

**DIRECT SENIOR CARE PLLC PRIVATE PATIENT CONTRACT  
IN COMPLIANCE WITH 42 U.S.C. §1395a; 42 C.F.R. § 405, SUBPART D**

This contract is entered into by and between Dr. Shannon M. Tapia, M.D. (hereinafter called “physician”), whose practice entity is known as Direct Senior Care PLLC and may be used interchangeably with “physician” and \_\_\_\_\_ (hereinafter called “beneficiary” or “patient”), who resides at \_\_\_\_\_, and shall become effective on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and shall remain in effect for the duration of the Physician Opt-out period/membership agreement with Direct Senior Care PLLC/Dr. Tapia.

**Physician Obligations**

The physician acknowledges that she is not excluded from Medicare under sections 1128, 1156, 1892 or any other section of the Social Security Act.

The physician acknowledges that this contract shall not be entered into with the beneficiary, or the beneficiary's legal representative, during a time when the beneficiary requires emergency care services or urgent care services, except that the physician may furnish emergency or urgent care services to a Medicare beneficiary in accordance with 42 C.F.R. § 405.440.

The physician acknowledges that she must retain this contract (with original signatures of both parties to this contract) for the duration of the opt-out period, and that it shall be made available to the Centers for Medicare and Medicaid Services (CMS) upon request.

The physician shall provide a copy of this contract to the beneficiary, or to his or her legal representative, before items or services have been furnished to the beneficiary under the terms of this contract.

The physician acknowledges that she must enter into a contract for each opt-out period. Physician further certifies that her opt-out effective date is May 16, 2017 and for a minimum of 2 year, although she may remain opted-out indefinitely.

**Beneficiary Obligations**

The beneficiary, or his or her legal representative, accepts full responsibility for payment of the physician's charge for all services furnished by the physician (see Fees on last page # 3).

The beneficiary, or his or her legal representative, understands that no payment will be provided by Medicare for items or services furnished by the physician that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.

The beneficiary, or his or her legal representative, understands that Medicare limits do not apply to what the physician may charge for items or services furnished by the physician.

The beneficiary, or his or her legal representative, agrees not to submit a claim, nor ask the physician to submit a claim, to Medicare for Medicare items or services, even if such items or services are otherwise covered by Medicare.

The beneficiary acknowledges that this written private contract contains sufficiently large print to

ensure that the beneficiary is able to read this contract.

The beneficiary, or his or her legal representative, has entered into this contract with the knowledge that her or she has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted-out of Medicare and for whom payment would be made by Medicare for their covered services, and that the beneficiary has not been compelled to enter into private contracts that apply to other Medicare-covered services furnished by other physicians or practitioners who have not opted-out.

The beneficiary, or his or her legal representative, understands that Medigap plans do not, and other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.

The beneficiary, or his or her legal representative, understands that this agreement shall not be entered into with the physician during a time when the beneficiary requires emergency care services or urgent care services, except that the physician may furnish emergency or urgent care services to a Medicare beneficiary in accordance with 42 C.F.R. § 405.440.

The beneficiary, or his or her legal representative, acknowledges that a copy of this contract has been provided to the beneficiary, or to his or her legal representative, before items or services have been furnished to the beneficiary under the terms of this contract.

I understand that during the opt-out period, a Medicare Advantage plan may not by law make any payments to the physician for any Medicare items and services furnished to the beneficiary under this contract.

### **GENERAL CONSULTATIVE AND MEMBERSHIP TERMS FOR ALL PATIENTS (INCLUDING NON-MEDICARE BENEFICIARIES)**

**New Patients:** Patient hereby agrees to the initial visit/new patient fee of 250\$/hour of face-to-face time (included benefits outlined in Appendix A). At the time of the first visit patient or patient's legal representative may determine whether they would like the visit to be a one-time consult only or whether they would like to sign on for Direct Senior Care/Dr. Tapia's membership program.

**Membership Fees.** In addition to the one-time new patient fee at the hourly rate of 250\$/hr, patients may elect to keep Dr. Tapia on board as their Geriatric Specialist. Patient agrees to pay a monthly fee ("Membership Fee") in accordance with the schedule attached hereto as Appendix B, and made a part hereof ("Membership Fee Schedule"). The one-time new patient fee is due after/during time of first face-to-face visit. Membership Fees are based on age, medical complexity, and special circumstances such as other services assisting in care team. Membership Fees shall be due in Atlas MD on a monthly basis on the first (1<sup>st</sup>) of the month without exception. Fees shall not be pro-rated for any month. Any fees or charges that are not included in the Membership Fee (i.e. fees for non-covered services) shall be due at the time of service.

- A. Late Fee. In the event that Patient is unable to pay the monthly Membership Fee in full and on time, Patient shall be charged a late fee of Thirty Dollars after a 5 day grace period and the Practice may, in its sole discretion, terminate the Membership.

- B. Changes to Membership Fee Schedule. The Practice may amend the Membership Fee Schedule at any time, as it may determine in its sole discretion, upon providing Patient at least sixty (60) days' advance written notice.

**Non-Covered Services. Patient Understands and acknowledges that Patient is responsible for any charges incurred for health care services performed outside of Dr. Tapia's scope as outlined in Appendix A "Covered Services", including, but not limited to, emergency room visits, hospital and specialist care, and imaging and lab tests performed by third parties. Patient shall also be responsible for any charges incurred for health care services provided by the Practice but not specifically described in Appendix A hereof. THE PRACTICE STRONGLY ENCOURAGES THE PATIENT TO MAINTAIN HEALTH INSURANCE DURING THE TERM OF THIS MEMBERSHIP AGREEMENT TO COVER SERVICES THAT ARE NOT PROVIDED UNDER THIS MEMBERSHIP AGREEMENT. BASIC MEDICARE IS SUFFICIENT FOR THESE PURPOSES. OTHERWISE PATIENT SHOULD PURCHASE HEALTH INSURANCE TO COVER, AT MINIMUM, UNPREDICTABLE AND CATASTROPHIC EXPENSES.**

1. **Insurance. PATIENT ACKNOWLEDGES AND UNDERSTANDS THAT THIS MEMBERSHIP AGREEMENT OR MEMBERSHIP IN THE PRACTICE DOES NOT PROVIDE COMPREHENSIVE HEALTH INSURANCE COVERAGE, NOR IS IT A CONTRACT OF INSURANCE.**

A. Insurance Claims. Patient acknowledges and understands that the Practice is not a participating provider in any governmental or private health care plan. Patient acknowledges and understands that the Practice will not bill insurance carriers on Patient's behalf for Covered Services provided to Patient and the Practice will not bill any health care plan of which the Patient may be a subscriber or beneficiary for Membership Fees due and owing to the Practice under this Membership Agreement.

B. Tax-Advantaged Medical Savings Accounts. As of the date hereof, it is unlikely that the Membership Fees described in Section 2 constitute eligible medical expenses that are payable or reimbursable using a tax-advantaged savings account such as a health savings account ("HSA"), medical savings account ("MSA"), flexible spending arrangement ("FSA"), health reimbursement arrangement ("HRA"), or other health plans similar thereto (collectively referred to as a "tax-advantaged savings account"). Every health plan is uniquely different. Patient should consult with their health benefits advisor regarding whether Membership Fees may be paid using funds contained in Patient's tax-advantaged savings account, as may be applicable.

C. High Deductible Health Plans. Because the Practice is not a participating provider in any governmental or private health care plan, third party payers may not count the Membership Fees incurred pursuant to this Membership Agreement toward any deductible Patient may have under a high deductible health plan. Patient should consult with their health benefits advisor regarding whether Membership Fees may be counted toward the Patient's deductible under a high deductible health plan, as may be applicable.

2. **Termination by Practice.** Termination of this Membership Agreement shall cause the termination of Patient's membership in the Membership Program described herein.

A. Termination By Practice. The Practice may terminate this Membership Agreement upon providing Patient advance written notice. Such termination shall be effective on the last day of then-current calendar month. Upon termination, the Practice shall cooperate in the transfer of Patient's medical records to the Patient's provider of choice upon the Patient's written request and direction.

B. Termination by Patient. Patient may terminate this Membership Agreement at any time and for any reason, upon providing advance written notice to Practice. Such termination shall be effective on the last day of the then-current calendar month. Membership Fees shall not be pro-rated for any month. Monthly Membership Fees will continue to accrue until Patient's written notice of termination via email to [stapiamd@directseniorcare.com](mailto:stapiamd@directseniorcare.com)

3. **Reinstatement.** In the event Patient terminates this Membership Agreement after the Effective Date hereof, Patient shall be ineligible for membership for a period of twelve (12) months following the effective date of termination, and if Dr. Tapia's services are requested they will be charged at the hourly established patient rate as outlined in Appendix B (200\$/hour).
4. **Indemnification.** Patient agrees to indemnify and to hold the Practice and its members, officers, directors, agents, and employees harmless from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses, including interest, penalties, attorney fees, etc. which are imposed upon or incurred by the Practice as a result of the Patient's breach of any of Patient's obligations under this Agreement.
5. **Entire Agreement.** This Membership Agreement constitutes the entire understanding between the parties hereto relating to the matters herein contained and shall not be modified or amended except in a writing signed by both parties hereto.
6. **Waiver.** The waiver of either the Practice or Patient of a breach of any provisions of this Membership Agreement must be in writing and signed by the waiving party to be effective and shall not operate or be construed as a waiver of any subsequent breach by either the Practice or Patient.
7. **Change of Law.** If there is a change of any law, regulation or rule, federal, state or local, which affects this Membership Agreement, any terms or conditions incorporated by reference in this Membership Agreement, the activities of the Practice under this Membership Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and the Practice reasonably believes in good faith that the change will have a substantial adverse effect on the Practice's rights, obligations or operations associated with this Membership Agreement, then the Practice may, upon written notice, require the Patient to enter into good faith negotiations to renegotiate the terms of this Membership Agreement. If the parties are unable to reach an agreement concerning the modification of this Membership Agreement within ten (10) days after the effective date of change, then the Practice may immediately terminate this Membership Agreement upon providing written notice to Patient.
8. **Governing Law.** This Agreement and the rights and obligations of the Practice and Patient



## **APPENDIX A COVERED SERVICES**

### **CONSULT ONLY**

- Hourly rate solely applies to Dr. Tapia's face to face time in the house call.
- Includes comprehensive evaluation and consult note (usually takes an hour at minimum to complete outside of visit time) for which the patient or legal representative is given copies of electronically via HIPAA secured email.
- Communication to designated Primary Care Physician of recommendations and assessment.
- Please see website [www.directseniorcare.com](http://www.directseniorcare.com) for areas of expertise for which Dr. Tapia can provide a one-time consult as a Geriatrician.

**If after the first visit the patient wishes Dr. Tapia be the managing physician for orders, medication changes, and recommendations, then Dr. Tapia requires a minimum of 2 months of the DSC membership (per the fees in Appendix B)**

### **MEMBERSHIP SERVICES FOR GERIATRIC SPECIALTY CARE (after initial visit)**

- Follow-up house call within the first month of initial visit for up to 30 minutes and routine scheduled visits every 2-3 months if patient so chooses.
- Nearly unlimited access to Dr Tapia directly (up to 99 encounters per month) to provide comprehensive geriatric specialty medicine via Dr. Tapia's cell phone, HIPAA secure email, text if chosen, and care coordination among PCP, specialists, and home health providers. Not all conditions can be handled with these indirect matters and the Patient may be asked to be available for a house call if Dr. Tapia's schedule allows or even asked to seek immediate medical attention at an ED or Urgent Care.
- Orders and arrangements for any necessary lab work and diagnostic imaging with results provided to patients and interpreted.
- Any prescription medication management and orders other than schedule II drugs (narcotics). If Patient wishes Dr. Tapia to be the prescribing provider for schedule II drugs and is not on Hospice services an extra 25\$ per month will be charged.
- Courtesy inpatient visits for care coordination and Geriatric Consults on members if Member is admitted to hospital or skilled rehab and Dr. Tapia's schedule allows.
- Up to one acute house-call per month based on Dr. Tapia's availability. Note if member resides in a residential community where Dr. Tapia frequents, issues will likely be addressed weekly to monthly.
- **For all scheduled visits it should be noted that Dr. Tapia may arrive up to 15 minutes early or late given the nature and unpredictability of traffic. Please schedule accordingly.**

\*\* If Patient has a Primary Care Physician that sends a Nurse Practitioner or PA to their residential community, Dr. Tapia recommends only signing on for a one-time consult as it would be confusing for the other provider to follow regular changes in recommendations. Note, Dr. Tapia is the only physician that consistently goes to the independent home setting or Assisted Living outside of the Hospice context in the Lubbock area.

**APPENDIX B**  
**DIRECT SENIOR CARE/DR. TAPIA'S FEE SCHEDULE**  
**(Effective September 2018)**

<p style="text-align: center;"><b>New Patient First Visit Fee/Consult only Hourly Rate</b></p>	<p style="text-align: center;"><b>250\$/Hour</b> (Almost all new patient visits and consults take a minimum of 1.5 hours)</p>
<p style="text-align: center;"><b>DSC Membership Fee for Dr. Tapia as Geriatric Specialist Consultant</b></p>	<p style="text-align: center;"><b>Persons age 50-69 – 75\$ per month</b>  <b>Persons Age 70 and older – 100\$/month</b></p>
<p style="text-align: center;"><b>Add-on Fee if Dr. Tapia is to be prescriber for narcotics for pain control</b></p>	<p style="text-align: center;"><b>25\$/month prescribed</b></p>
<p style="text-align: center;"><b>Pay-per service Fee for Prior Established Patients (seen within last 12 months)</b></p>	<p style="text-align: center;"><b>200\$/hour</b> (This applies to those who have had a consult with Dr. Tapia but did not sign on for membership with DSC and then request Dr. Tapia's services again).</p>
<p style="text-align: center;"><b>For Persons on Hospice or Transitioning to Hospice</b></p>	<p>If you or your loved one is appropriate for and elects for Hospice services (a covered Medicare benefit), Dr. Tapia can remain the Primary Attending and take over as PCP for a discounted rate. If <b>Area Community Hospice</b> is requested, your membership fees are waived as Dr. Tapia is the Lubbock area Medical Director for Area Community Hospice and her services come with Area Community Hospice. If another local Hospice is preferred but patient also prefers to have Dr. Tapia as the primary managing physician, the membership fee is reduced to <b>50\$/month</b> and there is no additional fee for schedule II medication management.</p>
<p style="text-align: center;"><b>Travel Fees for House- Calls/Consults up to 75 miles outside of Lubbock</b></p>	<p style="text-align: center;">For travel that is greater than 10 miles outside the Lubbock 289 Loop, an additional 2\$/mile will be added on to every house-call trip made.</p>