**RETAINER MEDICAL AGREEMENT BETWEEN PROVIDER AND PATIENT**

The RETAINER MEDICAL AGREEMENT BETWEEN PROVIDER AND PATIENT (the “Retainer

Medical Agreement”), is by and between the direct primary care provider (“**Provider**”) selected

upon enrollment through Divter G, Inc(“**Divterg**”) and the patient (“**Patient**”) as

named in the enrollment forms.

1.

Purpose of Retainer Medical Agreement.

The purpose of the Retainer Medical Agreement is to explain the scope of services

provided by Provider to the Patient in exchange for Patient directly paying a set monthly

fee as well as describe the terms and conditions of this Retainer Medical Agreement.

**Direct Primary Care is not insurance**. Membership includes a limited scope of primary care

services specified in section 12 of this agreement.

2.

Agency.

Provider has appointed Divterg to act as its **agent**in enrolling Patient as a direct primary

care patient of Provider and Provider represents to Patient that Divterg has authority to

bind Provider to the terms and conditions of this Retainer Medical Agreement.

3.

Services Provided.

Direct Primary Care is not insurance. DPC provides only the limited scope of Primary Care

Services specified in section 12 of this agreement. The patient is responsible for all services not

specified in the retainer medical agreement. Patient may cancel membership at any time.

Membership will be canceled within 1 to 3 business days of notice. If membership fee has been

paid for the current month, patient is entitled to receive a refund of the pro-rated membership

fee for the remainder of the month of cancellation. The Provider will provide to Patient the

primary care services (“**Services**”) identified by Provider during Patient’s enrollment. Patient may

request a copy of the Services provided by Provider at any time. Upon request, Divterg will

provide Patient a printed copy of the Services.

\_\_\_\_\_\_\_\_\_\_ Patient Initial **\*Patient acknowledges the clinic will NOT submit an invoice**

**to the patient’s insurance for any services provided under their Retainer Medical**

**Agreement.**

4.

Excluded Services.

For excluded services, the Provider will provide Patient with advance notice of any

additional charge prior to administration or delivery of an excluded service or

alternatively, recommend that you obtain from your insurer or health plan provider a

referral for further treatment. The Patient must pay for all services not covered under

Patient’s membership.

5.

Prescription Drugs.

Prescriptions may be offered at the patient’s clinic for a discounted cash price.

6.

Monthly Fee.

Divter G, Inc DPC will bill at the onset of this relationship, 3 months for the first bill then bill the Patient monthly on the anniversary date of Patient’s enrollment. One month free will be applied as discount if billed at yearly interval.

according to the option Patient selected during enrollment. A schedule of the monthly

fees by category is listed below. Patient will receive their bill and unless Patient has made

other prior arrangements with Divterg, payment will be automatically deducted from

Patient’s bank account as set up by Patient during enrollment. Others, such as Patient’s

employer, may pay the monthly fee on Patient’s behalf. If someone other than Patient

will pay Patient’s monthly fee, please provide this information to Divterg.

1. Individual $65/month
2. Individual + Spouse/Domestic Partner/Dependent $110/month
3. Family up to 4 $160/month
4. Each additional family member after 4 $40/month

7.

Fee Increases.

The Monthly Fee schedule listed in Section 6 is valid for twelve (12) months. If Patient’s

monthly fee is scheduled to increase after the 12th month of services provided to Patient

under this Retainer Medical Agreement, Divterg on behalf of the Provider will provide

Patient at least sixty (60) days advance written notice. We will not raise Patient’s monthly

fees more than once annually.

8.

Late Payments.

Payment will be considered late and Patient’s membership will be suspended if Patient’s

payment is not received within thirty (30) days of invoicing. If Patient is unable to pay the

monthly fee for any reason, it is Patient’s responsibility to contact Divterg in order to

make prior arrangements to make a late payment without termination. If Patient does

not contact Divterg before Patient’s payment is late, we reserve the right to terminate

this Retainer Medical Agreement. If Patient does not pay Patient’s monthly fee within

sixty (60) of invoicing, we may terminate this Retainer Medical Agreement in accordance

with the terms below.

9.

Termination/Cancellation.

Patient may terminate this Retainer Medical Agreement at any time and for any reason.

A cancellation form is provided to Patient at the clinic or through the Portal. Divterg

Services LLC will return a prorated portion of the monthly fee to Patient if membership is

canceled within the month paid. Divter G, Inc will process a refund of Patient’s

membership dues to the same account the patient used during enrollment within 1 – 3

business days. Availability of refund may be delayed by third parties. Check with your

bank for further details. During the twelve (12) month period after Patient signs this

Retainer Medical Agreement, we may only terminate this Retainer Medical Agreement

for one of the following reasons:

1. Patient fails to pay the direct fee under the terms required by this Direct

Agreement;

b. Patient performs an act that constitutes fraud;

c. Patient repeatedly fails to comply with a recommended treatment plan;

d. Patient is abusive and/or presents an emotional or physical danger to the

staff or other patients; or

1. The Provider discontinues operation as a direct practice.

In the event that we elect to terminate this Retainer Medical Agreement under this

section, we will provide Patient with notice and opportunity to obtain care from another

physician.

10.

Complaints.

In the event that Patient has any complaint about the services provided under this

Retainer Medical Agreement, Patient shall contact the following person for further

assistance:

Divter G, Inc

11901 Shadow creek Pkwy#111

Pearland, Tx 77584

(281) 760-1971

divterg@gmail.com

11.

No Discrimination.

The Provider does not decline to accept new direct patients or discontinue care to existing

patients solely because of the patient's health status. Further, the Provider does not

decline to accept any person solely on account of race, religion, national origin, the

presence of any sensory, mental, or physical disability, education, economic status, or

sexual orientation.

12.

Direct Primary Care Services.

\*You may or may not have all of these offerings available, as each clinic utilizing

Divterg DPC is independently owned. We will work with you on required services while

offering solutions to improve both patient care and clinic revenue.

• Annual Preventative Exam: CBC, Complete metabolic panel. TSH, Lipid Profile, Urinalysis, Hemoglobin A1c

• Office Visits (scheduled )

• Urgent Care ($20 from 5 pm to 8:30 pm)

• Secure Email Interaction

• EKG

• Urinalysis

• Blood Glucose

• All injection fees (medication costs not included)

• Urine Pregnancy Test

• Ear Irrigation

• Nebulizer Treatments

• Rapid Strep Test

• Flu Shot ($25)

• Well Child Exams

• Well Baby Exams

X-Ray ($20 with formal radiologist report)

Sutures $50 (Usually $250 or more)

PPD placement and reading

I, the Patient, authorize signature by electronic means to this Retainer Medical

Agreement and any other documents or instruments that may be provided to me during

enrollment or thereafter. By affixing my electronic signature to this Retainer Medical Agreement

during enrollment, I acknowledge and agree that: (a) I have read this Retainer Medical

Agreement; and, (b) prior to enrollment I had an opportunity to discuss any questions I may have

had about the terms contained within this Retainer Medical Agreement with the Provider.

Further, I have the right to have this Retainer Medical Agreement provided or made available on

paper or in non-electronic form at no additional fee to me. I may update my electronic contact

information or withdraw consent at any time of the use of my electronic signature by contacting

Divterg at the address, phone number or email in Section 10 above.

Patient Signature Date