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## SharmaCare Medical Weight Loss Patient Agreement

I acknowledge and understand that by enrolling online or by signing this agreement, I will be a SharmaCare DPC Medical Weight Loss patient and consent to treatment, as offered by SharmaCare Direct Primary Care, LLC, and that this agreement is nontransferable. The effective date of this agreement is the date of enrollment, whether online or in clinic. I am aware that this agreement applies only to services of medical weight loss (semaqlutide and/or other injectable weight loss medications). I understand that in order to receive prescription oral weight loss medications, that enrolling as a SharmaCare Direct Primary Care patient would be required. I understand and accept that this agreement does not in any manner guarantee the provision of any specific service. SharmaCare DPC and its personnel are solely authorized to determine medical necessity for any given service under this agreement.

**CHARGE RESPONSIBILITY** – I acknowledge and understand that I am responsible for any charges incurred for medical weight loss services or for required lab tests performed in clinic. I understand that I will be billed for compounded medications before they are ordered and that there is no refund on prescription compounded medications that I have requested.

**SCOPE OF SERVICES:** I acknowledge and understand that I am enrolling for purposes of weight loss treatment and services only and that **SharmaCare DPC is not providing me with primary care services**. I understand that I must utilize my own primary care provider for any and all medical needs other than medical weight loss.

**REQUIREMENTS FOR INITIATION OF SERVICES:** Annual panel of labwork reviewed by SharmaCare DPC provider that was drawn within the last 12 months.

### **COMMUNICATION** –

- (A) The Nurse Practitioner will make every effort to respond to phone calls, texts, and emails received between 8:00 AM and 8:00 PM seven days a week on the day received. Communications received after 8:00 PM will be responded to the following day.
- (B) I agree to contact SharmaCare DPC via another means of communications if I have not received a response to an email within 48 hours.
- (C) I agree to notify SharmaCare DPC of changes to my contact information, credit/debit card number used for billing, and physical address within 10 days of such change.

**EMERGENCY SITUATIONS** – I understand that SharmaCare DPC does not provide emergency medical services. I agree that in the event of an emergency or any situation that I could reasonably expect may develop into any emergency, I will call 911 or seek care in an emergency room or urgent care center.

**PRIVACY OF COMMUNICATIONS** – I acknowledge that SharmaCare DPC will comply with HIPPA (Health Insurance Portability and Accountability Act of 1996) privacy requirements.

(A) I also understand that communications with the SharmaCare DPC provider using e-mail, facsimile, video chat, cell phone, texting, and other forms of electronic communication are never absolutely guaranteed to be secure or confidential methods of communication.

(B ) I further acknowledge that by providing my email address and/or cellphone number upon registration, I authorize SharmaCare DPC to communicate with me by this email address and/or cellphone number regarding my “protected health information” (PHI), knowing that electronic communications are not necessarily a secure medium for sending or receiving PHI and there is always the possibility that a third party may gain access.

**MODIFICATION OF SHARMACARE DPC SERVICES/FEES** – I acknowledge and understand that SharmaCare DPC may add or discontinue services, or may increase fees for compounded prescription pharmaceuticals. I understand that I will be notified of these changes before any charges are applied to the credit card I placed on file.

**TERMINATION:** I acknowledge and understand that both SharmaCare DPC and I have the absolute and unconditional right to terminate this agreement, without the showing of any cause for termination by giving 10 days advance written notice. Any payments outstanding through the date of termination of the agreement are the responsibility of the patient.

**ADDRESSING CONCERNS** – I agree to bring any complaints about services I receive as a SharmaCare DPC patient to the attention of the Nurse Practitioner to be addressed as quickly and completely as possible.

**SERVICE** – I understand that all written notices are deemed served if sent by U.S. Mail to the address I designated in patient registration.

**SEVERABILITY** – 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 shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law.

**JURISDICTION** – This agreement shall be governed and construed under the laws of the State of Florida and all disputes arising out of the agreement shall be settled in the court of proper venue and jurisdiction in Lake City, Florida.

**By enrolling online I agree to the terms of this agreement.** On the other hand, if I enroll on paper in the clinic, I understand that by physically signing this agreement, I am agreeing to the terms of the agreement. The agreement will commence on the date of my enrollment.

**I ACKNOWLEDGE THAT BY ENROLLING IN SHARMACARE MEDICAL WEIGHT LOSS I AM AGREEING TO AND UNDERSTAND THE TERMS OF THE ABOVE PATIENT AGREEMENT.**

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Patient signature

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Date

