

Direct MD Austin:  
Doctor-Patient Agreement

## Introduction

This Agreement is entered into by and between Direct MD Austin (“DMDA”), a Texas Professional Association, the undersigned patient, (“member”), and their DMDA doctor (“DMDA doctor”). DMDA is a Direct Primary Care medical practice. DMDA's physicians practice family medicine and deliver care on behalf of DMDA at 5656 Bee Caves Road, Suite K-201, and also provide care via electronic communication and phone. In exchange for the fees set out in this Agreement, DMDA and patient's DMDA doctor agree to provide the member the services set forth below. This agreement is entered by mutual voluntary consent.

## A. Term, Cancellation, Renewal

- **ARRANGEMENT.** Member understands that by signing below, Member agrees to become a patient of DMDA, who will also provide a limited set of medical services in exchange for a monthly membership fee (see “Services and Membership Fees,” below) for the duration of the Agreement.
- **TERM.** The term of this Agreement shall be 1 month, and shall automatically renew monthly, unless either party terminates the agreement. Member understands that a minimum of 1 month nonrefundable membership fees, as well as a **nonrefundable \$100 enrollment fee** are due upon registration.
- **TERMINATION.** Member acknowledges that DMDA and Member each have an absolute and unconditional right to terminate this Agreement at any time and for any reason. Both DMDA and Member shall be required to provide written notice of termination. Upon termination, both parties shall be released of all obligations under this Agreement. In the event that either party terminates this agreement, DMDA shall be entitled to all amounts paid by Member, and is not required to provide any pro-rated refunds.
- **RENEWAL.** This practice depends on membership fees to cover practice costs and staff and physician salaries. If Member cancels and wishes to renew, a new Membership Agreement shall be executed and Member shall be subject to a **\$250 renewal fee**, and any applicable increase in fees. Repeat cancellations and renewals are discouraged.

## B. Services and Membership Fees

- **SCOPE.** Member understands that DMDA and their DMDA doctor will provide a limited set of services which are generally within the scope of the practice of family medicine. Member acknowledges that their DMDA doctor's ability to provide care may be limited by training, experience, equipment and supplies and other unforeseen circumstances.
- **ALTERNATE PROVIDER.** Member understands that their DMDA Doctor may be unavailable at times due to patient care, personal illness, injury, emergencies, or other obligations. DMDA will make reasonable attempts to provide alternative coverage in the event of their DMDA doctor's absence. Should DMDA anticipate that patient's doctor will be unavailable for more than 3 consecutive business days, DMDA will send out an email to inform patients of this planned absence. DMDA may use nurses, medical assistants and other staff to assist in providing care. All such personnel will be bound by this Membership Agreement.
- **INCLUDED SERVICES.** In exchange for the monthly fee described below, Members shall receive the following services:
  - All office visits (well-child checks, sick visits, school, sports and camp physicals, routine gynecological care, annual exams)
  - Chronic disease management, advise and counseling, prescribing of medications

- In-office visits( EKGs, rapid strep, blood glucose, pulse oximeter, urinalysis (dipstick in office), fecal occult blood, urine pregnancy tests, IV fluids for rehydration
- Communication by phone, email, and text (when appropriate)
- Laceration repair (tissue adhesive or stitches)
- Skin tag/mole removal, skin biopsy, abscess incision and drainage
- Ingrown nail repair, foreign body removal (e.g. from skin, ear, etc) and
- Basic wound care, splinting or wrapping of sprains, strains or minor fractures.

All services, tests and procedures shall be performed when reasonable and necessary in the DMDA doctor's sole discretion. Additional fees apply for other goods and services, but every effort is made to keep those fees to a minimum.

• **NON-INCLUDED SERVICES.** The following NON-EXHAUSTIVE list of services ARE NOT covered any the monthly fee, although DMDA members can often obtain them for a substantially reduced cost:

- X-rays, CT scans, ultrasounds, and medical imaging
- Outside office blood/ other tests, even if samples are drawn in the office
- Any surgery or procedure not performed in this office (e.g. in a hospital, or another physician's office)
- The cost of immunization drugs
- Obstetrical care and delivery
- Durable medical equipment and supplies (e.g. crutches, wheelchairs, walking boots, casts, etc)
- Prescription medications
- Injectable and oral medications in office

• **COST OUTSIDE OF THE SCOPE OF AGREEMENT.** Member shall be entitled to some of the above non-covered services at a reduced fee (e.g discounted labs). All pricing is transparent, and cost will be made clear prior to providing any non-included good or service.

• **CHANGES IN FEES.** The membership fee may be changed by DMDA with 90 days prior notice. As always, the Member may cancel at any time if the fee is unacceptable or they are dissatisfied for any reason. Membership fees up until the date of cancellation are non-refundable.

The membership fee schedule is age based:

<b><u>Member Age</u></b>	<b><u>Monthly Fee</u></b>
<b>0-19 years</b>	<b>\$30</b>
<b>20-44 years</b>	<b>\$60</b>
<b>45-64 years</b>	<b>\$80</b>
<b>65 years and older</b>	<b>\$110</b>

**C. NOT A HEALTH INSURANCE SUBSTITUTE.** Member recognizes that this Agreement and the membership described herein **IS NOT** health insurance or a substitute for health insurance. Member recognizes that Member may require medical services which DMDA cannot provide (e.g. hospitalization, surgeries, specialist consults, etc). Member acknowledges that DMDA recommends (but does not require) that individuals

maintain health insurance to mitigate the financial risks of medical emergencies, injuries and acute and chronic illnesses and diseases.

- D. NO FEDERAL FUNDS OR INSURANCE.** Member understands that DMDA and DMDA's doctors will not bill Medicare, Medicaid, or any insurance for services rendered under this Agreement. Member understands that there is no guarantee that Member will be reimbursed for DMDA's or DMDA doctor's services by any other entity (e.g. private health insurance, a company's FSA or HSA, etc)
- E. MEDICARE OPT-OUT.** Member understands DMDA's doctors have opted out or do not participate in Medicare and will not bill Medicare or accept payment from Medicare. Member has the right to seek a Medicare participating doctor if desired.
- F. DEFAULT.** Member acknowledges that this Agreement requires the ongoing payment of a monthly membership fee. Membership is dependent on timely payment of membership fees, and fees 60 days past-due will be cause for termination of membership and services.
- G. OFFICE APPOINTMENTS.** The DMDA office is located at 5656 Bee Caves Road, Suite K-201, Austin TX 78746. DMDA will typically be open 9am-5pm, Monday through Friday. Visits are by appointment only, but a brief phone call or text can secure a timely appointment.
- H. RESPONDING TO MEMBER.** Phone calls to DMDA will be answered by a live person whenever possible. If not, calls will be returned promptly, typically within 60 minutes, except in case of emergencies or unavoidable circumstances. E-mails from Member will typically receive a response within 24 hours, though often much sooner. If Member does not receive a response to e-mail within 24 hours, the member should make a phone call or use another means of communication.
- I. COMMUNICATIONS, PRIVACY, HIPPA.** At DMDA we respect and value your privacy. DMDA makes every reasonable effort to keep your information secure, within the bounds of applicable laws. Communication by phone, e-mail, text messaging and via other methods offer great convenience and portability. We must acknowledge, however, that such communications are not reliably secure; even with precautions, these communications have some risk of loss of privacy. Member acknowledges that Member has read and understood DMDA's Notice of Privacy Practices, and that Member may access it at any time at [www.directmdaustin.com/privacy](http://www.directmdaustin.com/privacy). Member has had time to consider which method(s) of communication Member prefers and member has made Member's preferences known to DMDA through the "preferred acceptable modes of communication" portion of the new patient enrollment form. Member understands that e-mails and other electronic forms of communication are not appropriate for emergencies, or other time-sensitive matters, or for communication of highly personal or sensitive information. **In the event of an emergency or situation that Member could reasonably expect to develop into an emergency, Member agrees to call 911 or promptly seek care in an emergency room.**
- J. HOLD HARMLESS.** Member agrees not to hold DMDA or their DMDA doctor liable for any loss, injury, damages or expenses beyond DMDA's or their DMDA doctor's control related to technical failure of the DMDA website, email, or other electronic services, including but not limited to:

power outages, faulty cellular, cable, or WiFi service, failure due to internet service provider-caused outages, failure to properly address e-mail messages, interception of communications by a 3rd party, or Member's failure to follow DMDA's recommendations regarding electronic communications in this agreement.

**K. ENTIRE AGREEMENT.** Member agrees that this Agreement represents the entire agreement between the parties. No other oral or written agreements or promises exist between the parties to this Agreement.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: MD, DMDA

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

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