



MEMBERSHIP AGREEMENT

This is an Agreement entered into on _____, 20____, between Dominion Primary Care, PLLC, a Texas Professional Limited Liability Corporation, and _____(Patient).

Background

Dominion Primary Care is a Direct Pay Practice that delivers primary care services through its physician, Dr. Chrissy Navejar (Internal Medicine Physician) at 23535 W IH 10, Suite 2205, San Antonio, TX 78257. In exchange for certain fees, Dominion Primary Care agrees to provide you with the services described in the terms and conditions contained in this Agreement.

A. Definitions:

1. **Patient.** A patient is defined a person for whom the Physician shall provide Services, and who are signatories to, or listed on the documents attached on Appendix 1 and therefore incorporated into 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 Dominion Primary Care and its staff, and set forth in Appendix 1.
3. **Terms.** This agreement shall commence on the date signed by the parties below and shall continue for **Thirty (30) Days**. After the expiration of the initial thirty (30) day period, this Agreement shall be automatically renewed for successive Thirty (30) day periods thereafter. Physician services will only be provided for patients that are current with their membership fees. **If a patient has a balance that is greater than sixty days past due, the patient's membership will be considered cancelled** once the patient has been notified of the patient's past due account.
4. **Fees.** In exchange for the services described herein, Patient agrees to pay Dominion Primary Care the amount as set forth below. The Enrollment Fee is payable upon execution of this Agreement. This fee will be due if a patient cancels membership and chooses to reenroll at a later time. The Monthly, Quarterly, Biannually, or Yearly Fee shall constitute payment for the services provided to the Patient based on whether the Patient elects a monthly, quarterly, bi-annually, or yearly payment schedule. If the Agreement is cancelled by either

party, Dominion Primary Care shall refund the Patient any unearned fees remaining after deducting individual charges for services rendered to Patient up to the cancellation or termination date. Changes to membership fees may occur in the future, but Dominion Primary Care will notify patients in writing at least 90 days prior to change. The enrollment fee will be due at the time of execution of this Agreement.

B. Annual Membership Fees:

Enrollment/Reenrollment fee: \$65

<u>Age</u>	<u>Monthly</u>	<u>Yearly</u>
College student:	\$50	\$600
18-44:	\$70	\$840
45-64:	\$90	\$1080
65 and up:	\$110	\$1320

C. Services Not Covered by Insurance:

1. Non-Participation in Insurance. Patient acknowledges that neither Dominion Primary Care, nor the Physician, participate in any federally funded health care plans (ie Medicare) or private insurance or HMO plans or panels. Neither Dominion Primary Care, nor the Physician, make any representations whatsoever that any fees paid under this Agreement are covered by your health insurance or other third-party payment plans (FSA/HSA) applicable to the Patient. The Patient shall retain full and complete responsibility for any such determination. If the Patient is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, the Patient must notify the practice immediately as the practice is not currently accepting Medicare patients. This agreement acknowledges your understanding that the Physician does not accept Medicare, and as a result, Medicare cannot be billed for any services performed for you by the Physician. This means that a Medicare Beneficiary will not be reimbursed for the cost of the care rendered under this Agreement.
2. Insurance or Other Medical Coverage. Patient acknowledges and understands that this Agreement is not an insurance plan and not a substitute for any health insurance or other health plan coverage (including an HMO or PPO plan). It will not cover hospital services, or any services not personally provided by Dominion Primary Care or its Physicians. The Patient acknowledges that Dominion Primary Care has advised that patients obtain or keep in full force such health insurance policies or plans that will cover the Patient for general healthcare costs.

The Patient acknowledges that this Agreement is not a contract that provides health insurance or guarantee reimbursement for services from any third-party health plans (i.e. HSA or FSA accounts). This agreement is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry.

D. Term; Termination:

The Term of this Agreement will commence on the date first written above and will extend monthly thereafter. Both the Patient and Dominion Primary Care shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination and upon giving 30 days prior written notice to the other party. This Agreement will automatically renew as stated above.

E. Communications:

The Patient acknowledges that communications with the Physician using email, facsimile, video chat, instant messaging, and cell phones are not guaranteed to be secure or confidential methods of communications. As such, **the Patient expressly waives the Physician's obligation to guarantee confidentiality with respect to correspondence using such means of communication.** The Patient acknowledges that all such communications may become a part of the Patients medical record.

By providing the Patient's e-mail address, the Patient authorizes Dominion Primary Care and its Physicians to communicate (ie read emails and send email responses) with the Patient by email regarding the Patient's "Protected Health Information" (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and it's implementing regulations). Furthermore, by providing the Patient's e-mail address in Exhibit 1, the Patient acknowledges that:

- (a) Email 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 email and text communications confidential and secure, neither Dominion Primary Care, nor the Physician can assure or guarantee the absolute confidentiality of these communications;
- (c) At the discretion of the Physician, email and text communications may be made a part of the Patient's permanent medical record; and,
- (d) The Patient understands and agrees that email 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.

(e) If the Patient does not receive a response to an email message within 24 hours, the Patient agrees to use another means of communication to contact the Physician. Neither Dominion Primary Care, nor the Physician will be liable to the Patient for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to the Patient via email.

(f) Neither Dominion Primary Care, nor the Physician will be liable to the Patient 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) the Patient's failure to comply with the guidelines regarding use of e-mail communications set forth in this paragraph.

F. Miscellaneous Provisions.

1. Change of Law. If there is a change of any relevant law, regulation or rule, federal, state or local, which affects the terms of this Agreement, the parties agree to amend this agreement to comply with the law. If the parties are unable to reach an agreement concerning the modification of the Agreement within thirty days after the date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.
2. Severability. If any part 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, that part will be amended to the extent necessary to be enforceable and the remainder of the contract will stay in force as originally written.
3. Reimbursement for services rendered. If this Agreement is held to be invalid for any reason, and if Dominion Primary Care is therefore required to refund all or any portion of the monthly fees paid by the Patient, the Patient agrees to pay Dominion Primary Care an amount equal to the reasonable value of the Services actually rendered to the Patient during the period of time for which the refunded fees were paid.
4. Amendment. No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all parties. Except for amendments made in compliance with Section 1 above.

5. Assignment. This Agreement, and any rights the Patient may have under it, may not be assigned or transferred by the Patient.
6. Relationship of Parties. The Patient and the Physician intend and agree that the Physician, in performing her 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 her work and the manner in which it is performed.
7. Legal Significance. The Patient acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. The Patient 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.
8. Miscellaneous. This Agreement shall be construed without regard to any rules requiring that it be construed 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.
9. 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.
10. 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 Dominion Primary Care in San Antonio, Texas.

Chrissy A. Navejar, DO, for
Dominion Primary Care, PLLC

Signature of Patient

Name of Patient (printed)

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 is permitted to perform under the laws of the State of Texas and that are consistent with Physicians training and experience as an Internal Medicine physician. Services offered in the office are as follows:

1. Annual Physical Exams (Well Man and Well Woman/Pap exams)
2. Office visits for acute or chronic illness
3. Routine tests and labs that can be performed in the office (ie Rapid strep/flu, urinalysis, pregnancy testing, colon cancer screening)
4. EKG
5. Breathing treatments (nebulizer)
6. Minor dermatological procedures
7. Some vaccinations/injections
8. Phlebotomy/blood draws
9. Referrals to specialists and coordination of care as indicated

*Patient is responsible for all fees and costs associated with any procedure, laboratory testing, and/or specimen analysis that needs to be sent to the laboratory for evaluation

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 paragraph 1. During such times, patient calls to the Physician, or to the Physician's office, will be directed to a provider who is "covering" for the Physician during Physician's absence. Dominion Primary Care will make every effort to arrange for coverage but cannot guarantee such coverage.

2. Non-Medical, Personalized Services. Dominion Primary Care shall also provide the Patient with the following non-medical services ("Non-Medical Services"), which are complementary to our members in the course of care:

(a) 24/7 Access. The Patient shall have direct access to the Physician 24/7. The Patient shall be given a phone number where the Patient may reach the Physician directly for guidance regarding concerns that arise unexpectedly after office hours.

(b) Physician absence. During the Physician's absence for vacations, continuing medical education, illness, emergencies, or days off, Dominion Primary Care will attempt to provide the coverage services of a licensed healthcare provider for assistance in obtaining medical services. The Patient shall be given instructions as to how to contact such healthcare provider, and if such services are not available, the Patients will be given additional guidance on where to seek care.

(c) E-Mail Access. The 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 of the Practice in a timely manner. **The Patient 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 the Patient could reasonably expect may develop into an emergency.** The Patient agrees that in such situations, when the Patient cannot speak to the Physician immediately in person or by telephone, that the Patient shall call 911 or the nearest emergency medical assistance provider and follow the directions of emergency medical personnel.

(d) No Wait or Minimal wait Appointments. Reasonable effort shall be made to assure that patients are seen by the Physician immediately upon arriving for a scheduled office visit or after only a minimal wait.

(e) Same Day/Next Day Appointments. When the Patient calls or emails 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 Patient calls or emails the Physician after noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule the Patient's appointment with the Physician on the following normal office day. In any event, however, Dominion Primary Care shall make every reasonable effort to schedule an appointment for the Patient on the same day that the request is made.

(f) Home or Office Visits. The Patient may request that the Physician see the Patient in the Patient's home or office, and in situations where the Physician considers such a visit reasonably necessary and appropriate, she will make every reasonable effort to comply with the Patient's request.

(g) Specialists. Dominion Primary Care physician shall coordinate with medical specialists to whom the Patient is referred to assist the Patient in obtaining specialty care. **The Patient understands that fees paid under this Agreement do not include and do not cover specialist fees or fees due to any medical professional other than the Dominion Primary Care Physician.**

APPENDIX 2
PATIENT ENROLLMENT – MEDICAL AGREEMENT FORM
DOMINION PRIMARY CARE, PLLC

Annual fees as set out below shall apply to the following patient(s), who by signing below agree to the terms and conditions of the DOMINION PRIMARY CARE, PLLC Medical Agreement Form.

Printed Name	Date of Birth (MM/DD/YYYY)	Age
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Preferred Name	Email Address
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Street Address	City, State, Zip
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Home Phone	Work Phone	Cell Phone
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Marital Status	Ethnicity
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Current Occupation	Past Occupation
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How did you find out about us? _____

Spouse Name	Spouse Date of Birth (MM/DD/YYYY)	Spouse Age
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Spouse Work Phone	Spouse Cell Phone	Spouse email
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Child/Children to Whom this Agreement Applies:

Print Name	Date of Birth (MM/DD/YYYY)	Age
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Print Name	Date of Birth (MM/DD/YYYY)	Age
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Print Name	Date of Birth (MM/DD/YYYY)	Age
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Print Name	Date of Birth (MM/DD/YYYY)	Age
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Emergency Contact: _____ Relationship: _____
Phone #: _____
Previous Physician: _____
City: _____
Phone#: _____
Fax #: _____

Preferred Pharmacy Information

Name: _____
Phone #: _____
Location: _____

Preferred Payment Method*

- ☐ Yearly (Credit/Debit Card)
- ☐ Biannually (Credit/Debit Card)
- ☐ Quarterly (Credit/Debit Card)
- ☐ Monthly (Credit/Debit Card)
- ☐ Employer _____

I certify that I have read, understand, and agree to the terms set forth in Dominion Primary Care, PLLC Medical Agreement Form. I further certify that I have received a copy of this form.

Patient Signature: _____

Spouse Signature: _____

Child Signature: _____

Child Signature: _____

Child Signature: _____

Child Signature: _____

APPENDIX C
FEE ITEMIZATION

College Student/Employee	\$50 per month
18-44 years of age	\$70 per month
45-64 years of age	\$90 per month
65+ years of age	\$110 per month

Patient 1	\$ _____
Patient 2	_____
Additional Patients	_____
TOTAL MONTHLY RATE	\$ _____