

## **Patient AGREEMENT Frontier Direct Care LLC**

This is an Agreement between "Frontier" Direct Care, LLC a direct primary care practice with its primary office located at 1203 W. Harrison Avenue, Harlingen. TX 78550 (hereinafter called "Frontier"), Physicians in his/her capacity as an agent of "Frontier," and you, (hereinafter called "Patient").

### **Background**

The Physician, who specializes in family medicine, delivers care on behalf of "Frontier," at the address set forth above. In exchange for certain fees paid by You, "Frontier," through its Physician, agrees to provide "Patient" with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

### **Definitions**

1. **"Patient."** A "Patient" is defined as those persons for whom the Physician shall provide Services, and who are signatories to, or listed on the documents attached as Appendix 1, and incorporated by reference, to this agreement

2. **Services.** As used in this Agreement, the term Services, shall mean a package of services, both medical and non-Medical, and certain amenities (collectively "Services"), which are offered by "Frontier," and set forth in Appendix 1.

3. **Terms.** This agreement shall commence on the date signed by the parties below and shall continue for a period of one month, automatically renewed.

4. **Fees.** In exchange for the services described herein, "Patient" agrees to pay "Frontier" the amount publicly posted at [www.frontierdirectcare.com](http://www.frontierdirectcare.com). This fee is payable upon execution of this agreement and is in payment for the services provided to "Patient" during the term of this Agreement. Cancellation of this agreement prior to the conclusion of the Term shall take effect on the last day of the Term. No refund shall be provided for cancellations prior to the expiration of the Term.

5. **Non-Participation in Insurance.** "Patient" acknowledges that neither "Frontier," nor the Physician participate in any health insurance or HMO plans or panels and have opted out of Medicare. Neither of the above make any representations whatsoever that any fees paid under this Agreement are covered by your health insurance or other third party payment plans applicable to the "Patient." The "Patient" shall retain full and complete responsibility for any such determination. If the "Patient" is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then "Patient" will sign the agreement attached as Appendix 2, and incorporated by reference. This agreement acknowledges your understanding that the Physician has opted out of Medicare, and as a result, Medicare cannot be billed for any services performed for you by the Physician. You agree not to bill Medicare or attempt Medicare reimbursement for any such services. "Patient" shall renew and sign the agreement in Appendix 2 every 2 years.

6. **Insurance or Other Medical Coverage.** "Patient" acknowledges and understands that

this Agreement is not an insurance plan, and not a substitute for health insurance or other health plan coverage (such as membership in an HMO). It will not cover hospital services, or any services not personally provided by "Frontier," or its Physicians. "Patient" acknowledges that "Frontier" has advised that "Patient" obtain or keep in full force such health insurance policy(ies) or plans that will cover "Patient" for general healthcare costs. "Patient" acknowledges that this Agreement is not a contract that provides health insurance, and this Agreement is not intended to replace any existing or future health insurance or health plan coverage that "Patient" may carry.

**7. Billing Cycle.** This Agreement will commence on the date first written above and will extend monthly thereafter. Upon confirmation of registration of membership, the full amount that covers the current month of service will be charged to the "Patient"'s account. Membership privileges are fully earned upon payment, and "Patient" will have full access to all "Frontier" Services upon first payment. A detailed invoice will be sent to the email address provided upon registration. "Patient"'s monthly membership statement automatically populates 3 days prior to the specific monthly payment date and 14 days prior to the specific quarterly or annual payment date. Charges will occur on the day of the month on which the "Patient" first registers and will automatically renew for successive monthly tration.

**8. Payment Method.** A payment method is required when registering for "Frontier" membership and will be maintained in the "Patient" account profile. The "Patient" authorizes "Frontier" to charge any Payment Method associated with the account for membership fee and required labs, imaging, or other outside services deemed necessary by the Clinician and agreed upon by the "Patient". If no Payment Method is connected to the account, or if the primary Payment Method is declined, the "Patient" remains responsible for any uncollected amounts and subject to the Termination policy stated below.

**9. Termination.** Notwithstanding the above, both "Patient" and "Frontier" shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination, upon giving 30 days prior written notice to the other party. Unless previously terminated as set forth above, at the expiration of the initial one-month term (and each succeeding monthly term), the Agreement will automatically renew for successive monthly terms upon the payment of the monthly fee at the end of the contract month.

In the event of an unsuccessful automated charge, the "Patient" will be notified and given 7 days to rectify the payment issue. After the 7-day period, the account will be subject to suspension for non-payment. After a 30-day period of non-payment, "Frontier" will notify the "Patient" of membership being cancelled. Should a cancelled "Patient" be interested in re-registering as a member, account reactivation is subject to a \$180 reactivation fee.

**10. Termination with Cause.** "Frontier" is committed to the health, safety, welfare of its staff and of each of its members. "Frontier" will not tolerate unreasonable, threatening, obscene, harassing, indecent, or illegal behavior. "Frontier" has the right to determine what constitutes unacceptable behavior and respond accordingly. This right includes, but is not limited to, termination of membership without refund of any member engaging in unacceptable behavior.

**11. Cancellation Method.** "Frontier" Membership can be cancelled at any time. "Patient"

acknowledges that termination of membership is the sole responsibility of "Patient," and "Frontier" will not be liable to "Patient" for untimely notice of cancellation of membership. If "Patient" wishes to cancel membership, "Patient" must submit [Frontier Membership Cancellation Request Form](#), provided to "Patient" via email. "Frontier" will accept the Form to be submitted via internet submission or by phone. If "Patient" cancels membership, the account will automatically close at the end of the current billing period. Furthermore, upon cancellation, it is the responsibility of "Patient" to pay off remaining membership account balance, and should "Patient" fail to pay any remaining balance due "Frontier," every attempt will be made to collect the balance.

**12. Communications.** You acknowledge that communications with the Physician using e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. As such, you expressly waive the Physician's obligation to guarantee confidentiality with respect to correspondence using such means of communication. You acknowledge that all such communications may become a part of your medical records. You acknowledge that all communication between you and Physician is intended for medical purposes, and "Frontier" will not tolerate or encourage crude, obscene, explicit, or harassing language. Such communication is grounds for immediate membership termination and may be subject to legal action.

By registration authorization at time of enrollment through "Frontier"'s electronic health record, "Patient" authorizes "Frontier", and its Physicians to communicate with "Patient" by e-mail regarding "Patient"'s "Protected Health Information" (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations). "Patient" acknowledges that: (a) E-mail is not necessarily a secure medium for sending or receiving PHI and, there is always a possibility that a third party may gain access; (b) Although the Physician will make all reasonable efforts to keep e-mail communications confidential and secure, neither "Frontier", nor the Physician can assure or guarantee the absolute confidentiality of e-mail communications; (c) In the discretion of the Physician, e-mail communications may be made a part of "Patient"'s permanent medical record; and, (d) "Patient" understands and agrees that e-mail is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information. In the event of an emergency, or a situation in which the member could reasonably expect to develop into an emergency, Member shall call 911 or the nearest Emergency room, and follow the directions of emergency personnel.

If "Patient" does not receive a response to an e-mail message within one day, "Patient" agrees to use another means of communication to contact the Physician. Neither "Frontier", nor the Physician will be liable to "Patient" for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to "Patient" as a result of technical failures, including, but not limited to, (i) technical failures attributable to any internet service provider, (ii) power outages, failure of any electronic messaging software, or failure to properly address e-mail messages, (iii) failure of the Practice's computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of e-mail communications by a third party; or (v) your failure to comply with the guidelines regarding use of e-mail communications set forth in

this paragraph.

13. **Change of Law.** If there is a change of any law, regulation or rule, federal, state or local, which affects the Agreement including these Terms & Conditions, which are incorporated by reference in the Agreement, or the activities of either party under the Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights, obligations or operations associated with the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Agreement including these Terms & Conditions. If the parties are unable to reach an agreement concerning the modification of the Agreement within forty-five days after date of effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.

14. **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 and in its modified form, and that provision shall then be enforceable.

15. **Reimbursement for Services Rendered.** If this Agreement is held to be invalid for any reason, and if "Frontier" is therefore required to refund all or any portion of the monthly fees paid by "Patient," "Patient" agrees to pay "Frontier" an amount equal to the reasonable value of the Services actually rendered to "Patient" during the period of time for which the refunded fees were paid.

16. **Amendment.** No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, the Physician 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. Any such changes are incorporated by reference into this Agreement without the need for signature by the parties and are effective as of the date established by "Frontier", except that "Patient" shall initial any such change at "Frontier"'s request. Moreover, 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 this Agreement and shall be deemed a part of this Agreement as though they had been expressly set forth in this Agreement.

17. **Assignment.** This Agreement, and any rights "Patient" may have under it, may not be assigned or transferred by "Patient."

18. **Relationship of Parties.** "Patient" and the Physician intend and agree that the Physician, in performing his duties under this Agreement, is an independent contractor, as defined by the guidelines promulgated by the United States Internal Revenue Service and/or the United States Department of Labor, and the Physician shall have exclusive control of his work and the manner in which it is performed.

19. **Legal Significance.** "Patient" acknowledges that this Agreement is a legal document

and creates certain rights and responsibilities. "Patient" also acknowledges having had a reasonable time to seek legal advice regarding the Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of the Agreement.

20. **Miscellaneous.** This Agreement shall be construed without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. Captions in this Agreement are used for convenience only and shall not limit, broaden, or qualify the text.

21. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter of this Agreement.

22. **Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Texas and All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for "Frontier"'s address in Harlingen, Texas.

23. **SERVICE.** All written notices are deemed served if sent to the address of the party written above or appearing in "Frontier"'s electronic health record by first class U.S. mail. You agree that your electronic signature is the legal equivalent of your manual signature.

Frontier **Direct Care, LLC**

\_\_\_\_\_ **Name of Physician (printed)**

\_\_\_\_\_ **Signature of Physician**

\_\_\_\_\_ **Date**

## Appendix 1

### ***Services and Payment Terms***

1. **Medical Services.** As used in this Agreement, the term Medical Services shall mean those medical services that the Physician, himself is permitted to perform under the laws of the State of Texas and that are consistent with his training and experience as a family medicine physician, as the case may be. "Patient" shall also be entitled to an annual in-depth "wellness examination and evaluation," which shall be performed by the Physician, and include the following:

Health Risk Assessment

Vision and Hearing Screening

Pulmonary Function Testing

EKG

Comprehensive Lab Screening\*

Body Fat Analysis

Psychosocial Screening

Custom Wellness Plan to Include Exercise and Dietary Plan

\*Some restrictions apply

The Physician may from time to time, due to vacations, sick days, and other similar situations, not be available to provide the services referred to above in this paragraph 1. During such times, "Patient"'s calls to the Physician, or to the Physician's office, will be directed to a physician who is "covering" for the Physician during his absence. "Frontier" will make every effort to arrange for coverage but can not guarantee such coverage.

2. **Non-Medical, Personalized Services.** "Frontier" shall also provide "Patient" with the following non- medical services ("Non-Medical Services"):

(a) **24/7 Access.** "Patient" shall have access to the Physician via instant messaging and video chat. "Patient" shall also have direct telephone and pager access to the Physician on a twenty-four hour per day, seven day per week basis. "Patient" shall be given a phone number where "Patient" may reach the Physician directly around the clock. During the Physician's absence for vacations, continuing medical education, illness, emergencies, or days off, "Frontier" will provide the services of an appropriate licensed

healthcare provider for assistance in obtaining medical services. "Patient" shall be given instructions as to how to contact such healthcare provider.

(b) E-Mail Access. "Patient" shall be given the Physician's e-mail address to which non-urgent communications can be addressed. Such communications shall be dealt with by the Physician or staff member of the Practice in a timely manner. "Patient" understands and agrees that email and the internet should never be used to access medical care in the event of an emergency, or any situation that "Patient" could reasonably expect may develop into an emergency. "Patient" agrees that in such situations, when a "Patient" cannot speak to Physician immediately in person or by telephone, that "Patient" shall call 911 or the nearest emergency medical assistance provider, and follow the directions of emergency medical personnel.

(c) No Wait or Minimal wait Appointments. Every effort shall be made to assure that "Patient" is seen by the Physician immediately upon arriving for a scheduled office visit or after only a minimal wait.

(d) Same Day/Next Day Appointments. When "Patient" calls or e-mails the Physician prior to noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule an appointment with the Physician on the same day. If the "Patient" calls or e-mails the Physician after noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule "Patient"'s appointment with the Physician on the following normal office day. In any event, however, "Frontier" shall make every reasonable effort to schedule an appointment for the "Patient" on the same day that the request is made.

(e) Home or Office Visits. "Patient" may request that the Physician see "Patient" in "Patient"'s home or office, and in situations where the Physician considers such a visit reasonably necessary and appropriate, he will make every reasonable effort to comply with "Patient"'s request.

(f) Visitors. Family members\* temporarily visiting a "Patient" from out of town may, for a two- week period, take advantage of the services described in subparagraphs (a), (c), and (d) of this paragraph. Medical services rendered to "Patient"'s visitors shall be charged on a fee-for-service basis.

**\*Family members who are Medicare beneficiaries must be covered by a Medicare opt out and waiver agreement in order to be treated by a "Frontier" Physician.**

(g) Specialists. "Frontier" Physician shall coordinate with medical specialists to whom "Patient" is referred to assist "Patient" in obtaining specialty care. "Patient" understands that fees paid under this Agreement do not include and do not cover specialists fees or fees due to any medical professional other than the "Frontier" Physician.





## Appendix 2

National Government Services, Inc. Page: 1 of 2

Form #: BEN-13580 Form\_Revised 03/23/2009 529\_0309

### Medicare Private Contract

This agreement is entered into this \_\_\_\_\_(Date), by and between \_\_\_\_\_ (hereinafter called "physician"), whose principal medical office is located at 1203 W Harrison Avenue, Harlingen, TX 78550 and \_\_\_\_\_ (a "Patient" enrolled in Medicare Part B, hereinafter called ""Patient""), who resides at \_\_\_\_\_.

#### Background

A provision in the Social Security Act permits Medicare beneficiaries and physicians to contract privately outside of the Medicare program. Under the law as it existed prior to January 1, 1998, a physician was not permitted to charge a "Patient" more than a certain percentage in excess of the Medicare fee schedule amount. A new provision, which became effective on January 1, 1998, permits physicians and "Patient"s to enter into private arrangements through a written contract under which the "Patient" may agree to pay the physician more than that which would be paid under the Medicare program.

A "private contract" is a contract between a Medicare beneficiary and a physician or other practitioner who has opted out of Medicare for two years for all covered items and services he/she furnishes to Medicare beneficiaries. In a private contract, the Medicare beneficiary agrees to give up Medicare payment for services furnished by the physician/practitioner and to pay the physician/practitioner without regard to any limits that would otherwise apply to what the physician/practitioner could charge.

The purpose of this contract is to permit the "Patient" (who is otherwise a Medicare beneficiary) and the physician to take advantage of this new provision in the Medicare law and sets forth the rights and obligations of each. This agreement is limited to the financial arrangement between Physician and "Patient" and is not intended to obligate either party to a specific course or duration of treatment.

"Patient"s and physicians who take advantage of this provision are not permitted to submit claims or to expect payment for those services from Medicare.

#### Exception:

In an emergency or urgent care situation, a physician/practitioner who opts out may treat a Medicare beneficiary with whom he/she does not have a private contract and bill for such treatment. In such a situation, the physician/practitioner may not charge the beneficiary more than what a nonparticipating physician/practitioner would be permitted to charge and must submit a claim to Medicare on the beneficiary's behalf. Payment will be made for Medicare covered items or services furnished in emergency or urgent situations when the beneficiary has not signed a private contract with that physician/practitioner.

### **A. Obligations of Physician**

1. Physician agrees to provide such treatment as may be mutually agreed upon by the parties and at mutually agreed upon fees.
2. Physician agrees not to submit any claims under the Medicare program for any items or services even if such items or services are otherwise covered by Medicare.
3. Physician acknowledges that (s)he will not execute this contract at a time when the "Patient" is facing an emergency or urgent health care situation.

### **B. Obligations of "Patient"**

1. "Patient" or his/her legal authorized representative agrees not to submit a claim (or to request that the physician submit a claim) under the Medicare program for such items or services as physician may provide, even if such items or services are otherwise covered under the Medicare program.
2. "Patient" or his/her legal authorized representative agrees to be responsible, whether through insurance or otherwise, for payment of such items or services and understands that no reimbursement will be provided under the Medicare program for such items or services.
3. "Patient" or his/her legal authorized representative acknowledges that that Medicare limits do not apply to what the physician/practitioner may charge for items or services furnished by the physician/practitioner.
4. "Patient" acknowledges that Medigap plans do not, and other supplemental insurance plans may elect not to, make payments for items and services not paid for by Medicare.
5. "Patient" acknowledges that (s)he has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and that the (s)he is not compelled to enter into private contracts that apply to other Medicare covered services furnished by other physicians or practitioners who have not opted out.
6. "Patient" acknowledges that (s)he or his/her legal representative understands that Medicare payment will not be made for any items or services furnished by the physician/practitioner that would have otherwise been covered by Medicare if there were no private contract and a proper Medicare claim had been submitted.

C. Physician's Status "Patient" further acknowledges his/her understanding that physician (has/ has not) been excluded from participation under the Medicare program under Section 1128.

D. Term and Termination This agreement shall commence on the above date and shall continue in effect until \_\_\_\_\_ (physician should insert date which is two [2] years after [s]he signs the affidavit). Despite the term of the agreement, either party may choose to terminate treatment with reasonable notice to the other party. Notwithstanding this right to terminate treatment, both physician and "Patient" agree that the obligation not to pursue Medicare reimbursement, for items and services provided under this contract, shall survive this contract.



# Frontier Direct Care Policies

**Payments:** We do not accept any third-party payments. We will not bill third-party payors. Upon request, we will provide an invoice if "Patient"s wish to seek reimbursement through a third party payor.

**Medication Refill Requests:** Please contact the pharmacy first for refills. Please confine routine refill requests to regular business hours.

**Appointments:** We will prioritize timeliness for your appointments. Arrivals later than the scheduled appointment time may require abbreviated appointments or rescheduling for a later date.

**Cancellation:** Please provide 24 hours notice for appointment cancellation.

**Changes of information:** Please provide updates to address, phone number, or credit card information as soon as possible. Failure to notify us resulting in missed payments will invalidate the direct primary care agreement until payment is made.

**Narcotics:** We prescribe narcotics solely for cancer pain or post-surgical pain. Narcotics are not kept in the office.

**Right of Conscience:** "Frontier" strongly affirms rights of conscience for healthcare workers and expects each clinician to practice medicine within the bounds of his or her own conscience. At no time will a clinician or employee be forced to perform, facilitate or refer for any medical treatment in which he or she is unwilling to participate.

**Abortions:** We do not engage or refer for any treatment intended to cause an abortion.

**Gender reassignment:** We do not engage or refer for any treatment intended to alter gender.

**Residents and Students:** As a member of our practice you may encounter resident physicians and medical students. We invite and encourage you to participate in the education of these bright, enthusiastic and energetic trainees. You will always be evaluated by your clinician even when seen by a resident or student.

**By signing below you acknowledge having read, understood the above and indicate agreement with the above information and expectations.**