PATIENT-PROVIDER AGREEMENT FOR DRIECT PRIMARY CARE SERVICES

This is an Agreement between ENCOMPASS CARE GROUP, LLC and you, the Patient.

BACKGROUND

Encompass Care Group, LLC representing various specialties through its Providers (i.e.,, adult, family, geriatric, behavioral or women's health), delivers primary care within identified United States territories. In exchange for monthly membership fees, Encompass Care Group, LLC through its Providers, agrees to provide You (Patient) with the services described in this agreement on the terms and conditions contained therein.

DEFINITIONS

● **Patient**—individual receiving the care and named in the agreement.
● **Provider**—a health care provider (physician, nurse practitioner or physician's assistant) contracted by Encompass Care Group, LLC to provide services to the patient.
● **Membership Fee—**monthly payment made by the member to Encompass Care Group, LLC for services provided by Encompass Care Group, LLC to patient.
● **Communications**—as used in this agreement include telemedicine in the forms of video, audio, telephone, email and messaging through Tebra patient portal for HIPAA compliance.
● **CME**- Continuing Medical Education
● **DPC-** Direct Primary Care
● **HIPAA**- Health Insurance Portability and Accountability Act

2. What We Will Do.

Encompass Care Group, LLC Direct Primary Care services provides You with primary care services on an ongoing basis for semi-acute, chronic, and wellness issues. We will work with you to develop a care plan that meets your needs, based on discussion and interaction with your Provider. We will meet with you via telemedicine (whether, by video, audio, email, or phone as appropriate). In some instance, you may live close to a participating providers office where in person visits can be conducted. We will strive to understand your needs and concerns and work with you to make you healthier.

3. WE ARE NOT INSURANCE and WE DO NOT BILL INSURANCE

Our Direct Primary Care membership practice is designed to build a strong provider-patient relationship by returning to highly personalized and attentive medical care unhampered by insurance and governmental regulations. The focus remains on the best care for you. It is a membership practice that everyone can afford. It is NOT Concierge Medicine, nor is it Insurance. To keep our membership costs low, Encompass Care Group, LLC has made a conscious decision TO NOT ACCEPT OR PARTICIPATE IN ANY INSURANCE PRODUCTS OR PROGRAMS of which the member may be a subscriber. Thus, membership fees may not be submitted for reimbursement from any insurance or other health care benefit program or payor. This prohibition applies whether the insurance program is private (commercial) or public (Medicare, Medicaid). This prohibition does not pertain to Encompass Care Group, LLC services outside of the Direct Primary Care membership.

Direct Primary Care pairs well with a high deductible plan or health care sharing organization. We encourage members to have a healthcare plan for using medical services, outside the provisions of this agreement.

Laws and regulations are changing regarding the use of Health Savings or Flexible Spending accounts for membership fees. Employer benefits may also cover DPC membership fees. NP cannot give definitive on this matter. Please contact your employer, tax advisor, or health insurance representative regarding the use of HRA, HSA, FSA, medical reimbursement plan, or cafeteria plan benefits to pay Your membership fees.

3. Medicare and Medicaid Patients:

The patient must agree NOT to seek reimbursement for the membership fees in this agreement from any health care plan, including Medicare or Medicaid. If the Patient submits membership fees for insurance reimbursement, this agreement will terminate immediately. However, Patients may use their insurance for payment of labs, diagnostic tests, radiology, medications, pathology, and other ancillary services provided by third parties outside Encompass Care Group, LLC

4. Term. This Agreement will last for one year, starting on date of signature. Cost of Membership will be guaranteed for one year from the date of this agreement.

5. **Renewal.** This Agreement will automatically renew each year on the anniversary date of the agreement, unless either party cancels the Agreement by giving written cancellation notice.

6. Termination. This is a non-binding agreement and may be terminated by either party by giving a 24- hour written notice.

If a member voluntarily terminates the agreement and wants to re-establish care, all past unpaid fees must be paid to re-establish and a $100 re-enrollment fee will be applied. If a member terminates a second time they will not be allowed to reestablish. The agreement will terminate upon the death of the patient or physician.

7. Fees:

In exchange for Services (Appendix A), You agree to pay Encompass Care Group, LLC a membership fee monthly/ or in full for the entire year (Appendix B- “Membership Fees”).

Payments are due the 1st of every month. They will be deducted monthly by Encompass Care Group, LLC from a valid debit or credit card. Patient must notify Encompass Care Group, LLC of any changes in payment information.

Services will start immediately upon enrollment (paperwork completed and enrollment fee paid).

a) If this Agreement is cancelled by either party before the Agreement ends, we will review and settle your account as follows:

- (i) You will have access to services during the month you have paid through. Example, if you paid April 1st and terminate services April 15th, you will have access to services through April 30th. Your April dues will not be pro-rated back to you.

- (ii) If you have paid annually, you will be prorated back the funds for the unused months. Example, if you paid a year in full January 1st and terminate services April 15th, you will have access to services through April 30th and will be refunded May- December's fees.

- (iii) If Value of the Services you received over the term of the Agreement exceeds the amount You paid in membership fees, you shall reimburse Encompass Care Group, LLC in an amount equal to the difference between the value of the services received and the amount You paid in membership fees over the term of the Agreement. The Parties agree that the value of the services is equal to the Encompass Care Group, LLC usual and customary fee-for-service charges. A copy of these fees is available on request.
  Example, if Patient enrolls January 1st and is paying monthly and decides to terminate March 31st, he or she can do so with 24 hours written notice. But if Patient has utilized services six times, the Patient will reimburse Encompass Care Group, LLC for the value of six visits, minus the 3-month membership fees.

8. Payments and Refunds- Amount and Methods

Missed payments are given a 7-day grace period. During lapse in payment, services cannot be rendered until account balances are paid in full. If there is a hardship in paying the membership fee, this can be discussed on a case-by-case basis. Such payment concerns must be communicated by the patient to Anna Yoder before the payment due date for review. Delinquent payments after the 7-day grace period will incur termination. Re-establishment of membership enrollment will incur the re-enrollment fee.

9. Communication/Confidentiality:

Encompass Care Group, LLC will make every effort to keep communications confidential and secure. The Tebra Patient Portal is the primary means of video and electronic communication and is HIPAA compliant. All health related emails and messaging must occur through this platform. We will not communicate through public email platforms (i.e. Gmail, Hotmail, etc.) unless nonmusical or consent signed differently. Telephone communications will frequently be used. Should Tebra's platform fail, other means of communication (facetime, duo, google meet) may be used and are not guaranteed to be secure and confidential. Any decision between Patient and Provider to text message on a mobile device or e-mail outside of Tebra's patient portal is not considered secure and Encompass Care Group, LLC is not liable for security.

Member 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. Member will need to list and sign at the bottom of this form to whom we can release PHI. Encompass Care Group, LLC will make every effort to keep communications confidential and secure.

Communication Priorities:

1. For **NON-URGENT** needs, contact us through the HIPAA compliant Tebra's patient portal. Every effort will be made to respond within 2-3 business days. If your medical issue has not received a response within 3 business days, Encompass Care Group, LLC

DPC is not liable to patient for any loss, cost, or injury caused by or resulting from delay. Patient portal messaging is for **NON-URGENT** needs.

2. For **URGENT** needs please call your Provider's office number and leave a message. Voicemail messages are checked daily, and every effort is made to return your call within 24 business hours. Every effort will be made to return your call within 24 business hours. Encompass Care Group, LLC is not liable to patient for any loss, cost, or injury caused by or resulting from delay.

3. For **EMERGENT** medical or life-threatening needs, Patient must agree to use 911 or seek care at an emergency.

4. Business hours are Monday thru Friday, 8am – 5pm EST, unless otherwise specified by Your provider.

10. Change in Law:

If there is a relevant change of law, regulation, or rule (Federal, State, or local) which affects this agreement, then changes or modifications of this agreement may take place to reflect the changes in the law.

11. Reimbursement for Services Rendered:

If this Agreement is held to be invalid for any reason, and Encompass Care Group, LLC is required to refund fees paid by You, you agree to pay the Encompass Care Group, LLC an amount equal to the fair market value of the medical services You received during the time for which the refunded fees were paid.

12. Assignment:

This agreement and any rights a member may have under it is non transferrable to another member.

13. Relationship of Parties:

The Patient and Encompass Care Group, LLC agree that providers (s) and staff in performing his/her duties under this agreement are contract workers of Encompass Care Group, LLC, as defined by the guidelines of the IRS or Department of Labor and responsible for their own work.

14. Arbitration:

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

15. Scope of Practice:

Encompass Care Group, LLC provides family medicine health through its individually contracted providers. If a particular provider does not feel comfortable that your issue is within his/her scope of practice, we will attempt to find a provider within Encompass Care Group, LLC who can address your concern to prevent you from incurring additional expenses. If Encompass

Care Group, LLC providers are unable to address your medical needs, your provider will provide you a referral to an appropriate provider, or request you see a provider of your choice, or to an outside provider via referral.

16. Scheduling Appointments:

All appointments are made online, (including same and next day appointments) at www.encompass.care

17. Continuing Medical Education & Provider Absence

From time to time, Providers (s) contracted through Telehealth will need to take time off for vacation, CME, personal emergency and/or are temporarily unavailable to provide the services referenced in this agreement. In the event of your Provider's absence during usual business hours, you may

- Message your provider through the patient portal for non-urgent matters
- Telephone your provider for urgent matters
- Go to urgent care for all urgent matters requiring an in-person visit
- Use 911 for all medical emergencies

18. Legal Significance. You acknowledge that this Agreement is a legal document and gives the parties certain rights and responsibilities. You also acknowledge that You have had a reasonable time to seek legal advice regarding the Agreement and have either chosen not to do so or have done so and are satisfied with the terms and conditions of the Agreement.

17. Miscellaneous. This Agreement shall be construed without regard to any rules requiring that it be construed against the party who drafted the Agreement. The captions in this Agreement are only for the sake of convenience and have no legal meaning.

18. Entire Agreement. This Agreement contains the entire agreement between the parties and replaces any earlier understandings and agreements whether they are written or oral.

19. **No Waiver.** In order to allow for the flexibility of certain terms of the Agreement, each party agrees that they may choose to delay or not to enforce the other party's requirement or duty under this agreement (for example notice periods, payment terms, etc.). Doing so will not constitute a waiver of that duty or responsibility. The party will have the right to enforce such terms again at any time.

19. Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, epidemics, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority; provided, however, that

the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

21. Jurisdiction. This Agreement shall be governed and construed under the laws of the city and county of Boston, MA, Denver, CO or Norwalk, CT, respectively, in which the office of Encompass Care Group, LLC is located. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Encompass Care Group, LLC.

APPENDIX A

SERVICES PROVIDED

Medical Services

- Caring for **chronic disease conditions and medication monitoring**- assess health regarding specific health conditions (i.e. diabetes, thyroid, high blood pressure, other) and impacts/ side effects of medications and their effectiveness.
- General evaluation and management of health
- Holistic and functional medicine and protocols
- Health and wellness coaching
- Medication management
- Provider **referrals to specialists** as needed
- Orders for age-appropriate health screenings
- Assessment and treatment of common **ailments and minor illnesses**
- Collaboration with compounding pharmacies and providers (i.e. Dr. Amy Person with Women's Health Institute) for specialized treatment plans
- Same and next business day visits for quick care visits (*to best of our ability. If an in-person visit is required, Patient must seek appropriate/referred care as instructed by Provider)
- Extended visits as needed
- Review of outside labs, medical records, and collaboration with other providers as able and warranted.
- Exceeding 14 visits per year will incur the customary Encompass Care Group, LLC visit fee charge.

Non-Medical Services, Personalized Services. Encompass Care Group, LLC shall also provide Patient with the following non-medical services ("Non-Medical Services"), which are complementary to our members during care:

- ***After Hours Access*.** Patient shall have direct telephone access to the Provider by telephone for URGENT matters that arise unexpectedly after office hours. Video chat may be utilized when the Physician and Patient agree that it is appropriate. These communications can not be guaranteed to be secure.

- ***Minimal Wait Appointments.*** Reasonable effort shall be made to assure that Patient is seen by the Provider immediately upon booking an appointment online.

- ***Same Day/Next Day Appointments*.** When Patient cannot make an appointment online due to full provider schedules, Patient may telephone call the Provider's office number during business hours and every reasonable effort shall be made to schedule an appointment with another Provider on the same day or on the following normal office day.

- ***Specialists Coordination.*** At the request of the Patient, or when appropriate, Encompass Care Group, LLC Provider shall 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's fees or services other than Encompass Care Group, LLC's Provider.**

SERVICES NOT PROVIDED

- Laboratory services – cost of labs is not included in the monthly fee. However, cost effective lab services will be recommended. Lab services can be covered by Patient's health care plans.

- Radiology services.

- Any procedures, diagnostic services, or medical consultations performed outside Encompass Care Group, LLC

- Any condition that cannot be adequately assessed, evaluated, and diagnosed via telemedicine

- Emergency care

APPENDIX B

2025 DIRECT PRIMARY CARE MEMBERSHIP FEES:

- Young adults (18-30 years)- $65/month
- Adults (31-64 years)- $75/month
- Older adults (65 and older) – $85/month
- Family (maximum for 2 generation household) - $300/month

- $150 One-Time Registration Fee. Registration fee is attributable to your first month's membership fee. Registration fee is non-refundable.

MEDICATION MANAGEMENT PLANS

Standard Plan: $60/month

- Initial consultation (45 minutes) to assess goals and create a personalized treatment plan.
- Bi-weekly check-ins (15-20 minutes) for progress reviews and medication adjustments.
- Email and text support during business hours for medication and health-related questions.
- Prescription management to ensure timely refills and updates.
- Lab follow-up to monitor key health indicators related to weight management.
- Basic dietary recommendations and fitness guidance to support your overall health journey.

Maintenance Plan: $30/month

- Quarterly check-ins (10-15 minutes) for ongoing prescription management and review of health status.
- Minimal email and text support during business hours for refill requests and brief questions.
- Prescription refills to maintain consistency in your treatment plan.
- Annual lab follow-up for routine health checks.
- Basic monitoring with guidance as needed to ensure continued stability.

- ***Note on Weight Management***: The cost of GLP medications for weight management is not included and varies on medication, shipping, compounding supplies, tax, and pharmacy surcharges.

- A $25 Insufficient Funds (NSF) fee will be charged for each failed monthly invoice on credit card.

- Delinquent payments have 7-day grace period. Nonpayment will be reviewed on a case-by-case basis. See Terms and Terminations -section 6. *Notice of any change to monthly fees will be provided in writing 60 days in advance.

Preferred Payment Method*

□ **Yearly** (Credit/Debit Card/ACH) □ **Monthly** (Credit/Debit Card/ACH)

*All patients must have a valid credit or debit card or ACH on file to cover the cost of monthly membership. **Payments made via credit card will incur a 3% processing fee**. This fee is added to the total transaction amount to cover credit card processing costs. Customers have the option to avoid this fee by selecting alternative payment methods, including ACH transfers or cash payments. By choosing to pay with a credit card, the customer acknowledges and agrees to the additional 3% processing fee

Credit/Debit Card Payment Information

(Complete this section if you chose to pay with Credit/Debit Card)

- Name on Card: _____
- Card Number: _____
- Expiration Date (MM/YY): _____ / _____
- CVV: _____

Billing Address

Street Address: _____

City: _____

State: _____ ZIP Code: _____

ACH Bank Transfer Information

(Complete this section if you chose to pay with ACH Bank Transfer)

- Account Holder Name: _____
- Bank Name: _____

- Account Type:

  [ ] Checking

  [ ] Savings

  - Routing Number: _____
  - Account Number: _____

Authorization

By signing below, I authorize Encompass Care Group, LLC to charge my selected payment method for services rendered, as outlined in the patient agreement. I understand that this authorization will remain in effect until I provide written notice of cancellation.

Signature: _____ Date: _____

Optional: Save Payment Information for Future Use

[ ] I authorize [Insert Your Practice Name] to securely store my payment information for future billing of services.

Privacy Notice: Your payment information will be securely stored and processed in compliance with applicable data protection laws. We do not share or sell your payment details.

I certify that I have read, understand, and agree to the terms set forth in ENCOMPASS CARE GROUP Provider and Patient Medical Agreement Form. I further certify that I have received a copy of this form.

_____ _____ _____

Patient's Name **Date of Birth (MM/DD/YYYY)** **Age**

_____ _____ _____

Patient's Home Phone **Cell** **Patient's Preferred Email**

Name and Contact # of individual allowed communication of Protected Health Information

_____

APPENDIX C PATIENT UNDERSTANDINGS (initial each):

_____I understand I may cancel my membership at any time on at least 24 hours' prior notice. 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 four times my monthly periodic fee. I understand that fees are earned 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 valid 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. If I have not paid my membership fee for a given month, I will not be able to access any services unless I pay the cash fee for a normal visit for Encompass Care Group, LLC services. I will notify Encompass Care Group, LLC in writing of any changes in my payment information.

_____I understand this agreement and my membership covers only the ongoing primary care services described in Appendix A– Services Provided, and that this arrangement is not medical insurance. I understand I must pay for all medical services not included in Services Provided.

_____I am enrolling for membership in the Practice voluntarily. I understand I have other healthcare options.

_____In the event of a medical emergency, I agree to call 911 first.

_____I understand I will be required to pay all medical costs to the extent they are not covered services listed in Services Provided.

_____I understand the Provider will make reasonable efforts to be available during clinic hours but may not always be able to see me on a same-day basis. I may, rarely, be referred to another office, urgent care, or the emergency room for same-day service and in those circumstances, I will have to pay for those services.

_____I understand the Practice will not file or defend any insurance claims on my behalf and that am prohibited from filing any claims or bills to insurance for services received, whether public (Medicare or Medicaid) or private insurance.

_____I do NOT expect the Provider to prescribe chronic controlled pain medications or benzodiazepines.

_____I understand failure to pay the membership fee will result in termination from the program. I understand I can request my medical records upon written request.

_____I have read the tele-medicine consent, consent for treatment and patients' rights and responsibilities forms and agree to their conditions.

_____I acknowledge that not all communications are guaranteed to be secure and confidential. As such, the member must waive this obligation from Encompass Care Group, LLC

Patient Name: _____

Patient Signature: _____

Date: _____