

## Direct Primary Care Membership Agreement

### NOTICE:

THIS MEDICAL RETAINER AGREEMENT DOES NOT CONSTITUTE INSURANCE. IT IS NOT A MEDICAL PLAN THAT PROVIDES A HEALTH INSURANCE PLAN FOR THE PURPOSE OF COMPLIANCE WITH THE AFFORDABLE CARE ACT. IT COVERS ONLY LIMITED ROUTINE HEALTH SERVICES AS DESIGNATED IN THIS AGREEMENT.

This agreement is entered into between Schneider Medical Group, PA (SMG, PA), a Raleigh, NC professional corporation located at 8341 Bandford Way, Suite 103, Raleigh, NC 27613, and the member named in the agreement:

Last Name			First Name			Middle Name		
Address						City, State, Zip		
Phone: Home			Work			Cell		
Email				Birthdate (DD/MM/YYYY)		Gender		

SMG, PA will deliver healthcare services through its physician(s) and personnel at the above address in exchange for a monthly fee. The services will be described within this agreement.

### 1. Definitions:

- **Member**—individual receiving the care and named in the agreement.
- **Membership Fee**—monthly payment made by the member to SMG, PA for services provided by SMG, PA to member.
- **Physician**—a health care provider employed by SMG, PA to provide services to the member.
- **Ancillary Fees**—fees other than membership fees charged for ancillary services provided by SMG, PA. These may include items such as laboratory fees for blood work, pap smear, EKG's, pulmonary function testing or any diagnostic tests and treatment not explicitly described in patient services included in the membership agreement.
- **Health Care Plan HCP** (as used in this agreement)—any medical insurance or third party insurance that the patient subscribes to, designed to pay patient's health care expenses. Please be advised that we do not participate in any health insurance plans, nor do we file any insurance. We will not be able to give you an expense statement. We may be able to give you a superbill for ancillary expenses incurred.
- **Communications**—as used in this agreement. Options include voice (call office phone at (919) 301-8971); digital via email through the patient portal in order to be HIPPA compliant; fax (919) 322-0449 during working hours); or Face Time if you have an iPhone/iPad.
- **CME**- Continuing Medical Education
- **MA**- Medical Assistant
- **PHI**- Personal Health information

- **HIPAA**- Health Insurance Portability and Accountability Act
- **SMG, PA**- Schneider Medical Group, PA
- **ACA** – Affordable Care Act
- **AICA** – Obama Care
- **HHS** – Health & Human Service Department

## 2. Insurance:

Our Direct Primary Care membership practice is designed to build a strong doctor-patient relationship by returning to highly personalized and comprehensive medical care and removing the insurance and governmental interference. The focus remains on the best care for you. It is a membership practice that everyone can afford. It is **NOT** Concierge Medicine. In order to do this and to keep our membership costs down, SMG, PA will **not accept any insurance**, nor will we file third-party insurance. SMG, PA is a **non-participating member** in any Health Care Plan (HCP), of which the member may be a subscriber. The member must acknowledge that neither SMG, PA nor the physician(s) will bill HCP for the membership fee; nor will we be able to give you a superbill for the membership fee to submit to your HCP. However, we will be able to give you a superbill for the ancillary services not included in the agreement to submit to your HCP which may go towards your deductible. (If you have a high deductible plan). The member must agree **NOT** to seek reimbursement for the membership fees from HCP due under the terms of this agreement. If this should happen this agreement will terminate immediately.

DPC pairs well with a high deductible plan. We encourage members to have a healthcare plan (HCP) for outside referrals and services not provided by this agreement.

## 3. Medicare Members:

Medicare members acknowledge and understand that SMG, PA and physician(s) are **non-participating** in Medicare, and have **opted out** of Medicare. This means that Medicare cannot be billed for any services performed for the member by SMG, PA or physician(s). The member agrees not to make an attempt to collect from Medicare the membership fee for any services provided under the agreement. (Excluding labs and diagnosis tests etc). If a member becomes eligible for Medicare while under the care of SMG, PA, he/she has a choice to find a physician who accepts Medicare, or to remain with SMG, PA. For ancillary services the Medicare patient can be referred to an outside lab/facility that accepts Medicare.

## 4. Medical Coverage:

The member acknowledges that this agreement is **not an insurance plan/not a Health Coverage Plan (HCP)** and is **not a substitute** for HCP. This agreement applies to services specified in this agreement personally provided by SMG, PA, physician(s), or staff. The member acknowledges that SMG, PA has encouraged the member to obtain HCP for coverage of other services not covered under this agreement or for serious illnesses. Again, the member acknowledges that this agreement does not replace HCP.

## 5. Fees:

Membership fees can be paid in full for the entire year or monthly payments are due every month. They will be deducted monthly by direct deduction from a valid credit card. Membership fee will be guaranteed for one year from the date of this agreement. Ancillary fees are due at the **time the service is performed**. We should be able to give you a superbill for these services. We also accept Health Saving Cards as Revenues can be used as payment for the monthly fees.

## 6. Terms:

Unless otherwise specified, this agreement will start on the date the agreement is signed and be valid for one year. The member or SMG, PA will have the right to terminate this agreement without cause,

by giving a 30 (Thirty) day written and signed notice to the other party. Unless terminated, the agreement will renew on a monthly basis upon the receipt of the monthly membership fee, which is due during the month in which the service will be rendered. The fee will be paid by pre-authorized credit card. Missed payments need to be made up by the next visit. If there is a hardship in paying the membership fee, this can be discussed on a case by case basis.

#### **7. Communication/Confidentiality:**

We are an Internal Medicine Practice. Starting age for patients we see is 18 years. 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 sign a form listing to whom we can release PHI. SMG, PA will make every effort to keep communications confidential and secure. Member acknowledges that not all communications are guaranteed to be secure and confidential. As such, the member must waive this obligation from SMG, PA in certain situations. For example: using employer email or fax; using 911 in the case of serious emergency.

If a member attempts to communicate with SMG, PA either digitally or virtually regarding a non-acute medical issue, and has not received a response within two business days, SMG, PA is not liable to member for any loss, cost, or injury caused by or resulting from delay. Member must agree to use voice method first by calling office phone (919) 301-8971.

SMG, PA is not liable for loss or injury if there is technical failure of Internet provider or failure of SMG, PA computers. During business hours please call the office for assistance (919) 301-8971 or Fax the office (919) 322-0449. Every effort will be taken to answer your concerns within 24 hours. After hours call the office number (919) 301-8971 and the calls will be forwarded to the physician. For non-urgent medical questions contact us through the patient portal in order to be HIPAA compliant. Every effort will be made to answer your questions and concerns within 3-4 business days. Email communication is only for **NON URGENT** questions.

#### **8. Change in Law:**

There are no laws in North Carolina governing Direct Primary Care (DPC). However, if there is a change in any law (Federal, State, local) which affects this agreement, then changes or modifications of this agreement may take place to reflect the changes in the law.

#### **9. Reimbursement:**

If for some reason this agreement is held to be invalid by a court of law, SMG, PA is required to refund all or any portion of the monthly fee paid by the member. Also, the member agrees to pay SMG, PA an amount equal to the reasonable value of the services actually rendered to the member during the period of time during which the fees are required to be refunded.

#### **10. Assignment:**

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

#### **11. Relationship of Parties:**

The member and SMG, PA agree that physician(s) and staff in performing his/her duties under this agreement is/are an employee(s) of SMG, PA as defined by the guidelines of the IRS or Department of Labor.

#### **12. Arbitration:**

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

**13. Scope of Practice:**

At Schneider Medical Group, PA we practice both Internal Medicine and Integrative Medicine. Membership is open to adults age 18 and older.

**14. Services provided:**

- Annual assessment\* (comprehensive history and physical /preventative care exam)
- Urgent care provided same day or next business day appointments will be available. Please call the office for appointments (919) 301-8971
- Preventative care\*/ Regularly scheduled visits\*
- Chronic disease management.
- General evaluation and management of health
- Weight loss counseling
- Smoking cessation counseling
- Wellness counseling
- Diabetes care/ Diabetic education
- Integrative Medicine
- Nutritional counseling
- Appointment reminder via text, email or voicemail

\*Your regularly scheduled visits are up to 30 minutes with physician(s), and your annual comprehensive physical exam is up to one hour, if needed.

**15. Services not included in the membership fee, but provided at a discounted cost to be paid at the time of the service include:**

- Lab services – other than those included in your annual visit
- Cardiac treadmill test
- Pulmonary function test
- Immunizations
- B12 injections
- Allergy shots
- Pap smear test beyond one every three years
- Any procedures, diagnostic services, medical consultations performed outside by personnel not employed by SMG, PA

**16. Additional benefits anticipated soon:**

- Discounted fees for outside referrals, such as Radiology and lab
- Discounted fees for outside consultants

**17. Membership fees\*:**

With three memberships plans to choose from, one is sure to be right for you. Please see Member Benefits Addendum at the end of this agreement for details.

Choose from:

- Basic: \$65
- VIP: \$99
- \$99 One-Time Registration Fee, will be waived if annual fees paid in full at the time of registration.
- A \$25 Insufficient Funds (NSF) fee will be charged for each returned check or non-payment on a credit card
- A \$25 No-Show fee will be charged for any missed appointment without 24 hr prior notification

- A \$99 early termination fee will apply if membership is cancelled within the first year
- To save costs and help keep our fees down, we prefer to draft your credit card automatically. Nonpayment will be reviewed on a case-by-case basis

\*Fees are subject to change. Monthly fees and cost of ancillary services may change without notice.

### **18. Cancellation Notice**

We request that you give us a 24-hour notice to cancel your appointment. Cancellations must be done by phone call or by leaving a message on our answering machine during regular business hours. Notifying the Doctor on call is not acceptable and is considered a "No Show" for your appointment. In the event of No Show, you will still be held responsible for the scheduling fee and you will be billed. Patients who habitually miss appointments, will be dealt with on an individual basis.

### **19. Contacting physician or scheduling appointments:**

For acute issues after business hours and weekends call the office at (919) 301-8971 and your call will be forwarded to a physician's personal cell phone. Next business day appointments will be available by calling the office during business hours at (919) 301-8971.

### **20. Termination of agreement:**

This is a non-binding agreement and may be terminated by either party by giving a 30 (Thirty) day written notice or non-payment of monthly membership fee (allowing for a 7-day grace period from date payment due), during which time acute care needs will continue to be addressed by the physician(s) of SMG, PA. If a member voluntarily terminates the agreement and wants to re-establish care, all past due fees must be paid to re-establish. If a member terminates a second time they will not be allowed to re-establish. The agreement will terminate upon the death of the patient or physician.

### **21. Continuing Medical Education & Physicians Time off**

Physicians(s) at SMG, PA will need to take time off for vacation or CME; at which point we will not be physically available at the office. We have 2 options:

- You may contact the office by phone at (919) 301-8976. Your call will either be answered by the medical assistant (MA) during working hours, who contact the physician; or your call will be automatically transferred to a physician, who will advise you of what to do.
- The second option is that SMG, PA is working on finding suitable local coverage by a physician who will cover for us during any absence.

### Direct Primary Care Membership Benefits

Membership Benefits	Basic \$65 Monthly	VIP \$99 Monthly
One Time Registration fee \$99* <i>* Waived if Annual pd in full</i>	✓	✓
Scheduling fee per visit \$20	✓	✓
EKG	✓	✓
TB Skin Test if Indicated	x	✓
Flu Vaccine 1 Per Year	✓	✓
Weight Management	✓	✓
Spirometry	x	✓
Nebulizer Treatment	x	✓
Rapid Strep Test	x	✓
Tetanus/Tdap Vaccine	x	✓
Pap Smear (F)	✓	✓
PSA (M)	✓	✓
★ Annual labs	✓	✓
Referral to Discount Radiology	✓	✓
Referral to Discount Colonoscopy	✓	✓
Advanced Lipid Testing	x	✓
HGB A1C	✓	✓
Integrative Medicine Consultation	x	✓
Neck Ultrasound	x	✓
Nutritionist Consult	x	✓
Rewards	x	✓

★ Annual Labs : Blood Count, Chemistry, Cholesterol, Thyroid,  
 prostate test (M), Pap (F), General inflammation test

## Direct Primary Care Membership Agreement

**Signed:**

**Member Name:**

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Print

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Sign

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Date

**SMG, PA:**

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Print

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Sign

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Date