

DIRECT PRIMARY CARE PATIENT AGREEMENT

DispatchMD

This is an Agreement between DispatchMD, Dr. Scott James Whittier, M.D. (Dr. Scott), and \_\_\_\_\_ (Patient or Patient's Representative for Patient, You and Your)

**Agreement.** What we'll do. We will provide you with the basic ongoing primary care services described under the SERVICES heading below (collectively services). You will be given Dr. Scott's cell phone number so you can call or text him if a need arises. Dr. Scott will make every effort to address your needs in a timely manner, but sometimes your needs will exceed what can be done in a primary care setting, and you will be referred for treatment to an urgent care, emergency department, or hospital setting. If so, those costs will not be included in your membership.

**Membership Enrollment:** Your membership will start upon payment of the registration fee and first month of your membership fee. It will continue while your monthly payments are current but can be cancelled at any time by the member by contacting our office. Dr. Scott reserves the right to cancel or decline any membership should he feel that he cannot meet the needs of the member.

**Availability:** Our goal is to be available when you need us. Dr. Scott will make every effort to be available via phone, text, email and through other means when needed—but he cannot guarantee 24/7 availability. This agreement is for ongoing primary care services described, but should your condition require urgent care, emergency room, or hospitalization, obstetrics/gynecology or outside referrals, those costs are not covered in your membership.

**Disclaimer.** This agreement does not provide health insurance coverage, including the minimal essential coverage required by applicable federal law. It provides only the services described. You may choose to obtain and maintain health care insurance to cover medical services not provided for under this agreement. You should contact your employer, tax advisor, or health insurance representative regarding the use of HRA, HSA, FSA, medical reimbursement plan, and cafeteria plan benefits to pay your membership fees as not all plans allow this use.

**Communications and Privacy.** Dr. Scott and the Practice will not share you information unless you give permission. It is important that you understand up front the communications with Dr. Scott using email, video, chat, instant messaging, and cell phones are not guaranteed to be secure. Therefore, if you want to be sure a communication is secure, you should see Dr. Scott in person. Note, if you include your health information in an unencrypted communication, you agree you are instructing Dr. Scott to respond to you using the same unprotected format.

## LIST OF SERVICES (Primary Care-office appropriate)

Basic Care	Wellness exams including sports physicals	Included
	Basic Internal Medicine Care-Office visits	Included
Acute Care	Urinary Problems	Included
	Upper Respiratory Infections	Included
	Gastrointestinal Problems	Included
	Injuries (where office care is appropriate)	Included
Procedures	Heart rhythm strip	Included
	Nebulizer Treatments	Included
Complex Care	Diabetes Management	Included
	Hypertension Management	Included
	Hyperlipidemia (cholesterol) Management	Included
	Nephrology Management	Included
	Rheumatology Management	Included
	Thyroid Disorders and Endocrine Management	Included
	Cardiovascular and Pulmonary Disease Management	Included
	Gastrointestinal Disorder Management	Included
	Neurology Management	Included
	Mental Health/Wellness Care	Included
	Hospital Follow-Up and Pre-Op Evaluations	Included
Labs/Imaging	Urinalysis strip test	Included
	Urine Pregnancy Test	Included
	Rapid Strep Testing	Included
	Glucose	Included
	In-office drug screen	Included
Premium Access	Same Day/Next Day Office Visits	Included
	Telemedicine Visits (Email, phone, text, video chat)	Included
Please note: The practice offers addition services that will necessarily incur charges for supplies. These will be discussed and agreed upon by the patient and provider prior to implementation.		

### Patient Understanding:

I have read and understand that this is a monthly membership that covers ongoing primary care through DispatchMD, Dr. Scott Whittier's practice. I am enrolling in the practice voluntarily, and failure to pay will lead to termination. I do NOT currently have an emergent medical condition and will call 911 in the event of a medical emergency. I understand that DispatchMD will NOT file any medical insurance claims, and services provided by DispatchMD are NOT allowed to be billed to Medicare or Medicare supplemental insurances. I understand Dr. Scott will make reasonable efforts to be available when I have basic needs but may not be able to see me on a same-day basis. I understand Dr. Scott will only prescribe chronic controlled substances when he determines they are medically appropriate.

Patient Name: \_\_\_\_\_ Date: \_\_\_\_\_

Patient Signature: \_\_\_\_\_ (or legal representative/guardian)

### DispatchMD

By: \_\_\_\_\_ Print name: \_\_\_\_\_

By: \_\_\_\_\_ Scott J. Whittier, MD, Personally

APPENDIX 1: Medicare Patient Acknowledgements

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 practice has informed Member or his/her legal representative that Dr. Scott and the Practice does not submit bills to the Medicare program.

Note, Dr. Scott has never been excluded from participating in Medicare Part B of the Social Security Act.

Member or his/her legal representative agrees, understands and expressly acknowledges the following (initial each):

\_\_\_\_\_ Member or legal representative accepts full responsibility for payment of the Practice's membership fees.

\_\_\_\_\_ Member or legal representative understands that Medicare limits do not apply to what the Practice may charge for the Services.

\_\_\_\_\_ Member or legal representative agrees not to submit a claim to Medicare or to ask the Practice to submit a claim to Medicare.

\_\_\_\_\_ Member or legal representative understands that Medicare payment will not be made for any of the Services furnished by Dr. Scott that would have otherwise been covered by Medicare if there was not private contract and a proper Medicare claim had been submitted.

\_\_\_\_\_ Member or legal representative enters into this contract with the knowledge that he/she has the right to obtain Medicare-covered items and services from practitioners who have not opted out of Medicare, and member is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other practitioners who have not opted out.

\_\_\_\_\_ Member or legal representative understands that Medi-Gap plans do not, and that other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.

\_\_\_\_\_ Member or legal representative acknowledges that they are not currently experiencing an emergency or urgent health care situation.

\_\_\_\_\_ Member or legal representative acknowledges that a copy of this contract has been made available to him/her.

Member Name: \_\_\_\_\_ Date: \_\_\_\_\_

Member Signature: \_\_\_\_\_

DispatchMD, LLC By: \_\_\_\_\_