



Silva Direct Membership Agreement

NOTICE:

THIS MEDICAL RETAINER AGREEMENT DOES NOT CONSTITUTE INSURANCE. IT IS NOT A MEDICAL PLAN THAT PROVIDES A HEALTH INSURANCE PLAN FOR THE PURPOSE OF COMPLIANCE WITH THE AFFORDABLE CARE ACT. IT COVERS ONLY LIMITED ROUTINE HEALTH SERVICES AS DESIGNATED IN THIS AGREEMENT.

This agreement is entered into between Silva Family Center, LLC (SFC, LLC) a Bartow FL, professional corporation located at 230 Old Bartow Eagle Lake Rd, Bartow, FL 33830, and the member named in the agreement:

_____	____/____/____	_____	
Full Name	DOB	SSN	

_____	_____	_____	_____
Address	City	State	Zip
_____	(____)	_____	
Email	Phone Number		

Silva Direct is an innovative direct primary care alternative payment model improving access to high functioning healthcare with a simple, flat, affordable membership fee. No fee-for-service payments. No third-party billing. The defining element of **Silva Direct** is a long-lasting and trusting relationship between a patient and their primary care provider. Patients have extraordinary access to their chosen provider and do not see different providers, for a low monthly fee that provides unlimited provider contact. Direct Primary Care (DPC) helps patient achieve superior health outcomes, better access to their provider, and empower an authentic therapeutic relationship through comprehensive patient center care. DPC has shown to lower costs as it provides affordable, transparent cost based on a periodic overall flat rate (membership or subscription). The patient pays for their care directly to the provider. NO third parties or Fee for Service billing (“FFA”) to inflate cost. The **Silva Direct** membership/subscription costs less than the average insurance monthly premium. The services will be described in this agreement.

1. Definitions:

- **Silva Direct-** Silva Family Center’s direct primary care program.
- **Member-** individual receiving the care and named in the agreement.
- **Membership fee-** monthly payment made by the member to SFC, LLC.
- **Provider-** a health care provider employed by SFC, LLC to provide services to the members.
- **Health Care Plan HCP (as used in this agreement)** any medical insurance or third-party insurance that the patient subscribes to.
- **Communications-** as used in this agreement, options include voice, text, email, fax or HIPPA compliant communication through patient portal.
- **PHI-** Personal health information
- **HIPAA-** Health Insurance Portability and Accountability Act
- **SFC, LLC-** Silva Family Center, LLC
- **ACA-** Affordable Care Act
- **Ancillary Fees** – Fees not covered by your Silva Direct program.



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2. Scope of Practice:

At Silva Family Center, DNP, APRN, FNP-C, PMHNP-BC we specialize in family medicine, general medicine, internal medicine, or general pediatrics to provide definitive care to the undifferentiated patient at the point of first contact and take continuing responsibility for providing the patient's comprehensive care. This care may include chronic, preventive, and acute care. You can expect ongoing care for persons with any undiagnosed sign, symptom, or health concern (the “undifferentiated” patient) not limited by problem origin (biological, behavioral, or social), organ system, or diagnosis. Additionally, primary care includes health promotion, disease prevention, health maintenance, counseling, patient education, diagnosis, and treatment of acute and chronic illnesses in a variety of health care settings (e.g., office, inpatient, critical care, long-term care, home care, schools, telehealth, etc.). Primary care provides patient advocacy in the health care system to accomplish cost-effective and equitable care by coordination of health care services. SFC, LLC promotes effective communication with patients and families to encourage them to be an active partner in health care.

3. Confidentiality

Silva Family Center and its staff understand the importance of protecting sensitive personal information. Protecting patient confidentiality is a responsibility shared between technologists and all staff throughout our organization. We have data loss prevention systems in place that monitor network communications for unauthorized transmission of sensitive personal information. Silva Family Center is not responsible for data breaches that occur outside of the office. Meaning if you share your log in and passwords with anyone or they obtain access to your personal communication devices we are not responsible for that breach of data.

4. Insurance:

Silva Direct membership practice is designed to build a strong doctor-patient relationship by returning to highly personalized and comprehensive medical care and removing the insurance and governmental interference. The focus remains on taking the best care for you. It is a membership practice that everyone can afford. The member must acknowledge that neither SFC, LLC nor the provider(s) will bill HCP for the membership fee; nor will we be able to give you a superbill for the membership fee to submit to your HCP. However, we will be able to give you a superbill for the ancillary services not included in the agreement to submit to your HCP which may go towards your deductible. (If you have a high deductible plan). The member must agree NOT to seek reimbursement for the membership fees from HCP due under the terms of this agreement. If this should happen this agreement will terminate immediately

5. Fees:

Membership fees can be paid in full for the entire year or payments due every month. They will be deducted monthly by direct deduction from a valid credit card. The membership fee will be guaranteed for one year from the date of this agreement. Ancillary fees are due at the time the service is performed. We will provide you with a super bill for these services. We also accept Health Saving Cards as revenues can be used as payment for the monthly fees. The payment plan may be cancelled by Silva Family Center and the Service Provider due to NSF (Non-sufficient Funds) or non-payment. You will be liable to pay an **NSF fee of \$25.00**, which may be automatically charged for each NSF. If you decide to cancel your membership there will be a fee of **\$49 for early termination**.



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6. **Terms:**

Unless otherwise specified, this agreement will start on the date the agreement is signed and be valid for one year. The member or SFC, LLC will have the right to terminate this agreement without cause, by giving a 30 (Thirty) day written and signed notice to the other party. Unless terminated, the agreement will be renewed monthly upon the receipt of the monthly membership fee, which is due during the month in which the service will be rendered. The fee will be paid by pre-authorized credit card. Missed payments need to be made by the next visit. If there is a hardship in paying the membership fee, this can be discussed on a case-by-case basis.

7. **Release of Protected Health Information (PHI)**

We are Family Medicine, General Medicine, Internal Medicine, or General Pediatrics Practice. The starting age for patients we see is newborn. Members may authorize us to communicate with parent(s), spouse, family members, or significant other regarding member's Personal Health Information (PHI) as defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Members will need to sign a form listing to whom we can release PHI. SFC, LLC will make every effort to keep communications confidential and secure.

8. **Communication**

Members must agree to use the voice method to contact the office if we have not responded through text, patient portal, and other forms of digital communication. If you have not received a call back within two hours please contact the office at (863) 800-3741. Every effort will be made to answer your concerns within 24 hours. After hours for any urgent care needs, call the office number (863) 800-3741 and the calls will be forwarded to the provider. For non-urgent medical questions contact us through the patient portal, text, or any other form of communication.

9. **Reimbursement:**

If for some reason this agreement is held to be invalid by a court of law, SFC, LLC is required to refund all, or any portion of the monthly fee paid by the member. Also, the member agrees to pay SFC, LLC an amount equal to the reasonable value of the services rendered to the member during the period during which the fees are required to be refunded.

10. **Change in Law:**

If there is a change of any law, regulation or rule, federal, state or local, which affects the Agreement including these Terms & Conditions, which are incorporated by reference in the Agreement, or the activities of either party under the Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights, obligations or operations associated with the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Agreement including these Terms & Conditions. If the parties are unable to reach an agreement concerning the modification of the Agreement within forty-five days after of date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.



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8. Assignment:

This agreement and any rights a member may have under it is **non-transferrable** to another member. You may not transfer or assign this agreement, or your rights under it, to any other person. SFC, LLC may not assign this agreement to a successor medical practice.

9. Relationship of Parties:

The member and SFC, LLC agree that provider(s) and staff in performing his/her duty under this agreement is/are an employee(s) of SFC, LLC as defined by the guidelines of the IRS or Department of Labor.

10. Arbitration:

If there are any disputes arising from this agreement, they shall be referred to arbitration in accordance with the law.

11. Contacting provider or scheduling appointments:

For acute issues after business hours and weekends call the office at (863) 800- 3741 and your call will be forwarded to the provider's personal cell phone. Next business day appointments will be available by calling the office during business hours at (863) 800-3741.

12. Cancellation Notice

We request that you give us a **24-hour notice to cancel your appointment**. Cancellations must be done by phone, email, text, or the patient portal. In the event of no-show, you will still be held responsible for the scheduling fee, and you will be billed. Patients who habitually miss appointments may be subject to suspension of the program without reimbursement (this will be reviewed on a case-by-case basis).

13. Termination of agreement:

This is a non-binding agreement and may be terminated by either party by giving a thirty (30) day written notice or non-payment of monthly membership fee (allowing for a 7-day grace period from payment due date), during which time acute care needs will continue to be addressed by the provider(s) of Silva Family Center. If a member voluntarily terminates the agreement and wants to re-establish care, all past due fees must be paid to re-establish. If a member terminates a second time they will not be allowed to re-establish. The agreement will terminate upon the death of the patient. You have three (3) days from the original sign-up date to cancel this membership without any penalties and receive a full refund of any amount(s) paid if no initial visit was completed. If cancellation after the initial three (3) days have passed, then the enrollment fee will not be refunded.



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14. Services Included:

- Phone/text/virtual consults
- Same-day appointments
- EKG
- Telemedicine
- Annual Physical
- Adult Physicals
- Pediatric Physicals
- Pre-Surgery Clearance
- Minor wound care
- Pregnancy test
- Rapid Strep Test
- Flu Test
- COVID test
- Blood Glucose Test
- Blood Pressure Monitoring
- Urgent care/ Walk-in appointments
- Nutritional Counseling
- Weight Management
- House Calls/home visits
- Joint injections (**at low member-only pricing**)
- Basic Laboratory test such as HgbA1c, lipids, CMP, TSH, PSA, PAP, CBC, U/A (with culture and sensitivity)
- Prescriptions
- Immunizations (**member discounted price**)
- Pap smear (Cervical Cancer screening)
- HIV testing
- Sexual transmitted infection screen
- Child wellness visits
- Ear Wax Removal
- Preventative care
- School/sports physical
- Chronic disease management (e.g., Diabetes, hypertension (high blood pressure), heart disease, asthma, eczema (atopic dermatitis) and COPD.
- Simple dermatology procedures and treatment services.
- Annual wellness exams (including labs)
- Well-Woman exams
- Wellness visits
- Smoking cessation
- Breast Feeding consultation and management.
- Abscess incision and drainage
- Wound repair and sutures
- Vision and Hearing screening



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14. Services **NOT** included in the membership fee, but provided at a discounted cost to be paid at the time of the service include:

- Lab Services- Other than those included in your annual visit or chronic care visit you can obtain lab services at the provider's contracted rate.
- Cardiac treadmill test
- Pulmonary function test
- B12 Injections (price discount available)
- Allergy shots
- Any procedure, diagnostic services, medical consultations performed outside by personnel not employed by SFC, LLC.
- Colonoscopy
- Mammograms
- Imaging – Silva Direct will refer patients out to centers that offer the most reasonable rates.

16. Membership Plan Options and fees:

All monthly plans require a one-time enrollment fee of **\$250 per person** which includes first month membership, the annual physical exam, basic-lab work, and EKG.

<u>Newborn -17 (each minor with member parent)</u>	<u>\$55</u>
<u>Age 18- 34</u>	<u>\$75</u>
<u>Age 35 - 64</u>	<u>\$85</u>
<u>Age 65+</u>	<u>\$95</u>
<u>3 Chronic conditions or more*</u>	<u>\$125</u>
<u>Full-time college student</u>	<u>\$55 (Proof of full-time college enrollment required for every semester)</u>

NOTE:

- If you have three or more chronic conditions the monthly fee is \$125 no matter your age group.
 - **Provider will confirm after initial consultation if three or more chronic conditions are found during initial evaluation.**
- Members of Silva Direct receive 10% off Silva Healthy Minds monthly fee.



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PATIENT UNDERSTANDINGS (initial each):

_____ 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 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.

_____ I further understand that upon termination of my membership, for any reason, pre-paid future monthly membership fees will be refunded within 30 days. For example, if in January, I prepay for the entire year, and my membership terminates in April, the Practice will refund me the full amount I paid less than four times my monthly periodic fee.

_____ I understand that fees are billed on the first of the month for the whole month, so my membership remains intact until the last day of the month that I cancel my membership.

_____ I understand that I must pay for each membership month with an auto-deduct option on a credit or debit card. This will be auto deducted on the last day of the month prior to the month that is being paid for. Otherwise, I will be billed on a yearly basis.

_____ I understand this agreement is **not an insurance plan/not a Health Coverage Plan (HCP)** and is **not a substitute** for HCP.

Member Name/ Parent or Legal Guardian: _____

SFC, LLC

Print

Print

Sign

Sign

Date

Date

For Office use ONLY:

Check One

Plan Start Date: _____

Plan End Date: _____

Billing Date: _____

Newborn -17 (each minor with member parent)	\$55	<input type="checkbox"/>
Full-time college student	\$55	<input type="checkbox"/>
Age 18- 34	\$75	<input type="checkbox"/>
Age 35 - 64	\$85	<input type="checkbox"/>
Age 65+	\$95	<input type="checkbox"/>
3 Chronic Conditions or More	\$125	<input type="checkbox"/>

Minor Member Name: _____ DOB _____