

Medical Services Agreement
Steven L. Smith, MD, PA

This Medical Services Agreement is entered into effective _____, 20____, between Steven L. Smith, MD (“Physician”) and _____ (“Patient”). The Physician conducts a general internal medicine practice at 6108 Oakbend Trail, Suite 100, Fort Worth, Texas, 76132. In exchange for certain fees paid by Patient, the Physician, through the Professional Association, agrees to provide patient with the services described in this Agreement on the terms and conditions set forth in said Agreement. Due to the unique nature of the retainer-based practice model, the Physician and Patient have entered into this Agreement in order to clarify the nature and understanding of the services provided.

1. The patient agrees to pay Physician the agreed upon fees that are listed on the enrollment form at the agreed interval. The Association may modify these fees at the beginning of any calendar year. These fees will be for medical services as listed below.
2. The medical services that will be provided at no additional charge are those that would be delivered in a general internal medical practice environment. These will include, but are not necessarily limited to the following:
 - a. All in-office visits, including an annual health maintenance exam, well women exams, sports and school physicals for those over the age of 16, cancer screening, follow-up visits and acute non-emergency visits.
 - b. Telephone and email consults if determined appropriate by physician
 - c. Routine immunizations (subject to availability of medications)
 - d. Coordination with specialty care providers to ensure proper communication between providers providing your medical care.
 - e. Scheduled family consultations when deemed appropriate by physician and approved by patient.
3. Non-medical services covered under this Agreement
 - a. Physician will make every effort to be available at all times via phone, e-mail, & other methods such as “after hours” appointments when appropriate, but Physician can not guarantee 24/7 availability. If you are having a medical emergency please call 911.
 - b. During the Physician’s absence, an appropriate licensed healthcare provider contact will be provided.
 - c. E-mail access will be provided for non-urgent communication.
 - d. Scheduled appointments will insure reduced waiting room times.
 - e. Acute care appointments will be guaranteed on the same or following day Monday-Friday.
 - f. House calls and hospital visits to coordinate with hospitalist when deemed necessary by physician.
4. This agreement is not a substitute for health insurance. Patient acknowledges that the Physician nor the practice participates in any insurance or HMO plans. Physician has opted

out of Medicare. Patient acknowledges that federal regulations REQUIRE that Physicians opt out of Medicare so that Medicare patients may be seen by the practice pursuant to this private direct primary care contract. It is in the patient's best interest to obtain and/or continue current healthcare coverage for themselves and their families. Patient must understand that all services performed by outside providers are payable directly to those providers, and that the Physician will not be involved in submitting insurance claims. Patient also agrees and understands that he or she is responsible for the payment of the age bracketed based retainer fee set forth on the enrollment forms. If Patient does not meet their financial obligation, the Physician has the right to terminate this Agreement. The fee is earned and not refundable on the first day of each month.

5. This Agreement will be effective on the date written above and it will extend through the end of the calendar year. It may be terminated without showing cause with a 30 day prior written notice by Physician and/or Patient. The Agreement shall be terminated upon the death of either Physician or Patient. The Agreement will automatically be renewed at the end of each calendar year with the payment of current fees at the end of the contract year. The following are examples or reasons that the Practice may wish to terminate the Agreement with the Patient.
 - (a) The Patient fails to pay applicable fees owed pursuant to Physician age bracketed fee schedule;
 - (b) The Patient has performed an act that constitutes fraud;
 - (c) The Patient repeatedly fails to adhere to the recommended treatment plan, especially regarding the use of controlled substances;
 - (d) The Patient is abusive, or presents an emotional or physical danger to the staff or other patients of the practice;
 - (e) Practice discontinues operation; and
 - (f) Practice has a right to determine whom to accept as a patient, just as a patient has the right to choose his or her physician. The Practice may also terminate a patient without cause as long as the termination is handled appropriately (without violating patient abandonment laws).
6. The Patient Acknowledges that this agreement is a legal document and creates certain rights and responsibilities. You also acknowledge that you have a right to seek legal counsel regarding this Agreement and either have chosen not to do so or have done so and are satisfied with the terms and conditions of the agreement.
7. Patient also acknowledges that the Professional Association has the right to amend this agreement by notifying Patient in writing of the proposed amendments, which will become effective no earlier than 60 days following such proposed amendment. Patient will be deemed to have agreed to the amendment unless Patient notifies Physician in writing that he or she does not agree to such amendment, in which event this agreement will be terminate in the same time and manner as described in Paragraph 5 above.

8. Patient acknowledges that communications with the Physician using e-mail, facsimile, video chat, instant messaging and cell phone are not guaranteed to be secure or confidential methods of communications. The practice will make an effort to secure all communications via passwords and other protective means and these will be discussed in an annually updated Health Insurance Portability and Accountability Act (HIPPA) "Risk Assessment."

9. Patient Understandings (Initial each):

_____ This agreement is for ongoing primary care and is NOT a medical insurance agreement.

_____ I do NOT have an emergent medical problem at this time.

_____ In the event of a medical emergency, I agree to call 911 first.

_____ I do NOT expect the practice to file or fight any third party insurance claims on my behalf.

_____ I do NOT expect the practice to prescribe chronic controlled substances on my behalf.

(These include commonly abused opioid medications, benzodiazepines, and stimulants)

_____ In the event I have a complaint about the practice I will first notify the Practice directly.

_____ This Agreement (without a "wrap around" compliant insurance policy) does not meet the individual insurance requirement of the ACA.

_____ I am enrolling (myself and my family if applicable) in the practice voluntarily.

_____ I may receive a copy of this document upon request.

_____ This Agreement is non-transferable.

Patient (print) _____

Physician (print) _____

Signature _____

Signature _____

Date _____

Date _____