

## Direct Care Primary Services Agreement

*This Agreement sets out the terms of participation in our Direct Care Concierge Program*

This Agreement is between (Patient) \_\_\_\_\_ Date of Birth \_\_\_\_\_  
\_\_\_\_\_ residing at \_\_\_\_\_  
\_\_\_\_\_ and Sharon Silverman, MD , LLC located at  
10910 Little Patuxent Parkway, Suite 105r, Columbia, MD 21044 (the "Practice").

### 1. Services

I understand that the Practice will provide certain primary care medical services as requested by me or as deemed necessary by Dr. Sharon Silverman or another Practice provider in accordance with the established standard of care for primary care medical services. The Practice will be taking a limited number of patients. Please see the Appendix for a list of included services. This Agreement shall become effective for care commencing January 1, 2024, and unless renewed for an additional year(s) or earlier terminated as provided below, shall expire on December 31, 2024, after which the Practice shall have no further obligation to provide you care.

### 2. Annual Fees

The annual fees for 2024 are as follows and are effective January 1, 2024, or on the date of this Agreement, signed by you, whichever is later.

- |  |         |
|--|---------|
| <input type="checkbox"/> Adult over 30 years old | \$2,000 |
| <input type="checkbox"/> Adult 18 – 30 years old | \$750   |

***A one-time annual fee discount is offered to patients who execute an agreement and pay the fee on or before December 29, 2023***

- |  |         |
|--|---------|
| <input type="checkbox"/> Adult over 30 years old | \$1,500 |
| <input type="checkbox"/> Adult 18 – 30 years old | \$500   |

Annual Fees are subject to change for renewal years. You will be notified of any fee increases in advance of your renewal deadline.

### 3. Payment of Annual Fees

Payment of your annual fee entitles you to care pursuant to this Agreement for a 12-month period. Payment for your first year of care is due at the time you sign this Agreement. This Agreement is renewable annually upon full payment of your annual fee for the renewal year at least 45 days before your current year expires. Your fee includes the cost of all the healthcare services listed in the Appendix. Failure to timely pay your annual fees for a renewal year will

result in termination of this Agreement and our patient/physician relationship at the end of the then current contract year and unless you sign a new contract with the Practice, you will need to find a new primary care physician.

#### 4. Non-Participation with Medicare and Health Insurance

Our practice is not participating with Medicare or any other health insurances. By signing this Agreement, you acknowledge that the Practice will not bill insurance on your behalf and that you are financially responsible for healthcare services not covered by this Agreement. If requested, we will provide you with an itemization of healthcare services. The Annual Fee is not payable by insurance and is entirely your responsibility.

#### 5. Termination

You may terminate this Agreement at any time for any reason. We request 60 days' prior written notice. The Practice may terminate this Agreement and our patient/physician relationship upon 30 days' written notice for (i) your failure to pay your Annual Fee or other charges when due, (ii) you fail to abide by the terms and conditions of this Agreement, or (iii) any other reason appropriate for terminating a patient/physician relationship. The above notwithstanding, this Agreement shall automatically terminate on its expiration date if you fail to timely pay your Annual Fee for a renewal year.

If you terminate this Agreement prior to its expiration date, you will be refunded a pro-rated portion of your Annual Fee minus the value of services we provided to you prior to termination. If the Practice terminates this Agreement, you will be refunded a pro-rated portion of the Annual Fee. All pro-rated amounts will be based on the number of days remaining in the then current contract year.

#### 6. Other Provisions

(a) Entire agreement. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and communications between you and the Practice. This Agreement shall be governed in accordance with the laws of Maryland. If any part of this agreement is invalid or unenforceable, the remaining provisions shall continue in full force and effect.

(b) Assignment. This Agreement is not assignable by you and does not entitle any person to care other than you. This Agreement is binding upon and inures to the benefit of the Practice's successors and assigns.

(c) Dispute resolution. The parties submit to the jurisdiction of the courts of the State of Maryland, and we agree that the exclusive venue for any disputes arising pursuant to this

Agreement, or your care shall be in the State of Maryland courts located in Howard County, Maryland.

(d) **JURY WAIVER. THE PRACTICE AND YOU BOTH WAIVE THE RIGHT TO A JURY TRIAL IN ANY DISPUTE BETWEEN US.**

(e) Voluntary Agreement. Each party agrees that they enter into this Agreement freely, without coercion, and relying on their own judgment, not on any representations or promises made by the other party, except those contained herein.

(f) All notices from you to the Practice shall be in writing and personally delivered or sent by certified or registered mail, postage prepaid, return receipt requested, addressed to Sharon Silverman, MD, LLC, 10910 Little Patuxent Parkway, Suite 105r, Columbia, MD 21044 ATTN: Dr. Silverman.

**I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND IT COMPLETELY. I SIGN IT VOLUNTARILY AND KNOWINGLY**

\_\_\_\_\_  
Patient Name (PRINT)

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Date

Sharon Silverman, MD, LLC

By: \_\_\_\_\_  
Sharon Silverman, M.D.  
Authorized Representative

\_\_\_\_\_  
Date

## APPENDIX

### List of Included Services

For so long as you have timely paid your annual fee the Practice will provide you with the following services during normal business hours unless otherwise noted. Patient needs may vary.

- Annual comprehensive physical exam with preventive medicine consultation
- Sick visits as needed: in-office or via telehealth
- Medication orders and prescription refills
- Consults to specialists, including facilitating and coordination of medical care from multiple providers
- Hospital care follow up
- Physician access by phone 24/7 for urgent matters
- Order and interpretation of ancillary tests (including labs, radiology, etc.)
- Same or next day in-office or telehealth appointments
- Little to no wait times in the office
- In-office ancillary services, including:
  - EKG
  - Oxygen Saturation
  - Peak Flow Evaluations
  - Suture Removal
  - Tetanus vaccination

Costs associated with specialist visits, prescriptions, hospitalizations, labs, radiology, procedures, and any other medical fees or care which arise outside of Dr. Silverman's office, along with items not listed above, are not included as part of the Annual Fee.