



Member Agreement

Introduction

This Agreement is entered into by and between Milepost Medical, a Texas Professional Association, Amie Stringfellow, MD or Ana Molina-Anstee, MD ("Physician"), and [REDACTED] ("Member" or "You"). Milepost Medical is a Direct Primary Care medical practice. Dr. Stringfellow is the owner and primary physician of Milepost Medical. Dr. Stringfellow practices internal medicine, pediatrics, sleep medicine, does FAA flight physicals. Dr. Molina-Anstee practices internal medicine and pediatrics. Dr. Stringfellow and Dr. Molina-Anstee are the primary physicians delivering care on behalf of Milepost Medical at 18220 State Highway 249, Suite 335, Houston, Texas 77070 ("Office"), and also provides care, as appropriate, via electronic communication and home visits.

In exchange for the fees set out in this Agreement, Milepost Medical and Physician agree to provide Member the services set forth below.

A. Description of Arrangement and Consent

1. ARRANGEMENT. This is a contract for the provision of direct primary care to You, as the Member (or the minor or ward for whom you sign below as guardian), outside of the traditional insurance coverage arrangement. By signing below, You are entering into a contract through which Milepost Medical and its Physician will be available to provide medical services to You as more fully described herein, In exchange for a monthly fee
2. VOLUNTARY CONSENT. By your signature below, You are acknowledging: (1) the services included under this Agreement and the limitations to those services as described herein; (2) that you have had the opportunity to read this Agreement, ask questions, and that you understand the contents; and, (3) that You are entering into this Agreement voluntarily and with knowledge regarding your medical care and medical insurance options.

B. Term, Termination, and Renewal

3. TERM. The term of this Agreement is one (1) month ("Term") regardless of the number of days in the month and the Term shall run from the date of signup until midnight on the same day of the following month of that Term. The Agreement shall automatically renew at the end of each Term and continue without interruption, unless Member or Milepost Medical terminates the agreement in the manner described by paragraph 4 below. Your term shall begin on the date the Agreement is signed.
4. TERMINATION. Member acknowledges that Milepost Medical and Member each have an absolute and unconditional right to terminate this Agreement at the end of any Term for any reason.

The terminating party shall be required to provide written notice of termination to the other party. Notice of termination may be delivered, faxed, or mailed. Notice delivered or faxed to the Office shall be deemed given on the day sent. Notice sent by mail will be considered given on the third calendar day after it is placed in the U.S. mail. Upon receipt of notice, termination shall be effective for the next renewal term unless the notice is under the Immediate Notice of Termination paragraph below. In the event that either party terminates this agreement, Member shall remain responsible for any past Member fees and incurred costs owed. Milepost Medical shall be entitled to the full Member fee due for that month and any amounts in arrears, and will not provide any pro-rated refunds.

5. IMMEDIATE TERMINATION. Milepost Medical may terminate an agreement immediately for the following reasons:

- A. Non-payment of Member fees and incurred expenses--provided that Milepost medical has given thirty (30) days' written notice of past due fees which have not been brought up to date;
- B. Member has engaged in conduct that is illegal, fraudulent or misleading with regard to its identify, medical history or symptoms, and Member is not actively in a course of on-going treatment and Member has either consented to the termination or has been given ten (10) calendar days' notice of the need to arrange for services from another provider

6. RENEWAL FOLLOWING TERMINATION. This type of practice depends on membership fees to cover practice costs and staff and physician salaries. If Member cancels and wishes to renew, a new Member Agreement shall be executed upon Milepost Medical's approval and a re-enrollment fee of \$200 will be required. In addition, Member shall be subject to any applicable increase in fees.

C. Services

7. SCOPE. Member understands that Milepost Medical, by and through Physician will provide a limited set of services which are generally within the scope of the practice of internal medicine, pediatrics, and sleep medicine. Member acknowledges that Milepost Medical's ability to provide care may be limited by training, experience, equipment and supplies, or other unforeseen circumstances. By initialing here, Member confirms understanding that Milepost Medical may not provide the full scope of evaluative and treatment services required for all illnesses, and that specialty services, hospitalization, rehabilitatiive services, medical equipment and other services and items which are required for Member's care will be at Member's sole cost.

_____ Member's initials

8. COVERED SERVICES.

In exchange for the monthly fee described below, Members are eligible upon consent and approval by Physician to receive the following services through Milepost Medical ("Covered Services"):

- All office visits customarily provided in the scope of an Internal Medicine, Pediatrics and/or Sleep Practice (well-child checks, sick visits, school, sports and camp physicals, routine gynecological care, annual exams);
- Chronic disease management, advice and counseling, and prescribing of medications that are customarily provided in the scope of an Internal Medicine, Pediatrics and/or Sleep Practice;
- In-office tests (EKGs, rapid strep, blood glucose, pulse oximetry, urinalysis [dipstick, in office], fecal occult blood, urine pregnancy tests);

- Communication by phone, e-mail, home visits (when deemed appropriate by Physician and with prior arrangement);
- Abscess incision and drainage;
- Sleep medicine consultation;
- FAA flight physical;

All services, tests and procedures shall be performed when reasonable and necessary in Physician's sole discretion. This Agreement entitles Member to these services, tests and procedures through Milepost Medical and/or its Physician; neither Milepost Medical nor its Physician are responsible for reimbursing Member for Covered Services if delivered elsewhere or through a different provider. In providing these services, tests and procedures, some Non-Covered goods and services may be required in addition to the Covered Services, regardless of whether they are provided in the Office or at another provider's location. In this event, Member will be informed as to the need for said Non-Covered Services, and the cost for which the Member will be responsible, to the extent known, prior to proceeding.

9. Non-Covered Goods and Services

The following NON-EXHAUSTIVE list of goods and services ARE NOT covered by the monthly fee because they are outside the scope of this Agreement ("Non-Covered Services"). Milepost Medical however remains available under this Agreement to discuss and counsel Member regarding the needs for these services, and the cost for which the patient will be responsible prior to proceeding to the extent known, and options for care to the extent these are available:

- X-rays, CT scans, ultrasounds, and medical imaging;
- Outside office blood/other tests, even if samples are drawn in the office;
- Any surgery or procedure not performed in this office (e.g. in a hospital, or another physician's office);
- Specialty Consults and Anesthesiologist Services (i.e.: evaluations by surgeons, neurologists, ophthalmologists and similar specialists, and any procedures arising from their recommendations that are not Covered-Services; the services of an anesthesiologist or CRNA providing services during a hospital procedure)
- Emergency Care including ER visits, physician services, and transportation (i.e. ambulance charges)
- Rehabilitative care
- The cost of Immunization drugs;
- Obstetrical care and delivery;
- Durable medical equipment and supplies (e.g. crutches, wheelchairs, walking boots, casts, CPAP machines etc.);
- Prescription medications; and
- Injectable medication.

IN SIGNING THIS AGREEMENT MEMBER UNDERSTANDS THAT MEMBER SHALL BEAR SOLE RESPONSIBILITY FOR NON-COVERED GOODS AND SERVICES SHOULD SUCH BE REQUIRED

10. ALTERNATE PROVIDER. Member understands that Milepost Medical's principal Physician may be unavailable at times due to patient care, personal illness, emergencies, or other obligations. During a scheduled absence, arrangements shall be made for an alternate physician to provide the Covered Services through the same contact numbers. In the rare circumstance of an unscheduled absence on the part of Physician Milepost Medical will make reasonable attempts to provide alternative coverage in the event of Physician's absence.

Milepost Medical may use nurses, medical assistants, and other staff and/or contractors to assist in providing care. All such personnel will be bound by this Membership Agreement, including that of patient confidentiality.

D. Monthly Member Fees and Additional Costs

11. MONTHLY MEMBER FEES, SLEEP CONSULTS AND FAA PHYSICALS, NONPAYMENT, AND CHANGES IN FEES.

The Monthly Fee for Participation in this Agreement ("Member Fee(s)") is age-based, and as set forth below:

Member Age	Monthly Fee
Newborn to 19 years	\$20*
20 to 44 years	\$60
45 to 64 years	\$80
65 and older	\$100

* requires 1 adult membership (e.g. parent, grandparent, or guardian) Should the adult Member Agreement under which the minor was made a Member terminate for any reason, the minor's Member Agreement shall be deemed to have terminated under the same terms.

Sleep consults and FAA flight physicals only do not require purchase of membership. Fees for sleep only office visits are \$150 new patient office visit or \$75 established patient office visit. FAA flight physicals are \$150/physical. If a patient is a Member of Milepost Medical, sleep consults and FAA flight physicals are provided free of charge as a benefit to Member of three (3) months or more.

Payment shall be due at the Office on or before the first day of each Term. After Member's Fee is more than fifteen (15) calendar days late, Milepost Medical will send Member notice of termination, Multiple late payments may also be cause for termination of Agreement.

The Member Fee may be changed by Milepost Medical with sixty (60) days prior notice. If Member does not desire to continue the Agreement under the new Member Fee he or she must give notice of termination as described in paragraph 4 above. If no notice of termination is given, Member will be deemed to have accepted the new Member Fee.

12. ADDITIONAL COSTS NOT COVERED BY MEMBER FEE. In addition to the Member Fee, Member shall be responsible for the costs of goods and services provided by Milepost Medical which are Non-Covered Services described in Paragraph 9. By virtue of this Member Agreement, Patient will be advised as to his or her cost responsibilities prior to providing any non-covered good or service. Payment for Non-Covered good or service provided by Medical Milepost shall be due in full at the visit it is provided, unless prior arrangements have been made.

E. Insurance

13. NOT A HEALTH INSURANCE SUBSTITUTE. Member recognizes that this Agreement and the membership described herein IS NOT health insurance or a substitute for health insurance. Member recognizes that Member may require medical services which Milepost Medical and Physician cannot provide or are outside of the scope of this Agreement (e.g. hospitalization, surgeries, specialist consults, etc.). Milepost Medical strongly recommends that individuals maintain health insurance to mitigate the risks of medical emergencies, injuries and acute and chronic illnesses and diseases.

Member should consult his or her personal insurance agent to determine the type and amounts of coverage that are available and recommended to Member.

Member Initials

14. NO FEDERAL FUNDS OR INSURANCE. Member understands that neither Physician nor Milepost Medical will bill Medicare, Medicaid, or any insurance for services rendered under this Agreement. Member understands that there is no guarantee that Member will be reimbursed for Milepost Medical's or Physician's services by any other entity (i.e. private health insurance, a company FSA or HSA, etc.).

15. MEDICAID PRIVATE PAY AGREEMENT. Member understand Milepost Medical is accepting Member as a private pay patient until cancelled in writing by either party, and Member will be responsible for paying for any services Member receives. The provider will not file a claim to Medicaid for services provided to Member.

16. MEDICARE PRIVATE PAY AGREEMENT. If Member is a Medicare Part B beneficiary seeking services covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997, the Physician has informed Member that Physician has opted out of the Medicare program effective on **January 1, 2015** for a period of at least two years, and is not excluded from participating in Medicare Part B under Sections 1128, 1156, or 1892 or any other section of the Social Security Act.

Physician agrees to provide the following medical services to Member (the "Services"): Primary Care and Sleep Medicine services. In exchange for the Services, the Member agrees to make payments to Physician pursuant to the Attached Fee Schedule. Member also agrees, understands and expressly acknowledges the following:

- Member agrees not to submit a claim (or to request that Physician submit a claim) to the Medicare program with respect to the Services, even if covered by Medicare Part B.
- Member is not currently in an emergency or urgent health care situation.
- Member acknowledges that neither Medicare's fee limitations nor any other Medicare reimbursement regulations apply to charges for the Services.
- Member acknowledges that Medi-Gap plans will not provide payment or reimbursement for the Services because payment is not made under the Medicare program, and other supplemental insurance plans may likewise deny reimbursement.
- Member acknowledges that he has a right, as a Medicare beneficiary, to obtain Medicare-covered items and services from physicians and practitioners who have not opted-out of Medicare, and that the patient is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other physicians or practitioners who have not opted-out.
- Member agrees to be responsible to make payment in full for the Services, and acknowledges that Physician will not submit a Medicare claim for the Services and that no Medicare reimbursement will be provided.
- Member understands that Medicare payment will not be made for any items or services furnished by the physician that would have otherwise been covered by Medicare if there were no private contract and a proper Medicare claim were submitted.
- Member acknowledges that a copy of this contract has been made available to him. Member agrees to reimburse Physician for any costs and reasonable attorneys' fees that result from violation of this Agreement by Member or his beneficiaries.

F. Office Visits and Communications

17. **OFFICE APPOINTMENTS.** The Milepost Medical office is located at 18220 State Highway 249, Suite 335, Houston, Texas 77070. Milepost Medical is open 8am-5pm, Monday through Friday except for scheduled holidays. Visits are by appointment only, but a brief phone can secure a first available appointment.

18. **RESPONDING TO MEMBER.** Phone calls to Milepost Medical will be personally answered when possible. If not, our goal is to return calls within the hour, although extenuating circumstances may from time to time cause this return time to be longer. Our goal is to respond to e-mail within 24 hours. Member should not send urgent inquiries through e-mail. If Member does not receive a response to e-mail, a phone call or a text within the expected time, the Member should make a second contact, and if the first contact was by e-mail, Member is requested to call the Office.

19. **COMMUNICATIONS IN AN EMERGENCY.** Member understands that e-mail and other electronic forms of communication are not appropriate for emergencies, or other time-sensitive matters. In the event of an actual emergency or situation that Member could reasonably expect to develop into an emergency, Member should first call 911 or promptly seek care at an emergency room, and contact Milepost Medical when the emergency care arrangements have been secured.

20. **COMMUNICATIONS, PRIVACY, HIPAA.** At Milepost Medical we respect and value your privacy. Milepost Medical shall make every reasonable effort to keep your information secure, within the bounds of applicable laws. Communication by e-mail, text messaging and other electronic methods offer great convenience and portability. Member understands, however, that such communications are not reliably secure; even with precautions, these communications have some risk of loss of privacy. It is recommended that Member not use electronic media for the communication of highly sensitive or personal information, but rather make these communications by phone or in person.

Member acknowledges that Member has read and understood Milepost Medical's Notice of Privacy Practices, and that Member may access it at any time at:
<http://www.milepostmedical.com>

Member has had time to consider which method(s) of communication Member prefers, and member has made Member's preferences known to Milepost Medical through the "preferred/acceptable modes of communication" portion of the new patient enrollment form.

G. OTHER

21. **HOLD HARMLESS.** Member agrees not to hold Milepost Medical or Physician liable for any loss, injury, damages or expenses beyond Milepost Medical's or Physician's control related to technical failure of the Milepost Medical website, email, or other electronic services, including but not limited to: power outages, faulty cellular, cable, or Wi-Fi service, failure due to internet service provider-caused outages, failure to properly address e-mail messages, interception of communications by a 3rd party, or Member's failure to follow Milepost Medical's recommendations regarding electronic communications in this agreement.

22. **ENTIRE AGREEMENT.** Member agrees that this Agreement represents the entire agreement between the parties. No other oral or written agreements of promises exist between the parties to this Agreement. The parties agree this Agreement is not for the benefit of other parties.

23. **MEMBER'S DUTY TO INFORM.** By signing below, Member understands and agrees to inform Milepost Medical of changes in his or her contact information (address, phone numbers, fax

number and e-mail address), and of any significant changes in health status, including but not limited to significant symptoms or illnesses, emergency room visits, hospitalizations, and rehabilitation.

Signed: _____
(Member*)

Signed: _____
(Amie Stringfellow, M.D.) "Physician"

Printed: _____

OR

Member Date of Birth: _____

Signed: _____
(Ana Molina-Anstee, M.D.) "Physician"

Date: _____

Date: _____

*If signature is by a guardian on behalf of a minor or ward, please indicate the nature of your relationship and attach the Court's appointment letter. If signing as the parent of a minor, please provide contact information for both parents, and either confirm that there are no Court orders impacting each parent's ability to give consent OR attach Court's letter designating which parent has the right to consent for medical care and any limitations.