



QLMD Direct Primary Care
affordable healthcare

DIRECT PRIMARY CARE PATIENT AGREEMENT

This is an agreement between QLMD Direct Primary Care, (Practice),
Dr. Quincy Lucas, M.D. (Dr. Lucas), and

(Patient or Patient's Representative for Patient, or You or Your)

Background:

Dr. Lucas provides internal medicine/primary care services through the Practice. He would be honored to be your care provider. With that in mind, he agrees to provide you the services described in this agreement on the terms and conditions below. Additional information regarding Dr. Lucas, the Practice, and the care they provide can be found on the Practice's website at www.qlmddpc.com.

AGREEMENT:

The practice will provide the scope of services as specified in the Retainer Patient Agreement; SERVICES heading below (collectively Services pages 4- 6). We will let You know how and when you may contact Dr. Lucas via phone, email, and otherwise. Dr. Lucas will make every effort to address your needs in a timely manner, but cannot guarantee immediate availability, and cannot guarantee that You won't need to seek treatment in an urgent care, emergency department, or hospital setting. If so those costs will not be included in your membership.

What We Charge. You will pay the practice amounts described in Fee Schedule (see page 4-6). There may be some extra charges for more extensive treatment as listed in the Menu of Services and Fees. Though we aim for pricing stability, we must reserve the right to increase our fees. Of course, we will let you know before doing so.

Cancellation & Refund Policy. You can cancel Your membership at any time and the membership will be terminated at the end of the last calendar month paid. There is no cancellation fee or charge.

We Do not Take Insurance. Dr. Lucas and the Practice has made a very conscious decision NOT TO ACCEPT OR PARTICIPATE IN ANY INSURANCE PRODUCTS OR PROGRAMS. You should therefore anticipate that the fees You pay for Services will not be covered by any insurance You may have. In the same vein, Dr. Lucas has opted out of Medicare. So if You are a Medicare enrollee You acknowledge and understand that Medicare will NOT cover the Services provided by Dr. Lucas and the Practice. Rather, You must pay for the Services out of your own pocket, and neither Medicare nor Medicare Advantage nor Medi-Gap policies will reimburse you for these costs. Note, Medicare eligible patients must sign the Medicare Patient Acknowledgment Page.

And We Are Not Insurance. It's important that You understand that this agreement and the Services arrangement it describes are NOT an insurance plan, or a substitute for health insurance or other health plan coverage. We do NOT cover hospital, surgery center, or similar health services, or any other medical needs not personally provided by Dr. Lucas and described below. It is therefore vital You obtain and keep in full force health insurance policy(is) or plan(s) that will cover facility fees (hospitals and urgent care offices, for example) and general health care costs not included in the Services.

Our Availability. Our goal is to be available to You when you need us. However, You should understand this agreement is only for the ongoing primary care Services described. You may need to visit the emergency room, hospital, or urgent care from time to time- and as noted already those costs are not included in the Services. Dr. Lucas will, however, make every effort to be available by phone, email, and through other methods when needed- but he cannot, of course guarantee 24/7 availability.

Disclaimer. This agreement does not provide health insurance coverage, including the minimal essential coverage required by applicable federal law. It provides only the Services described. It is therefore essential that you obtain and maintain health care insurance to cover medical services not provided for under this agreement. You should note that employer benefits and tax-advantaged health benefits opportunities may not be used to pay membership fees. You should contact your employer, tax advisor, or health insurance representative regarding the use of HRA, HSA, FSA, medical reimbursement plan, and cafeteria plan benefits to pay your membership fees.

Term. Your right to Services begins the first day You make Your first membership payment, unless we otherwise agree in writing, and continues monthly thereafter so long as You continue making timely payments. Either You or we may terminate the agreement at any time. If we terminate, we will notify You in writing 30 days in advance. You may terminate with 24 hours' prior notice. Upon termination, pre-paid future membership fees will promptly be refunded.

Reasons the Practice may terminate this agreement on 30 days' prior notice may include but are not limited to:

- *You fail to pay applicable fees owed pursuant to the Fee Schedule;
- *You act fraudulently;
- *You repeatedly fail to adhere to the recommended treatment plan, especially regarding the use of controlled substances;
- *You are abusive, or present an emotional or physical danger to the Practices' staff or other patients; and
- *The Practice closes its doors

Of course, the Practice also may terminate a Patient without a specific reason as long as the termination is handled appropriately (per protocols consistent with patient- abandonment concerns). Likewise, the Practice may decide whom to accept as a patient, just as patients have the right to choose their physician.

PERIODIC & ENROLLMENT FEES

This agreement is for the ongoing primary care services described below. It is not health insurance. You may need additional care provided through specialists, hospitals, ERs, surgery centers, and/or urgent care centers. Those facilities and services are outside the scope of this agreement. You may also need tests, scans, therapies and other diagnostics or care that are not covered by this agreement. You will be responsible for paying these to the extent they are not covered by separate insurance You have obtained.

Enrollment Fee. You pay a non-refundable \$125 fee to enroll unless You have seen Dr. Lucas for direct care during the 12 month period prior to Your initial enrollment. If You discontinue Your membership for any reason and later request to re- enroll, we may decline re-enrollment. If we welcome You back, You will be required to pay a new enrollment fee.

Monthly periodic fees are:

\$50 per month- 18 years to 59 years

\$85 per month- 60+ years

\$150 per month- 60+ couples discount

\$200 per month, Family- up to five members in the same household

\$125 Home/Office visits within a 10 mile radius based on availability

Bonus* If you pre-pay for a 12 month period, You will receive a one month discount!

SERVICES: Summary of What You Can Expect From Your Membership.

Ongoing Primary Care and In-Office Procedures. There are no fees for office visits. Available in- office procedures are included for no additional fee or at a drastically reduced fee. See Menu of Services and Fees that follows.

Surgery and Specialist Referrals and Consults. Outside consults will be available at Your cost, requested only in consultation with You, and generally arranged as quickly as possible and in the most economical manner available.

After-Hours Visits. Though Dr. Lucas cannot guarantee after-hours availability, He will make reasonable efforts to be available electronically and by phone as needed after hours.

Acceptance of Patients. Dr. Lucas must reserve the right to accept or decline patients. Common reasons for declining to accept a patient include our inability to appropriately handle a patient's needs and the need to close the practice to new patients to avoid overcrowding.

REMINDER: Emergency, hospital, and obstetric services, among others, are NOT a part of Your membership. Dr. Lucas may in some situations may be available to visit You when hospitalized, but Dr. Lucas will not write orders in-hospital.

Severability. If for any reason any provisions of this agreement are invalid or unenforceable, the validity of the remaining provisions will not be affected, and the invalid or unenforceable provision will be deemed modified to the minimum extent necessary to make it consistent with applicable law, and it will then be enforceable.

Communications and Privacy. Dr. Lucas and the Practice are concerned about Your privacy. You will receive a Notice of Privacy Practices when You become a member, describing our privacy protocols. It is important that You understand up front that communications with Dr. Lucas using email, video, chat, instant messaging, and cell phones are not guaranteed to be secure. While encryption may be available in some platforms, it is not available in many, and it often requires that both parties to the conversation implement protections. Therefore if You want to be sure a communication is secure, You should see Dr. Lucas in person. Note, if You include Your health information in an unencrypted communication, You agree You are instructing Dr. Lucas to respond to You using the same unprotected format.

Reimbursement for Services if Agreement is Invalidated. If this agreement is held to be invalid for any reason, and if the Practice is therefore required to refund all or any portion of the monthly fees You paid, You agree that you will immediately pay the practice an amount equal to the fair market value of the Services actually rendered to You during the period covered by the refunded fees.

Assignment. You may not transfer or assign this agreement, or Your rights under it, to any other person. The Practice may assign this agreement to a successor medical practice if Dr. Lucas provides medical services for that practice.

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 resolved in a court of proper venue and jurisdiction for the Practice.

List of Services

	<u>Member</u>
Office Visit	Included
-Acute Care	
*urinary problems	
*upper respiratory infections	
*GI problems	
Consultation	Included
Physical Exam	Included
-Wellness Exams	
-Preventative Care	
EKG	Included
Oxygen Level Assessment	Included
<u>Procedures</u>	
Aspiration/Injection (joint, bursa)	Included
Ear Wax Removal	Included
Foreign Body Removal	Included
I & D Abcess	
Simple	Additional Fee
Complex(w packing)	Additional Fee
Hematoma	Additional Fee
Nail Excision	Additional Fee
Skin Tag Removal	Included
Cyst Drainage	Included
Suture Removal (repaired elsewhere)	Included
Wart Histofreeze	Included

List of Services

Member

Laceration Repair

Additional Fee

Burn Care (1st Deg)

Included

In House Labs

Finger Stick
Glucose

Included

Rapid Flu Test

Additional Fee

Strep Screen

Additional Fee

Urinalysis

Included

Occult Blood Test

Included

Urine Pregnancy
Test

Included

Outside Labs

-discounted

Outside Radiology

-discounted

Injectable Medications (administered in office)

*Additional Fee

List of Services

	<u>Member</u>
Diabetes Management	Included
Hypertension Management	Included
Hyperlipidemia (cholesterol) Management	Included
Thyroid Disorders	Included
Limited Cardiovascular and Pulmonary Disease Management	Included
Limited GI Disorder Management	Included
Mental Health/Wellness Care	Included
Hospital Follow-Up and Pre-Op Evaluations	Included
Weight Management Planning	Included

PATIENT UNDERSTANDINGS (initial each):

____ I understand I may cancel my membership at any time on at least 24 hours prior notice. I further understand that upon termination of my membership, for any reason, pre-paid future membership fees will be refunded. For example, if in January I pre-pay for the entire year, and my membership terminates in April, the practice will refund me the full amount I paid minus the first four months. I understand refunds will not be made for partial months.

____ I understand that I must pay for each membership month no later than the first day of the month unless I choose to prepay for a year, in which case I will receive a one month discount.

____ I understand this agreement in my membership covers only the ongoing primary care services described in the list of services, and that this arrangement is not medical insurance. I understand, I must pay for all medical services not included in LIST OF SERVICES.

____ I do not have an emergent medical problem at this time.

____ I am enrolling for membership in the Practice voluntarily. I understand I have other healthcare options.

____ In the event of a medical emergency, I agreed to call 911 first.

____ I understand I will be required to pay all medical costs to the extent they are not covered Services and are not covered by medical insurance I have obtained.

____ I understand Dr. Lucas will make reasonable efforts to be available when I have basic medical needs, but he may not always be available to see me on a same-day basis. I may, rarely, be referred to an urgent care for same-day service and in those circumstances I will have to pay for those services to the extent they are not covered by insurance I have.

____ I understand that from time to time Dr. Lucas will be unavailable, and that during these times I will be given the opportunity to consult with another physician at no additional cost.

____ I understand the Practice will not file or fight any insurance claims on my behalf.

____ I understand this agreement does not meet the Affordable Care Act's individual insurance requirement.

____ I do not expect the Practice to prescribe chronic controlled substances except when Dr. Lucas determines they are medically appropriate. (These include commonly abused opioid medications, benzodiazepines, and stimulants.)

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

Patient Name: _____ **Date:** _____

Patient Signature:

(or legal representative or guardian, if applicable)

QLMD Direct Family Care

By: Dr. Quincy Lucas, M.D., Member

Quincy Lucas, M.D., Personally

APPENDIX 1:

Medicare Patient Acknowledgments

Member is a Medicare Part B beneficiary seeking services covered under Medicare part B pursuant to Section 4507 of the Balance Budget Act of 1997. The practice has informed Member or his/her legal representative that Dr. Lucas and the practice have opted out of the Medicare program.

Note, Dr. Lucas has never been excluded from participating in Medicare part B under [1128] 1128, [1156] 1156, or [1892] 1892 of the Social Security Act; he simply has elected to opt out as a provider in the program.

Member or his/her legal representative agrees, understands, and expressly acknowledges the following (initial each):

____ Member or legal representative excepts full responsibility for payment of the Practice's membership fees.

____ Member or legal representative understands that Medicare limits do not apply to with the Practice may charge for the Services.

____ Member or legal representative agrees not to submit a claim to Medicare or to ask the Practice to submit a claim to Medicare.

____ Member or legal representative understands that Medicare payment will not be made for any of the services furnished by Dr. Lucas that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.

____ Member or legal representative enters into this contract with the knowledge that he/she has the right to obtain Medicare-covered items and services from practitioners who have not opted out of Medicare, and member is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other practitioners who have not opted out.

____ Member or legal representative understands that Medicare plans do not, and that other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.

____ Member or legal representative acknowledges that they are not currently experiencing an emergency or urgent healthcare situation.

____ Member or legal representative acknowledges that a copy of this contract has been made available to him/her.

Member Name: _____ **Date:** _____

Member Signature: _____
(or legal representative or guardian, if applicable)

QLMD Direct Primary Care

By: Quincy Lucas, M.D., Member