



## **Florida Keys Concierge Medicine Doctor-Patient Agreement**

### **Introduction**

This Agreement is entered into by and between Florida Keys Concierge Medicine (“FKCM”), a Limited Liability Corporation, Gregory Keifer, DO (“Dr. Keifer”), and the undersigned patient (“member”). FKCM is a Concierge medical practice. Dr. Keifer is the owner and primary physician of FKCM. Dr. Keifer is a General Practitioner (GP) and delivers care on behalf of FKCM in the patients (“member”) home or office, and also provides care via electronic communication and phone. In exchange for the fees set out in this Agreement, Dr. Keifer and FKCM agree to provide the member the services set forth below. This agreement is entered by mutual voluntary consent.

### **A. Term, Cancellation, Renewal.**

- **ARRANGEMENT.** Member understands that by signing below, Member agrees to become a patient of Dr. Keifer, who will also provide a limited set of medical services in exchange for a monthly membership fee (see “Services and Membership Fees,” below) for the duration of the Agreement.
- **TERM.** The term of this Agreement shall be 1 month, and shall automatically renew monthly, unless either party terminates the agreement. Member understands that a minimum of 1 month nonrefundable membership fees is due upon registration.
- **TERMINATION.** Member acknowledges that FKCM and Member each have an absolute and unconditional right to terminate this Agreement at any time and for any reason. Both FKCM and Member shall be required to provide written notice of termination. Upon termination, both parties shall be released of all obligations under this Agreement. In the event that either party terminates this agreement, FKCM shall be entitled to all amounts paid by Member, and is not required to provide any pro-rated refunds.
- **RENEWAL.** This practice depends on membership fees to cover practice costs and staff and physician salaries. If Member cancels and wishes to renew, a new Membership Agreement shall be executed and Member shall be subject to a \$150 renewal fee, and any applicable increase in fees. Repeat cancellations and renewals are discouraged.

### **B. Services and Membership Fees.**

- **SCOPE.** Member understands that Dr. Keifer will provide a limited set of services which are generally within the scope of the practice of a General Practitioner. Member acknowledges that FKCM’s ability to provide care may be limited by training, experience, equipment and supplies and other unforeseen circumstances.
- **ALTERNATE PROVIDER.** Member understands that Dr. Keifer may be unavailable at times due to patient care, personal illness, injury, emergencies, or other obligations. FKCM will make reasonable attempts to provide alternative coverage in the event of Dr. Keifer’s absence. Should Dr. Keifer anticipate that he will be unavailable for more than 3 consecutive business days, FKCM will send out an email to inform patients of this planned absence. FKCM may use nurses, medical assistants and other staff to assist in providing care. All such personnel will be bound by this Membership Agreement.
- **INCLUDED SERVICES.** In exchange for the monthly fee described below, Members shall receive the following services:
  - 1 visit per member, per month performed at your home or business (well-child checks, sick visits, school, sports and camp physicals, annual exams) between 7am-6pm, Monday

through Friday. After hours and weekend visits may be available with a convenience charge.

- Chronic disease management, advice and counseling, prescribing of medications
- Communication via phone call, text, email, and video call (Telemedicine) directly with Dr. Keifer

All services, tests and procedures shall be performed when reasonable and necessary in Dr. Keifer's sole discretion. Additional fees apply for other goods and services, but every effort is made to keep those fees to a minimum.

• **NON-INCLUDED SERVICES.** The following NON-EXHAUSTIVE list of services ARE NOT covered in the monthly fee, although FKCM members can often obtain them for a substantially reduced cost for members:

- X-rays, CT scans, ultrasounds, and medical imaging
- Outside office blood/other tests, even if samples are drawn in the office
- Any surgery or procedure not performed by Dr. Keifer (e.g. in a hospital, or another physician's office)
- The cost of immunization drugs
- Durable medical equipment and supplies (e.g. crutches, wheelchairs, walking boots, casts, etc)
- Prescription medications
- Injectable medications
- Laceration Repair
- I&D procedure
- Skin tag removal
- Cosmetics services such as Botox® and Xeomin® injections
- Weight loss medication

Notice. As always, the Member may cancel at any time if the fee is unacceptable or they are dissatisfied for any reason. Membership fees up until the date of cancellation are nonrefundable.

The membership monthly fee schedule:

First month \$165 per individual

Individuals \$90

Couples \$170

Families (up to 3) \$220

Families (up to 4) \$240

Any specialized membership fee schedule (ie. for larger families, businesses) will be discussed and contract addended accordingly.

**C. NOT A HEALTH INSURANCE SUBSTITUTE.** Member recognizes that this Agreement and the membership described herein IS NOT health insurance or a substitute for health insurance. Member recognizes that Member may require medical services which FKCM and Dr. Keifer cannot provide (e.g. hospitalization, surgeries, specialist consults, etc). Member acknowledges that Dr. Keifer recommends (but does not require) that individuals maintain health insurance to mitigate the risks of medical emergencies, injuries and acute and chronic illnesses and diseases.

**D. NO FEDERAL FUNDS OR INSURANCE.** Member understands that Dr. Keifer and FKCM will not bill Medicare, Medicaid, or any insurance for services rendered under this Agreement. Member understands that there is no guarantee that Member will be reimbursed for FKCM's or Dr. Keifer's services by any other entity (e.g. private health insurance, a company's FSA or HSA, etc). Member is advised to speak with their accountant regarding reimbursement of Membership Fees from FSA and HSA accounts.

**E. DEFAULT.** Member acknowledges that this Agreement requires the ongoing payment of a monthly membership fee. Membership is dependent on timely payment of membership fees, and fees 60 days past-due will be cause for termination of membership and services.

**F. RESPONDING TO MEMBER.** Phone calls to FKCM will be answered by a live person

whenever possible. If not, calls will be returned promptly, typically within 60 minutes, except in case of emergencies or unavoidable circumstances. E-mails from Member will typically receive a response within 24 hours, though often much sooner. If Member does not receive a response to e-mail within 24 hours, the member should make a phone call or use another means of communication. Member understands that in the event of a medical emergency if Dr. Keifer cannot be reached, they should dial 9-1-1.

**G. VACATION.** Dr. Keifer will take 3-6 weeks of vacation per calendar year. These dates will be provided to members a minimum of 30 days in advance. During these weeks, Dr. Keifer will be unavailable for house calls. Dr. Keifer will be available by phone, email, text, and video calling during these times.

**H. COMMUNICATIONS, PRIVACY, HIPPA.** At FKCM we respect and value your privacy. FKCM makes every reasonable effort to keep your information secure, within the bounds of applicable laws. Communication by phone, e-mail, text messaging and via other methods offer great convenience and portability. We must acknowledge, however, that such communications are not reliably secure; even with precautions, these communications have some risk of loss of privacy.

Member acknowledges that Member has read and understood FKCM's Notice of Privacy Practices, and that Member may access it at any time at [www.flkeysconciergemedicine.com](http://www.flkeysconciergemedicine.com). Member has had time to consider which method(s) of communication Member prefers and member has made Member's preferences known to FKCM through the "preferred acceptable modes of communication" portion of the new patient enrollment form. Member understands that e-mails and other electronic forms of communication are not appropriate for emergencies, or other time-sensitive matters, or for communication of highly personal or sensitive information. In the event of an emergency or situation that Member could reasonably expect to develop into an emergency, Member agrees to call 911 or promptly seek care in an emergency room.

**I. HOLD HARMLESS.** Member agrees not to hold FKCM or Dr. Keifer liable for any loss, injury, damages or expenses beyond FKCM's or Dr. Keifer's control related to technical failure of the FKCM website, email, or other electronic services, including but not limited to: power outages, faulty cellular, cable, or WiFi service, failure due to internet service provider caused outages, failure to properly address e-mail messages, interception of communications by a 3rd party, or Member's failure to follow FKCM's recommendations regarding electronic communications in this agreement.

**J. ENTIRE AGREEMENT.** Member agrees that this Agreement represents the entire agreement between the parties. No other oral or written agreements or promises exist between the parties to this Agreement.

Signed: _____	Signed: _____
Printed: _____	Printed: <u>Gregory Keifer, DO FKCM</u>
Date: _____	Date: _____