

## **Patient Agreement Doctor By The Bay, L.L.C.**

This is an agreement between Doctor By The Bay, LLC a professional corporation, located at 902 Thomas Drive, Panama City Beach FL 32408. **(Doctor By The Bay)**, Jeffery Johns DO **(Physician)** in his capacity as an agent of Doctor By The Bay, and you, (Patient).

### **Background**

The Physician, who specializes in family medicine, osteopathic manipulative treatment, and neuromusculoskeletal medicine, delivers care at the address set forth above. In exchange for certain fees paid by you, Doctor By The Bay through its Physician, agrees to provide patient with the services described in this agreement on the terms and conditions set forth in the agreement.

### **Definitions**

- 1.) Patient.** A patient is defined as those persons for whom the Physician shall provide services, and who are signatories to, or listed on the documents attached as Appendix 1, and incorporated by reference to this agreement.
  
- 2.) Services.** As used in this agreement, the term Services, shall mean a package of both medical and non-medical, and certain amenities (collectively “Services”), which are offered by Doctor By the Bay and set forth in Appendix 1.
  
- 3.) Terms.** This agreement shall commence on the date signed by the parties below and shall continue for a period of one month, automatically renewed.
  
- 4.) Fees.** In exchange for the services described herein, patient agrees to pay Doctor By The Bay, the amount as set forth in Appendix 1, attached. This fee is payable upon execution of this agreement, and is in payment for the services provided to the patient during the term of this agreement. If this agreement is cancelled by either party before the agreement termination date, then Doctor By The Bay, shall refund the patient’s prorated share of the original payment, remaining after deducting individual charges for services rendered to patient up to cancellation.
  
- 5.) Non-Participation in Insurance.** Patient acknowledges that neither Doctor By The Bay nor the Physician participate in any health insurance or HMO plans or panels. Neither of the above make any representations whatsoever that as any fees paid under this agreement are covered by your health insurance or other third party payment plans applicable to the patient. The patient shall retain full and complete responsibility for any such determination. If the patient is eligible for Medicare, or during the term of this agreement becomes eligible for Medicare, then patient will sign the agreement attached as Appendix 2, and incorporated by reference. This agreement acknowledges your understanding that the physician has opted out of Medicare, and as a result, Medicare cannot be billed for any services performed for you by the physician. You

agree not to bill Medicare or attempt Medicare reimbursement for any such services. Patient shall renew and sign the agreement in Appendix 2 yearly.

**6.) Insurance or Other Medical Coverage.** Patient acknowledges and understands that this agreement is not an insurance plan, and not a substitute for health insurance or other plan coverage (such as membership in HMO). It will not cover hospital services, or any other services not personally provided by Doctor By The Bay, or its Physician. Patient acknowledges that Doctor By The Bay has advised the patient to obtain or keep in full force such health insurance policy(ies) or plans that will cover patient for general healthcare costs. Patient acknowledges that this agreement is not a contract that provides health insurance, and this agreement is not intended to replace any existing or future health insurance or health plan coverage that patient may carry.

**7.) Term, Termination.** This agreement will commence on the date first written above and will extend monthly thereafter. Notwithstanding the above, both patient and Doctor By The Bay shall have the absolute right to terminate the agreement, without the showing of any cause for termination, upon giving 30 days prior written notice to the other party. Unless previously terminated as set forth above, at the expiration of the initial one month term (and each succeeding monthly term), the agreement will automatically renew for successive monthly terms upon the payment of the monthly fee at the end of the contract month.

**8.) Communication.** You acknowledge that communications with the Physician using email, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. As such, you expressly waive the Physician's obligation to guarantee confidentiality with respect to correspondence using such means of communication. You acknowledge that all such communications may become a part of your medical records.

By providing patient's email address on the attached Appendix 1, patient authorizes the Doctor By The Bay, and its Physician to communicate with patient by email regarding patient's "protected health information" (PHI) [ as that term is defined in the Health Insurance Portability and Accountability Act (HIPPA) of 1996 and its implementing regulations] By inserting patient's email address in Exhibit 1, patient acknowledges that:

- (a) E-mail is not necessarily a secure medium for sending or receiving PHI and, there is always a possibility that a third party may gain access.
- (b) Although the physician will make all reasonable efforts to keep e-mail communications confidential and secure, neither Doctor By The Bay, nor Physician can assure or guarantee the absolute confidentiality of e-mail communications;
- (c) In the discretion of the Physician, e-mail communication may be made a part of patient's permanent medical record; and;
- (d) Patient understands and agrees that E-mail is not an appropriate means of communicating regarding emergency or other time sensitive issues or for inquiries regarding sensitive information. **In the event of an emergency, or a situation in which the member could reasonably expect to develop into an emergency, Member shall call 911 or the nearest emergency room, and follow the directions of emergency personnel.**

If patient does not receive a response to an e-mail message within one day, patient agrees to use another means of communications to contact the Physician. Neither Doctor By The Bay, nor the Physician will be liable to patient for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding patient as a result technical failures, including but not limited to, (i) technical failures attributable to any internet service provider, (ii) power outages, failure of any electronic messaging software, or failure to properly address e-mail messages, (iii) failure of the Practice's computer or computer network, or faulty telephone or cable data transmission, (iv) any e-mail interception by a third party; or (v) your failure to comply with the guidelines regarding use of e-mail communications set forth in this paragraph.

**9.) Change of Law.** If there is a change of law, regulation or rule, federal, state, or local, which affects the agreement including the Terms & Conditions, which are incorporated by reference in the Agreement, or the activities either party under the agreement, or any change in the administration 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 the party's rights, obligations, or operations associated with the Agreement, then that party may, upon written notice, require the 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 the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.

**10.) Sever-ability.** If for any reason any provision of this agreement shall be deemed, by a court of competent jurisdiction, to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the Agreement shall not be affected, and that provision deemed modified to the minimum extent necessary to make that provision consistent with applicable law and in it's modified form, and that provision shall then be enforceable.

**11.) Reimbursement for services rendered.** If this Agreement is held invalid for any reason, and if Doctor By The Bay is therefore required to refund all or any portion of the monthly fees paid by the Patient, Patient agrees to pay Doctor By The Bay an amount equal to the reasonable = value of Services actually rendered to Patient during period of time for which refunded fees were paid.

**12.) Amendment.** No amendment of this Agreement shall be bonding on a party unless it is made in writing and signed by all the parties. Notwithstanding the forgoing, The Physician may unilaterally amend the Agreement to the extent required by federal, state, or local law or regulation ("Applicable Law") by sending YOU 30 days advance written notice of any such change. Any such changes are incorporated by reference into this agreement without the need for signature by the parties and are effective as of the date established by Doctor By The Bay, except that Patient shall initial any such change at Doctor By the Bay' request. Moreover , If Applicable Law requires this Agreement to contain provisions that are not expressly set forth in this Agreement, then, to the extent necessary, such provisions shall be incorporated by reference into this Agreement and shall be deemed a part of this Agreement as though they had been expressly set forth in this Agreement.

**13.) Assignment.** This Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient.

**14.) Relationship of Parties.** Patient and Physician intend and agree that the Physician, in performing his duties under this Agreement, is an independent contractor, as defined by the guidelines promulgated by the United States Department of Labor, and the Physician shall have the exclusive control of his work and the manner in which it is performed.

**15.) Legal Significance.** Patient acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Patient also acknowledges having had a reasonable time to seek legal counsel advice regarding the Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of the Agreement.

**16.) Miscellaneous.** This Agreement shall be construed without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. Captions in this Agreement are used for convenience only and shall not limit, broaden, or qualify the text.

**17.) Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter of this agreement.

**18.) Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Florida and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Doctor By The Bay' address in Panama City Beach, FL.

**19.) Service.** All written notices are deemed served if sent to there address of the party written above or appearing in Exhibit A by first class U.S. mail.  
The parties have signed duplicate counterparts of this Agreement on the date written above.

Doctor By The Bay

Jeffery W. Johns DO  
Owner of Doctor By The Bay, LLC  
Date

Patient  
Date