

## Direct Med Clinic

### Direct Med Clinic MEMBERSHIP TERMS AND CONDITIONS

- **Direct Med Clinic Medical Membership Program is not a health insurance policy.**
  - It does not cover any major catastrophic medical care.
  - It does not cover services given by emergency rooms, hospitals, or any practices not affiliated with our clinics.
- **Membership Benefits**
  - By enrolling you are purchasing a Direct Med Clinic Membership offered by Direct Medical, PLLC.
  - Direct Medical, PLLC owns and operates clinics under Direct Med Clinic as its dba name.
  - This membership entitles Members to receive Urgent Care and Primary Care services provided by any of the Direct Med Clinic locations in Texas.
  - In office services are provided 5 days a week.
    - Call for appointments for Primary Care services
  - For specific locations and hours of service per location, please visit our website at [www.directmedclinic.com](http://www.directmedclinic.com).
  - Members also have access to our 24-hour Telemedicine/virtual care service which can be initiated by a clinician.
- **Clinic visit fees**
  - Visit fee is \$0.00/per visit, for office visits, blood draw visits, in house labs, treatments, procedures, and EKG are included in the \$0.00/visit fee.
  - The following items have additional charges. Payment at the time of service will be given a discounted rate. Otherwise; you will be billed full price from the third-party company.
    - DME splints applied in the clinic
    - Outsourced laboratory services
    - Outsourced radiology reading services
    - Any outsourced services not provided at Direct Med Clinic
- **Membership fees**
  - Adults 18-99 \$89 PER MONTH
  - Children 0-17 \$39 PER MONTH PER PERSON
  - Enrollment/Processing fee is \$20 per incident. Returned check fee is \$20. Late fee is \$15.
  - Membership is a 12-month contract, beginning on date of enrollment into the Direct Med Clinic Membership program.
  - First months Membership fee must be paid to activate membership.
  - Monthly invoicing and payment with cash or check is NOT available.
  - Monthly Membership dues are paid via recurring credit card billing, recurring bank draft (checking or savings account) or bitcoin.
  - At the end of the 12-month contract recurring payments will continue automatically on a month to month basis.
- **Requirements**
  - A valid picture ID is required to enroll in the Direct Med Clinic Medical Membership Program.
  - A valid picture ID is required at the time of service for verification of identity before receiving services.
  - Members are required to have their picture taken and stored in our database for future verification.
  - Members agree to allow the Direct Med Clinic team to communicate with them via email, text, and telephone.
  - Anyone under the age of 18 may enroll as a member only if a parent or legal guardian is financially responsible for the minor.
  - Minors must be accompanied by the parent or legal guardian to be evaluated and treated by our medical providers.
  - Members who also have any health insurance plan that Direct Medical is contracted to be a provider for, agree NOT to seek reimbursement of payment from their insurance plans for services received under this program.
  - Per Medicare rules, anyone with Medicaid or Medicare cannot become Members of our program.
- **Services**
  - Medical services at Direct Med Clinic are provided within the scope of urgent care and family medicine.
  - Direct Med Clinic clinician reserve the right to refer ANY Members to other facilities or specialists for further evaluation and treatment as deemed necessary.
  - All Members agree to follow our clinician's medical advice for urgent care and family medicine.
  - Members may not dictate how our clinicians should diagnose or treat them. Members may not tell the clinician what labs, tests, x-rays or referrals to order, or not to order.

- Appropriate NON-OPIATE controlled substances may be prescribed only with a signed controlled substance agreement, applicable workup (which may require additional costs by the member for labs, outside diagnostic testing and/or specialist evaluation) and regular monitoring. Any deviation from this agreement is grounds for termination from receiving any controlled substance from any Direct Med Clinic clinician.

- **Corporate Membership**

- Corporate Membership is available via separate account set up for each company.
- Corporate Memberships must be paid by the member's employer on a monthly basis.
- Members may transition from Corporate Memberships to Family Memberships in the event of change of employment.
- If Corporate Membership account is desired by your employer, contact our Customer Care representative for account set up.

**Direct Med Clinic Membership does NOT include:**

- Chronic pain management with narcotics / opiates
- Substance abuse or withdrawal
- Advanced psychiatric problems
- Vaccinations

- Direct Med Clinic reserves the right to refuse membership to any person for any reason.
- Any legal action against Direct Med Clinic, for a default of its obligations to the member, must be commenced within one (1) year from the date the default was, or should have been, discovered.
- All information required to be provided to Direct Med Clinic under this agreement should be made in writing to the following address:
  - Direct Med Clinic, 1010 NW Loop 410, Suite 100A, San Antonio, TX 78213
  - Customer Care representative – 1-210-886-8031, [office@directmedclinic.com](mailto:office@directmedclinic.com)
- This agreement shall be governed by and construed under the laws of the State of Texas.
- If any provision of this agreement, or portion thereof, is determined by a court of competent jurisdiction, or declared under any law, rule or regulations of unenforceable, then such provision will, to the extent permitted by the court or government not to be voided but will instead be construed to give effect to its intent to the maximum extent permissible under applicable law and the remainder of this agreement will remain in full force and effect according to its terms.
- This agreement constitutes the entire agreement of the parties concerning its subject matter and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements between the parties concerning its subject matter of this agreement. No supplement, modification, or amendment to this agreement shall be binding unless evidenced by a writing signed by the party against whom it is sought to be enforced. No waiver of any of the provisions of this agreement shall be deemed or shall be binding unless executed in writing by the party making the waiver.
- I have read and understand this entire agreement. I agree to participate in the Health Membership Program under such terms and conditions.

Name \_\_\_\_\_

Credit Card Holders Name\_\_\_\_\_

Signature\_\_\_\_\_

Credit Card Holders Signature\_\_\_\_\_

Date \_\_\_\_\_

Date\_\_\_\_\_