

MyMDbcs Membership Agreement

I. Parties

The parties to this agreement consist of the Patient and MyMDbcs and this contract cannot be assigned to any other parties.

"Patient" refers to you, the Patient, whose name and signature are on the signature page of this agreement or the parent/guardian of any minor Patient.

"MyMDbcs" refers to Davidhizar Medical, PLLC, represented by its Managing Member, John D. Davidhizar, MD, and the physicians, nurses and staff hired to assist in the clinic.

II. Term and Termination

A. The term of this contract will begin on the date noted on the signature page and will be continuous and remain in full force and effect until it has been terminated by either party.

B. This contract can be terminated by either party, for any reason, with 30 days written notice. The Patient will be refunded a prorated amount of any pre-paid fees representing the remaining portion of the term.

III. MyMDbcs Clinical Responsibilities

A. The doctors and nurses at MyMDbcs will maintain, in good standing, the licenses and specialty certifications necessary to practice medicine in the state of Texas.

B. MyMDbcs will maintain all equipment, medications and procedures necessary to safely provide primary care services within their office and within the laws of the state.

C. MyMDbcs will provide services customarily provided by a primary care physician and will make every effort to manage all medical care possible within their office and within the yearly retainer fee discussed below. However, MyMDbcs retains the ultimate decision on what can safely and appropriately be provided within their office. In other words, there will be times when referral to the emergency room or to a specialist will be necessary for the optimal health of the Patient.

D. MyMDbcs is not required to provide medical management, supplies or reimbursement for services that are provided outside their office. For example, should the Patient require hospitalization, MyMDbcs is not required to be the admitting

physician nor provide reimbursement for the services of the admitting physician or hospital, etc.

E. At least one of the MyMDbcs doctors will be available to respond to Patient needs at all times.

F. MyMDbcs doctors will be available by phone or electronic messaging to assist with medical problems when the Patient is out of town. This might consist of advice by phone, calling in a prescription or consulting with another physician.

G. MyMDbcs adheres to procedures to protect Patient privacy including: maintaining as much as possible of the medical record electronically, storing all paper files in locked cabinets at all times and continuously monitoring the office with an electronic security system. This security system includes two motion detectors with cameras that record activity within the office but *neither of these cameras are in Patient care areas.*

H. MyMDbcs may communicate with any specialists to whom the Patient is referred in advance of their appointment. They will be available at all times to talk with specialists about the patient's care.

IV. Non-medical services Included during the term of this contract:

A. The Patient may schedule an unlimited number of appointments which will be available the same day or at the latest, the next business day. After hour appointments will be made at the discretion of the physician on call at that time. MyMDbcs may make visits to Patient homes, offices, etc. but are not obligated to do so, and will, based on their medical judgment and time obligations to other Patients, determine the location of the meeting. To improve efficiency and achieve the best outcomes, visits will almost always occur within the office.

B. Appointments will be scheduled for at least 30 minutes with the full attention of the doctor, longer if needed and requested at the time the appointment is set. If the appointment exceeds the appointment time, the patient may be required to reschedule another appointment for another day to accommodate other Patient appointments.

C. The Patients will have access to their doctor by phone, text messaging or e-mail at all times. In the event of a change in contact information, the Patient will be immediately informed of the new contact information. The Patient understands that communication by text or e-mail are not fully secure methods for communicating personal, medical information and use this method at their own risk, though MyMDbcs will always make every effort to protect the Patient's privacy. Telephone and fax communication are private and secure. Any urgent communication with the physician should be made by phone to ensure the physician has received the urgent information. All phone calls to

MyMDbcs should come through the office number where it will be routed to the physician on call. Calls made directly to the physician's cell phone may not be answered promptly if that particular physician is not on call for the practice. However, all calls to the office line will be forwarded to the person on call and will achieve a prompt response.

D. The Patient may have limited, internet access to their medical records upon request. Test results will be obtained and discussed with the Patient by the following day when possible.

E. Basic lab work will be included free of charge as part of the yearly retainer fee. These may be drawn by our office staff or at one of the three CPL labs in our community. A detailed list of the included labs is available upon request.

F. MyMDbcs will maintain certain commonly used medications, IV fluids, ECG, point of care tests, medical supplies, etc. on hand within the office. These will be used to treat Patients free of any additional charge. Furthermore, any time spent within the MyMDbcs office receiving care will be free of additional charge.

G. Vaccines will be provided at MyMDbcs cost and ARE NOT included in the yearly retainer.

H. Radiology studies such as plain film x-rays, ultrasound, CT scans, and MRI's, etc. ARE NOT included in the yearly retainer fee. But, MyMDbcs has established relationships with various radiology providers in the area and will help Patients find the most cost effective way of obtaining these studies when needed.

V. MyMDbcs Financial Responsibility

A. MyMDbcs has no financial responsibility to the Patient in any way nor are they responsible for any medical expenses incurred by the Patient outside of the yearly retainer fee. ***MyMDbcs is not a form of medical insurance and the Patient is strongly encouraged to maintain at least major medical type healthcare insurance to protect against the cost of hospitalization, any catastrophic injury or illness, emergency department visits or specialist care.***

VI. Patient Financial Responsibility

A. All services described above will be provided based on a yearly retainer fee as detailed in Appendix A.

B. Fees may be paid in full at the beginning of the contract or may be paid in monthly installments. Installment payments must be made by credit card.

C. Patients who fall behind on their payments or fail to pay the next year's installment at the time of yearly renewal may have their contract terminated, at the discretion of MyMDbcs and upon 30 days notice to allow Patient to find another doctor. In the case of termination, the patient will receive a letter informing them of termination of the patient-physician relationship and this agreement.

D. In the case of termination of this contract by either party, MyMDbcs will work with the Patient to transfer all medical records to their new physician upon receiving a written request including the new physician's information.

E. Payment may be made by annual installments paid by check or monthly recurring credit or debit card charges. Payments made by check will receive a 3% discount.

F. As MyMDbcs services ARE NOT a form of medical insurance, Patients should obtain and keep active a form of medical insurance of their choosing to cover expenses incurred outside the limitations of this contract.

VII: Signature Page

Agent of MyMDbcs

Patient

Date

Date

Others for whom Above is signing:

Appendix A

Fee Schedule. All prices include the monthly rate. Payments made annually by check receive a 3% discount.

Age	Monthly Rate	With 3% discount
Newborn to 2	\$103.00	\$100
3 - 6 years	\$77.25	\$75
7 - 34 years of age	\$51.50	\$50
35 - 49 years of age	\$77.25	\$75
50 - 64 year of age	\$ 103.00	\$100
65 +	\$ 154.50	\$150
Maximum family rate	\$386.25	\$375