

## Member Access AGREEMENT Frontier Direct Care

This is an Agreement between Frontier Health Access, LLC with its primary office located at 1203 W. Harrison Avenue, Harlingen, TX 78550 (hereinafter called "Frontier"), Physician in his/her capacity as an agent of Frontier, and you, (hereinafter called "Member").

### 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 Member with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

### Definitions

- 1. Member.** A Member 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, Member 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 Member 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.** Member 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 Member. The Member shall retain full and complete responsibility for any such determination. If the Member is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then Member 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. Member shall renew and sign the agreement in Appendix 2 every 2 years.
- 6. Insurance or Other Medical Coverage.** Member 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. Member acknowledges that Frontier has advised that Member obtain or keep in full force such health insurance policy(ies) or plans that will cover Member for general

healthcare costs. Member 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 Member 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 Member's account. Membership privileges are fully earned upon payment, and Member will have full access to all Frontier Services upon first payment. Charges will occur on the day of the month on which the Member first registers and will automatically renew for successive monthly terms. A detailed receipt will be sent to the email address used for registration following each membership charge.

**8. Payment Method.** A payment method is required when registering for Frontier membership and will be maintained in the Member account profile. The Member 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 Member. If no Payment Method is connected to the account, or if the primary Payment Method is declined, the Member remains responsible for any uncollected amounts and subject to the Termination policy stated below.

**9. Termination.** Notwithstanding the above, both Member 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 beginning of the Term.

In the event of an unsuccessful automated charge, the Member 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 Member of membership being terminated. Should a Member 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. Voluntary Cancellation Method.** Frontier Membership can be cancelled at any time after the period of three months from the date of this Agreement (see "3 Month Commitment Agreement"). Member acknowledges that cancellation of membership is the sole responsibility of Member, and Frontier will not be liable to Member for untimely notice of cancellation of membership. If Member wishes to cancel membership, Member agrees to submit [Frontier Membership Cancellation Request Form](#) 7 business days prior to the end of the current billing period. If membership cancellation form is submitted less than 7 business days prior to the end of the current billing period, the member will be subject to the next month's membership fee. Furthermore, upon cancellation, it is the responsibility of Member to pay off remaining membership account balance, and should Member 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, Member authorizes Frontier, and its Physicians to communicate with Member by e-mail regarding Member'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). Member 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 Member's permanent medical record; and, (d) Member 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 Member does not receive a response to an e-mail message within one day, Member agrees to use another means of communication to contact the Physician. Neither Frontier, nor the Physician will be liable to Member for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Member 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 Member, Member agrees to pay Frontier an amount equal to the reasonable value of the Services actually rendered to Member 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 Member 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 Member may have under it, may not be assigned, or transferred by Member.

18. **Relationship of Parties.** Member 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.** Member acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Member 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 Health Access, 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. Member 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, Member’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 cannot guarantee such coverage.

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

(a) **24/7 Access.** Member shall have access to the Physician via instant messaging and video chat. Member shall also have direct telephone and pager access to the Physician on a twenty-four hour per day, seven day per week basis. Member shall be given a phone number where Member 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. Member shall be given instructions as to how to contact such healthcare provider.

(b) **E-Mail Access.** Member 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. Member 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 Member could reasonably expect may develop into an emergency. Member agrees that in such situations, when a Member cannot speak to Physician immediately in person or by telephone, that Member 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 Member 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 Member 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 Member 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 Member'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 Member on the same day that the request is made.

(e) Home or Office Visits. Member may request that the Physician see Member in Member'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 Member's request.

(f) Visitors. Family members\* temporarily visiting a Member 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 Member'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 Member is referred to assist Member in obtaining specialty care. Member 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 Member enrolled in Medicare Part B, hereinafter called “Member”), 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 Member 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 Members to enter into private arrangements through a written contract under which the Member 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 Member (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 Member and is not intended to obligate either party to a specific course or duration of treatment.

Members 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 "Member" is facing an emergency or urgent health care situation.

**B. Obligations of Member**

1. Member 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. Member 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. Member 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. Member 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. Member 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. Member 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 Member 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 Member 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 Members 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.**