

Concierge Medical Agreement

Welcome to a new world of healthcare and wellness, we are glad to have you as a member of Peninsula Doctor. As part of your concierge medicine membership, we offer you a wide variety of services that are specifically tailored to your goals and values. This Agreement explains those services and how we will work together.

1. Services

- a. *In-person Office Visits.* If you choose to be seen in our office, we will generally have a same-day appointment available for you. We will always schedule sufficient time to thoroughly discuss your healthcare.
- b. *Virtual Care.* Your time is valuable, and so you may choose to receive your care virtually via telephone or text. We consider Virtual Care a vital part of your membership and we are swift to respond to your needs.
- c. *Out of Office Visits.* Occasionally, it may be most appropriate for you to receive care at your home or office. We will provide out of office visits as our schedule allows, subject to certain limitations.
- d. *Annual Exam.* Your health and longevity are best served by periodic oversight. Therefore, we will perform a comprehensive annual examination to monitor existing health conditions and recommend preventative treatments.
- e. *Wellness Program.* Your good health is about more than avoidance or management of illness; it is about developing optimal performance for your lifestyle. Our Wellness Program is included in your membership and promotes great sleep, physical fitness, and balanced mental health. Our Wellness Program also grants you 12 complimentary visits with our nutritionist.
- f. *Member Medical Kit.* As a member of Peninsula Doctor, we will provide you with a customized medical kit. This kit will contain a variety of medications that are intended solely for your use while under our care, so please do not share your medications.
- g. *In-Office Ancillary Services.* Your care may require in-office ancillary services such as certain laboratory tests or electrocardiography. Most ancillary services are included in your membership, but some, like specialty intravenous treatments, may have an additional fee.
- h. *Specialty Care Coordination.* If your care requires the services of medical specialists outside of our office, we will make every effort to source the appropriate referral for you and process the referral expediently. Once the specialist consultation is complete, we will continue to work with your specialists to coordinate care with our office. While hospitalist services are not a part of your membership, if you are admitted to the hospital, we will work diligently with your hospital providers to facilitate the best care available.

2. Exclusions

- a. *Excluded Services.* You may need the care of emergency rooms, outside laboratory testing, pathology studies, prescribed medications, radiologic imaging, specialist consultations or treatment, surgery, urgent care centers, specialty vaccinations, or other healthcare services that are outside the scope of this Agreement and are not included in the membership fee. We highly recommend that you maintain health insurance, which may or may not cover the costs of these services. We will endeavor to place orders for Excluded Services in a manner that is cost effective for you.
- b. *Controlled Substances.* It is not our policy to prescribe chronic controlled substances on your behalf, including commonly abused opioid medications, benzodiazepines, and other stimulants. If we do prescribe this class of pharmaceuticals for you, you will be asked to sign and honor our Controlled Substances Agreement.

3. *Consent to Treat.* You acknowledge, consent, and hereby authorize Peninsula Doctor and its providers 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 your 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.

4. *Fees.* Your membership is for one year and will automatically renew until you decide not to renew. Your annual fee is identified on the payment form and may be made in monthly, quarterly, semi-annual or annual installments. Installment payments are due no later than the last day of the month for which Services were provided. Late payments are not acceptable as they disrupt our coordination of care. Payments that are 30 days overdue will incur a \$100.00 reactivation fee.

In order to remain financially viable, Peninsula Doctor reserves the right to change its fees at any time with 30 days' notice to you. There is an 8% increase in membership fee every two years.

You may end your membership upon 30 days' written notice, and any remaining membership fee will be prorated and refunded to you if membership fees are paid upfront. If you choose to discontinue your membership and you later wish to re-enroll, we reserve the right to decline re-enrollment or require you to pay a re-enrollment fee that is equivalent to the months of absent payments while you were not enrolled as a member, not to exceed twelve (12) months.

You are required to keep a valid form of payment on file for electronic payments, and if the form of payment provided expires or otherwise becomes invalid, you agree to promptly provide updated payment information. In the event there are costs associated with invalid payment information, such charges will be applied to your account.

5. *Disclaimer of Non-Insurance.* This Agreement is not a health insurance plan, prepaid health plan, or substitute for healthcare coverage. As such, this Agreement is not subject to health insurance protections provided for by state law. This Agreement is solely for the described Services and it does not cover hospital, specialist, or any services not directly provided by our practice.

6. *Non-Participation in Health Insurance.* Neither practice, nor its physicians participate in any public or private health insurance plans, including Medicare. We do not make any representations regarding third party insurance reimbursement and such reimbursement is not anticipated by this Agreement. Pursuant to federal regulations, our physicians have elected “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 Practice is required to obtain your understanding, memorialized by your signature, of our Private Medicare Contract. If you are (or become) Medicare eligible and choose not to sign our Private Medicare Contract, your membership will be automatically terminated and any remaining Fee will be prorated and refunded to you.

7. *Cessation.* In certain circumstances, we may need to transfer your care to another provider. If this happens, we will provide you with 30 days’ notice prior to cessation of your membership. There are other circumstances for which we may choose to immediately terminate this Agreement. Such circumstances may include, but are not limited to:

- Failure to pay Fees and charges when they are due.
- Failure to sign our Controlled Substances Agreement, Private Medicare Contract, or other required documentation, as applicable.
- Failure to adhere to the recommended treatment plan.
- You are disruptive, abusive, or present an emotional or physical danger to the wellbeing of the staff or other patients of our practice.
- Practice discontinues operation.

8. Privacy & Communications

a. *Your Privacy Rights.* You acknowledge and hereby authorize Practice to use and/or disclose your health information that specifically identifies you, or that can reasonably be used to identify you, to carry out your treatment, payment, and healthcare operations. Practice will adhere to its obligations regarding your privacy rights as identified in Practice’s Patient Notice of Privacy Practices. Your signature on this Agreement means that 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.

b. *Methods of Communication.* You acknowledge that 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 PHI on any of these Communication platforms, then you authorize Practice to communicate with you regarding all protected health information in the same format.

Communications technology and platforms are wholly outside of our control. Therefore, Peninsula Doctor and our physicians shall not be liable to you, or anyone, for any cost,

damage, expense, injury, or other loss relating to Communications malfunction or a delay in response. We kindly ask that you limit after-hours, weekend, and holiday communication to urgent situations that cannot wait until the next day.

9. Miscellaneous

- a. *Dispute Resolution.* In the unlikely event that a dispute arises, we will work with you to resolve that dispute in good faith, which may require mediation. If we are unsuccessful, final disposition shall be resolved by binding arbitration and enforced by any court of competent jurisdiction. Peninsula Doctor will choose the provider of arbitration services. Notwithstanding anything to the contrary, small claims court actions brought by the practice shall be exempt from the requirements of this provision.
- b. *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.
- c. *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.
- d. *Other.* No amendment or variation of the terms of this Agreement shall be valid unless mutually agreed to in writing. This Agreement is personal to you and may not be assigned by you. It is possible that we will need to delegate certain duties under this Agreement and you consent to such delegation. If we elect to assign this Agreement we will provide you with notice as referenced herein. This Agreement constitutes the entire agreement between us and supersedes any and all other oral or written agreements, representations, negotiations, and understandings. 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 we are therefore required to refund all or any portion of the Fees paid by you, you agree to pay Peninsula Doctor 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 our practice area. Such accounting may be effectuated by offset, at our sole discretion. Any provisions of this Agreement creating obligations extending beyond the term hereof shall survive its expiration or termination. 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.

[PLEASE FILL & SIGN NEXT PAGE]

MEMBER NAME FIRST & LAST	DATE OF BIRTH
ADDRESS	
TELEPHONE	EMAIL
EMERGENCY CONTACT FIRST NAME & LAST NAME	EMERGENCY CONTACT PHONE NUMBER

Pharmacy Information

NAME	
PHONE NUMBER	ADDRESS

ADDITIONAL ENROLLED MEMBERS [FULL NAME]	DATE OF BIRTH

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