

AN AGENCY AGREEMENT

Note: DirectCareMD is a service mark of Heritage Family Medicine, currently the only participating professional practice. This agreement, however, is written in a manner to accommodate the addition of other professional practices to the program. In that event, as now, your professional relationship will be directly with your doctor and other providers within a particular medical practice, DirectCareMD being merely a convenient way to market and administer those direct relationships.

This Agency Agreement (henceforth “Agreement”) is entered into between

_____ a household at _____
Name Address

(henceforth “Household”) and DirectCareMD, Inc. (henceforth “DCMD”) to facilitate access to primary medical care services by household/family members (henceforth “enrollees”) of the Household by the payment of a fixed, monthly service fee.

The “small print”

1. This agreement IS NOT A MEDICAL INSURANCE program and no services are prepaid.
2. Either party may terminate this agreement with 30 days written notice to the other.
3. This agreement and the services rendered consequent thereto do not create any additional obligations, relationships, or agency between parties except as specified herein.
4. DCMD does not provide, supervise or warrant the delivery of medical services. It facilitates a mutually convenient system of payment for access to services rendered by primary care physicians or other professionals acting as independent agents. DCMD does not engage in the practice of medicine. DCMD is not a medical contractor, but simply an agency of convenience between willing purchasers of health care services and physician providers of the same.
5. DCMD will seek to clarify misunderstandings between individual practitioners and the Household or its individual members, but is under no obligation to do so or assure a satisfactory resolution of grievances.
6. The only recourse to dissatisfaction with DCMD is termination of this Agreement.

DCMD Obligations

1. To represent the services of Family Physicians and associated Physician Assistants or Nurse Practitioners (henceforth “Provider”) wishing to provide Primary Care services (as defined below) to the Enrollees of Household in a manner consistent with this Agreement.
2. To collect and distribute payment for such services *after* they have been rendered.

3. To facilitate prompt communication between the Household's Primary enrollee and the Provider regarding the status of any particular Enrollee served under this Agreement.
4. To maintain accurate and timely lists of Enrollees and to ensure their appropriate dissemination. To provide notice to selected Providers before the start of a new month when provided notice by the Household of a new Enrollee by the 25th of the preceding month.

Provider Obligations

To make available to Enrollees all services typically rendered in their office. These shall include by way of example, but not limitation:

- a. New and return office visits
- b. Periodic physicals (including sports, school, employment).
- c. Routine office supplies including casting material and in office injectables (such as Xylocaine, corticosteroids, penicillin) not excluded below.
- d. PAP smear and ONE follow-up PAP smear if indicated, annually as clinically necessary. This is the ONLY exception to the "purchased services" exclusion below.
- e. ECG, interpreted by the Provider.
- f. Minor surgical and orthopedic procedures (including warts, abscesses, lacerations, non-displaced fractures).
- g. Hospital professional care within the customary scope of Provider's practice.
- h. In office laboratory procedures (urinalysis, glucose, microscopy studies, pregnancy testing) and additional laboratory procedures as listed below if elected for an additional monthly fee.
- i. In office x-ray procedures (typically chest, limbs, abdomen and interpretation of the x-ray by the Provider) if this service is elected for an additional monthly fee.
- j. Provide that level of service and accessibility (or better) provided to all other patients in the practice of the Provider to those with DCMD (excepting those services excluded below).
- k. Provide same day or next regularly scheduled day access to ill Enrollees and appointments within 7 regularly scheduled working days for routine visits.
- l. Provide "coverage" by other similarly qualified individuals for 24/7 telephone coverage and scheduled office visits for ill Enrollees at those times Provider is not personally available. Typically, such coverage is provided by other members of a group practice, or another practice agreeing to honor the DCMD agreement.
- m. Directly compensate "covering" physicians for services rendered Enrollees within Provider's panel or do so through the mechanism provided between participating Providers by DCMD.

NOT included are those items or services typically not personally provided by the Provider or his or her staff or items or services they must purchase from others. The following list is by way of example and not intended to be exhaustive. Some items might be available at some offices at an additional charge with the Enrollee's agreement:

1. "Take home" medications.
2. Specialized medications such as cancer chemotherapeutics, joint synovial fluid enhancers, injectable antibiotics (other than penicillin).

3. Durable medical equipment (i.e. things that can be re-used, such as braces, crutches or an ACE bandage).
4. Specialized surgeries (e.g. vasectomy, dilatation and curettage, colposcopy, endoscopy of any orifice).
5. Cosmetic surgery.
6. Radiologist, Pathologist, or Cardiologist consultation (i.e. if a questionable X-ray, suspicious skin lesion or difficult ECG requires the assessment of consultants in those fields). Typically, those consultants will bill the enrollee directly.
7. "Send-out" laboratory work (except for up to two PAP smears annually as above). Typically the receiving laboratory will bill the enrollee directly.
8. Services provided by others, may (but are not required) be charged directly by Provider to Enrollee as mutually convenient, provided the charge is less than or equal to that which would have been charged to the enrollee if billed directly by the outside service provider (e.g. a laboratory or consulting radiologist or pathologist).
9. Services provided by a Hospital.
10. Consultant services.
11. Services rendered in the Emergency Room or an Urgent Care Center EVEN if directed there by your Provider.
12. After hours direct care by your Provider. The providers DCMD represents are encouraged when possible to meet patients in their office outside of published hours where the situation seems amenable to that level of intervention. The enrollee should request an estimate of the anticipated fee and expected method of payment when such an appointment is agreed to. Typically, that fee will not be less than \$ 80.00 to be paid at the time of service. If a provider routinely provides care to patients on certain evenings or weekend hours – these published times are not subject to an after hours charge.

Enrollee Obligations

1. Designate a Primary Care Provider and seek all routine care from that Provider or their designated "coverage" when not available for an illness visit.
2. Keep appointments, once made.
3. ~~Pay a \$5.00 co-pay at the time of an office visit. There is no co-pay for hospital visits.~~ NO CO-PAYS FOR 2010
4. Meet their financial obligations to the Provider for services rendered beyond the scope of this Agreement.
5. Be reasonable in their expectations for urgent telephone consultation.
6. Strive to be compliant with medical recommendations and the office routines of Provider.
7. An individual Enrollee may be dismissed from care by a Provider when, in the sole discretion of that Provider, the relationship between them is no longer therapeutic to the Enrollee or desired by the Provider. DCMD is not a party to that decision. Nor can DCMD guarantee access to another participating Provider. Professional ethics and the expectations of the State Medical Board require reasonable notice to the Enrollee, completion of a specific acute course of treatment and certain knowledge of the availability of other sources of care and the availability of medical records. An Enrollee, dismissed by their Provider should immediately seek entrance into another participating practice (if available) and notify their Household Primary so adjustments can be made to their billing. This is an extremely rare event.

8. Enroll ALL members of a given household based on objective criteria such as the availability of medical insurance (i.e. if insured through a spouse the DCMD agreement would be redundant), etc.
9. Promptly notify the DCMD of newly eligible individuals.
10. Promptly notify the DCMD of those individuals no longer eligible. The Household will be charged for an Enrollee until notified of their lack of continued eligibility and shall not be retroactively adjusted.
11. To submit to the DCMD Enrollment Roster Form on all eligible Enrollees.
12. To pay a monthly fee of \$45.00 each per month per 1st two enrollees, \$40.00 each per month per 3rd and more enrollees, \$30.00 each per 0-18 yr old child, through a pre-authorized, recurring charge to a single credit card. The fee will be processed *after* the month for which this agreement was in force.
13. To pay an additional \$10.00 per month, as above, for those enrollees purchasing Extended Laboratory and X-ray services as outlined below.

Optional Extended Laboratory and X-ray services.

Beyond the basic in-office laboratory services listed above, a Household may elect to provide for extended laboratory services and basic X-rays to enrollees, provided they have selected a Provider offering that service. The Extended Services include:

CBC (Complete Blood Count)
 Glucose, electrolytes, liver enzymes (ALT, AST), kidney function (BUN, creatinine), uric acid.
 Urine micro-albumin.
 Hgb A1-C
 Hepatitis ABC screening
 Chlamydia and Gonorrhea screening
 Standard Chemistry Screening Panels (Chem 7, 12, basic, comprehensive)
 "Mono," "Strep" testing
 X-rays of the chest, arm, legs, feet, hands, abdomen, pelvis, hips, spine, neck, skull

Excluded (may be offered for a fee): cultures of urine or blood, tissue studies by a pathologist, HIV testing and many other tests not typically available in a doctor's own laboratory or seldom required.

Other X-rays not listed due to complexity or requiring the services of a radiologist.

Note: both the inclusions and exclusions are examples only; neither list is exhaustive

Effective Date: _____

Signatures:

For Household: _____ Print Name: _____ Date: _____

For DCMD: _____ Print Name: _____ Date: _____

For Provider: _____ Print Name: _____ Date: _____