

Renew Family Medicine Member Agreement

Introduction

This Agreement is entered into by and between Renew Family Medicine, LLC (“Renew Family Medicine” or “RFM”), an Oregon Limited Liability Company, and the undersigned patient (“Member”). RFM is a Direct Primary Care (DPC) medical practice that provides family medicine care at 1975 NW 167th Pl, Suite 100-46 in Beaverton, Oregon, and also provides care via electronic communication and home visits. In exchange for the fees set out in this Agreement, RFM agrees to provide Member the services set forth below. This agreement is entered by mutual voluntary consent.

A. Term, Cancellation, Renewal

1. ARRANGEMENT. Member understands that by signing below, Member agrees to become a patient of RFM, which will provide a limited set of medical services in exchange for a monthly or annual fee (see “Services and Membership Fees,” below) for the duration of the Agreement. There will be a non-refundable registration fee for every new membership starting on or after June 1st, 2023.

2. TERM. The term of this Agreement shall be for a minimum of three months, and Member understands that 3 months’ non-refundable membership fees are due upon registration. Membership will automatically renew monthly starting on the 4th month, unless either party terminates the agreement. A member who chooses to pay for a yearly membership will pay for 11 months and receive the 12th month at no additional charge.

3. TERMINATION/CANCELLATION. Member acknowledges that RFM and Member each have an absolute and unconditional right to terminate this Agreement at any time and for any reason, upon giving 30 days prior written notice to the other party. There are no cancellation fees. Upon termination, both parties shall be released of all obligations under this agreement. In the event that either party terminates this agreement, Member shall remain responsible for any past membership or service fees owed. A refund will be provided for remaining months in the annual membership.

4. RENEWAL. This type of practice depends on membership fees to cover practice costs and staff and physician salaries. If Member cancels and wishes to re-join, the Member will be charged another registration fee and a new Membership Agreement shall be executed and Member shall be subject to any applicable increase in membership fees. This new term will require a 6 month commitment. Repeat cancellations and renewals are discouraged.

B. Services and Membership Fees

5. SCOPE. Member understands that RFM physicians will provide a limited set of services which are generally within the scope of the practice of family medicine. Member acknowledges that RFM’s ability to provide care may be limited by training, experience, equipment and supplies and other unforeseen circumstances.

6. ALTERNATE PROVIDERS. Member understands that individual physicians may be unavailable at times due to patient care, personal illness, injury, emergencies, or other obligations. RFM will make reasonable attempts to provide alternative coverage in the event of a physician's absence. RFM may use nurses, medical assistants and other staff to assist in providing care. All such personnel will be bound by this Membership Agreement.

7. COVERED SERVICES. In exchange for the monthly fee described below, Members shall receive the following services:

- All office visits
- Well-child checks
- Annual wellness exams
- Immediate care (acute or sick) visits
- School/sports/camp physicals
- Routine gynecological care (separate lab fee applies for pap smears sent to lab)
- Chronic disease management
- Medical advice and counseling
- Prescribing of medications to treat conditions within the Physician's scope/training (but not including the medication itself)
- In-office tests
 - EKGs, rapid strep, fingerstick glucose, pulse oximetry, point-of-care urinalysis, fecal occult blood, and urine pregnancy tests
- Communication
 - phone, e-mail, messaging
- Laceration repair
- Skin tag/mole removal (separate lab fee applies for skin biopsies sent to pathology)
- Abscess incision and drainage
- Foreign body removal (e.g. from skin, ear, etc.)
- Basic wound care
- Vaccine administration (cost of vaccine is not included in membership fee)
- Osteopathic manipulative treatment (Three OMT treatments included per year, additional treatments are \$50 per visit)

All services, tests and procedures shall be performed when reasonable and necessary per Physician's sole discretion. Additional fees apply for other goods and services, but every effort is made to keep those fees to a minimum.

8. NON-COVERED SERVICES. The following NON-EXHAUSTIVE list of services ARE NOT covered by the monthly fee:

- Imaging: X-rays, CT scans, ultrasounds, MRI,
- Interventional radiology (e.g. X-ray fluoroscopy/Ultrasound/CT guided biopsies or injections)
- Prescription medications
- Outside office lab testing, even if samples are drawn in the office

Renew Family Medicine Member Agreement

- Any surgery or procedure not performed in this office (e.g. in a hospital, or another physician's office)
- Cost of Immunizations (vaccine administration is free of charge)
- Visits with specialists
- Hospital stays
- Rehab and support services (stays at long term care facilities, physical therapy, etc)
- Obstetrical care and delivery;
- Durable medical equipment and supplies (e.g. crutches, wheelchairs, walking boots, casts, etc.)
- Cost of injectable medications (injection procedure is free of charge)

9. COSTS OUTSIDE OF THE SCOPE OF AGREEMENT. Member may be entitled to some of the above non-covered services at a reduced fee. All pricing is transparent, and costs will be made clear prior to providing any non-covered good or service.

10. NOT A HEALTH INSURANCE SUBSTITUTE. Member recognizes that this Agreement and the membership described herein IS NOT health insurance or a substitute for health insurance, and this Agreement is not intended to replace any existing or future health insurance or health plan coverage that Member may carry. Member recognizes that this Agreement will not cover hospital services, or any services not personally provided by Renew Family Medicine. Member acknowledges that RFM recommends (but does not require) that individuals maintain health insurance to mitigate the risks of medical emergencies, injuries and acute and chronic illnesses and diseases.

11. NO FEDERAL FUNDS OR INSURANCE. Member acknowledges that neither Renew Family Medicine, nor the Physician, participate in any commercial health insurance or HMO plans or panels and will not bill Medicaid, or any commercial insurance for services rendered under this Agreement. Member understands that there is no guarantee that Member will be reimbursed for RFM's services by any other entity (e.g. health insurance, FSA or HSA, etc.). The Member shall retain full and complete responsibility for any such determination.

12. NOT MEDICAID ELIGIBLE. Member hereby certifies that Member is not covered by Medicaid, and that Member will immediately notify RFM and Dr. Nguyen if Member becomes eligible for, or covered by, Medicaid.

13. DEFAULT. Member acknowledges that this Agreement requires the ongoing payment of a monthly membership fee. Membership is dependent on timely payment of membership fees. Fees 60 days past-due will be cause for termination of membership and services.

14. CHANGES IN FEES. The membership fee may be changed by RFM with 90 days prior notice. As always, the Member may cancel at any time if the fee is unacceptable or they are dissatisfied for any reason. Membership fees up until the date of cancellation are non-refundable.

The membership fee schedule:

<u>Membership Category</u>	<u>Monthly Fee</u>
Children	\$35*
Adults 18 and older	\$85
Families	\$225**
College Students with valid school ID	\$35

* requires 1 adult membership (e.g. parent, grandparent, or guardian)

** two parents and two children; additional children within a family are \$25/month

15. OFFICE APPOINTMENTS. The RFM office is located at 1975 NW 167th Pl, Suite 100-46, Beaverton, Oregon 97006. Office hours will typically be 9:30am-3:30pm, Monday-Wednesday. Thursdays are reserved for telemedicine and home visits. If there are urgent needs outside of typical hours that require an office visit, this may be arranged upon discussion with Dr. Nguyen. Visits are by appointment only, but a brief phone call or text can secure a timely appointment.

16. RESPONDING TO MEMBER. Phone calls to RFM will be answered by a live person whenever possible. If not, calls will be promptly returned by our physician, typically within the same business day, except in case of emergencies or unavoidable circumstances. E-mails from Member will typically receive a response within one business day, though often much sooner. If Member does not receive a timely response to e-mail, the member should make a phone call or use another means of communication.

17. COMMUNICATIONS, PRIVACY. At RFM, we respect and value your privacy. RFM makes every reasonable effort to keep your information secure, within the bounds of applicable laws. Communication by phone, e-mail, text messaging and via other methods offers great convenience and portability. Member acknowledges that communications with the Physician using e-mail, facsimile (fax), video chat, messaging, and phone are not guaranteed to be secure or confidential methods of communications; even with precautions, these communications have some risk of loss of privacy.

As such, Member expressly waives the Physician's obligation to guarantee confidentiality with respect to correspondence using such means of communication. Member acknowledges that all such communications may become a part of your medical records.

Member acknowledges that Member has read and understood RFM's Notice of Privacy Practices, and that Member may access it at any time on RFM's website.

Renew Family Medicine Member Agreement

By providing Member's email address, Member authorizes Renew Family Medicine and its physicians to communicate with Member by email regarding Member's "protected health information" (PHI). Member acknowledges that:

- (a) Email is not a secure medium for sending or receiving PHI and there is always a possibility that a third party may gain access;
- (b) Although the Physician will make all reasonable efforts to keep email communications confidential and secure, neither Renew Family Medicine, nor the Physician, can ensure or guarantee the absolute confidentiality of email communications;
- (c) Email communications may be made a part of Member's permanent medical record;
- (d) Member understands and agrees that email and other electronic forms of communication are not appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information. **In the event of an emergency, or a situation which could be reasonably expected to develop into an Emergency, the Member shall call 911 or seek care at the nearest Emergency room and follow the directions of the emergency personnel.**

If the Member does not receive a response to an email message within one day, Member agrees to use another means of communication to contact the Physician. Neither Renew Family Medicine nor the Physician will be liable to Member for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Member as a result of technical failures, including, but not limited to technical failures attributable to any internet service provider, power outages, failures of any electronic message software, or failure to properly address email messages, failure of the Member's computers or computer network, or faulty telephone or cable data transmission, any interception of email communications by a third party, or Member's failure to comply with the guidelines regarding use of email communications set forth in this paragraph.

18. HOLD HARMLESS. Member agrees not to hold RFM liable for any loss, injury, damages or expenses beyond RFM's control related to technical failure of the RFM website, email, or other electronic services, including but not limited to: power outages, faulty cellular, cable, or Wi-Fi service, failure due to internet service provider-caused outages, failure to properly address e-mail messages, interception of communications by a 3rd party, or Member's failure to follow RFM's recommendations regarding electronic communications in this agreement.

19. CHANGE OF LAW. If there is a change of any law, regulation or rule, federal, state, or local, which affects the Agreement, or the activities of either party under the Agreement, or any change in judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights, obligations, or operations associated with this Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Agreement. If the parties are unable to reach an agreement concerning the modification of the Agreement within forty-five days after the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.

20. REIMBURSEMENT FOR SERVICES RENDERED. If this Agreement is held to be invalid for any reason, and if Renew Family Medicine is therefore required to refund all or any

portion of the monthly fees paid by Patient, Patient agrees to pay Renew Family Medicine an amount equal to the reasonable value of Services actually rendered to Patient during the period of time for which the refunded fees were paid.

21. DISPUTE RESOLUTION. In case of any dispute arising under this agreement which cannot be settled by reasonable discussion, the parties agree that they will take the following steps to resolve the dispute:

- (a) Mediation. Before commencing any arbitration proceeding, the parties will first engage the services of a professional mediator agreed upon by the parties and attempt in good faith to resolve the dispute through confidential, nonbinding mediation. Either party may request mediation by written notice to the other party. Each party shall bear its own expenses and attorney fees related to the mediation and one half of mediation's fees and expenses.
- (b) Arbitration. If the parties cannot agree on a mediator within 30 days of a request for mediation, or if the parties are unable to reach consensual agreement through mediation, then any dispute shall be submitted to arbitration in Washington County, Oregon. Arbitration shall be conducted in accordance with the then-effective arbitration rules of Arbitration Service of Portland, Inc., unless the parties by agreement adopt other rules of procedure. Any judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction. Each party shall bear its own expenses and attorney fees related to the arbitration and one half of the arbitrator's fees and expenses.

22. NOTICE. All notices required by this agreement will be in writing and will be sent and deemed given as follows: two days after deposit in United States mail, postage prepaid, registered or certified mail addressed to the physical mailing address of the party in file; upon receipt when personally delivered; one day after being sent by recognized overnight courier service; on the date transmitted by facsimile with electronic confirmation of delivery; the date sent by email to the last email address from which the sender received email from the recipient. Any party may designate different addresses or a different person to receive all future notices by notice given in accordance with this paragraph.

23. MODIFICATION. No modification of this agreement will be valid unless it is in writing and is signed by all of the parties.

24. INTEGRATION. This agreement is the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this agreement. This agreement will supersede all prior communications, representations, and agreements, oral or written, of the parties.

25. INTERPRETATION. The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs themselves. This agreement will not be construed against the drafting party.

26. SEVERABILITY. The invalidity of any term or provision of this agreement will not affect the validity of any other provision.

Renew Family Medicine Member Agreement

27. WAIVER. Waiver by any party of strict performance of any provision of this agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

28. BINDING EFFECT. Subject to restrictions in this agreement upon assignment, if any, this agreement will be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

29. GOVERNING LAW. This agreement is intended to be interpreted and enforced according to the laws of the state of Oregon.

30. FACSIMILE OR EMAIL. For purposes of this agreement, transmission by facsimile or electronic mail of any signed original document, and retransmission of any signed facsimile transmission or electronic mail, is deemed the same as delivery of an original.

31. COUNTERPARTS. This agreement may be executed in multiple counterparts, each of which will constitute one agreement, even though all parties do not sign the same counterpart.

By signing this form, I am acknowledging that I have received a copy of the entire agreement. All of my questions have been answered and I understand the terms as outlined in the agreement. I will pay the membership fee as agreed upon on the fee schedule which is based on my age.

Patient/Member:

Signed: _____

Printed: _____

Date: _____

Physician:

Signed: _____

Printed: Van Anh Nguyen, DO

Date: _____