

Santa Cruz Direct Primary Care Membership Contract

This Agreement is made between Jeannine M. Rodems, M.D., Inc., a California professional medical corporation, doing business as Santa Cruz Direct Primary Care (“the Practice”), and you (“you” or “Patient”). The Practice offers primary care services in exchange for certain fees paid by you on the terms and conditions described below.

PATIENT AGREEMENT

1. **Services.** As used in this Agreement, the term Services means primary care services and certain amenities (collectively “Services”) that are offered by the Practice.
 - a. Included Services.
 - i. Your membership includes well and sick care, basic preventative services, wellness exams and care as determined by the scope of primary care services. Your physician will make an appropriate determination about the scope of primary care services offered by the Practice on a case-by-case basis.
 - ii. The number of in-person and virtual visits you may receive is not limited by this Agreement.
 - iii. Some Services available in our office, such as cryotherapy, ECGs, and spirometry are available at no additional cost to you.
 - iv. Some Services, such as durable medical equipment, some vaccinations, and prescription medications, are available in our office and incur an additional fee.
 - v. Hospital services are not included in your membership fee but are available for an additional fee.
 - vi. The Practice reserves the right to modify the scope of Services offered at any time based on the professional judgment of the Practice’s Physicians.
 - b. Excluded Services. You may need the care of emergency rooms, laboratory testing, pathology studies, prescribed medications, radiologic imaging, specialist consultations or treatment, surgery, urgent care centers, or other healthcare services that are outside the scope of this Agreement. We highly recommend that you maintain health insurance, which may or may not cover the costs of these services. The Practice will attempt to endeavor to place orders for Excluded Services in a manner that is cost effective for you.
 - c. Controlled Substances. The Practice is committed to finding the safest, effective treatment of pain and to helping with transitioning your controlled substances and pain management medications to alternative, healthier modalities of care. Please see our Practice Policies and *Agreement for Controlled Substances*. If the Practice does prescribe this class of drugs for you, you will be asked to sign and honor our *Agreement for Controlled Substances*.

2. Consent to Treat. You acknowledge, consent, and hereby authorize the Practice to carry out your healthcare treatment. Treatment includes but is not limited to: the administration and performance of all treatments, the administration of any needed anesthetics, the administration and use of prescribed medications, the performance of such procedures as may be deemed necessary or advisable for treatment, including but not limited to diagnostic procedures, the taking and utilization of cultures, and of other medically-accepted laboratory tests, all of which in the judgment of the attending Physician or their assigned designees may be considered medically necessary or advisable.

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 and 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.

3. Scheduling.

- a. Availability. The Practice will make every effort to address your medical needs in a timely manner, but we cannot guarantee availability, and we cannot guarantee that you will not need to seek treatment in an urgent care or emergency department setting.
- b. Missed Appointments. If you need to cancel a scheduled appointment, the cancellation must be completed at least 12 hours prior to your appointment. If you do not arrive for an appointment, or are significantly late, you may be charged a \$25.00 fee. Exceptions to this policy may be granted at the Practice's discretion.

4. Fees. In exchange for Services, you agree to pay the Practice a) the Monthly Fee; b) the Enrollment Fee; and c) any additional Itemized Charges (collectively, the "Fees"). In order to remain financially viable, the Practice must, and does, reserve the right to change its fees at any time with 30 days' notice to you.

- a. Monthly Fee. Your Monthly Fee is identified in the chart attached to this Agreement. Your Monthly Fee is billed in arrears. Your monthly fee is payable by automatic debit from your bank or credit card account.
- b. Enrollment Fee. Your Enrollment Fee is **\$100**. The Enrollment Fee covers the initial administrative cost of your membership and is not related to the provision of Services. This fee is payable upon execution of this Agreement and is no longer refundable either five (5) business days after you sign it, or as soon as you receive Services, whichever occurs first.
- c. Itemized Charges. The fees for Itemized Charges change in response to our costs and we endeavor to make these services as affordable as possible. You will be made aware of the fees for Itemized Charges in advance of the services being performed. Payment for Itemized Charges is due at the time services are rendered.

5. Disclaimer of Non-Insurance. Fees paid are not health insurance. You acknowledge and understand that this Agreement is not a health insurance plan, and not a substitute for health insurance or other health plan coverage, and it does not meet any individual health plan mandates. Because this Agreement is not a health insurance plan, it is not subject to health insurance protections provided for by state law. This Agreement is solely for primary care services provided directly to you by the Practice. This Agreement does not cover hospital, specialist, or any services not directly provided by the Practice. It is highly recommended that you maintain health insurance for care you may need that is not part of our Services.

6. Non-Participation in Health Insurance. You acknowledge that neither the Practice, nor its Physicians participate in **any** public or private health insurance plans, including Medicare and Medi-Cal. Neither the Practice nor its Physicians make any representations regarding third party insurance reimbursement of Fees paid under this Agreement, and such reimbursement is not anticipated by this Agreement.

If your health plan is a managed care product like an HMO or an EPO, including Medicare Advantage Plans and our local Medi-Cal managed care plan, the plan generally will not cover ancillary services such as labs, imaging, and specialist referrals that the Practice orders. While we are happy to work with you, you understand that these plans often require re-evaluation and further workup through your assigned primary care physician in those plans.

7. Non-Participation in Medicare. You specifically acknowledge that pursuant to federal regulations, the Practice and its Physicians have elected the “opt out” status of Medicare participation. This means that Medicare 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. If you are eligible for Medicare, or during the term of this Agreement you become eligible for Medicare, then the Practice is required to obtain your understanding, memorialized by your signature, of our *Private Contract & Voluntary Advance Beneficiary Notice of Non-Covered Services* (“NCS Form”). If you are (or become) Medicare eligible and choose not to sign our NCS Form, your membership will be automatically terminated, and any unearned Monthly Fee will be refunded to you.

8. Termination. Both you and Practice shall have the absolute and unconditional right to terminate this Agreement, without cause.

- a. While we value your membership, you are under no obligation to continue receiving Services and you may terminate this Agreement by providing written notice to the Practice. However, if you later wish to re-enroll with the Practice, a Re-Enrollment Fee and a 9 month pause in re-enrollment may apply as described below.
- b. If you choose to terminate this Agreement, please provide your written notice at least 5 days before the end of your billing cycle. If you do not provide at least 5 days’ notice, then your membership will terminate on the last day of the next month following receipt of your notice of termination by the Practice, and Fees for the billing cycle will be due accordingly.
- c. Any unearned prepaid Monthly Fees will be returned to you within 30 days of termination of this Agreement.
- d. Notwithstanding any other provision of this Agreement, if your decision to terminate is based on a grievance with the Practice, you will give us an opportunity to make it right, prior to issuing your written notice of termination or taking other action.
- e. If the Practice elects to terminate this Agreement, the Practice will provide you with 30 days’ written notice, or any such other time necessary to transition your care to another provider, in accordance with the laws of the State of California.
- f. There are certain circumstances in which the Practice may choose to immediately terminate this Agreement. Such circumstances may include, but are not limited to:
 - i. If you miss two (2) consecutive payments of the Monthly Fee.
 - ii. Failure to pay Itemized Charges when they are due.
 - iii. Failure to sign our Controlled Substances Agreement, NCS Form, or other required documentation, as applicable.

- iv. You have performed an act that constitutes fraud.
- v. You fail to adhere to the recommended treatment plan, especially regarding the use of controlled substances.
- vi. You are disruptive, abusive, or present an emotional or physical danger to the wellbeing of the staff or other patients of Practice.
- vii. The Practice discontinues operation.

Re-Enrollment. If you choose to discontinue your membership you will be subject to a 9-month pause prior to re-enrollment. If you later wish to re-enroll, the Practice reserves the right to decline re-enrollment or require you to pay a re-enrollment fee of **\$250**.

9. Privacy & Communications.

- a. Your Privacy Rights. You acknowledge and hereby authorize the Practice to use and/or disclose your health information which specifically identifies you, or that can reasonably be used to identify you, to carry out your treatment, payment, and healthcare operations. The Practice will adhere to its obligations regarding your privacy rights as identified in the Practice's *Notice of Patient Privacy Practices*.
- b. Methods of Communication. You acknowledge that the Practice communications may include e-mail, 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 Private Health Information (PHI) on any of these Communication platforms, then you authorize the Practice to communicate with you regarding all PHI in the same format.

10. Miscellaneous.

- a. Amendment. No amendment or variation of the terms of this Agreement shall be valid unless in writing and mutually agreed to by both parties.
- b. Anti-Referral Laws. Nothing in this Agreement, nor any other written or oral agreement, nor any consideration in connection with this Agreement, contemplates, requires, or is intended to induce or influence the admission or referral of any patient to, or the generation of any business between, the parties or any other entity. This Agreement is not intended to influence any Provider's professional judgment in choosing the appropriate care and treatment of patients.
- c. Dispute Resolution. The parties shall endeavor to amicably resolve any disputes arising under this Agreement. If such internal resolution is not effective, each party agrees to participate in good faith mediation in order to resolve the dispute. If mediation is unsuccessful, each party agrees that final disposition of the dispute shall be resolved by binding arbitration and enforced by any court of competent jurisdiction. The provider of arbitration services shall be determined by the Practice. Notwithstanding anything to the contrary, small claims court actions brought by the Practice shall be exempt from the requirements of this provision.
- d. Governing Law. This Agreement shall be subject to and governed by the laws of California, 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.
- e. Grammar and Headings. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and singular and plural nouns shall include the

corresponding form. The captions and headings for each provision of this Agreement are included for convenience of reference only and shall not be deemed to modify, restrict, or enlarge any of the terms or provisions of this Agreement.

f. Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other oral or written agreements, representations, negotiations, and understandings.

g. Notices. Any notices or payments required or permitted to be given under this Agreement shall be deemed given when in writing, by electronic transmission, hand delivered, or delivered by traceable carrier with postage prepaid, to the other party at the designated addresses. All notices shall be deemed delivered as evidenced by verified date stamp.

h. Notice to Consumers. Medical doctors are licensed and regulated by the Medical Board of California available by telephone at (800) 633-2322 or online at www.mbc.ca.gov.

i. Remedies. All powers, remedies, and rights ("Remedies") granted to the Practice by any particular term of this Agreement are cumulative and in addition to, but not in limitation of, any Remedies that it has under any other term of this Agreement, at common law, in equity, by statute, or otherwise. All such Remedies may be exercised separately or concurrently, in such order and as often as may be deemed expedient by the Practice.

j. Severability. 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 the Practice is therefore required to refund all or any portion of the Fees paid by you, you agree to pay the Practice 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 the Practice area.

k. Valid Payment. You are required to keep a valid form of payment on file with the Practice at all times pursuant to the attached payment authorization form. If the form of payment provided expires or otherwise becomes invalid, you agree to promptly provide the Practice with updated payment information. You further agree to pay for any costs associated with invalid payments or payment information, including but not limited to insufficient funds or chargeback fees.

l. Waiver. 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.

PATIENT ACKNOWLEDGEMENTS

Please read each line carefully and initial to indicate your agreement with the statement.

You acknowledge that this Agreement is not a contract that provides health insurance. You further acknowledge that the Practice has advised you to maintain health insurance for coverage for all healthcare services not specifically provided for in this Agreement. You acknowledge that the Practice will not file or issue any claims for reimbursement on your behalf, including claims to Medi-Cal or Medicare. You acknowledge that the Practice and its Physicians have elected “opt out” status of Medicare participation.

- _____ You acknowledge that managed care plans like HMOs and EPOs generally do not authorize or pay for ancillary services or specialist referrals ordered by the Practice. This includes Kaiser and other managed care plans, including Medi-Cal and Medicare Advantage plans.

- _____ You acknowledge that you do not have an emergent medical problem at this time. In the event of a medical emergency, you agree to call 911 first.

- _____ 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 opted to use a digital copy.

- _____ With regards to dispensed medications, you acknowledge that you have a choice between obtaining the prescription from the dispensing Physician or obtaining the prescription at a pharmacy of your choice.

Your signature below means that you have read, understand, and agree to all of the terms contained in this Agreement. If you are enrolling other members, your signature means that you have the authority to act on their behalf and you are financially responsible for Services they receive under this Agreement.

Signature Date

Name of Enrolled Member	Date of Birth

MONTHLY FEE SCHEDULE

Age	Monthly Fee
Dependent under age 19*	\$30*
Age 20 - 44	\$69
Age 45 - 64	\$89
Age 65+	\$109
UCSC Enrolled Students**	\$69
Skilled /Assisted Facility Residents	\$160

* With the membership of at least one parent or legal guardian.

**UCSC enrolled students aged 17 - 20 may enroll without a parent membership for the 9-month school year, or annually if needed.