



RETAIL DIRECT PRIMARY CARE MEMBERSHIP AGREEMENT

Phoenix Medical Spa PLLC | Physician-led primary care | Texas

IMPORTANT: THIS AGREEMENT IS NOT HEALTH INSURANCE.

This is a direct patient care agreement for defined primary-care services. It does not replace major medical insurance or coverage for emergencies, hospitalization, specialty care, imaging, procedures, prescription drugs, or other services outside this Agreement.

1. Parties and Effective Date

This Retail Direct Primary Care Membership Agreement ("Agreement") is entered into between Phoenix Medical Spa PLLC ("Phoenix" or "Practice"), physician-led by Bertina M. Hooks, MD, and the patient/member or responsible party identified below ("Member").

Patient/Member Name	
Date of Birth	
Responsible Party (if different)	
Effective Date	

2. Membership Selection and Fees

Select the applicable retail DPC membership. Pricing below reflects the current Phoenix retail DPC structure at the time this Agreement was prepared. If a signed enrollment order or checkout confirmation lists a different lawfully updated fee, that signed/current fee schedule controls after any required advance notice.

Select	Membership	Monthly Fee	One-Time Enrollment Fee
☐	Adult DPC	\$150 per adult	\$125 individual
☐	Adolescent DPC (age 12+)	\$98 per adolescent	\$125 individual
☐	Household DPC - 2 to 3 members	\$150/adult + \$98/adolescent	\$200 household
☐	Household DPC - 4+ members	\$150/adult + \$98/adolescent	\$325 household

Household pricing: There is no monthly household cap. Monthly fees are based on the number of enrolled adults and adolescents. Each household member is an individual patient and must complete applicable intake, consent, and clinical documentation.

3. Nature of the Agreement

This Agreement is intended to be a direct patient care agreement under Texas Occupations Code Chapter 117. Phoenix agrees to provide the health care services expressly described in this Agreement in exchange for the direct membership fee. The membership is not insurance, a health plan, or a substitute for insurance.



- Phoenix will not bill an insurer or health maintenance organization for direct patient care that is paid under this Agreement.
- A Member may use insurance or other coverage for outside services, medications, imaging, specialist care, hospital services, or other items not included in this Agreement, subject to the terms of that coverage.
- If Phoenix separately offers an insurance-billed service that is not included in this membership, Phoenix will identify the separate payment pathway before billing whenever practicable. This Agreement does not convert separately identified services into DPC-covered services.

4. Services Included in the Retail DPC Membership

Subject to medical necessity, clinical appropriateness, scheduling availability, practice capacity, and the Member's cooperation with care, the membership includes the following professional primary-care services provided by Phoenix:

- Routine primary-care evaluation and follow-up for adult or eligible adolescent Members.
- Preventive care planning, age-appropriate health maintenance, and counseling within the scope of Phoenix primary care.
- Chronic-condition management for conditions reasonably manageable in the primary-care setting.
- Routine medication management and refill evaluation when medically appropriate. No prescription is guaranteed.
- Review and interpretation of available medical records and clinically relevant outside results as part of ongoing primary care.
- Virtual follow-up and patient-portal communication when legally and clinically appropriate.
- Evaluation of appropriate non-emergency acute concerns, including same-day virtual access when available and clinically appropriate.
- Care coordination and referrals when specialty, emergency, hospital, imaging, or other outside care is appropriate.

No unlimited-use promise. Membership does not guarantee unlimited visits, 24/7 physician access, immediate response, a same-day appointment, a particular treatment, or management of every medical condition virtually. Phoenix may require an in-person visit, outside testing, specialist evaluation, emergency evaluation, or a higher level of care when clinically appropriate.



5. Services and Costs Not Included

Unless Phoenix expressly states otherwise in a signed addendum or written service description, the membership fee does not include the following:

- Emergency department, ambulance, hospital, surgical, facility, anesthesia, or inpatient services.
- Specialist professional fees or services performed by outside clinicians.
- Laboratory testing, pathology, imaging, diagnostic procedures, medical devices, durable medical equipment, supplies, or third-party services.
- Prescription or over-the-counter medications, pharmacy/dispensing charges, GLP-1 medications, peptides, supplements, or compounded products.
- Medical weight-management program fees, including the separate Phoenix medical weight-management consultation and membership tiers.
- Aesthetic services, injections, procedures, skincare products, or cosmetic treatments unless expressly included in a separate written offer.
- Vaccines, procedure supplies, or in-office procedures unless Phoenix expressly identifies them as included.
- Forms, reports, records preparation, disability paperwork, legal/forensic work, travel forms, or administrative services that Phoenix identifies as separately chargeable.
- Services that are outside Phoenix's scope, outside the physician-patient relationship, not medically appropriate, or not available through the Practice.

6. Emergency, Urgent, and After-Hours Care

For a medical emergency, call 911 or go to the nearest emergency department. Do not rely on portal messages, email, text, voicemail, or a routine membership appointment for emergency care.

- Phoenix is not an emergency department and does not provide emergency medical services.
- Same-day or urgent virtual evaluation is available only when Phoenix has capacity and the concern can be safely evaluated through the available modality.
- Phoenix may direct the Member to an emergency department, urgent care center, specialist, or in-person facility when the condition cannot be safely managed through the Practice.

7. Telemedicine and Electronic Communication

- Telemedicine may be used when permitted by law and clinically appropriate. Some conditions require an in-person examination, testing, or another level of care.
- Technology failures, incomplete information, and limitations of remote examination can affect telemedicine. The Member agrees to provide accurate information and follow instructions for in-person care when recommended.
- The secure patient portal should be used for sensitive clinical communication when available. Standard email and text may not be appropriate for protected health information unless the Member knowingly elects a permitted communication method.
- Portal and electronic messages are not continuously monitored and are not appropriate for emergencies.



8. Payment Authorization and Billing

The Member authorizes Phoenix and its payment processor to charge the enrollment fee and recurring monthly membership fee to the payment method provided during enrollment, subject to applicable law and the payment authorization completed by the Member.

- The one-time enrollment fee is due at enrollment unless Phoenix states otherwise in writing.
- The recurring monthly fee is charged according to the Member's billing cycle and continues until the Agreement is terminated.
- Membership fees are not submitted to insurance by Phoenix for reimbursement as claims for services covered by this Agreement.
- The Member is responsible for keeping payment information current. Failed payments may result in suspension of non-emergency membership access and termination consistent with this Agreement and applicable professional obligations.
- Phoenix does not guarantee HSA, FSA, employer-benefit, or tax treatment. The Member should consult the applicable plan administrator or qualified tax adviser.

9. Refunds

Membership and enrollment fees are non-refundable once charged, except where a refund is required by law or Phoenix expressly agrees otherwise in writing. Cancellation stops future renewal charges as described below; it does not create a prorated refund for the then-current paid billing period.

10. Term, Renewal, and Member Cancellation

This Agreement begins on the Effective Date and continues month-to-month. It automatically renews each month until terminated.

- The Member may cancel at any time by giving written notice through the secure patient portal, the Practice's designated cancellation process, or another written method accepted by Phoenix.
- To avoid the next recurring charge, cancellation notice must be received before the next scheduled billing charge is processed.
- Unless Phoenix states otherwise in writing, cancellation becomes effective at the end of the current paid membership period. No prorated refund is due for unused days in that period.
- If the Member later seeks to re-enroll, Phoenix may require a new enrollment process and then-current enrollment fee, subject to practice capacity.

11. Practice Termination

Phoenix may terminate the Agreement and the membership relationship consistent with applicable law and professional obligations. Except when a shorter period is permitted or necessary for safety, fraud, abuse, nonpayment, or other legally sufficient reason, Phoenix will ordinarily provide reasonable written notice and information to help the Member transition care.

- Reasons may include nonpayment, repeated misuse of services or communication channels, threatening or abusive conduct, fraud or material misrepresentation, repeated failure to follow essential safety requirements, loss of eligibility, practice closure/capacity changes, or breakdown of the therapeutic relationship that prevents safe and effective care.
- Phoenix will not terminate or discriminate against a Member for a reason prohibited by law.



- Termination of membership does not prevent the Member from requesting a copy or transfer of medical records as permitted by law.

12. Fee Changes and Agreement Updates

Phoenix may change membership fees or non-clinical membership terms prospectively. Phoenix will provide advance notice of a material fee change before it takes effect. If the Member does not agree to the change, the Member may cancel before the change becomes effective. Changes required by law or necessary for safety may take effect as permitted by law.

13. Medical Judgment; No Guarantee of Prescription or Outcome

- All testing, diagnosis, treatment, prescriptions, refills, referrals, and other clinical decisions remain subject to Dr. Hooks' independent medical judgment and applicable standards of care.
- Paying a membership fee does not entitle the Member to a specific medication, controlled substance, GLP-1 drug, antibiotic, diagnostic test, work note, referral, procedure, or treatment.
- Controlled substances and other higher-risk medications may require additional monitoring, in-person evaluation, agreements, testing, or referral. Phoenix may decline to prescribe when not medically appropriate.
- No medical outcome, weight change, symptom resolution, medication approval, insurance authorization, or treatment result is guaranteed.

14. Patient Responsibilities

- Provide complete and accurate medical, medication, allergy, pharmacy, insurance, contact, and emergency-contact information and promptly update material changes.
- Use emergency services when directed or when symptoms may represent an emergency.
- Attend or timely cancel appointments and comply with the Practice's scheduling and cancellation policies.
- Treat Phoenix clinicians, staff, contractors, and other patients respectfully and safely.
- Follow reasonable clinical monitoring requirements and obtain recommended outside evaluation when necessary.
- Maintain appropriate health insurance or other financial protection for care outside this membership. Phoenix strongly recommends major medical coverage.
- Keep payment information current and promptly address billing problems.

15. Adolescent Members and Household Memberships

- Adolescent DPC is currently intended for eligible patients age 12 or older in a participating adult household, subject to Phoenix acceptance and clinical appropriateness.
- A parent, legal guardian, or other person legally authorized to consent must sign required documents for a minor, except where Texas law permits the minor to consent independently.
- Confidentiality, proxy access, release of information, and parental access to adolescent records are governed by applicable law and Phoenix privacy policies; household enrollment does not give one household member automatic access to another Member's protected health information.
- Each household Member must complete separate clinical intake and any required consent or acknowledgment.



16. Privacy and Medical Records

Phoenix will maintain medical records and protect health information in accordance with applicable federal and Texas law and the Practice's Notice of Privacy Practices. This Agreement does not replace the Notice of Privacy Practices or any authorization required for disclosure of protected health information.

17. Medicare and Other Government Program Beneficiaries

Do not use this retail DPC Agreement for a Medicare beneficiary unless Phoenix has specifically confirmed that the payment arrangement is lawful for that patient and that all required Medicare documentation has been completed.

Medicare rules may require claims submission or, for an eligible physician who has properly opted out, a separate Medicare private contract. This Agreement does not replace any Medicare private contract, opt-out affidavit, advance beneficiary notice, or other federal requirement.

18. Separate Programs and Employer-Sponsored Enrollment

- Medical weight management, aesthetic services, hormone/metabolic programs, executive health offerings, and other Phoenix programs have separate pricing and terms unless expressly incorporated by a signed addendum.
- Employer-sponsored or organization-sponsored enrollment through Hint Connect or another benefits platform is not governed solely by this retail Agreement; separate employer/program terms, eligibility rules, and enrollment documentation may apply.

19. Practice Locations and Contact

Clinic Location	1400 North Coit Rd, Ste 140, McKinney, TX 75070 (or another Phoenix-designated clinical location)
Mailing Address	6800 Weiskopf Ave, Ste 150, #3329, McKinney, TX 75070
Phone / Email	1-888-362-0151 info@phoenixmedicalspa.org

20. General Contract Terms

- Governing law. Texas law governs this Agreement without regard to conflict-of-law principles.
- Entire agreement. This Agreement, together with signed addenda and incorporated practice policies specifically referenced here, states the parties' agreement regarding the retail DPC membership. It does not replace separate informed-consent forms, telemedicine consents, privacy notices, medication agreements, or payment authorizations.
- Severability. If a provision is held unenforceable, the remaining provisions remain effective to the extent permitted by law.
- No waiver. A delay or failure to enforce a provision does not waive future enforcement.
- Electronic signatures and records. The parties agree that electronic signatures and electronic records may be used to enter into this Agreement to the extent permitted by applicable law.
- No waiver of legal rights. Nothing in this Agreement waives any patient right or professional duty that cannot lawfully be waived.



Schedule A - Enrolled Members and Billing Summary

Complete this schedule for individual or household enrollment. Attach an additional page if needed.

Name	DOB	Adult / Adolescent	Monthly Fee	Effective Date

One-Time Enrollment Fee Charged: _____

Total Monthly Membership Fee: _____

Recurring Billing Date: _____

Acknowledgments

By signing, the Member/responsible party acknowledges and agrees that:

- ☐ I read this Agreement and had an opportunity to ask questions before signing.
- ☐ I understand that the membership is not health insurance and does not replace major medical coverage.
- ☐ I understand what is and is not included in the membership fee.
- ☐ I understand that Phoenix will not bill an insurer/HMO for direct patient care paid under this DPC Agreement.
- ☐ I understand that emergency care is not provided through the membership and that I must call 911 or seek emergency care for emergencies.
- ☐ I authorize recurring membership charges according to the separate payment authorization/enrollment process.
- ☐ I understand that medical weight management and aesthetic services are separate unless expressly added in writing.
- ☐ I understand that clinical decisions remain subject to independent medical judgment and that no prescription or treatment result is guaranteed.
- ☐ I consent to electronic records/signatures for this Agreement to the extent permitted by law.



Signatures

_____ Patient/Member Signature	_____ Date
_____ Printed Name	_____
_____ Parent/Guardian/Responsible Party Signature (if applicable)	_____ Date
_____ Printed Name / Relationship	_____
_____ Phoenix Medical Spa PLLC - Bertina M. Hooks, MD / Authorized Practice Representative	_____ Date

Version: 2026-09-19. This agreement should be reviewed and updated whenever membership pricing, included services, insurance participation, clinic operations, or applicable law changes.