



**Ronald Vicencio MD**

4953 Van Dyke Rd Lutz FL 33558  
Ph 813 544-1465 Fax 813  
537-8848 [InfoeV-Medcare.com](http://InfoeV-Medcare.com)

Patient: \_\_\_\_\_ DOB: \_\_\_\_\_

**Patient Agreement**

This Patient Agreement (the "Agreement") specifies the terms and conditions under which, you, the participating patient ("you" or the "Patient") may participate in the direct primary care medical model ("DPC") offered by VMedcare LLC (the "Practice"), dba VMedcare. This Agreement between the practice and the patient will become effective on the date the agreement is signed by the patient and payment is received, whichever is later, and a copy will be provided to you if requested.

**Direct Primary Care Services**

The Monthly Fee covers only the Services provided by the Practice, with Dr. Ronald Vicencio ("Dr. Vicencio") being the primary physician for the Practice, with the exception of those "add-on" services noted below.

In exchange for the Monthly Fee (as defined below,) the Practice agrees to provide the following Services (collectively, the "Services") at no cost to you and/or your insurance carrier:

- Primary care office visits
- Urgent care/illness office visits
- Yearly complete physical
- 24/7 access to the Practice via office, phone, portal and/or email
- Office testing such as EKG, lung function testing, urinalysis, strep test, pregnancy test
- Coordination of care with outside specialists
- Joint and soft tissue injections (cost of injectable medication excluded)

The following services are provided with an additional cost for supplies:

- Liquid nitrogen treatment, shave excisions, partial nail removal, excisional biopsies or cyst removal

You acknowledge that the Services provided by VMedcare will not be billed to any insurer, even though they may be covered by your insurance. Services provided by providers outside of the Practice are not bound by this contract and may bill your insurance. The Practice will provide the services set forth above to you at a level of professionalism and expertise that is consistent with those generally provided by all primary care practitioners who practice in Florida, according to state laws and guidelines.

Initials: \_\_\_\_\_

Date: \_\_\_\_\_

## Monthly Fee/Registration Fee

The monthly fee for participating as a patient in the practice, payable on the calendar day of your registration, is as follows:

Ages 17 and under: \$44

Ages 18-39: \$54

Ages 40 and up: \$66

Family: \$162 for 2 adults and up to 2 children.

Each additional child is \$27. Adults must be the legal guardians of the children for the children to qualify as included.

Student (under 26 years of age) living out-of-area, with at least 1 parent a member: \$16

There is a one-time registration fee of \$100 per person, with a family maximum of \$250, regardless of whether the family members register at the same time. The monthly membership fee will be automatically increased by 4% annually, rounded up to the nearest whole dollar, effective January 1<sup>st</sup> each year.

By signing this Agreement and providing applicable financial information, you permit the Practice to charge your credit/debit card or to initiate an ACH withdrawal from your checking account.

## Term, Renewals and Termination

The term of this Agreement is from the date of signing and payment of the registration fee, whichever is later, until it is canceled by the patient or the Practice as set forth below. Failure to pay the monthly fee by the 5<sup>th</sup> calendar day after the payment date will result in a \$15 late fee. Three late payments may result in termination from the practice. The Practice is permitted to terminate the Agreement for any reason with 30 days written notice. You may terminate this Agreement at any time for any reason or no reason upon 30 days written notice to the Practice. On the effective date of the termination, 30 days after written notice is provided, you will be charged a prorated amount for the period of time which you had access to the practice services, since the last date payment was received, prior to the effective date of the termination. You are responsible for finding a new primary care physician within 30 days of termination of the Agreement. Records will be released to your new physician with written permission at no additional charge within 30 days.

## Health Care Services Exceptions

The Monthly Fee covers only the Services provided by VMedcare LLC with Dr. Vicencio being the primary physician for the Practice. From time to time, due to vacations, sick days and other unforeseen situations, Dr. Vicencio may not be available to provide the Services. During such times, patient calls and needed visits will be directed to a qualified medical provider at no additional charge to the patient. All efforts will be made to notify patients when such a situation arises.

Initials: \_\_\_\_\_

Date: \_\_\_\_\_

## Insurance

It is understood that you will be responsible for obtaining and maintaining your own health insurance or approved health cost-sharing plan for services received outside of the Practice. You acknowledge that the Practice and Dr. Vicencio have opted out of participating with any health insurance, HMO panels, Medicaid or Medicare, in an effort to provide you with the highest level of personalized services and health care. You acknowledge and understand that this Agreement is not an insurance plan, nor is it intended to replace any existing or future health insurance coverage. It will not cover any service provided outside of the Practice. You acknowledge that the Practice is not responsible for any medical bills that occurred outside of the Practice, even if the Practice has referred you to such services. It will not cover hospital services, emergency room visits, urgent care facility visits, appointments with other providers, specialists, radiology, labs tests by outside companies, durable medical equipment or any services not listed under Services or personally provided by the Practice. You acknowledge that the Practice has advised you to obtain or keep health insurance in good standing for your personal use, or a cost-sharing plan that is approved to satisfy the individual shared responsibility provision (i.e. "individual mandate") of the Patient Protection and Affordable Care Act. You acknowledge that this agreement does not qualify as minimum essential coverage to satisfy said provision, and without obtaining such coverage, federal income tax penalties may apply.

## Medicare

If you are a patient who is entitled to benefits under or is enrolled in Medicare or, during the term of this Agreement, become eligible for Medicare, you (i) acknowledge that the Practice and Dr. Vicencio have voluntarily elected to opt out of the Medicare Program, and (ii) acknowledge that you are not compelled to enter into any agreement with a physician who has opted out of the Medicare Program. You agree not to submit a claim (or request that the Practice submit a claim) under the Medicare Program or to any carrier of the Medicare Program for any portion of the Monthly Fee. You acknowledge that you will be responsible for payment for such Monthly Fee and that no reimbursement will be provided under the Medicare Program. You further acknowledge that the limits the Medicare Program places on what a physician participating in the Medicare Program may charge for services rendered do not apply to the Monthly Fee or to any physician services provided. Further, you acknowledge that you (i) at any time, have the right to obtain Medicare-covered services from other, non-Practice physicians, who have not opted out of the Medicare Program, (ii) you are currently not facing an emergency or urgent health care situation, and (iii) you have voluntarily elected to enter into this Agreement to receive Services provided by the Practice that might be eligible for payment or reimbursement by Medicare if they were rendered by a physician who did participate with Medicare.

## Communication Outside the Office

If you wish to send e-mail or text communications to the Practice and receive e-mail or text responses, you should be aware that the Practice will take reasonable steps to keep your communications confidential and secure but that e-mail and texting are not secure mediums for sending or receiving sensitive personal health information. You acknowledge that e-mail and texting are transmitted over a public network, may be intercepted, altered, forwarded or used without authorization or detection. Further, e-mail and text senders can easily type in the wrong address and therefore be received by unintended recipients. In light of all this, by signing this form and communication with the Practice via e-mail or text, you understand and accept the risks of communication in this manner. A personalized patient portal has been provided to you for protected and sensitive information. It is an encrypted, internet-based portal that is highly regulated and secure. You will be provided with your own personal log-on that is not to be shared with anyone. The Practice will not provide your personal log-on information to anyone without direct written permission that is verified. If you are the legal guardian of a child, his/her log-on will be given only to the court ordered legal guardian. You also acknowledge and understand that e-mail and texting are not good mediums for urgent or time-sensitive communications. In the event a communication is time-sensitive, you must communicate with the Practice by telephone or in person. You acknowledge and understand that, at the discretion of the Practice, e-mail or texting may become part of your medical record. If you do not receive a response to an e-mail message, cell phone message, or text communication within 12 hours, you agree to use another means of communication to contact the Practice. Furthermore, you agree that in the case of a medical emergency you will call 911 or proceed to the nearest emergency facility.

Initials: \_\_\_\_\_

Date: \_\_\_\_\_

Neither the Practice nor Dr. Vicencio will be liable to you for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to you as a result of technical failures, including, but not limited to , (i) technical failures attributable to any internet or cell phone service provider, (ii) power outages, failure of electronic messaging equipment or failure to properly address e-mail or text messages, (iii) failure of the Practice's computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of e-mail or text communications by a third party; or (v) your failure to comply with the guidelines regarding use of e-mail, cell phone, and text communications set forth in this paragraph.

### Miscellaneous

This Agreement may not be re-assigned without the other party's prior written approval. The parties each understand that this Agreement contains the entire Agreement of the parties and no other promises, representations or other agreements of any kind will be valid unless in writing and agreed to by both. Nothing in the Agreement shall be deemed to influence or construed to influence or affect Dr. Vicencio's (or assigned medical provider's) independent medical judgment on your behalf. Patient acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Patient also acknowledges having read and understanding the Agreement and having had a reasonable time to seek legal advice regarding the Agreement. In the event that any provision of the Agreement is declared invalid or unenforceable, it shall be limited and construed to make it enforceable or, if such construction is not possible, it shall be considered deleted from this Agreement and the remaining provisions shall continue to full force and effect. This Agreement shall be construed and regulated under and by the laws of the State of Florida. In the event that either party is required to engage the services of legal counsel to enforce the terms and conditions of this Agreement against the other party, regardless of whether such action results in litigation, the prevailing party shall be entitled to reasonable attorneys' fees, costs of legal assistants, and other costs from the other party, which shall include any fees or costs incurred at trial or in any appellate proceeding, and expenses and other costs, including any accounting expenses incurred. Venue of any litigation relating to, involving, or resulting from the enforcement of this Agreement shall be in Hillsborough County, Florida.

### Amendment

No amendment of the Agreement shall be binding on a party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, the Practice may unilaterally amend this 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, without the need for signature by the parties. 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 the Agreement and shall be deemed a part of the Agreement as though they had been expressly set forth.

Initials: \_\_\_\_\_

Date: \_\_\_\_\_

Patient Demographics

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

DOB: \_\_\_\_\_ Work Phone: \_\_\_\_\_

SS#: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Street \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Please circle preferred communication method

City/State/Zip: \_\_\_\_\_

Emergency Contact (relationship): \_\_\_\_\_ ( \_\_\_\_\_ )

Street Address: \_\_\_\_\_

Phone: \_\_\_\_\_

This Agreement accepted on behalf of VMedcare LLC:

By: \_\_\_\_\_

Ronald Vicencio, MD – owner

Date: \_\_\_\_\_

This Agreement accepted on behalf of the Patient:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Initials: \_\_\_\_\_

Date: \_\_\_\_\_