

BRAND NEW MED MEMBERSHIP AGREEMENT

This is an agreement between **Brand New MED, PLLC**, a Texas Professional Liability Corporation with physical practice address at 206 YMCA DRIVE, Suite 103, Waxahachie, TX 75165 (**BRAND NEW MED**), NATALIA J SOUTHERLAND, MD (physician) in their capacity as an agent of **BRAND NEW MED** for **YOU (the Patient)**

The **Physician who** specializes in Family Medicine, delivers care on behalf of **BRAND NEW MED** at the address set forth above and at previously agreed upon worksite locations in Ellis and Dallas Counties. In exchange for certain fees paid by, **YOU, BRAND NEW MED**, 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: - It is important that this **Agreement** be clear and unambiguous to both parties. Therefore, we will attempt to use certain terms in the same way throughout this **Agreement**. These terms are as follows:

“Agreement” or “Membership Agreement” shall mean this client Membership Agreement.

“BRAND NEW MED” shall include any physician, nurse practitioner or PA employed or retained by BRAND NEW MED, PLLC

“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 in Appendix 1 & 2 and incorporated by reference to this agreement

“Participant/Member” shall mean all the rights, privileges, duties and obligations you undertake by agreeing to participate in the practice

“Terms” This agreement shall commence on the date signed by the parties below and shall continue for a period of 12 months predetermined at the time of the enrollment

“Participant/ Participation fee/ Membership Fee” shall mean the fee charged to the **Participants** in return for the services listed in the **Exhibit B**. The fee is payable upon execution of this agreement and is in payment for services provided to the Patient during the term of this Agreement. If this Agreement is cancelled by either party before the termination date, then **BRAND NEW MED** shall only refund the **Patient’s** prorata share of the original full year payment, remaining after deducting individual charges for month rendered to **Patient** up to cancellation. Monthly payments are not prorated. Services are only rendered to members whose accounts are in good standing at the time a service is requested.

“Participation period” shall mean the period beginning on the date you sign this **Agreement** and payment is credited. **A three month sign up period is required**

“Practice” shall mean **BRAND NEW MED** as described in detail in the **Agreement**

“Account on File” shall mean a ACH debit or credit card kept on record to be charged monthly

“You” or “Your” shall mean all **Participant(s)** as defined above.

“Medical Services/Covered Services” as used in this agreement shall mean those medical services that the Physician himself is permitted to perform under the laws of Texas and that are consistent with his training and experience as a family medicine physician. Patient shall also be entitled to an in depth “Wellness Exam and Evaluation” and “Basic labs” which shall be performed by the physician in office and shall include the following: See Details listed in

Exhibit B
MEMBERSHIP:

- **Membership.** Patient hereby agrees to enroll as a member in the Practice's Direct Primary Care Membership Program ("Membership Program") beginning the effective date set forth above. By being a member of the program, Patient shall be eligible to receive certain basic medical services as described in **Exhibit B ("Covered Services")**, attached hereto and made part hereof, and shall be subject to the conditions and limitations described therein. Membership in the Practices Membership Program includes the **Covered Services** specifically described in Exhibit B. The practice may add or discontinue **Covered Services** at any time, as it may choose at its sole discretion. The Practice shall provide at least sixty (60) days advanced written notice upon any change to the Covered Services listed in **Exhibit B**.
- **Membership Fees.** Patient agrees to pay a monthly fee ("Membership/Participation Fee") in accordance with the schedule attached hereto as **Exhibit A** and made a part hereof ("Membership Fee Schedule"). Membership Fees are based on age and family size. Membership fee shall be due in arrears on the first day of the month. Membership for the month of sign up will **NOT** be prorated.
- **Late Fee.** If the patient is unable to pay the monthly **Membership Fee** in full and on time, Patient shall be **charged a late fee of Thirty Dollars (\$30.00)** and the Practice may, in its sole discretion, terminate this Membership Agreement. There will be a **5 days grace period**.
- **Changes to Membership Fee Schedule.** The Practice may amend the **Membership Fee** Schedule at any time, as it may determine in its sole discretion, upon providing Patient at least sixty (60) days advance written notice.
- **YOUR** participation in the Practice runs from the date you sign this agreement and the payment is processed the first day of the month (unless another date agreed upon and noted on **Membership Agreement**) for exactly one (1) year. **Annual Membership** is based on Age (see **Exhibit A**)
- **Payment Terms**
- The monthly **Participation fee** is payable by debit or credit card (Visa, Master Card, American Express or Discover)
- Credit and debit cards will require a **ACH ACCOUNT ON FILE**. Your card will be charged automatically **the first of the month**. In the event of a non-payment, a \$30 late fee will be charged, and the registered account will be drafted 5 days after the payment due date, Annual payments can be processed via check as well. **Participation fees** are subject to change at the time of renewal (one (1) year from the date of signature) and you will be notified in advance. Your participation will renew annually. 45 days prior to the end of your Participation Year, you will receive an electronic mail or standard mail reminder, sent to the email address or standard mail address you designate at the time of registration, outlining any changes. If you do not wish to renew, please notify us in writing one month before the end of your current Participation Year and no cancellation penalties will be assessed.

- **HOW TO CANCEL YOUR PARTICIPATION:**

You may withdraw your monthly membership **after ninety days of Participation** by providing 30 days written notice (email, registered mail or fax) prior to the date you wish to withdraw from participation.

- **ALL APPOINTMENTS ARE SUBJECT TO A NO – SHOW FEE OF \$50 WHICH WILL BE CHARGED ON THE DAY OF THE MISSED APPOINTMENT.**
- **Non-Medical, Personalized Services:** **BRAND NEW MED, PLLC** shall also provide Patient with the following nonmedical services (“**NONMEDICAL SERVICES**”)

(A) 24/7 Access. **Patient** shall have access to physician on a twenty- four hour per day, seven day a week basis. **Patient** Shall be given a phone number where the patient may reach the Physician directly around the clock. During the **Physician’s** absence for Vacations, continuing education, illness, emergencies or days off **BRAND NEW MED** will make sure that the patient has been taken care of and provided knowledge of where to obtain care based on condition. **BRAND NEW MED** is a growing practice and will be revising hours as patient population grows. Scheduled office hours may change. During this period Dr. Southerland will be available should you need medical intervention during nonscheduled office hours.

(B) Email access - Patient shall be given the **Physician’s** email address to which non-urgent communications can be addressed. such communications shall be dealt with by the **Physician** or staff member in a timely fashion. **Patient** understands and agrees that email, texting or the internet should never be used to access medical care in the event of an emergency or any situation that the patient could reasonably expect to develop into an emergency. **Patient agrees that in such situations, when a Patient cannot speak to the PHYSICIAN immediately in person or by telephone, that the PATIENT shall call 911 or the nearest emergency medical provider and follow the directions of emergency medical personnel.**

(C) No wait or Minimal Wait Appointments., Every effort shall be made to assure that the Patient

is seen immediately upon arriving for a scheduled office visit or after only minimal wait. If the

Physician foresees a minimal wait time, the Patient shall be contacted and advised of the projected wait time.

(D) Same day /. Next Day appointment When a **Patient** calls or emails the **Physician** prior to

Noon on a normal office day (Monday Through Friday) to schedule an appointment, every reasonable effort will be made to schedule an appointment with the MD on the same day.

If the Patient Calls or email after noon on a normal office day (Monday through Friday) every reasonable effort will be made to make an appointment for the following day. In any event, however, BRAND NEW med will make every reasonable effort to schedule an

appointment for the Patient on the same day that the request is made.

(E) Personal Training: Individual evaluations for personal training and personal training sessions can be provided upon request and are subject to separate charges as listed in **EXHIBIT B**.

(F) Home Visits - Patient may request that the physician see the patient in the **Patient's** home or non-work location. For members, in situations where the **Physician** considers such a visit reasonably necessary and appropriate he will make every effort to comply with the **Patient's** needs.

Requests for a home visit (member or nonmember) after regular office hours will incur a fee of \$75

(G) Visitor Family Members * temporarily visiting a **Patient** from out of town for a two-week period, take advantage of services described in **Exhibit B**. Medical services rendered to the **Patient's** visitors shall be charged on a fee for service basis. (See **Exhibit A**)

- Family members who are Medicare beneficiaries must be covered by a Medicare opt-out and waiver agreement to be treated by a **BRAND-NEW MED PHYSICIAN**. (See **Medicare opt out -Exhibit C**)

(H) Specialists. **BRAND NEW MED** shall coordinate with medical specialists to whom the patient is referred to assist the **patient** in obtaining specialty care. **Patient** understands that fees paid under this agreement do not include specialist's fees or any fees due to any medical professional other than the **BRAND-NEW MED PHYSICIAN**

7. TERMINATION

Termination: Both the **Patient** and **BRAND-NEW MED** shall have the absolute and unconditional right to terminate the agreement, without showing of any cause for termination, **upon giving 30 days prior written notice** to the other party. Unless terminated as set forth above, the Agreement will automatically renew monthly/ for successive terms upon the payment of the fee listed at the end of the contract term.

Termination by Practice. The **Practice** may terminate this **Membership Agreement** upon providing **Patient** advance written notice. Such termination shall be effective on the last day of the then calendar month. Upon termination, the Practice shall cooperate in the transfer of Patient's medical records to the Patient's new primary care physician, upon the patient's written request and direction.

Termination by Patient. Patient may terminate this **Membership Agreement** at any time after the 90-day initial period and for any reason upon providing advance written notice to Practice. Such termination shall be effective on the last day of the then-current calendar month. **Membership fees** shall not be prorated for any month. **Monthly Membership Fees** will continue to accrue until Patient's written notice of termination is received by Practice at its Mailing location [PO Box 192444, Dallas, TX 75219].

Reinstatement. In the event **Patient** terminates this **Membership Agreement** after the Effective date hereof, **Patient** shall be ineligible for membership for a period of twelve (12) months following the effective date of termination, unless the Patient pays a fee in the amount of **Two Hundred Fifty Dollars (\$250.00) (“Early Reinstatement Fee”)**

YOUR RIGHTS AND RESPONSIBILITIES:

You participation in the Practice is voluntary, and you acknowledge that **BRAND NEW MED** and Dr. Southerland has not used coercion or exercised undue influence to induce you to participate in the Practice. **You represent and acknowledge that you do not know or should not have known on the date you sign this agreement that you are suffering from any urgent or emergency medical condition that might cause you to sign this agreement against your better judgement.,**

You represent and acknowledge that it has been explained to you that this is a growing practice and the you and the Physician will discuss your medical needs and that every effort will be made to address these needs.

Some of the health amenities that you will receive (health coaching and personal and functional training) may not constitute medical, clinical or diagnostic or therapeutic services that are NOT covered by **YOUR** private health insurance or other third-party program. Your private health insurance or other third-party payment program may not reimburse **YOU** for some of the diagnostic testing, laboratory tests, and other services you will receive during **YOUR** annual comprehensive exam, if performed. **YOU** are financially responsible for any unpaid balance with laboratory and diagnostic affiliates of **BRAND NEW MED, PLLC.**

The **Physician** from time to time, due to illness, need to participate in Continuing Medical Education duties, or vacation may not be available to provide the services listed above. At such times, Patients calls to the Physician or to the **Physician’s** offer will be directed in the best manner to take care of your medical needs. **BRAND NEW MED** will make every effort to arrange for coverage but cannot guarantee such coverage.

INSURANCE

BRAND NEW MED, PLLC is a non-participating entity for all governmental programs including but not limited to Medicare and Medicaid. Dr. Southerland has decided to formally opt out of Medicare to become effective Quarter starting April 2018. It shall be a breach of this agreement for Participant or Physician to submit any request for reimbursement to Medicare or any other governmental program for services provided hereunder.

(A) This program is not intended as a replacement of any health insurance or similar benefits program maintained by any third-party payor such as Medicare, Blue/Cross Blue Shield, Aetna, United Healthcare, etc. and does not affect any applicable co-payments, co-insurance, or deductible thereunder (which you must continue to pay under the terms of such insurance or insurance program). **THIS AGREEMENT IS A SERVICE CONTRACT AND NOT A CONTRACT OF INSURANCE.**

(B) THIS IS NOT AN INSURANCE POLICY

1. **Initial** _____ The **PRACTICE** is not a health insurance benefit plan. **YOU**, your private health insurance or other third-party payment program, or both will continue to be financially responsible for all services or amenities you receive that are not covered under this **AGREEMENT**.

THE PRACTICE STRONGLY ENCOURAGES THE PATIENT TO MAINTAIN HEALTH INSURANCE DURING THE TERM OF THIS MEMBERSHIP AGREEMENT TO COVER SERVICES THAT ARE NOT PROVIDED UNDER THIS MEMBERSHIP AGREEMENT. PATIENT SHOULD PURCHASE HEALTH INSURANCE TO COVER, AT MINIMUM, UNPREDICTABLE AND CATASTROPHIC EXPENSES.

2. **Initial** _____ **Insurance Claims.** **Patient** acknowledges and understands that the **Practice** is not a participating provider in any government or private health care plan. **Patient** acknowledges and understands that the **Practice** will not bill insurance carriers on the **Patient's** behalf for **Covered Services** provided to the **Patient** and the **Practice** will not bill any health care plan of which the **Patient** may be a subscriber or beneficiary for **Membership Fees** due and owing to the Practice under this Membership Agreement.

3. **Initial** _____ **Tax -advantaged Medical Savings accounts.** As of the date hereof, it is unlikely that the Membership Fees described in Section 2 constitute eligible medical expenses that are payable or reimbursable using a tax-advantaged savings account such as Health Savings Account("HSA"), Medical Savings Account ("MSA"), Flexible Spending Arrangement ("FSA"), Health Reimbursement Arrangement ("HRA"), or any other health plan similar thereto(collectively referred to as "tax-advantaged savings account"). Every health plan is uniquely different. The **Patient** should consult with their health benefits advisor regarding whether Membership Fees may be paid using funds contained in **Patient's** tax-advantaged savings account, as may be applicable.

4. **Initial** _____ **High deductible Health plans.** Because the **Practice** is not a participating provider in any governmental or private health care plan, third party, payers may not count the **Membership fees** incurred pursuant to this **Membership Agreement** toward any deductible. **Patient** may have a high deductible health plan. **Patient** should consult with their health benefits advisor regarding whether **Membership Fees** may be counted toward the **Patient's** deductible under a high deductible health plan, as may be applicable.

5. **Initial** _____ **Medicare.** **Patient** acknowledges and understands that the practice has opted out of participation in Medicare. This means that Medicare cannot be billed for any services performed by the Practice. **Patient** agrees not to make any attempt to collect reimbursement from Medicare for any services provided by the practice. Additionally, the Medicare opt Out Agreement must be signed with the Practice (See **Medicare opt Out, Exhibit C**)

6. **Initial** _____ You acknowledge and agree that the **Participation Fee** does not constitute payment (in whole or in part) of any medical, clinical, diagnostic or therapeutic services or for any items that are covered (in whole or in part), by any payors providing any benefits to you. Specifically, excluded from services provided under this agreement are diagnostic testing, treatment by any other physician group, medications, hospitalization and any lab services not described herein. The **PHYSICIAN** is also NOT a substitute for EMERGENCY MEDICAL CARE. Call 911 in the event of an emergency.

PRACTICE OBLIGATIONS

The primary goal in this endeavor is to provide and reestablish the Doctor/Patient relationship in healthcare. Additionally, we would like to focus on encouraging you in daily activity and making healthy lifestyle choices. **BRAND NEW MED** feels that patient and physician should interact and learn together. If you feel that is not accomplished and BRAND-NEW MED is not suitable for you, please notify use immediately and we will make every effort to assist you in transferring your care to a qualified medical practitioner of your choosing.

ELECTRONIC COMMUNICATIONS/PRIVACY

If you wish to communicate electronically with the Practice, you acknowledge that email, text messaging and video conference is not a secure medium for sending or receiving potentially sensitive personal health information. Although the practice will take steps to keep your communications with the Practice and its respective employees, agents and representative, confidential and secure, the confidentiality of electronic communications cannot be assured or guaranteed.

CHANGES IN THE PRACTICE

It may be necessary for **BRAND NEW MED** to change the practice substantially or change hours based on patient population at start up. You will be notified at the email address provided or by phone if this occurs.

DISCONTINUATION

We may discontinue the **Practice** at any time and we will notify you in advance if such action ensues. Any further participation fees will be refunded to you.

PHYSICIAN COVERAGE

The **Physician** from time to time, due to illness, need to participate in Continuing Medical Education duties, or vacation may not be available to provide the services listed above. At such times, Patients calls to the Physician or to the Physician's offer will be directed in the best manner to take care of your medical needs. **BRAND NEW MED** will make every effort to arrange for coverage but cannot guarantee such coverage

Indemnification. **Patient** agrees to indemnify and to hold the Practice and its members, directors, agents, and employees harmless from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, cost and expenses, including interest, penalties, attorney fees, etc. which are imposed or incurred by the **Practice** because of the **Patient's** breach of any **Patient** obligations under this agreement

Entire Agreement. This **Membership Agreement** constitutes the entire understanding between the parties hereto relating to the matters herein contained and shall not be modified or amended except in writing signed by both parties hereto.

Waiver. The waiver of either the **Practice** or **Patient** of a breach of any provision of this **Membership Agreement** must be in writing and signed by the waiving party to be effective and shall not operate or be construed as a waiver of any subsequent breach by either the Practice or **Patient**.

Change of Law. If there is a change of any law, regulation or rule, federal, state or local, which affects this **Membership Agreement**, any terms or conditions incorporated by reference in this **Membership Agreement**, the activities of **the Practice** under this **Membership Agreement**, or any change in the judicial or administrative interpretation of

any such law, regulation or rule, and the **Practice** reasonably believes in good faith that the change will have a substantial adverse effect on the **Practice's** rights, obligations or operations associated with this **Membership Agreement**, then the Practice may, upon written notice, require the **Patient** to enter into good faith negotiations to renegotiate the terms of this **Membership Agreement**. If the parties are unable to reach an agreement concerning the modification of this **Membership Agreement** within ten (10) days after the effective date of change, then the Practice may immediately terminate this membership agreement upon providing written notice to the patient.

ASSIGNMENT YOU may not assign this agreement to any of the rights, duties, privileges, or obligations which arise under it to any other party. Any attempt to do so will be null, void and of no legal effect.

BRAND NEW MED, PLLC

A Texas Limited Liability Company

By: _____

Natalia J. Southerland, MD, President

PATIENT:

Patient Name {Please Print}

Patient Signature **Date**_____