



DIRECT PRIMARY CARE PATIENT AGREEMENT Meridian Springs, Inc

This is an Agreement between Meridian Springs, Inc., (**Practice**), a Texas corporation located at 25420 Kuykendahl Rd Suite D700 Tomball, TX 77375-3405, Bhavana Rao, MD (**Physician**) in her capacity as an agent of Meridian Springs, Inc and You (**Patient**).

Background

The Physician practices family medicine and delivers care on behalf of Meridian Springs, Inc., in Tomball, Texas at the address set forth above. In exchange for certain fees paid by Patient, Practice, through its Physician, agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement. The practice website is <http://www.springsMD.com>.

Definitions

- 1. Patient.** Patient is defined as those persons for whom Physician shall provide Services, and who are signatories to and incorporated by reference to this agreement.
- 2. Services.** As used in this Agreement, the term Services shall mean a package of ongoing primary care services, both medical and non-medical and certain amenities (collectively **Services**), which are offered by Practice, and set forth in Appendix 1. Patient will be provided with methods to contact the physician via phone, email, and other methods of electronic communication. Physician will make every effort to address the needs of the Patient in a timely manner, but cannot guarantee availability, and cannot guarantee that the patient will not need to seek treatment in the urgent care or emergency department setting.
- 3. Fees.** In exchange for the services described herein, Patient agrees to pay Practice the amount as set forth in Appendix 1, attached. Applicable enrolment fees are payable upon execution of this agreement. These fees may change with time. Patient will be notified 30 days in advance of any fee changes.
- 4. Non-Participation in Insurance.** Patient acknowledges that neither Practice, nor Physician, participate in any health insurance nor HMO plans. Neither Practice nor Physician make any representations regarding third party insurance reimbursement of fees paid under this Agreement. Patient shall retain full and complete responsibility for any such determination.
- 5. 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 Practice, or its Physician. Patient acknowledges that Practice has advised that Patient obtain or keep in full force such health insurance policy(ies) or plans that will cover Patient for general health care costs. Patient acknowledges that THIS AGREEMENT IS **NOT** A CONTRACT THAT PROVIDES HEALTH INSURANCE, in isolation does NOT meet the insurance requirements of the Affordable Care Act, and is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry. This Agreement is for ongoing primary care, and Patient may need to visit the emergency room or urgent care from time to time. Physician will make every effort to be available via phone, email, other methods such as "after hours" appointments when appropriate, but Physician cannot guarantee 24/7 availability.



- 6. Term.** This Agreement will commence on the date it is signed by Patient and Physician below and will extend monthly thereafter. Notwithstanding the above, both Patient and Practice shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination. Patient may terminate the agreement with twenty-four hours prior notice, but Practice shall give thirty days prior written notice to Patient and shall provide Patient with a list of other practices in the community in a manner consistent with local patient abandonment laws.

Reasons Practice may terminate the agreement with the Patient may include but are not limited to:

- (a) Patient fails to pay applicable fees owed pursuant to Appendix 1 per this Agreement;
 - (b) Patient has performed an act that constitutes fraud;
 - (c) Patient repeatedly fails to adhere to the recommended treatment plan, especially regarding the use of controlled substances;
 - (d) Patient is abusive, or presents an emotional or physical danger to the staff or other patients;
 - (e) Practice discontinues operation; and
 - (f) Practice has a right to determine whom to accept as a Patient, just as a Patient has the right to choose his or her physician.
 - (g) Practice may also may terminate a Patient without cause as long as the termination is handled appropriately (without violating patient abandonment laws).
- 7. Privacy & Communications.** You acknowledge that communications with Physician using e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communication. Practice will make an effort to secure all communications via passwords and other protective means and these will be discussed in an annually updated Health Insurance Portability and Accountability Act (HIPAA) "Risk Assessment." Practice will make an effort to promote the utilization of the most secure methods of communication, such as software platforms with data encryption, HIPAA familiarity, and a willingness to sign HIPAA Business Associate Agreements. This may mean that conversations over certain communication platforms are highlighted as preferable based on higher levels of data encryption, but many communication platforms, including email, may be made available to Patient. If Patient initiates a conversation in which Patient discloses "Protected Health Information (PHI)" on one or more of these communication platforms then Patient has authorized Practice to communicate with Patient regarding PHI in the same format.
- 8. 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 the provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.
- 9. Reimbursement for Services if Agreement is invalidated.** If this Agreement is held to be invalid for any reason, and if Practice is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay Practice an amount equal to the fair market value of Services actually rendered to Patient during the period of time for which the refunded fees were paid.
- 10. Assignment.** This Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient.



11. Jurisdiction. This Agreement shall be governed and constructed 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 Practice address in Tomball, Texas.

12. Patient Understandings (initial each):

_____ This Agreement is for ongoing primary care and is not a medical insurance agreement.

_____ I do NOT have an emergent medical problem at this time.

_____ I am enrolling (myself and my family if applicable) in Practice voluntarily.

_____ I understand that I am enrolling in a membership-based practice that will bill me monthly.

_____ In the event of a medical emergency, I agree to call 911 first.

_____ I understand Physician at Meridian Springs Primary Care will make every effort to be available but may not always be able to see me on a same-day basis. I may be referred to an urgent care for same-day service.

_____ I do NOT expect the practice to file or fight any third party insurance claims on my behalf

_____ This Agreement does not meet the individual insurance requirement of the Affordable Care Act.

_____ This Agreement is non-transferable.

_____ I do NOT expect the practice to prescribe chronic controlled substances on my behalf.

(These include commonly abused opioid medications, benzodiazepines, and stimulants.)

_____ I understand failure to pay the membership fee will result in termination from Practice.

Patient Name _____ Date _____

Patient (or Guardian) Signature _____

Physician Name _____

Physician Signature _____ Date _____



APPENDIX 1: Meridian Springs Primary Care Periodic & Enrollment Fees and Services

This Agreement is for ongoing primary care. This Agreement is not health insurance. Patient may need to use the care of specialists, ERs and/or urgent care centers that are outside of the scope of this Agreement. Each Physician within the Practice will make an appropriate determination about the scope of services offered by the Physician. Examples of conditions we treat, procedures we perform, and medications we prescribe are attached herein, listed on our website and are subject to change.

Meridian Springs Primary Care Fee Schedule:

Enrollment Fee - This is charged when Patient enrolls with Practice and is nonrefundable. If a patient discontinues membership and wishes to re-enroll in the practice we reserve the right to decline re-enrollment or to require a re-enrollment fee of \$150.00.

Monthly Periodic Fee - This fee is for ongoing primary care services. We prefer that you schedule visits more than 24 hours in advance when possible. We do not provide walk-in urgent care services.

Enrollment fee is \$ 100.00.

Monthly periodic fee thereafter is:

- \$50.00 per month for patients 22 years of age and older,
- \$65.00 per month for patients 46 years of age and older,
- \$75.00 per month for patients 65 years of age and older,
- \$25.00 for patients 21 years of age and under OR \$10.00 for patients 21 years of age and under with an adult family member-patient of Meridian Springs Primary Care

There is only one enrollment fee due per family members residing in the same household in a given calendar year.

Included Services:

Ongoing Primary Care and In-Office Procedures - There are no fees for office visits. Some procedures have a nominal additional fee to cover the cost of supplies. These are detailed below and are subject to change.

Laboratory Studies - will be charged according to the low negotiated direct price plus 10%.

Pathology - studies will be ordered in the most economical manner possible. Anticipated prices for these studies are listed below and on our website.

Surgery and Specialist Consults will be ordered in the most cost effective manner possible for Patient. We utilize a specialty consult service, when possible to save on Patient's on healthcare costs.

Vaccinations are NOT offered in our office at this time with the exception of flu shots, Tetanus, Tdap and special order immunizations. We will make an effort to help you obtain needed vaccinations at a low cost.

After-Hours Visits - There is no guarantee of after-hours availability. This agreement is for ongoing primary care, not emergency or urgent care. Physician will make reasonable efforts to see you and be available electronically as needed after hours if your Physician is available.



Acceptance of Patients - We reserve the right to accept or decline patients based upon our capability to appropriately handle the patient's needs. We may decline new patients pursuant to the guidelines proffered in Section 7 (Term), because Physician's panel of patients is full or because a Patient requires medical care not within Physician's scope of services.

Hospital Services and Obstetric Services are NOT a part of our membership. Physician may visit Patient if requested by Patient or a representative if Patient is hospitalized but Physician will not write orders.

	Meridian Springs Primary Care Services	
Services	Wellness Exams including Well Child & Sports Physicals	Included
	Same Day/Next Day Visits	Included
	Telemedicine visits (email, phone, video chat)	Included
Procedures	EKG	Included
	Ingrown Toenail removal	Included
	Skin Lesion Removal or destruction (warts, sun spots, etc)	Included
	Joint Injections (knee, shoulder, trochanter, epicondyle)	Medication costs only
	Skin Lesion Excision & Biopsy (does not include pathology fee)	Medication costs only
	Pathology fee for removed skin lesions	\$65
	Laceration repairs	\$20/stitches & \$30/glue
	Pap Smears/ HPV Testing	Discounted lab rates
	Flu Shot	Medication costs only
	B12 Shot	Medication costs only
Complex Care	Diabetes Management	Included
	Hypertension Management	Included
	Heart Disease Management	Included
	Hyperlipidemia (cholesterol) Management	Included
	Mental Health/Wellness	Included
	Hospital Follow-Up and/or Pre-Op Evaluations	Included
	Weight Management Planning	Included



Labs/Imaging	Urinalysis	Included
	Urine Pregnancy Test	Included
	Rapid Strep Testing and/or Rapid Flu Testing	Included
	Wellness Labs (cmet, cholesterol profile)	Discounted Lab Prices
	Thyroid Testing (TSH, free T4)	Discounted Lab Prices
	Diabetes labs (cmet, cholesterol, A1c)	Discounted Lab Prices
	All other labs	Discounted Lab Prices often <65% billed retail
	Chest Xray (external imaging center)	\$45 (estimated)
	Ultrasounds, CT scans, MRI studies (external imaging center)	\$125-\$600 (estimated)