

# PORTOLA DIRECT PRIMARY CARE

## Patient Agreement

This Agreement is made between Portola Direct Primary Care, a California Professional Medical Corporation ("Practice"), and You ("You" or "Patient"). Practice offers primary care in exchange for certain fees paid by You according to the terms and conditions described below.

### AGREEMENT

**Patient.** As used in this Agreement, the term Patient means a person or persons for whom Practice will provide Services. Practice reserves the right to accept or decline patients based upon our capability to appropriately manage the primary care needs of our patients.

**Membership.** Patient hereby agrees to enroll as a member in the Practice's direct primary care membership program ("Membership Program"). By being a member of the program, Patient shall be eligible to receive certain primary medical services described on Exhibit A ("Covered Services"), attached hereto and made a part hereof, and shall be subject to the conditions and limitations described therein. Membership in the Practice's Membership Program includes only the Covered Services specifically described in Exhibit A. The Practice may add or discontinue Covered Services at any time, as it may choose in its sole discretion. The Practice shall provide at least sixty (60) days' advance written notice upon any change to the Covered Services listed in Exhibit A.

**Fees.** In exchange for Services, You agree to pay Practice a) the Monthly Fee; b) the Enrollment Fee; and c) any additional Itemized Charges (collectively "Fees").

- Monthly Fee. Your Monthly Fee is based on your age and identified in the chart below. This fee is for primary care provided by Practice in the month for which the fee was received. Your monthly fee is due no later than the last day of the month and is payable by automatic debit from your bank or credit card account.

<b>Age</b>	18 and above	Dependent 0-17*
<b>Monthly Fee</b>	\$100	\$25

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

- Enrollment Fee. Your Enrollment Fee is \$100 per individual. If you are enrolling your immediate family, your Enrollment Fee is capped at \$200.

This 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.

- Itemized Charges. Some services, not listed under Covered Services, are offered by the Practice for an additional fee (“Itemized Charges”). The fee for Itemized Charges changes 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 these services in advance of the services being performed. Payment for these services is due at the time services are rendered.
- Changes to Fee Schedule. The Practice may amend the Fee Schedule at any time, as it may determine in its sole discretion, upon providing Patient at least sixty (60) days advance written notice.

**Consent to Treat.** You acknowledge and hereby authorize Practice to use and/or disclose Your health information which specifically identifies You, or which can reasonably be used to identify You, to carry out Your treatment, payment and healthcare operations. 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 medication, the performance of such procedures as may be deemed necessary or advisable in the treatment of the member, 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.

**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, such as participation in a Health Management Organization (“HMO”). This Agreement is solely for primary care services provided directly to You by Practice. This Agreement does not cover hospital, specialist, or any services not directly provided by Practice. It is highly recommended that You maintain health insurance for care you may need that is not part of our Services.

**Non-Participation in Health Insurance.** You acknowledge that neither Practice, nor the Physician(s) participate in any public or private health insurance or HMO plans, including Medicare and Medi-Cal (California’s Medicaid program). Neither Practice nor its Physician(s) make any representations regarding third party insurance reimbursement of fees paid under this Agreement, and such reimbursement is not anticipated by this Agreement.

**Term.** This Agreement will commence on the date it is signed by the parties and shall have an initial term of one (1) month. Upon the expiration of the initial term this Agreement shall automatically renew for successive monthly terms upon the payment of the Monthly Fee, until the Agreement is terminated pursuant to the terms in the following Section.

**Termination.** Both You and Practice shall have the absolute and unconditional right to terminate the Agreement, without cause.

You are under no obligation to continue receiving Services and You may terminate this Agreement, in writing, at any time. If you terminate your membership before the end of the month, Your bill will be prorated based upon the number of days membership was provided to You, plus any additional Itemized Charges incurred.

If Practice elects to terminate this Agreement, Practice will provide You thirty (30) days written notice, or any such other time necessary to transition Your care to another provider.

Practice has a right to determine whom to accept as a patient, just as You have the right to choose Your physician. There are certain circumstances in which we may choose to terminate this Agreement. Such circumstances may include, but are not limited to the following:

- You fail to pay fees and charges when they are due.

- You fail to sign our ABN, as applicable.

- You have performed an act that constitutes fraud.

- You fail to adhere to the recommended treatment plan, especially regarding the use of controlled substances.

- You are disruptive, abusive, or present an emotional or physical danger to the staff or other patients of Practice.

- Practice discontinues operation.

**Re-Enrollment.** If You choose to discontinue Your membership and You later wish to re-enroll, Practice reserves 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 with Practice, not to exceed twelve (12) months.

## **Privacy & Communications.**

**Limited Disclosure.** Practice will not disclose your Protected Health Information ("PHI") for reasons unrelated to the delivery of Services, or the provision of other health care services on Your behalf.

**Your Privacy Rights.** Practice will adhere to its obligations regarding your privacy rights as identified in Practice's Patient Notice of Privacy Practices.

**Methods of Communication.** You acknowledge that Practice communications may include e-mail,

facsimile, video chat, instant messaging, and cell phone, and such 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 PHI in the same format.

### **Miscellaneous.**

Amendment. No amendment or variation of the terms of this Agreement shall be valid unless in writing and signed by both Parties.

Assignment. This Agreement, and any rights You may have under it, are not assignable or transferable by You.

Authorization for Agreement. The execution and performance of this Agreement by Practice and You have been duly authorized by all necessary laws, resolutions, and corporate or partnership action, and this Agreement constitutes the valid and enforceable obligations of the parties in accordance with its terms.

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

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. All disputes arising out of this Agreement shall be settled by binding arbitration. The provider of arbitration services shall be made solely at Practice's discretion and costs of arbitration shall be borne equally by the parties.

No Waiver. No waiver of a breach of any provision of this Agreement will be construed to be a waiver of this Agreement, 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.

Non-Discrimination. Under no circumstances will Practice discriminate against You, or terminate this Agreement, on the basis of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, immigration status, or any other protected status.

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 with proof of deposit in the United States mail. All notices shall be deemed delivered on the date of actual delivery, as evidenced by the return receipt or courier record, or by verified digital date stamp in the case of electronic transmission.

Severability. If any provision of this Agreement shall be deemed, by a court of competent jurisdiction, to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the Agreement shall not be affected, and the offending provision shall be deemed modified to the minimum affected, and the offending provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.

IN WITNESS WHEREOF, the Parties hereto or their duly authorized representatives have executed this Agreement as of the Effective Date first written below.

Printed Name of Patient: \_\_\_\_\_

Signature of Patient/Parent/Legal Guardian: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Name of Additional Family Member(s) and Date of Birth

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PATIENT ACKNOWLEDGEMENTS**

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

You acknowledge that Practice has advised You to maintain health insurance for coverage of all Services not specifically provided for in this Agreement and You further acknowledge that this agreement is not a contract that provides health insurance. \_\_\_\_\_

You acknowledge that You do not expect Practice to file or issue any third party insurance claims on Your behalf. \_\_\_\_\_

You acknowledge that Practice and its Physician(s) have elected "opt out" status of Medicare participation. \_\_\_\_\_

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 acknowledge that You do not expect Practice to prescribe chronic controlled substances on Your behalf. You understand that this includes commonly abused opioid medications, benzodiazepines, and other stimulants. \_\_\_\_\_

## EXHIBIT A

### Services

**Services.** As used in this Agreement, the term Services means primary care services and certain amenities (collectively “Services”), which are offered by Practice.

#### **Included Services.**

Your membership includes primary care ( including well and sick care).

Some services, such as EKGs and Point-Of-care testing, are available at no additional cost to you.

Some services, such as minor surgery, are available and incur an additional fee (“Itemized Charges”) for supply and medication costs.

Some discount medications may be available for purchase or order at additional cost.

**Volume of Services.** The number of in-person and virtual visits you may receive is limited to 365 encounters per year by this Agreement.

**Availability.** 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.

#### **Excluded Services.**

**Secondary and Tertiary Care.** The care that you may receive from a specialist, urgent care center, hospitals and emergency rooms are outside the scope of this Agreement.

**Ancillary Services.** Ancillary Services including laboratory testing, radiologic testing, pathology studies, surgery and specialist consultations, and dispensed medications, including but not limited to vaccinations are not included.

**Well child visits and Immunizations.** Routine well child visits and immunizations are not included.

**Controlled Substances.** It is not the policy of Practice to prescribe chronic controlled substances on Your behalf, including commonly abused opioid medications, benzodiazepines, and other stimulants.