

NAPLES
INDEPENDENT
PHYSICIANS

PATIENT AGREEMENT

This is an agreement entered into on _____, 20____ between Naples Independent Physicians, LLC, and _____ [patient] OR for pediatrics _____, parent(s) or guardian(s) of _____ [patient].

Naples Independent Physicians, LLC (NIP) is a Direct Primary Care (DPC) practice. It delivers medical services through its associated physicians. Per this agreement, NIP agrees to provide the above patient(s) with the services described herein and as further set out on our website, www.naplesindependentphysicians.com, and I (we) agree to pay the fees set out below for the services provided.

Please select your physician (MUST CHOOSE ONLY ONE):

- ☐ Jennifer M. Foley, M.D. --- PEDIATRIC MEDICINE
- ☐ Louis F. Foley, M.D. ----- WOMEN'S HEALTH/GYNECOLOGY

Registration Fee: The registration fee is a nonrefundable enrollment fee for setting up the patient account in the practice. See Appendix A for fees.

Membership Fees: The membership fee is due monthly and is per patient. All fees shall be paid by preauthorized credit card or automatic bank draft. There are two membership options, basic OR premium. See Appendix A for fees.

Membership Specificity: Naples Independent Physicians, LLC (NIP) administrates more than one independent physician practice. A membership agreement provides access for a specific patient to the practice of a specific independent physician. Membership is not transferrable between patients or physicians. Membership with one independent physician does not provide access to other independent physician practices. See Appendix B for the "membership selection form."

Multiple Membership Consistency: In order to provide consistent service with maximum convenience and transparency, all pediatric memberships that fall under the same parent or guardian must be in the same membership category (basic or premium).

Per Visit Fees: For patients on the basic membership, the appropriate per visit fee will apply to all episodes of service provided. See Appendix A for fees.

Billing: After paying my nonrefundable registration fee, I (we) agree to pay the monthly membership fee on or before the due date. Monthly membership fees start accruing at the time of signing up with the practice, if after October 1, 2023, and continue and renew monthly thereafter. Per visit fees (for basic memberships), send-out lab fees (if applicable), and/or medication/procedure fees will be charged at the time of service and payment in full is expected at that time. In the event that I am unable to pay my fee on time, I understand that I will be charged a \$35 late fee and that this agreement may be terminated.

Responsibility for Charges: I (we) understand that I am responsible for any charges incurred for health care services performed outside of NIP or by a provider who is not employed by NIP, or supplies from a third party including but not limited to emergency room visits, hospital and specialist care, imaging, laboratory testing or vaccines.

Vaccines: Vaccines are an important part of optimal preventative health care. We recommend vaccination according to the CDC Advisory Committee on Immunization Practices (ACIP) schedule. The vaccines we administer in our office are provided by a separate company that has contracts with most major insurance companies. If you provide us with your insurance information, we will upload it into their system. If they have a contract with your plan, then they will bill your insurance. You are ultimately responsible for any patient financial responsibility such as copays or deductibles. If the vaccine company does not have a contract with your insurance plan, then we will offer you the vaccine at our current cost. Vaccine costs change frequently, so we do not provide cost estimates until 30 days before your appointment. You may call our office and request an estimate at that time.

Expectation Regarding Compliance with Routine Preventative Visits: Well visits for preventative care are important to maintain health. They should occur at least once every 12 months. We request and expect that all patients who are members of our practice (whether on a basic or premium membership level) will complete their well visits in our office according to the following schedule:

Patient age	Schedule of Routine Well Visits
0-12 months (pediatric)	1 week old, 2 weeks old, 1 month old, 2 months old, 4 months old, 6 months old, 9 months old, 12 months old
1 to 3 years (pediatric)	15 months old, 18 months old, 24 months old, 30 months old, 36 months old
3 to 18 years (pediatric)	Once every 12 months
18+ years (adult)	Once every 12 months

Naples Independent Physicians (NIP) is NOT insurance: I (we) understand that this agreement does not provide comprehensive health care coverage, nor is it a contract of insurance or a substitute for health insurance or other health plan coverage. NIP makes no representations whatsoever that any fees paid under this agreement are covered by your health insurance or other third-party payment plans applicable to the patient. NIP will NOT bill insurance carriers on my behalf for any services provided. If I wish to seek reimbursement, upon request, NIP will provide me with office notes and a superbill that I can submit in an attempt to receive reimbursement. I understand that NIP will not provide administrative support for these matters. It is highly recommended that I maintain health insurance for unpredictable and catastrophic expenses and general healthcare costs.

Specialist and Hospital Care: NIP will coordinate with medical specialists to whom the patient is referred to assist the patient in obtaining specialty care. I (we) understand that fees paid under this Agreement do not include and do not cover specialists' fees or fees due to any medical professional other than my NIP physician. While my NIP physician will do everything possible to manage conditions within their scope of practice, I (we) am (are) aware that there are circumstances in which referral to a specialist is necessary for medically appropriate care. In the event that a patient needs to be admitted to the hospital, NIP will help coordinate the admission with the hospitalist at the appropriate facility, but any fees or charges associated with any hospitalization are the responsibility of the patient and are NOT included in the fees paid under this agreement. In the event that a patient needs hospital admission for treatment and their NIP physician has hospital privileges to supervise/provide that inpatient care, the patient may request that their NIP physician provide that care. The request will be subject to physician availability and if provided, the charge for that care will be an add-on fee outside the patient membership fee. See Appendix A for fees.

Leaving the Practice/Terminating the Agreement: I (we) understand that both NIP and I have the absolute and unconditional right to terminate this agreement, for any reason and at any time, by providing 30 days

written notice to the other party. I understand that I will remain responsible for any unpaid fees that I have incurred up to and through the termination date. Membership fees are charged monthly and will not be prorated. Monthly fees paid in advance will be refunded to the patient, the patient's legal representative, or the patient's employer if NIP ceases to offer health care services for any reason.

Rejoining the Practice: I (we) understand that if I terminate this agreement after receiving any services, I may be allowed to reestablish my membership patient status at the discretion of NIP, and only after payment of the re-enrollment/re-registration fee of \$300.00.

Healthcare Funding Accounts (HSA, HRA, FSA, etc.): NIP makes no representation that the IRS considers primary care monthly membership fees eligible for payment under any of these accounts. As laws and regulations are subject to change, we recommend you consult with your tax advisor/accountant to determine the best ways to use funds from these accounts.

Change in Service: I (we) understand that from time to time, NIP may have to change the services provided or fee schedule under this agreement, and that I will be provided with at least sixty (60) days advance notice of such changes.

Provider Availability Policy: NIP is not an emergency or urgent care practice. Services are provided during posted office hours (which are subject to change), and routine messages can be left via office phone or the patient EMR portal (if activated and set up by the patient). Premium membership will include non-emergent provider access outside of posted office hours via phone, voicemail, text, or possibly a virtual visit which is a convenience and not a substitute for emergency or urgent care. On occasion, the NIP physician will be out of the office during posted office hours or have limitations in the ability to respond outside of posted office hours (Premium memberships). NIP will make every attempt to minimize these service interruptions but cannot guarantee access to any specific service or provider at all times.

Privacy of Communications: I (we) understand that NIP will comply with HIPAA (Health Insurance Portability and Accountability Act of 1996) privacy requirements. I also understand that communications with the physician using phone, texting, email, fax, video chat, or other forms of electronic communication can never be absolutely guaranteed to be secure or confidential methods of communication. I further acknowledge that all such communications may become part of the electronic health record. By providing an email address upon registration, I authorize NIP and its physician to communicate with me by email regarding the patient's "protected health information," knowing that email is not necessarily a secure method of communication and there is always a possibility that a third party may gain access. I also understand that email is not the preferred method of communication if an issue is time sensitive.

"Naples Independent Physicians" SMS Text Messaging Terms of Service

These SMS Text Messaging Terms of Service (these "SMS Terms") are incorporated into all agreements between you and "Naples Independent Physicians" ("our organization", "us", "we"), including any agreements that are preexisting and any agreements that might be enacted contemporaneously with these SMS Terms.

"Naples Independent Physicians" might use SMS text messaging, from time to time, for certain types of communication with you, including potentially for administrative issues, such as billing, or for health-related issues, such as care reminders.

You agree to receive (you "opt in" to receiving) SMS text messages from "Naples Independent Physicians", related to services that we are providing to you. Message and data rates may apply, and message frequency varies. You may text us STOP at any time to opt out of receiving SMS text messages from us. You may text us HELP at any time to receive help.

SMS text messages from “Naples Independent Physicians” may originate from our organizational phone numbers, including:

(239) 920-9010

(239) 920-8580

(239) 920-9223

There may be terms in other agreements between you and us that also apply to our organization’s use of SMS text messaging, such as general terms related to privacy and data handling for our organization that are not specific to SMS text messaging. You agree that you have reviewed all agreements that we have provided you.

Emergencies: Naples Independent Physicians (NIP) is not an emergency or urgent care practice. **In the event of an emergency, or a situation which could reasonably be expected to develop into an emergency, I will call 911 or go to the nearest Emergency Room and follow the direction of emergency personnel.**

Issues or Concerns: I (we) agree to bring any issues, complaints, or concerns about the services I (we) receive as members of NIP to the attention of the NIP physician, so they may be addressed as quickly and completely as possible. I understand that it is the objective of NIP to provide excellent service and we would like to know if your expectations are not met.

Severability: If for any reason any provision of this agreement shall be deemed by a court of competent jurisdiction or other regulating agency, to be legally invalid or unenforceable, the validity of the remainder of the agreement shall not be affected, and that provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law and in its modified form, shall be enforceable.

REMAINDER OF PAGE LEFT BLANK

Jurisdiction: This agreement shall be governed and construed under the laws of the State of Florida.

By signing below, I (we) agree to the terms of this agreement and any attachments hereto. This agreement will commence on the date it is signed by the Patient, or in the case of pediatric care the Parent or Guardian of the patient(s) and the NIP representative below and will extend monthly thereafter.

PATIENT IS AN ADULT:

_____	_____	_____
Printed Name of Patient	Signature of Patient	Date

PATIENT IS A MINOR (PEDIATRIC):

_____	_____	_____
Printed Name of Parent or Guardian	Signature of Parent or Guardian	Date

_____	_____	_____
Printed Name of Parent or Guardian	Signature of Parent or Guardian	Date

NIP Staff

Jennifer M. Foley, M.D.
NIP Pediatric Physician

Louis F. Foley, M.D.
NIP Adult Physician

“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

APPENDIX A: FEE SCHEDULE

REGISTRATION/ENROLLMENT	
Nonrefundable one-time fee for a new patient	\$150
RE-REGISTRATION/RE-ENROLLMENT	
Previous patient returning to the practice	\$300

Please Note:

- Prescriptions will require a visit.
- Completing school forms requires that the patient is up to date with the well visit schedule.
- All members are expected to be seen at least once per year for an in-person well visit.

BASIC MEMBERSHIP	
Monthly Membership (every month)	\$49
Well Visit (per visit)	\$250
Sick Visit (per visit)	\$150
Telehealth visit (per visit)	\$150
Office procedure (fee in addition to sick visit fee) - examples may include suture removal, removal of ear wax, incision and drainage of skin abscess, biopsy of skin lesion (pathology review to be billed by lab), colposcopy of cervix/vagina/vulva, IUD insertion (IUD device not included; patient or insurance must purchase and ship to office)	\$99 (per procedure plus fee for sick visit)

PREMIUM MEMBERSHIP (Includes well visits, sick visits, office procedures, and enhanced access to your NIP physician via text, phone, or email)	FEE (per month, fee based on age of patient as of billing on the 1 st of the month)
Birth to 6 months old (pediatric)	\$299
7 months to 5 years old (pediatric)	\$199
6 years to 18 years old (pediatric)	\$149
18 + years (adult)	\$199
Multiple member discount (only applies to Premium Memberships)	Full fee for youngest member, 25% discount on monthly fee for additional members

ADD-ONS (all subject to physician availability)	FEE
In person visit outside of regular office hours	\$50 (premium); \$250 (basic)
Newborn Pediatric in-hospital care	\$450
Supervision/performance of other (non-newborn) hospital care	\$200 per day
Male infant circumcision surgery package (procedure plus follow-up visit)	\$500
Vaccines (if no insurance coverage via our supplier)	Current cost (estimates provided 30 days in advance of appointment at patient request)

APPENDIX B: MEMBERSHIP SELECTION FORM

PATIENT NAME: _____ DATE OF BIRTH: _____

I desire a membership with my physician (MUST CHOOSE ONLY ONE):

- ☐ Jennifer M. Foley, M.D. --- PEDIATRIC MEDICINE
- ☐ Louis F. Foley, M.D. ----- WOMEN'S HEALTH/GYNECOLOGY

The type of MEMBERSHIP I am requesting is (MUST CHOOSE ONLY ONE):

NOTE Multiple Membership Consistency: In order to provide consistent service with maximum convenience and transparency, all pediatric memberships that fall under the same parent or guardian must be in the same membership category (basic or premium).

- ☐ BASIC (\$49 per month)
- ☐ PREMIUM (per schedule)

PREMIUM MEMBERSHIP	FEE (per month, fee based on age of patient as of billing on the 1 st of the month)
Birth to 6 months old (pediatric)	\$299
7 months to 5 years old (pediatric)	\$199
6 years to 18 years old (pediatric)	\$149
18 + years (adult)	\$199
Multiple member discount (only applies to Premium Memberships)	Full fee for youngest member, 25% discount on monthly fee for additional members

My mailing address is: _____

Mobile phone #: _____ Email address: _____

I prefer to receive billing notifications via: ☐ email or ☐ text

SIGNATURE IS REQUIRED TO PROCESS REGISTRATION/ENROLLMENT.
ENROLLMENT/REGISTRATION FEES WILL BE BILLED PER THE PATIENT AGREEMENT.

PATIENT IS AN **ADULT**:

Printed Name of Patient

Signature of Patient

Date

PATIENT IS A **MINOR (PEDIATRIC)**:

Printed Name of Parent or Guardian

Signature of Parent or Guardian

Date

Printed Name of Parent or Guardian

Signature of Parent or Guardian

Date