



Concierge Medical Care Agreement

Welcome to the world of your own personal, private physician. This agreement is our guide on how you and our Practice (My Team MD) will work together in the most efficient, health centered manner.

1. Practice Services

a. In-person Office Visits. If you choose to be seen in our office, we will generally have a same-day appointment available for you. We will always schedule sufficient time to thoroughly discuss your healthcare.

b. Virtual Care. Your time is valuable, and so you may choose to receive your care virtually via telephone or text. This applies to in town & out of town/country care. Download the “Whats-App” App to communicate when you are out of the country.

c. Out of Office Visits. Occasionally, it may be most appropriate for you to receive care at your home or your office. We will provide out of office visits whenever reasonable but the majority of your care will be in the office.

d. Annual Exam. Your health and longevity are best served by periodic oversight. Therefore, we will perform a comprehensive annual examination to monitor existing health conditions and recommend preventative treatments. In general, a week prior we would like you to come in the office and get your yearly labs drawn.

e. Stress Testing/EKG. Once per year we will offer stress testing in the office. Hold blood pressure medications 24 hours prior to the test.

f. Travel Meds. We will discuss your personal medical issues and come up with an individualized kit of medications on an as needed basis. Please touch base with us 3-4 weeks before leaving the country so we can make recommendations and order meds if needed (some immunizations are hard to get, they can take weeks)

g. Ultrasound Screening. Once per year we will offer whole body ultrasound screening on all patients.

2. Exclusions

a. Excluded Services. You may need the care of emergency rooms, outside laboratory testing, pathology studies, prescribed medications, radiologic imaging, specialist consultations or treatment, surgery, urgent care centers, vaccinations, or other healthcare services that are outside the scope of this Agreement and are not included in the membership fee. We highly recommend that you maintain health insurance, which may or may not cover the costs of these excluded services. We will endeavor to place orders for Excluded Services in a manner that is cost effective for you.

b. Controlled Substances. It is not our policy to prescribe chronic controlled substances on your behalf, including commonly abused opioid medications, benzodiazepines, and other stimulants. If we do prescribe this class of pharmaceuticals for you, you will be required to sign and honor our Controlled Substances Medication Agreement.

3. Consent to Treat.

You acknowledge, consent, and hereby authorize My Team MD and its providers to carry out your healthcare treatment. Treatment includes but is not limited to standard and reasonable care found in most Internal Medicine offices. You acknowledge and understand that this consent is given in advance of any specific diagnosis or treatment, that these services are voluntary, and that you have the right to refuse these services. You understand and intend this consent to be continuing in nature, even after a specific diagnosis has been made & treatment recommended. This consent will remain in full force unless revoked in writing and will not affect any actions that were taken prior to receiving your revocation.

4. Fees.

Your membership is for one year and will automatically renew until you decide not to renew. Your annual fee is identified on the fee schedule and may be made in monthly or annual installments. Installment payments are due no later than the last day of the month. Payments that are 30 days overdue will incur a \$100.00 reactivation fee. In order to remain financially viable, My Team MD reserves the right to change its fees at any time with 60 days notice to you.

You may end your membership upon 30 days written notice, and any remaining membership fee will be prorated and refunded to you if membership fees were paid upfront. If you choose to discontinue your membership and you later wish to re-enroll, we reserve the right to decline re-enrollment. You are required to keep a valid form of payment on file for electronic payments, and if the form of payment provided expires or otherwise becomes invalid, you agree to promptly provide updated payment information. In the event there are costs associated with invalid payment information, such charges will be applied to your account.

5. Disclaimer of Non-Insurance.

This Agreement is not a health insurance plan, prepaid health plan, or substitute for healthcare coverage. As such, this Agreement is not subject to health insurance protections provided for by any state law. This Agreement is solely for the described Services and it does not cover hospital, specialist, or any services not directly provided by our practice.

6. Non-Participation in Health Insurance.

Neither My Team MD, nor its physicians participate in any public or private health insurance plans, including Medicare. We do not make any representations regarding third party insurance reimbursement and such reimbursement is not anticipated by this Agreement. Pursuant to federal regulations, our physicians have elected “opt out” status of Medicare participation. This means that Medicare has agreed to pay for labs/testing ordered by My Team MD but cannot be billed for any Services performed under this Agreement. Further, you agree not to bill Medicare or attempt Medicare reimbursement for any such Services of My Team MD. If you are eligible for Medicare, or during the term of this Agreement you become eligible for Medicare, then My Team MD is required to obtain your understanding, memorialized by your signature, on our Concierge Medical Care Agreement. If you are (or become) Medicare eligible and choose not to sign our Concierge Medical Care Agreement, your membership will be automatically terminated and any remaining fee will be prorated and refunded to you.

7. Cessation of Services.

In certain circumstances, we may need to transfer your care to another provider. If this happens, we will provide you with 30 days notice prior to cessation of your membership. There are other circumstances for which we may choose to immediately terminate this Agreement. Such circumstances may include, but are not limited to:

- a. Failure to pay fees when they are due.
- b. Failure to sign our Controlled Substances Agreement, Concierge Medical Care Agreement, or other required documentation, as applicable.
- c. You are disruptive, noncompliant, abusive, or present an emotional or physical danger to the wellbeing of the staff/other patients of My Team MD.
- d. Practice discontinues operation.

8. Privacy & Communications

a. Your Privacy Rights. You acknowledge and hereby authorize My Team MD to use and/or disclose your health information that specifically identifies you, or that can reasonably be used to identify you, to carry out your treatment, payment, and healthcare operations. My Team MD will adhere to its obligations regarding your privacy rights as identified in My Team MD Patient Notice of Privacy Practices. Your signature on this Agreement means that you attest that you have read, understand, and agree to our Notice of Patient Privacy Practices and that you have been given a copy of the Notice, or you chose to not obtain a copy.

b. Methods of Communication. You acknowledge that My Team MD communications may include email, facsimile, video chat, instant messaging, and cell phone (collectively, "Communications"). Communications by their nature cannot be guaranteed to be secure or confidential. If you initiate a conversation in which you disclose PHI on any of these Communication platforms, then you authorize My Team MD to communicate with you regarding all protected health information in the same format.

We kindly ask that you limit after-hours, weekend, and holiday communication to urgent situations that cannot wait until normal business hours M-F 8 am to 5 pm.

9. Miscellaneous

a. Dispute Resolution. In the unlikely event that a dispute arises, we will work with you to resolve that dispute in good faith, which may require mediation. If we are unsuccessful all parties agree to binding arbitration and be enforced by any court of competent jurisdiction. My Team MD will choose the provider of arbitration services and it will be located in Southern Utah. Notwithstanding anything to the contrary, small claims court actions brought by the practice shall be exempt from the requirements of this provision.

b. Governing Law. This Agreement shall be subject to and governed by the laws of Utah, without regard to any conflicts of law provisions therein contained and the parties specifically waive any and all jurisdictional rights under the laws of any other state.

c. Other. No amendment or variation of the terms of this Agreement shall be valid unless mutually agreed to in writing. This Agreement is personal to you and may not be assigned by you. It is possible that we will need to delegate certain duties under this Agreement and you consent to such delegation. If we elect to assign this Agreement we will provide you with notice as referenced herein. This Agreement constitutes the entire agreement between us and supersedes any and all other oral or written agreements, representations, negotiations, and understandings. In the event that any provision of this Agreement is held to be illegal or unenforceable for any reason, the unenforceability of that provision shall not affect the remainder of this Agreement, which shall remain in full force and effect in accordance with its terms, and any offending provision shall be rectified to the minimum extent necessary for conformity with law unless it cannot be rectified in which case this Agreement shall be interpreted as though the offending provision had not existed. If this Agreement is held to be invalid or unenforceable for any reason, and if we are therefore required to refund all or any portion of the Fees paid by you, you agree to pay My Team MD an amount equal to the fair market value of the Services actually rendered to you during the period of time for which the refunded fees were paid, commensurate with prevailing rates in our practice area. Such accounting may be effectuated by offset, at our sole discretion. Any provisions of this Agreement creating obligations extending beyond the term hereof shall survive its expiration or termination. No waiver of a breach of any provision of this Agreement will be construed to be a waiver of this Agreement, or any other provision herein contained, whether of a similar or different nature, and no delay in acting with regard to a breach shall be construed as a waiver of that breach.

PLEASE PRINT

Name	
Home Address	
Phone	
Email	
Date of Birth	
Pharmacy	
Emergency Contact name & phone	

Your signature below means that you have read, understand, and agree to all of the terms contained in this Agreement. And most importantly....Welcome to My TEAM MD!

Signature

Date

Questions or mailing in this form? Contact us anytime.

My Team MD
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