

Completing the form does NOT finalize your membership.  
*We will contact you prior to starting service\*.*

*\*If your **EMPLOYER**  
sponsors your membership, your fees may be shared with them.*

### **Legacy Advanced Health, LLC**

This Membership Agreement (the "Agreement") is entered into between Legacy Advanced Health, LLC, a Florida limited liability company located at 9864 Grand Verde Way #1507 ("Legacy Advanced Health"), and, the individual agreeing to the terms hereof ("Patient" or "You") and is effective as of the date this Agreement electronically agreed to by Patient (the "Effective Date").

### **Background**

Legacy Advanced Health, which specializes in providing family medicine, delivers care at various facilities as set forth on the [www.legacyadvancehealth.com](http://www.legacyadvancehealth.com) website which may be modified from time to time. In exchange for certain fees paid by You to Legacy Advanced Health, Legacy Advanced Health agrees to provide You the Services described in this Agreement on the terms and conditions set forth herein.

### **Agreement – Notices**

THIS AGREEMENT IS NOT, AND SHALL NOT, BE CONSTRUED AS INSURANCE OR AN INSURANCE POLICY. THE ADMINISTRATOR OF THIS membership is Legacy Advanced Health  
9864 Grand Verde Way #1507 Boca Raton, FL 33428

A LISTING FOR Legacy Advanced Health WILL BE UPDATED AT LEAST SEMI-ANNUALLY AND IS AVAILABLE UPON REQUEST.

SUBJECT TO SECTION 1 HEREOF, PATIENT MAY RECEIVE A REFUND IF PATIENT

CANCELS THIS AGREEMENT WITHIN 30 DAYS OF SIGNING THIS AGREEMENT.

### **Agreement – Remaining Terms**

Services, Fees, and Proration. As consideration for Legacy Advanced Health's provision of the Services as set forth on website, Patient agrees to pay Legacy

Advanced Health a monthly fee. **PAYMENTS:** If you are not part of an employer-sponsored plan, there is one time \$130 enrollment fee (per member, each additional family member \$50 enrollment fee per member). Payment of this fee and the initial month's membership is required before first visit or start of service. Future payments will be made with auto-payment monthly with a credit/debit card. Patient shall be required to prepay the first Month.

**Fee upon execution** of, or, electronic agreement to, this Agreement. If this

Agreement is **cancelled** by either party which **require 30 days written notice** to [info@legacyadvancedhealth.com](mailto:info@legacyadvancedhealth.com) then Legacy Advanced Health shall refund

the Patient's prorated amount of the Monthly Fee remaining after deducting individual charges for Services rendered to Patient during such month prior the date of cancellation.

### **Membership Fees**

Our membership fee(s) is started upon enrollment. Membership fees are paid **monthly** on an ongoing basis until cancellation. Payment of membership fees is required to remain an active member and receive service.

ALL members **must enroll for *Auto-Pay of invoices with a Credit or Debit Card***. Due to our low staff and low overhead business model we cannot invoice or bill for membership. You will be charged the same time monthly as your start date.

Memberships require NO LONG-TERM CONTRACTS or commitments. However, cancellation and re-enrollment will require a fee as noted below.

### **Cancellation**

You may cancel your membership at any time for any reason by email [info@legacyadvancedhealth.com](mailto:info@legacyadvancedhealth.com).

All charges, including membership fees, will continue to accrue until notice of cancellation is given.

### **Re-Enrollment**

If a member discontinues membership - by choice or lack of payment -the member may rejoin Legacy Advanced Health in the future but will be required to pay a **“Re-Enrollment” fee of \$200** per member in addition to other standard charges to re-establish your membership(s) as active.

### **Service Fees**

All services not covered by membership fees (e.g. after-hours visit, non-covered labs, etc.) Will be required to be *PAID IN-FULL AT THE TIME OF SERVICE*. Members may pay by cash, or credit/debit card. We do not accept checks.

**Non-Participation in Insurance.** Patient acknowledges and agrees that neither

Legacy Advanced Health, nor any of its providers participate in any health insurance

or HMO plans or panels; however, we have recently applied to become a Medicare provider.

This is to notify that we will not accept members into a Direct Patient Care membership plan if they have Medicare. **WE DO NOT BILL MEDICARE IF YOU ARE PAYING A DIRECT PATIENT CARE MEMBERSHIP.**

Neither Legacy Advanced Health, nor any of its providers, make any 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 and that Patient shall retain full and

complete responsibility for making any such determination.

**If Patient is eligible for Medicare, or, during the term of this Agreement Patient becomes eligible for**

**Medicare, then Patient hereby agrees and acknowledges that Patient shall promptly**

**inform Legacy Advanced Health of such event in writing** and promptly sign the

acknowledgement attached hereto as whereby Patient acknowledges

Patient’s understanding that Legacy Advanced Health WILL PROMPTLY REMOVE MEDICARE PARTICIPANT FROM OUR MEMBERSHIP PLAN AND WE WILL NOT BILL MEDICARE,

and as a result, Medicare cannot be billed for any Services performed by Legacy

Advanced Health WHILE LISTED AS A DIRECT PATIENT CARE MEMBERSHIP RECIPIENT. Patient agrees that it shall not bill Medicare or attempt Medicare reimbursement for any such Services provided by Legacy Advanced Health PRIOR TO NOTIFYING LEGACY ADVANCED HEALTH IN WRITING OR WHILE PAYING A MEMBERSHIP. In the instance Patient is or becomes eligible for Medicare, Patient shall be

obligated to annually renew and sign the acknowledgement attached hereto as

**Insurance or Other Medical Coverage.**

“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.” or other health plan coverage such as membership in an HMO. This Agreement does not provide any coverage for hospital services, or, any other services not provided by Legacy Advanced Health or the Legacy Advanced Health providers.

Patient acknowledges that Legacy Advanced Health has advised Patient to obtain or keep in full force such health insurance policy(ies) or plans in order to provide Patient adequate coverage in the event Patient shall need any medical services, procedures or medications which are NOT the Services provided by Legacy Advanced Health.

Patient hereby acknowledges that this Agreement is not a contract which provides health insurance, and, this Agreement is NOT intended to replace any existing or future health insurance or health plan coverage that Patient may otherwise enroll.

**Termination.** This Agreement shall commence on the Effective Date and shall automatically renew on a month to month basis thereafter so long as the Monthly Fee is properly remitted to Legacy Advanced Health. Notwithstanding the

foregoing, both Patient and Legacy Advanced Health shall have the absolute and unconditional right to terminate the Agreement upon giving the other party **thirty (30) days prior written notice**. In the event this Agreement shall terminate, any other Agreement shall also terminate as of such termination.

**Communications.** You acknowledge that your communications with Legacy Advanced Health using electronic mail, facsimile, video chat, instant messaging, and cell phone is not guaranteed to provide secure or confidential methods of communications. As such, Patient hereby expressly waives Legacy Advanced Health and any of its providers' obligation to guarantee confidentiality with respect to such communications. You agree and acknowledge that all such communications may become a part of your medical records.

By providing Patient's electronic mail address upon enrollment, Patient hereby authorizes Legacy Advanced Health, and its providers to communicate with Patient by electronic mail regarding Patient's "protected health information" ("PHI") (as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and its implementing regulations). By providing Patient's electronic mail address.

Patient agrees and acknowledges that:

Electronic 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 to such PHI through Patient's and Legacy Advanced Health's use of electronic mail to transmit such PHI; Although Legacy Advanced Health will make all reasonable efforts to keep electronic mail, facsimile, video chat, instant messaging, and cell phone communications confidential and secure, neither Legacy Advanced Health nor any of

its providers can assure or guarantee the absolute confidentiality of such communications;

In the discretion of Legacy Advanced Health, communications may be made a part of Patient's permanent medical record; and

Patient understands and agrees that electronic mail is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information. In the event of an emergency, or a situation in which Patient's condition could develop into an emergency, Patient agrees and acknowledge that Patient shall immediately call 911 or visit the nearest emergency room and follow the directions of emergency personnel.

If Patient does not receive a response to an electronic mail message within one day, Patient hereby agrees to use another means of communication to contact Legacy Advanced Health. Neither Legacy Advanced Health nor any of its providers shall be liable to Patient for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Patient as a result of technical failures or failures to respond to such communications, including, but limited to, (i) technical failures attributable to any internet service provider, (ii) power outages, failure of any electronic messaging software; (iii) Legacy Advanced Health's failure to timely or accurately respond to electronic mail messages, (iv) failure of Legacy Advanced Health's computers or computer network, or faulty telephone or cable data transmission, (v) any interception of electronic mail communications by a third-party; or (vi) Patient's failure to comply with the Legacy Advanced Health policies regarding use of electronic mail communications.

**Change of Law.** If there is a change of law, regulation or rule, federal, state or local, which affects this Agreement, or affects the rights and responsibilities of either party under the Agreement, or there is any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that such change will have an adverse effect on that party's rights and responsibilities associated with this Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of the Agreement within thirty (30) days after providing written notice to such party, then either party may immediately terminate the Agreement by notifying the other party in writing of the termination of this Agreement.

Reimbursement for Services Rendered. If (i) Patient terminates this Agreement on a date which is not the last day of such month and Patient is thus entitled to a adequate opportunity to confer with legal counsel regarding this Agreement and has either chosen not to confer with legal counsel or has done so and is satisfied with the provisions of this Agreement.

Miscellaneous

Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof. It supersedes any and all other agreements, either oral or written, between Legacy Advanced Health and its affiliates and Patient with respect to the subject matter hereof, and contains all of the covenants and agreements between the parties relating in any way to services provided in this Agreement. No course of dealing

between Legacy Advanced Health and Patient, or any waiver by either party of a breach of any provision of this Agreement, or delay in exercising any right under this Agreement shall operate or be construed as a waiver of any subsequent breach by either party.

1. **Governing Law.** This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the law of the State of Florida without regards to the conflicts of law principles of any jurisdiction.

2. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

3. **Effect.** Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, successors and permitted assigns.

4. **Captions.** Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

5. **Dispute Resolution.** Each party recognizes that compliance with the terms of this Agreement may give rise to the need to resolve disputes between the parties. Each party wishes to avoid the expense and disruption caused by lawsuits and therefore agrees to attempt to first resolve disputes through direct negotiation with each other. If this fails, the parties agree to submit their dispute to a third-party mediator jointly selected by the parties. If the parties are unable to select a mediator, then



the parties shall consult with the American Arbitration Association who shall independently select a mediator and this selection shall be binding on the parties. The parties agree to work cooperatively with the mediator in exploring and implementing appropriate alternative resolution procedures whereby the parties can reach an early and effective resolution of their dispute. All expenses related to mediation shall be split evenly between the parties. If a resolution is not reached within sixty (60) days after the parties submit their dispute to the mediator or if any party to the dispute believes that the finding and opinions of the mediator are not satisfactory, then any party may proceed with litigation and pursue any and all appropriate legal remedies permitted by law. All dispute resolution proceedings and litigation shall be conducted in State court in the counties of Florida or the Federal District Court of appropriate jurisdiction for Florida.

**Waiver of Trial by Jury.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTER-CLAIM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY MATTER ARISING HEREUNDER.

Notices. All notices, demands or requests required or permitted under this Agreement must be in writing, and shall be made by hand delivery, certified mail, or overnight courier service. The address to send such materials to Legacy Advanced Health, LLC is 9864 Grand Verde Way #1507 Boca Raton, FL 33428 and, the address to send such materials to Patient shall be Patient's address as provided by Patient.

6. **Survival.** The Parties' obligations under Sections 2, 3, 7, 10, 11 and 12 shall survive any termination of this Agreement.

7. **Prevailing Party Legal Fees.** The prevailing party shall be entitled to recover, in

addition to any other amounts awarded, an amount for legal and other related costs and expenses, including attorneys' fees, incurred thereby that is reasonable and equitable in relation to the award.

The parties hereby affix their electronic signature and acknowledgment to be bound to the terms of this Agreement.

Legacy Advanced Health, LLC

By: [Electronically Agreed to by Legacy Advanced Health, LLC]

Pamela Manning, CEO

Patient:

[Electronically Agreed to by Patient]

### **Services**

As used in this Agreement, the term "Services" shall mean those medical services that Legacy Advanced Health, or its providers, are permitted to perform under the laws of the State of Florida and that are consistent with a Legacy Advanced Health provider's training and experience as a family medicine provider. Legacy Advanced Health membership includes all services that are typically offered in a family practice office such as:

- Urgent (non-life threatening) Care;
- Pediatric care;
- Adult medicine and wellness care;
- Chronic disease management (high blood pressure, diabetes, cholesterol etc.);
- Preventative medicine care;
- Sports medicine;
- Minor wound repair (including: stitches, or surgical glue);
- All office minor procedures (such as skin tag removal, wart removal, etc.);

- Routine Physicals (including: sports, school, work, etc.);

*Also included in the membership is (most routine labs/blood work, unlimited visit, and access to low-cost medication.*

- Optional telemedicine access to your physician via phone, video chat, text (Extra cost)
- Optional Pulmonary Function Testing (Extra cost)

Legacy Advanced Health, LLC will be close on major holidays and will not be available to provide the Services referred to above in this agreement. During such times, Patient's calls to Legacy Advanced Health or to a Legacy Advanced Health provider may be directed to a telemedicine provider who may be available; however, in an emergency event that such services are not available, call 911 or go to the nearest emergency room.

Non-Medical, Personalized Services. Legacy Advanced Health shall also provide Patient with the following non-medical Services:

- 24/7 Access (extra cost). Patient shall have access to Legacy Advanced Health via instant messaging and video chat. Patient shall also have direct telephone access to Legacy Advanced Health on a twenty-four hour per day, seven days per week basis. Patient shall be given a phone number where Patient may reach, or leave a message with a Legacy Advanced Health provider.

- E-Mail Access. Patient shall be provided Legacy Advanced Health's e-mail address to which non-urgent communications can be addressed.

- No Wait or Minimal wait Appointments. Reasonable efforts shall be made to assure that Patient is seen by a Legacy Advanced Health provider within a reasonable time after arriving for a scheduled office visit or after only a minimal wait. If Legacy Advanced Health foresees a minimal wait time,

Patient may be contacted and advised of the projected wait time.

● Same Day/Next Day Appointments. When Patient call or e-mails Legacy Advanced Health prior to noon on a normal office day (Monday through Friday) to schedule an appointment, a reasonable effort shall be made to schedule an appointment with a Legacy Advanced Health provider on the same day. If the Patient calls or e-mails Legacy Advanced Health after noon on a normal office day (Monday through Friday) to schedule an appointment, a reasonable effort shall be made to schedule an appointment with a Legacy Advanced Health provider on the following normal office day.

● Specialist. Where reasonable, a Legacy Advanced Health provider will make reasonable efforts to coordinate with medical specialists to whom Patient is referred to assist Patient in obtaining specialty care. Patient understands that fees paid under this Agreement **DO NOT** include and **DO NOT cover** specialist fees or fees due to any medical professional other than Legacy Advanced Health.

#### Medicare Agreement

This Medicare Agreement (“Agreement”) is entered by and between Legacy Advanced Health, LLC, a Florida limited liability company, operated by Pamela Manning, ARNP, (the “Provider”), whose principal medical office is located at 1515 N University Dr. #120 Coral Springs, Florida 33071, and

\_\_\_\_\_, a beneficiary enrolled in Medicare Part

B (“Beneficiary”), who resides at \_\_\_\_\_,

\_\_\_\_\_, Florida \_\_\_\_\_.

#### Introduction

Members of Direct patient care cannot be participating in Medicare while paying a direct patient care membership with Legacy Advance Health and **is urged to notify of us immediately if you become**

**eligible** for Medicare. Please email us at [info@legacyadvancedhealth.com](mailto:info@legacyadvancedhealth.com) and call our number to notify us of the change. You agree to not bill Medicare for the services that was done while listed as a member of direct patient care and Legacy Advanced Health will not bill our membership clients for Medicare.

This Agreement is limited to the financial agreement between Provider and Beneficiary and is not intended to obligate either party to a specific course or duration of treatment.

#### Provider Responsibilities

- (1) Provider agrees to provide Beneficiary such treatment as may be mutually agreed upon and at mutually agreed upon fees.
- (2) Provider agrees not to submit any claims under the Medicare program for any items or services, even if such items or services are otherwise covered by Medicare during direct patient care membership.
- (3) Provider agrees not to execute this contract at a time when Beneficiary is facing an emergency or urgent healthcare situation.
- (4) Provider agrees to provide Beneficiary with a signed copy of this document before items or services are furnished to Beneficiary under its terms. Provider also agrees to retain a copy of this document for the duration.
- (5) Provider agrees to submit copies of this contract to the Centers for Medicare and Medicaid Services (CMS) upon the request of CMS.

#### Beneficiary Responsibilities

- (1) Beneficiary agrees to pay for all items or services furnished by Provider and understands that no reimbursement will be provided under the Medicare program for such items or services while listed as a direct patient care membership plan.
- (2) Beneficiary understands that Medicare client is listed separate from the membership clients no limits under the Medicare program apply to amounts that may be charged by Provider for such items or services for the Medicare listed ONLY clients.
- (3) Beneficiary agrees not to submit a claim to Medicare and not to ask Provider

to submit a claim to Medicare for our Direct Patient Membership plan.

(4) Beneficiary understands that Medicare payment will not be made for any items or services furnished by Provider that otherwise would have been covered by Medicare if there were no private contract and a proper Medicare claim had been Submitted as with our Direct Patient Membership clients.

(5) Beneficiary understands that CMS has the right to obtain copies of this contract upon request.

#### Medicare Exclusion Status of Provider

Beneficiary understands that Provider has not been excluded from participation under the Medicare program under section 1128, 1156, 1892, or any other sections of the Social Security Act.

#### Duration of the Contract

This contract becomes effective on \_\_\_\_\_, 20\_\_, and will continue in effect until \_\_\_\_\_, 20\_\_. Either party may terminate treatment with 30-days' notice to the other party. Notwithstanding this right to terminate treatment, both Provider and Beneficiary agree that the obligation not to pursue Medicare reimbursement for items and services provided under this contract for our Direct Patient Membership clients will survive this contract with exception to those Medicare clients.

#### Successors and Assigns

The parties agree that this agreement will be fully binding on their heirs, successors, and assigns.

Provider and Beneficiary intend to be legally bound by signing this agreement on the date set forth below.