and a patient, a patient's legal representative, or a patient's employer... and does not indemnify for services provided by a third party." 2023 Florida Statutes Chapter 624.27. This agreement will renew yearly unless requested differently by patient.

### **1. Scope of Services**

The Provider agrees to provide primary care services to the Patient, which may include but are not limited to:

- Comprehensive medical evaluations, screenings and assessments, preventive care services
- Chronic disease management
- Urgent care services
- Coordination of care with specialists (if necessary)

### **2. Patient-Clinician Relationship**

By your signature, you acknowledge that you are voluntarily becoming a patient of Native Health Primary Care and its medical group or affiliated clinician. As a Native Health Primary Care patient, those services described in Section 2 below will be made available to you pursuant to the terms of this Membership Agreement.

### **3. Native Health Primary Care Services**

**Health Care Services:** As a patient, you are eligible to receive a set of primary care, preventive care, and urgent care services as offered by your individual clinician from among those listed in our Detailed Service List (attached below and also available at Native Health Primary Care website or at your Native Health Primary Care clinic location). You are also eligible to receive 24/7 mobile phone and email access and same or next-business day appointments. During the term of this Agreement, the

Health Care Services provided by Native Health Primary Care may be subject to change by Native Health Primary Care from time to time. Such changes, if any, shall be reflected on the Detailed Service List.

If you have a pre-existing medical condition, please contact us first to learn how you may benefit from Native Health Primary Care's services. Pre-existing medical conditions do not disqualify you from enrolling in Native Health Primary Care's service.

***By entering into this Membership Agreement, you acknowledge that Native Health Primary Care does not provide health insurance coverage and that this is not a contract for insurance. Native Health Primary Care provides only the Health Care Services specifically described herein and additional costs may be incurred for laboratory, medical imaging, surgery, specialist care, emergency department visits, and hospitalization required outside of Native Health Primary Care's services. Native Health Primary Care encourages you to combine Native Health Primary Care membership with appropriate health insurance coverage.***

## **4. Fees and Payment**

Native Health Primary Care charges the Comprehensive Monthly Fee listed below per Member to include all Covered Healthcare Services included on the Detailed Services List.

- Foundational Health
  - Member aged 18 years old<: \$99 per month
  - Member + Spouse: \$198 per month
  - Member <26 years old with an adult membership/parent: \$158 per month
  - Member + 2 children: \$217 per month
  - Member+ Spouse+ 1 Child: \$257 per month
  - Family (2 adults/2-4 Children): \$275 per month. For each additional child at the rate of \$59 per month.
- Native Health Primary Care also charges a one-time \$100 registration fee payable with your first monthly payment.
- Ultimate Wellness
  - Primary: \$169 per month

- Primary + Spouse: \$338 per month
- Primary + 1 Child: \$268 per month
- Primary+ 2 Children: \$367 per month
- Primary+ Spouse+ 1 Child: \$437 per month
- Family (2 adults/2-4 children): \$536 per month. For each additional child at the rate of \$99 per month.
- Native Health Primary Care also charges a one-time \$100 registration fee payable with your first monthly payment.

2023 Florida Statutes Chapter 624 "A direct health care agreement does not constitute insurance and is not subject to the Florida Insurance Code. The act of entering into a direct health care agreement does not constitute the business of insurance and is not subject to the Florida Insurance Code."

**Non-Insurance Disclaimer: The fees paid under this Agreement do not constitute health insurance. By accepting this, you recognize that this Agreement is not a substitute for health insurance or any other health plan, including participation in a Health Management Organization ("HMO"). Its scope is limited to primary care services offered directly by Practice. Hospital, specialist, or any services not directly provided by Practice are not covered under this Agreement. It is strongly advised that you retain health insurance for any healthcare needs beyond the scope of our services.**

Payment transactions declined due to insufficient funds or expired cards will result in an additional fee of \$50 and failure to comply with payment terms may result in termination of membership. Services will not be rendered for patients with past due accounts.

Most, but not all, of the services described above in Section 2, are covered by the Comprehensive Monthly Fee, subject to the limitations set forth in this Membership Agreement. However:

- Per IRS guidance, if you participate in a high-deductible health plan with a health savings account (HSA) feature, you may be required to pay on a fee-for-service basis for certain primary care, non-preventive care and urgent care services until such time as your deductible has been satisfied. If you don't pay on a fee-for-service basis for these services, it is possible you may lose your ability to contribute to your HSA during your membership. Please consult your

attorney or financial adviser. Native Health Primary Care hereby disclaims any responsibility or liability with respect to your decisions made thereto.

- Some Health Care Services provided by Native Health Primary Care are not covered by the Comprehensive Monthly Fee (Non-Covered Health Care Services). The Native Health Primary Care fee schedule for these services will be provided to you upon your request. Native Health Primary Care may amend the fee schedule from time to time in its sole and absolute discretion and without prior notice.

If you request and receive a Non-Covered Health Care Service:

- You agree not to submit any claims to any third party payor or any government health care program for Covered Services rendered by Native Health Primary Care to you under this Agreement.
- All Fees paid are non-refundable. This includes all Fees that may have been paid whether such were paid on a monthly or annual basis.

## **5. Insurance**

- Upon enrollment we may request your insurance information but your insurance WILL NOT be billed by Native Health Primary Care. However, we may need this information to help facilitate the ordering of labs or diagnostics.

## **6. Your Medical Information**

Your privacy is very important to us and you control the use of your personal information. Native Health Primary Care has put important safeguards in place to make sure your medical information is protected and safe to maintain its confidentiality. Native Health Primary Care seeks to work together with you to give you the best health care possible. Having access to your medical information will help your Native Health Primary Care doctor give you the best possible care because he/she will have the most up-to-date information about your health. Therefore, as allowed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and to help us give you the right care, in the right place and at the right time, your health plan and its contractors and agents (Health Plan) may electronically share with us your health-related information (including your “protected health information” as defined by HIPAA). Such shared health-related information may include things like visits to the doctor or hospital, medical conditions, current and past prescriptions, biometric data (height, weight, body fat percentage, etc.) and other health status-related information.

## **7. Digital Communications Risks and Conditions**

Native Health Primary Care offers members the ability to send and receive emails and texts to and from their care team. While Native Health Primary Care takes many precautions to protect your information and the security of the emails and texts it sends, there are still risks.

**Risks:**

Transmitting patient information by email or text has a number of risks. These risks include but are not limited to the following:

- Email and texts can be circulated, forwarded, stored electronically and on paper, and broadcast to unintended recipients.
- Email and text senders can readily misaddress an email or text.
- Email and texts can be intercepted, altered, forwarded or used without authorization or detection.
- Emails and texts may not be secure, and therefore it is possible that the confidentiality of such communications may be breached by a third party.
- Email and text service providers may have access to your emails and texts.

**Conditions:**

Native Health Primary Care is not liable for improper disclosure of confidential information that is not caused by Native Health Primary Care's misconduct. You must acknowledge and consent to the following conditions:

- Email and text are not appropriate nor should they be used for urgent or emergency situations. Please call 911 in the event of a medical emergency.
- Per your request, Native Health Primary Care may send emails or texts to you as necessary for your diagnosis, treatment, billing, eligibility and other handling. You should not use email or text for sensitive communications (e.g., AIDS/HIV, mental health, developmental disability or substance abuse).
- You are responsible for informing Native Health Primary Care, in writing, if you want to cease or limit email or text communications with Native Health Primary Care. You may do so at any time without reason or explanation.
- You are responsible for protecting your email account or telephone password or other means of access to your email or text. Native Health Primary Care is not liable for breaches of confidentiality involving your email or telephone accounts

that are caused by you or any third party.

By signing this Membership Agreement, you acknowledge that you have received and read the above information. In addition, you agree to any instructions that Native Health Primary Care may impose regarding the sending and receipt of email or text communications containing patient information.

**Recommendations and Instructions:**

If you wish to send and receive emails or texts from Native Health Primary Care regarding your care and treatment, you:

- Should limit or avoid use of public computers and public networks.
- Should promptly inform Native Health Primary Care of changes in your email address or telephone number.
- Before sending emails or texts containing personal health information to Native Health Primary Care, you should:
  - Ensure the email or text is addressed to the intended recipient.
  - List the key topic in the email subject line.
  - Put your name in the body of the email or text.

Take precautions to preserve the confidentiality of your emails or texts. Once Native Health Primary Care sends an email or text from its network, it has no control over its confidentiality or security.

## **8. Term and Termination**

This Membership Agreement shall begin upon the Effective Date and shall continue indefinitely, unless it is terminated within 30 days of the effective date by submission of a Membership Cancellation Form. In this case, you will only be charged the registration fee and the first month's Comprehensive Monthly Fee. This Agreement will automatically renew on the first anniversary date and all subsequent anniversary dates thereof unless you provide thirty (30) days written notice prior to the anniversary date.

Notwithstanding the above, in order to terminate this Membership Agreement you must complete, sign and submit (via U.S. mail, overnight carrier, email or fax) to Native Health Primary Care a Membership Cancellation Form. Membership Cancellation Forms can be obtained at a Native Health Primary Care clinic or by contacting your Native Health Primary Care. The date of termination shall be the last day of the month that follows the month in which the Membership Cancellation Form was received.

Upon cancellation, after payment is received for all periods prior to the termination of this Membership Agreement, you will not be responsible for any further payments.

Native Health Primary Care may terminate this Membership Agreement at any time, subject to any professional obligations.

## **9. Native Health Primary Care Terms**

- If any term, provision, covenant or condition of this Membership Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect and will in no way be affected, impaired or invalidated.
- This Membership Agreement will be governed by and construed in accordance with the laws of the state in which the medical office of your Native Health Primary Care physician is located. By signing the Membership Agreement, you agree to have any dispute arising out of the Membership Agreement decided by neutral binding arbitration rather than by a jury or court trial. Any dispute will be submitted to arbitration in the county in the state where you receive services covered by the Membership Agreement. The decision in arbitration shall be conclusive and binding on you and Native Health Primary Care. All arbitration provisions shall be governed by, construed and enforced in accordance with the Federal Arbitration Act.
- This Membership Agreement is non-transferable.

If you have a complaint, please contact your Native Health Primary Care clinic directly or Native Health Primary Care in any of the following ways:

Email : [info@nativehealthprimarycare.com](mailto:info@nativehealthprimarycare.com)

Phone: (772) 663-4355

Mail : 2100 SE Hillmoor Dr Suite 101 Port St. Lucie, FL 34952

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# Native Health Primary Care Detailed Service List

## Covered Healthcare Services

- Sick visits
- Women's health visits (including pap smears when deemed appropriate)
- Comprehensive physicals (with appropriate lab/EKG as deemed necessary)
- Chronic Disease Management
- Minor Surgeries
- Advanced Lab Testing
- Lifestyle prescriptions
- Health Goal Setting
- Supplement Prescriptions
- Discounted Prescriptions
- Discounted imaging
- Primary Care Services

## **Non-Covered Healthcare Services**

- Additional lab testing not included in the membership physical
- Ordered diagnostic imaging
- EKGs
- Lab Work
- Discounted Prescription Plans

By signing below, the parties acknowledge and agree to the terms and conditions set forth in this Direct Primary Care Agreement.

Provider: **Emily Gavel APRN, FNP-C**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*“This agreement is not health insurance and the health care provider will not file any claims against the patient’s health insurance policy or plan for reimbursement of any health 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 U.S.C. s. 5000A. This agreement is not workers’ compensation insurance and does not replace an employer’s obligations under chapter 440.” History.—s. 1, ch. 2018-89; s. 1, ch. 2019-105; s. 11, ch. 2019-138; s. 3, ch. 2021-136.*