



## DIRECT SPECIALTY CARE MEMBER AGREEMENT RHEUMATOLOGIX, PLLC

This is an Agreement between Rheumatologix, PLLC, a Tennessee Professional Limited Liability Corporation, Direct Specialty Care Clinic (“CLINIC”, “Us” or “We”), and each Direct Specialty Care Member (“Member”, “Patient” or “You”).

### Background

The CLINIC is a Direct Specialty Care (“DSC”) medical practice, which delivers rheumatology specialty care services through the specific DSC providers (“DSC Providers” or “Physicians”) listed below:

- Tonya Baker, MD, at 135 South David Lane, Knoxville Tennessee 37932

In exchange for certain fees, the CLINIC agrees to provide You with the Services described in this Agreement on the terms and conditions contained in this Agreement.

### Definitions

1. **Member or Patient.** In this Agreement, “Member” or “Patient” means the persons for whom the DSC Provider shall provide care, and who have signed this agreement or have been enrolled by their parent or guardian.

2. **Family Members.** For the purpose of this Agreement, a family Member is defined as an individual living in the same household of the signatory of this agreement or who is 1) the Spouse or Partner; or 2) Children age 18 or younger, biological or under the legal guardianship of signatory who live in the same residence or are enrolled in college.

3. **Services.** In this Agreement, “Services”, means the collection of services, offered to you:

- a. As listed in Appendix A, which is attached and a part of this Agreement; and
- b. Are provided by the physicians identified above under the section above, titled, “Background,” and at their specified locations.

### Agreement

4. **Term.** This Agreement will last for one (1) month, starting on the date this Agreement is signed by the CLINIC (“Anniversary Date”).



5. **Membership Enrollment.** Upon the execution of this Agreement and prior to the first office visit, Member is responsible to pay the non-refundable Membership Enrollment Fee in full and provide to the CLINIC with their medical records. This fee covers the cost of reviewing the Member's medical history in preparation for their first office visit.

6. **Renewal.** The Agreement will automatically renew each month on the last day of the month at the currently posted fee itemization schedule, unless either party cancels the Agreement.

7. **Termination.** Regardless of anything written above, You always have the right to cancel this agreement. You may terminate this Agreement by providing notice of cancellation, in writing, no less than fourteen (14) days prior to the end of the calendar month. Your membership may be terminated by Us for any reason upon thirty (30) days' written notice, in compliance with all applicable regulations and licensing requirements.

8. **Payments – Amount and Methods.** In exchange for the Services outlined in Appendix A, You agree to pay Us, the Membership Initiation fee and the monthly membership fee in the amount as outlined in Appendix C, which is attached and is part of this Agreement.

- a. This monthly fee is payable when you sign the Agreement and is due no later than the monthly invoice date chosen during enrollment on each month thereafter.
- b. The Parties agree that the required method of monthly payment shall be made by automatic payment, through a credit or debit card, or automatic bank draft.
- c. If this Agreement is cancelled by either party before the Agreement ends, We will review and settle your account as follows:
  - i. We will refund to You the unused portion of your fees on a per month basis; or
  - ii. If the Value of the Services you received over the term of the Agreement exceeds the amount You paid in membership fees, You shall reimburse the CLINIC in an amount equal to the difference between the value of the services received and the amount You paid in membership fees over the term of the Agreement. The Parties agree that the value of the services is equal to the CLINIC's usual and customary fee-for-service charges. A copy of these fees is available on request.

9. **Non-Participation in Insurance.** Your initials on this Section of the Agreement acknowledges the Member's understanding that neither the CLINIC, nor its Physician, participate in any health insurance or HMO plans or panels and have opted out of  
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Medicare. Neither make any representations that the fees paid under this Agreement are covered by the Member's health insurance or other third party payment plans. It is the Member's responsibility to determine whether reimbursement is available from a *private, non-governmental insurance* plan or HSA and to submit any required billing.

\_\_\_\_\_ (Initial)

**10. Medicare.** This agreement acknowledges the Member's understanding that the Physician has opted out of Medicare, and as a result, Medicare cannot be billed for any services performed for the Member by the Physician. The Member agrees not to bill Medicare or attempt to obtain Medicare reimbursement for any such services. If the Member is eligible for Medicare, or becomes eligible during the term of this Agreement, then s/he will sign the Medicare Opt Out and Waiver Agreement attached as Appendix D and incorporated by reference. The Member shall sign and renew the Medicare Opt Out and Waiver Agreement every two years, as required by law.

\_\_\_\_\_ (Initial)

**11. This Is Not Health Insurance.** Your initials on this clause of the Agreement acknowledges Your understanding that this Agreement is not an insurance plan or a substitute for health insurance. The Member understands that this Agreement does not replace any existing or future health insurance or health plan coverage that Member may carry. The Agreement does not include hospital services, or any services not personally provided by the CLINIC, or its employees. The Member acknowledges that the CLINIC has advised the Member to obtain, or keep in full force, health insurance that will cover the Member for healthcare not personally delivered by the CLINIC, and for hospitalizations and catastrophic events. DSC is not health insurance under the Patient Protection and Affordable Care Act ("ACA"). Members who do not have insurance under the ACA may still be subject to tax penalties for failing to obtain insurance. ACA compliant health insurance plans provide coverage for certain preventative care benefits at no cost to the patient. DSC membership fees may not count toward the Member's deductible and maximum out-of-pocket expenses.

\_\_\_\_\_ (Initial)

**12. Communications.** The Member acknowledges that communications with the DSC Provider and staff using e-mail, facsimile, video chat, cell phone, texting, and other forms of electronic communication can never be absolutely guaranteed to be secure or confidential methods of communications. As such, Patient expressly waives the Physician's obligation to guarantee confidentiality with respect to the above means of communication. Member further acknowledges that all such communications may become a part of the medical record.



By providing an e-mail address to the Clinic, the Member authorizes the CLINIC, its DSC Providers and staff to communicate with him/her by e-mail regarding the Patient's "protected health information" (PHI).<sup>1</sup> The Member further acknowledges that:

- a. E-mail is not necessarily a secure medium for sending or receiving PHI and, there is always a possibility that a third party may gain access;
- b. Although the DSC Providers will make all reasonable efforts to keep e-mail communications confidential and secure, neither the CLINIC, nor the DSC Providers can assure or guarantee the absolute confidentiality of e-mail communications;
- c. At the discretion of the DSC Providers, e-mail communications may be made a part of Patient's permanent medical record; and,
- d. You understand and agree that e-mail is not an appropriate means of communication in an emergency, for time-sensitive problems, or for disclosing sensitive information. IN AN EMERGENCY, OR A SITUATION THAT YOU COULD REASONABLY EXPECT TO DEVELOP INTO AN EMERGENCY, YOU UNDERSTAND AND AGREE TO CALL 911 OR THE NEAREST EMERGENCY ROOM, AND FOLLOW THE DIRECTIONS OF EMERGENCY PERSONNEL.
- e. **Email Usage.** If You do not receive a response to an e-mail message within 24 hours, You agree that you will contact the DSC Providers by telephone or other means.
- f. **Technical Failure.** Neither the CLINIC, nor the DSC Providers will be liable for any loss, injury, or expense arising from a delay in responding to Patient, when that delay is caused by technical failure. Examples of technical failures (i) failures caused by an internet service provider, (ii) power outages, (iii) failure of electronic messaging software, or e-mail provider (iv) failure of the CLINIC's computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of e-mail communications by a third party which is unauthorized by the CLINIC; or (v) Patient failure to comply with the guidelines for use of e-mail described in this Agreement.

**13. Change of Law.** If there is a change of any relevant law, regulation or rule, federal, state or local, which affects the terms of this Agreement, the parties agree to amend this Agreement to comply with the law.

**14. Severability.** If any part of this Agreement is considered legally invalid or unenforceable by a court of competent jurisdiction, that part will be amended to the extent

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<sup>1</sup> as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations.



necessary to be enforceable and the remainder of the contract will stay in force as originally written.

**15. Reimbursement for Services Rendered.** If this Agreement is held to be invalid for any reason, and the CLINIC is required to refund fees paid by You, You agree to pay the CLINIC an amount equal to the fair market value of the medical services You received during the time period for which the refunded fees were paid.

**16. Amendment.** No amendment of this Agreement shall be binding on a party unless it is in writing and signed by all the parties. Except for amendments made in compliance with Section 11, above.

**17. Assignment.** This Agreement, and any rights You may have under it, may not be assigned or transferred by You.

**18. Legal Significance.** You acknowledge that this Agreement is a legal document and gives the parties certain rights and responsibilities. You also acknowledge that You have had a reasonable time to seek legal advice regarding the Agreement and have either chosen not to do so or have done so and are satisfied with the terms and conditions of the Agreement.

**19. Miscellaneous.** This Agreement shall be construed without regard to any rules requiring that it be construed against the party who drafted the Agreement. The captions in this Agreement are only for the sake of convenience and have no legal meaning.

**20. Entire Agreement.** This Agreement contains the entire agreement between the parties and replaces any earlier understandings and agreements whether they are written or oral. A Physician who breaches the agreement may be liable for damages and subject to professional discipline by the board of medical examiners.

**21. No Waiver.** In order to allow for the flexibility of certain terms of the Agreement, each party agrees that they may choose to delay or not to enforce or the other party's requirement or duty under this agreement (for example notice periods, payment terms, etc.). Doing so will not constitute a waiver of that duty or responsibility. The party will have the right to enforce such terms again at any time.

**22. Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Tennessee. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the CLINIC in Knoxville, Tennessee.



23. **Service.** All written notices are deemed served if sent to the address of the Clinic included in this Agreement, or the address of the Member provided at registration as updated from time to time by first class U.S. mail.

The parties may have signed duplicate counterparts of this Agreement on the date first written below.

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Tonya Baker, MD, Principal for  
Rheumatologix, PLLC

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Signature of Patient

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Name of Patient (printed)

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Date



## APPENDIX A SERVICES

1. Medical Services.<sup>2</sup> The scope of Services included under this agreement are those medical services that the DSC Provider is permitted to perform under the laws of the State of Tennessee, are consistent with DSC Provider's training and experience, are usual and customary for a family medicine physician, internist or pediatrician to provide, and may be limited by equipment, supplies, outside facilities, vendor pricing changes, and other unforeseen circumstances. Services include the following to all patient age groups:<sup>3</sup>

- Up to 25 office visits per calendar year. Additional episodes of care<sup>2</sup> will incur a charge of \$25 per visit.
- Well-Woman Care/ Collection of Pap Smear specimen<sup>4</sup>
- Well-Baby Care
- Rapid test for strep throat
- Rapid test for influenza
- Rapid test for respiratory syncytial virus
- Rapid test for mononucleosis
- Urinalysis
- Urine pregnancy test
- Tuberculosis skin test
- Suture removal
- Ear wax removal
- Visual acuity screening
- Drawing basic labs. Labs and testing that cannot be performed in-house will be offered at a discounted rate through select vendors.<sup>4</sup>
- The convenience of access to many commonly prescribed prescription medications at greatly reduced prices.<sup>5</sup>

The following services are included for patients 19 years of age and older unless specified:

- Complete blood count, up to one per month and four per year
- Lipid panel, up to one per month and four per year
- Renal and liver function test, up to one per month and four per year

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<sup>2</sup> An episode of care is defined as any contact between the patient and physician for which clinical care or advice is rendered including in-office visits and electronic communication by email or telephone.

<sup>3</sup> As deemed appropriate and medically necessary by the Physician.

<sup>4</sup> Patient is responsible for all fees associated with any outside laboratory testing, pathology, and specimen analysis.

<sup>5</sup> Prescription medication and DME dispensed by the Rheumatologix dispensary is subject to an additional charge, for which the Patient is responsible.



- Thyroid stimulating hormone, up to one per month and two per year
- Prostate specific antigen (PSA) yearly for men over 40 years of age
- Cardiac CRP, yearly
- Urine Microalbumin, up to one per month and two per year
- Hemoglobin A1c, up to one per month and four per year
- Insulin level, up to one per month and four per year
- Electrocardiogram
- Spirometry

2. **Non-Medical, Personalized Services.** CLINIC shall also provide Member with the following non-medical services (“Non-Medical Services”), which are complementary to our members in the course of care:

- a) After-Hours Access. Patient shall have direct telephone access to the Physician for guidance regarding urgent concerns that arise unexpectedly after office hours. Reasonable effort will be made by Physician to respond to all communications initiated prior to 5pm on a scheduled business day. Communication initiated after 5pm may be addressed the next business day. Patient may need to seek urgent care medical services not covered under this agreement for medical concerns that cannot be addressed remotely.
- b) Physician Absence. From time to time, due to vacations, illness, or personal emergency, the DSC Providers may be temporarily unavailable to provide the services referred to above in this paragraph one. In order to assist Patients in scheduling non-urgent visits, CLINIC will notify Patients of any planned DSC Provider absences as soon as the dates are confirmed. Substitute providers may be available outside the employment of CLINIC but are not guaranteed. Any treatment rendered by the substitute provider is not covered under this contract. Patient may need to seek urgent care medical services when DSC Providers are not available.
- c) E-Mail Access. Patient shall be given the DSC Provider’s or office personnel’s e-mail address to which non-urgent communications can be addressed. Such communications shall be dealt with by the DSC Provider or staff member of CLINIC in a timely manner. Patient understands and agrees that email and the internet should never be used to access medical care in the event of an emergency, or any situation that Patient could reasonably expect may develop into an emergency. PATIENT AGREES THAT IN SUCH SITUATIONS, WHEN A PATIENT CANNOT SPEAK TO PHYSICIAN IMMEDIATELY IN PERSON OR BY TELEPHONE, THAT PATIENT SHALL CALL 911 OR THE NEAREST EMERGENCY

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MEDICAL ASSISTANCE PROVIDER, AND FOLLOW THE DIRECTIONS OF EMERGENCY MEDICAL PERSONNEL.

- d) Appointments. Appointments are available during CLINIC's posted business office hours. CLINIC shall make every reasonable effort to schedule an appointment for the Patient on the day requested by the Patient. DSC Provider will be scheduled out of the CLINIC on a regular basis.
- e) Specialists Coordination. CLINIC and DSC Provider shall coordinate with medical specialists to whom Patient is referred to assist Patient in obtaining specialty care. Member understands that fees paid under this Agreement do not include and do not cover specialist's fees or fees due to any medical professional other than the CLINIC DSC Provider.

### 3. Practice Policies.

- a) Pain Management. IT IS THE POLICY OF THE CLINIC AND DSC PROVIDER NOT TO PRESCRIBE LONG-TERM OPIOID OR NARCOTIC PAIN MEDICATIONS. Referrals to appropriate specialists are available, as is adjunctive non-narcotic pain management.
- b) Controlled Substances. It is the policy of the CLINIC and DSC Provider to limit the use of controlled substances believed to have a higher risk of complications, misuse, dependency, or diversion. Whenever an alternative with less risk is available, we will endeavor to develop a treatment plan to incorporate those alternatives or refer to a specialist. It is at the sole discretion of the DSC Provider as to the appropriateness of any medication and no guarantees are expressed of maintaining any prior treatment regimen initiated or recommended by another physician or provider. Misuse, diversion, or improper handling of prescription medication constitutes grounds for termination of membership.
- c) Statement of Faith. The CLINIC and DSC Physicians hold to the Biblical standard of faith in Jesus Christ. They will not prescribe, counsel, or encourage any therapy of treatment plan that violates that Biblical standard. This includes, among other things, a belief in the sanctity of human life beginning at conception through natural death. No recommendation or therapy will be provided that could potentially harm or violate another human life.



## APPENDIX B FEE ITEMIZATION

0-18 years of age \$\_\_\_ per month

19-39 years of age \$\_\_\_ per month

40-64 years of age \$\_\_\_ per month

65+ years of age \$\_\_\_ per month

Family Membership Maximum \$\_\_\_ per month

Enrollment Fee (each member up to 5) \$\_\_\_

Enrollment Fee - Family maximum \$\_\_\_

**Note:** Enrollment fee is non-refundable and DOES NOT include the first month membership. Should your membership lapse or be terminated, the enrollment fee must be paid again for membership to become active. Family maximum applies when members join in the same calendar month.



## APPENDIX C MEDICARE OPT OUT AND WAIVER AGREEMENT

This agreement (Agreement) is entered into by and between Rheumatologix, PLLC, a Tennessee Professional Limited Liability Corporation, Tonya Baker, MD, and whose principal addresses is 135 South David Lane, Knoxville, TN 37922 and you the Patient, a beneficiary enrolled in Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997 (Beneficiary), who resides at the address listed during the registration process. The Physician has informed Patient that Physician has opted out of the Medicare program 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.

### **Introduction**

The Balanced Budget Act of 1997 allows physicians to “opt out” of Medicare and enter into private contracts with patients who are Medicare beneficiaries. In order to opt out, physicians are required to file an affidavit with each Medicare carrier that has jurisdiction over claims that they have filed (or that would have jurisdiction over claims had the physicians not opted out of Medicare). In essence, the physician must agree not to submit any Medicare claims nor receive any payment from Medicare for items or services provided to any Medicare beneficiary for two years.

THIS AGREEMENT BETWEEN BENEFICIARY AND PHYSICIAN IS INTENDED TO BE THE CONTRACT PHYSICIANS ARE REQUIRED TO HAVE WITH MEDICARE BENEFICIARIES WHEN PHYSICIANS OPT-OUT OF MEDICARE. This Agreement is limited to the financial agreement between Physician and Beneficiary and is not intended to obligate either party to a specific course or duration of treatment.

### **Physician Responsibilities**

- (1) Physician agrees to provide Beneficiary such treatment as may be mutually agreed upon and at mutually agreed upon fees.
- (2) Physician agrees not to submit any claims under the Medicare program for any items or services, even if such items or services are otherwise covered by Medicare.
- (3) Physician agrees not to execute this contract at a time when Beneficiary is facing an emergency or urgent healthcare situation.
- (4) Physician agrees to provide Beneficiary with a signed copy of this document before items or services are furnished to Beneficiary under its terms. Physician also agrees to retain a copy of this document for the duration of the opt-out period.
- (5) Physician agrees to submit copies of this contract to the Centers for Medicare and Medicaid Services (CMS) upon the request of CMS.



### **Beneficiary Responsibilities**

- (1) Beneficiary agrees to pay for all items or services furnished by Physician and understands that no reimbursement will be provided under the Medicare program for such items or services.
- (2) Beneficiary understands that no limits under the Medicare program apply to amounts that may be charged by Physician for such items or services.
- (3) Beneficiary agrees that he/she is not currently in an emergency or urgent health care situation.
- (4) Beneficiary agrees not to submit a claim to Medicare and not to ask Physician to submit a claim to Medicare.
- (5) Beneficiary understands that Medicare payment will not be made for any items or services furnished by Physician that otherwise would have been covered by Medicare if there were no private contract and a proper Medicare claim had been submitted.
- (6) Beneficiary understands that Beneficiary has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and that Beneficiary is not compelled to enter into private contracts that apply to other Medicare-covered items and services furnished by other physicians or practitioners who have not opted out of Medicare.
- (7) Beneficiary understands that Medigap plans (under section 1882 of the Social Security Act) do not, and other supplemental insurance plans may elect not to, make payments for such items and services not paid for by Medicare.
- (8) Beneficiary understands that CMS has the right to obtain copies of this contract upon request.
- (9) Beneficiary acknowledges that a copy of this contract has been made available to him/her.

### **Medicare Exclusion Status of Physician**

Beneficiary understands that Physician has not been excluded from participation under the Medicare program under section 1128, 1156, 1892, or any other sections of the Social Security Act.

### **Duration of the Contract**

This contract becomes effective immediately and will continue in effect until terminated by either party. Either party may terminate treatment with reasonable notice to the other party, as provided in the agreement. Notwithstanding this right to terminate treatment, both Physician and Beneficiary agree that the obligation not to pursue Medicare



reimbursement for items and services provided under this contract will survive this contract.

### Successors and Assigns

The parties agree that this agreement will be fully binding on their heirs, successors, and assigns.

Physician and Beneficiary intend to be legally bound by signing this agreement on the date set forth below.

\_\_\_\_\_  
Tonya Baker, MD, Principal for  
Rheumatologix, PLLC

\_\_\_\_\_  
Signature of Physician

\_\_\_\_\_  
Date signed by Physician and PLLC

\_\_\_\_\_  
Signature of Beneficiary

\_\_\_\_\_  
Name of Beneficiary (printed)

\_\_\_\_\_  
Date