



reena r. patel md, inc

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## MEMBERSHIP AGREEMENT DIRECT PRIMARY CARE

This is an Agreement between REENA R PATEL MD INC (“**Medical Practice**”), a California professional corporation, located at 1730 Huntington Dr., Ste 203, South Pasadena, CA, 91030, Reena R. Patel, MD (“**Physician**”) in her capacity as an agent of REENA R PATEL MD INC and you, (“**Patient**”).

### **BACKGROUND**

The Physician, who specializes in Family Medicine, delivers care on behalf of the Medical Practice, at the address set forth above. In exchange for certain fees paid by Patient, the Medical Practice, agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

### **DEFINITIONS**

1. **Patient.** A patient is defined as those persons for whom the Physician(s) shall provide Services, and who are signatories to, or listed on the documents attached as Appendix 1, and incorporated by reference, to this Agreement.
2. **Services.** As used in this Agreement, the term Services, shall mean a package of services, both medical and non-medical, and certain amenities (collectively “Services”), which are offered by the Medical Practice, and set forth in Appendix 1.
3. **Consent to Treat.** Patient acknowledges and hereby authorizes the Medical Practice to use and/or disclose Patient’s health information, which specifically identifies the Patient, or which can reasonably be used to identify the Patient, to carry out Patient’s treatment, payment and healthcare operations. Treatment includes but not limited to services listed in Appendix 1.
4. **Terms.** This Agreement shall commence on the date signed by the parties below and shall continue for a period of one month automatically renewed. 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 this Agreement.
5. **Fees.** In exchange for the services described herein, Patient agrees to pay the Medical Practice, the amount as set forth in Appendix 1, attached. This fee is payable upon execution of this Agreement, and is in payment for the services provided to Patient during the term of this Agreement. If this Agreement is cancelled by either party before the Agreement termination date, then the Patient shall pay for any utilized services at the full non-member rates minus what was already charged. See (14). Exception: all registration fees are paid in full and are non-refundable.
6. **Non-Participation in Insurance.** Patient acknowledges that neither the Medical Practice, nor the Physician, participates in any health insurance or HMO plans or panels with exception of Medicare at this time. Neither of the above makes any representations whatsoever that any fees paid under this Agreement are covered by Patient’s health insurance or other third-party payment plans applicable to the Patient. The Patient shall retain full and complete responsibility for any such determination. Patient must never submit to Medicare or Health Insurance Plan a request for reimbursement for the Medical Practice annual fee. The delivery of any services listed in Appendix 1 may potentially occur incidentally and all medical services covered by Medicare shall be billed to Medicare.
7. **Insurance or Other Medical Coverage.** Patient acknowledges and understands that this Membership Agreement is not an insurance plan, and not a substitute for health insurance or other health plan coverage. It will not cover hospital services, or any services not personally provided by the Medical Practice. Patient hereby understands and acknowledges that Patient shall obtain or keep in full force such health insurance policy or plan that will cover Patient for general healthcare costs. Patient acknowledges that this Agreement is not a contract that provides health insurance, and this Agreement is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry.
8. **Term; Termination.** This Agreement will commence on the date first written below and will extend monthly thereafter.

Notwithstanding the above, both Patient and the Medical Practice shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination, upon giving 30 days prior written notice to the other party. Unless previously terminated as set forth above, at expiration of the initial one-month term (and each succeeding monthly terms), the Agreement will automatically renew for successive monthly upon the payment of the monthly fee at the end of the contract month/year. \*See Cancellation Policy

9. **Communications.** Limited Disclosure. Medical Practice will not disclose your Protected Health Information (“PHI”) for reasons unrelated to the delivery of Services, or the provision of other healthcare services on your behalf.
10. **Your Privacy Rights.** Medical Practice will adhere to its obligations regarding your privacy rights as identified in Practice’s Patient Notice of Privacy Practices, a copy found on website: [www.ReenaMD.com](http://www.ReenaMD.com).
11. **Methods of Communication.** Patient acknowledges that communications with the Physician using e-mail, cell phone, telemedicine, facetime, instant messaging, video chat, etc. are not guaranteed to be secure or confidential methods of communications. As such, Patient expressly waives the Physician’s obligation to guarantee confidentiality with respect to correspondence using such means of communication. Patient acknowledges that all such communications may become a part of Patient’s medical records. By providing Patient’s email address on the attached Appendix 1, Patient authorizes the Medical Practice to Communicate with Patient by e-mail regarding Patient’s “protected health information” (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations) by inserting Patient’s e-mail address in Exhibit 1., Patient acknowledges that:
  - (a) E-mail is not necessarily a secure medium of 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 e-mail communications confidential and secure, neither the Medical Practice, nor the Physician can assure or guarantee the absolute confidentiality of e-mail communications;
  - (c) In the discretion of the Physician, e-mail communications may be made a part of Patient’s permanent medical record; and,
  - (d) Patient understands and agrees that e-mail is not an 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 in which the member could reasonably expect to develop into an emergency, Patient shall call 911 or go to the nearest Emergency room, and follow the directions of emergency personnel.**

If Patient does not receive a response to an e-mail message within 48 hours, Patient agrees to use another means of communication to contact the Physician. Neither the Medical Practice, nor the Physician will be liable to Patient for any loss, cost, injury or expense caused by, or resulting from, a delay in responding to Patient as a result of technical failures, including, but not limited to, (i) technical failures attributable to any internet service provider, (ii) power outages, failure of any electronic messaging software, or failure to properly address e-mail messages, (iii) failure of the Practice’s computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of e-mail communications by a third party; or (v) Patient’s failure to comply with the guidelines regarding use of e-mail communications set forth in this paragraph.

12. **Change of Law.** If there is a change of any law, regulation or rule, federal, state, or local, which affects the Agreement included in these Terms & Conditions, which are incorporated by reference in the Agreement, or the activities of each party under the Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have substantial adverse effect on that party’s rights, obligations or operations associated with the 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 including these Terms & Conditions. If the parties are unable to reach an agreement concerning the modification of the Agreement within forty-five days after the date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.
13. **Severability.** If for any reason 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 that 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.
14. **Reimbursement for Services Rendered.** If this Agreement is held to be invalid for any reason, and if the Medical Practice is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay Medical Practice the amount equal to the reasonable value of the Services actually rendered to Patient during the period of time for which the refunded fees were paid.

15. **Amendment.** No amendment of this Agreement shall be binding on a party unless it is made in writing and signed or e-signed by all the parties. Notwithstanding the foregoing, the Physician may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation (“Applicable Law”) by sending Patient 30-days advance written notice of any such change. Any such changes are incorporated by reference into this Agreement without the need for signature by the parties and are effective as of the date established by the Medical Practice, except that Patient shall initial any such change at Medical Practices’ request. Moreover, if Applicable Law requires this Agreement to contain provisions that are not expressly set forth in this Agreement, then, to the extent necessary, such provisions shall be incorporated by reference into this Agreement and shall be deemed a part of this Agreement as though they have been expressly set forth in this Agreement.
16. **Assignment.** This Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient.
17. **Relationship of Parties.** Patient and the Physician intend and agree that the Physician, in performing her duties under this Agreement, is an independent contractor, as defined by the guidelines promulgated by the United States Internal Revenue Service and/or the United States Department of Labor, and the Physician shall have exclusive control of this work and the manner in which it is performed.
18. **Legal Significance.** Patient acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Patient also acknowledges having had a reasonable time to seek legal advice regarding the Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of the Agreement.
19. **Miscellaneous.** This Agreement shall be constructed without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. Captions in this Agreement are used for convenience only and shall not limit, broaden or qualify the text.
20. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter of this Agreement.
21. **Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of California and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Medical Practice address in South Pasadena, California.
22. **Service.** All written notices are deemed served if sent to the address of the party written or documented in the EMR by first class U.S. mail.

[NO FURTHER TEXT ON THIS PAGE]

## Appendix 1

### Services and Payment Terms

1. **Medical Services.** As used in this Agreement, the term Medical Services shall mean those services that the Physician, herself is permitted to perform under the laws of the State of California and that are consistent with her training and experience as a Family Medicine physician, as the case may be. Patient shall also be entitled to an annual in-depth “wellness examination and evaluation,” which shall be performed by the Physician, and include the following:

- Health Risk Assessment
- Psychosocial Screening
- Vision and Hearing Screening\*
- EKG\*
- Peak Flow Testing\*
- Comprehensive Lab Screening\*\*
  - \*If deemed medically necessary
  - \*\*at cost + 10%

The Physician may from time to time, due to vacation, sick days, and other similar situations, not be available to provide the services referred to above in this paragraph 1. During such times, Patient’s calls to the Physician, or to the Physician’s office, will be directed to a physician who is “covering” for the Physician during her absence. The Medical Practice will make every effort to arrange for coverage but cannot guarantee such coverage.

2. **Non-Medical Services.** The Medical Practice shall also provide Patient with the following non-medical services:

- (a) **Access to Physician.** Patient shall have access to the Physician via phone, email, telemedicine\*\*, instant messaging\*\*. Access to Physician shall follow current Practice policies. The Physician will be available to Patient for urgent matters after hours and weekend. For emergent matters, call 911 or go to the ER. During the Physician’s absence for vacations, continuing medical education, illness, emergencies, or days off, the Medical Practice will provide the services of an appropriate licensed healthcare provider for assistance in obtaining medical services. Patient shall be given instructions as to how to contact such healthcare provider. Such provider will do her best to be available to the Patient to the same extent as would the Physician. \*\*Pending HIPAA compliant accessibility and Physician preference.
- (b) **E-mail Access.** Patient shall be given the Physician’s e-mail address to which non-urgent communications can be addressed. Such communications shall be dealt with the Physician or staff member of the Practice in a timely manner but please allow at least 48-72 hours for a response. **Patient understands and agrees that e-mail and the internet should never be used to access medical care in the event of an emergency, or any situation that Patient could reasonably expect may develop into an emergency.** Patient agrees that in such situations, when a Patient cannot speak to Physician immediately in person or by telephone, that Patient shall call 911 or the nearest emergency medical assistance provider and follow the directions of emergency medical personnel.
- (c) **No Wait or Minimal Wait Appointments.** Every effort shall be made to assure that Patient is seen by the Physician immediately upon arriving for a scheduled office visit or after only a minimal wait.
- (d) **Same Day/Next Day Appointments.** Every effort shall be made to assure that Patient is evaluated and treated by the Physician as soon as possible. If the Patient requires an in person visit, the Physician will make every effort to see the patient for a same day, if not, same week appointment.
- (e) **Visitors.** Family members temporarily visiting a Patient from out of town may, for a two-week period, take advantage of the services described in subparagraphs (a), (c), and (d) of this paragraph. Medical services rendered to Patient’s visitors shall be charged on a fee-for-service basis.
- (f) **Specialists.** MEDICAL PRACTICE Physician shall coordinate with medical specialists to whom Patient is referred in order to assist Patient in obtaining specialty care. Patient understands that fees paid under this Agreement do not include and do not cover specialists’ fees or fees due to any medical professional other than the MEDICAL PRACTICE.
- (g) **Amenities.** MEDICAL PRACTICE “Amenities” offered and/or discounted with your membership fees.
  - i. Health consults, tests, and services engaging in an Integrative medical approach including proactive testing and analysis with an emphasis on prevention;
  - ii. Online/telemedicine/e-mail health services for Patient education to ease Patient anxiety, to provide science-

- based comprehension of medical conditions and options, and to help the Patient support self-care behavior modifications to improve health;
- iii. After-hours telephone and electronic communication evaluation and management to provide ongoing educational communication support, but specifically excluding electronic communication related to office visit scheduling, or follow-up on an office visit;
  - iv. Medical services delivered via an electronic communication portal while Patient is traveling outside the US;
  - v. Periodic health/wellness educational newsletters, blogs, or videos;
  - vi. Access to specialty laboratory tests or sites;
  - vii. Access to supplements on site with related guidance;
  - viii. In-office diagnostic and procedural benefits at minimal or no extra cost;
  - ix. Access to discounted ancillary services offered on site including but not limited to Ayurvedic consultations, IV nutritional therapy, Facials, Micro-needling, Hair PRP, Plant-based cooking/Educational classes, etc.

Some services above are offered by the Practice for an additional fee. The fee for Amenities changes in response to our costs. However, we do 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.

### 3. Payment Assignments and Financial Responsibility.

#### **As of January 1<sup>st</sup>, 2022, NEW Integrative Direct Primary Care (DPC) Membership Subscription Fees:**

**Registration:** A \$99 **non-refundable** initiation fee. (max \$199 for enrolling your family)

**Integrative DPC Plan: Ayurveda + Primary Care: \$185 due on the 1<sup>st</sup> day of joining and billed monthly thereafter**

- Primary care that includes annual wellness physical and 99 office visits per year.
- An initial personalized Comprehensive Ayurvedic Consultation and an annual reassessment with your wellness exam.
- Discounts on supplements and services offered in the office.
- Plan includes phone/email/text/telemedicine consultations, pending HIPAA compliant accessibility.

**3<sup>rd</sup> subsequent member of a family: \$35 due on the 1<sup>st</sup> day of joining and billed monthly thereafter**

This latter family discount applies to current members who are parents or a single parent of a child or children who are 18 years or younger, living in the same household.

- Primary care that includes annual wellness physical and 99 office visits per year.
- Discounts on supplements and services offered in the office.
- Plan includes phone/email/text/telemedicine consultations, pending HIPAA compliant accessibility.

#### **\*REGARDING ALL MEMBERSHIP PLANS:**

- Plans will begin on the day of sign up
- A commitment of 90-Days is required with a 30-Day written notice for cancellation.
- Any lab work and/or diagnostic testing is not included in any membership plan. We offer lab work and prescription medications, if available, at cost +10%. If you choose to use your health insurance for these services, then you will be responsible for any incurred cost(s). It is your responsibility to understand your plan's specific rules regarding covered services, approved providers, referrals, authorizations and out-of-pocket payments.
- Enjoy a variety of in-office services/amenities (listed above) at a member's discount.
- DPC care is continuously provided via email/newsletters, keeping Patient(s) informed with any relevant healthcare information and recommendations.
- All Membership Plans/Services are non-transferrable and any visits/services not utilized in a 12-month period are non-refundable and will not roll over to the following plan year.
- Medical Practice participation is personal to each individual accepted into the Medical Practice and may not be assigned.
- **The Medical Practice reserves the right to adjust any fees to 3-5% increase on an annual basis to be enacted on the first day of every calendar year.**

Subscription participation in the Medical Practice is limited to a select number of participants to preserve and retain the personal private character of health care services provided, and Patient's annual renewal is at the sole discretion of the Medical Practice. The Medical Practice reserves the right to decline or renew any annual enrollment. In order to ensure accessibility and quality of care, the Medical Practice will have the right to decline patients if the number of members interferes with the Physician's ability to be able to manage the current patient panel. If this should happen, the Physician will create a wait list. The Medical Practice may amend the Fee Schedule at any time, as it may determine in its sole discretion, upon providing Patient at least (30) Days advance written notice.

**4. Billing.** Payment is due upon receipt of services at the Medical Practice. Patients will be charged on the date of signing up, and monthly on that day thereafter, or as discussed with Physician. If a patients signs up mid-month, their membership ends on the same day following a 30-day notice of cancellation or termination of contract.

**5. Payment Options.** The Medical Practice has several payment options for Patient's convenience: Cash, Personal Check (made payable to REENA R PATEL MD INC), Venmo, **ACH (Automated Clearing House Debit, preferred)**, Credit Card (Do not accept American Express), and Debit Card.

**Please note: A 2% service fee will also be charged for any Credit Cards, including Debit Card transactions.**

The Medical Practice does require a valid payment option (ACH) and/or credit card to be kept on file in our HIPAA-complaint Hint Health DPC management platform at all times. Patient's preferred payment method will be used to charge any annual or monthly subscription fees, **medical records (\$25), returned checks (\$30), every new Disability Claim, Travel Forms/Letters, ESA Letters, Jury Duty Forms, etc (\$25)**, and overdue bills as well as any other charges incurred at the Medical Practice until such authorization is revoked by Patient or this Patient Agreement is terminated. In addition, Patient may elect to authorize additional billing fees for professional services rendered. Patient shall be financially responsible for all Medical Practice service charges not covered by their subscription plan. See office policies for more details.

Patient enrollment and participation in the Medical Practice shall be completed with the execution of this Agreement by each patient and responsible party. This Agreement shall be governed by the laws of the State of California without application of choice-of-law principles. This Agreement replaces and supersedes all prior agreements between Patient and the Medical Practice or Physician(s). This Agreement may not be modified absent a writing signed by Patient and an authorized representative of the Medical Practice. If any term of this Agreement is deemed invalid or in violation of any superseding law or policy, the remaining terms of this Agreement shall remain in full force and effect.

**6. Cancellation Policy. A commitment of 90-days is required prior to cancellation.** Either party may terminate participation in the Medical Practice with thirty (30) days written notice (email notification is acceptable), with the monthly charge stopped after the current fee cycle has processed. The Patient will have 30-days to utilize services at the Medical Practice after the last payment. **REGISTRATION/ENROLLMENT FEES ARE NON-REFUNDABLE.**

The Medical Practice may terminate this Agreement at any time should Patient fail to timely pay membership fees, unpaid balances for services rendered, and/or violate Medical Practice policies or instructions communicated to Patient.

Should the Patient request to revoke their membership; there is a penalty period should Patient like to rejoin in the future. If Patient decides to Re-Enroll, the Patient will have to wait a period of 12-months and will again be subject to the non-refundable, re-enrollment fee of \$99. If the practice is full/closed, Patient will be placed on the waiting list or have access to the Medical Practice at Non-Member pricing (subject to availability).

Should a patient cancel their DPC membership prior to the **initial 90-day period**, the Patient is responsible to pay the difference in fees for any Visits\* rendered during that time period at Non-Member Pricing\*.

\* **Non-Member Pricing:**

- Complete Physical: \$350
- Initial Establish Care Office Visit: \$250
- Follow-Up Visits: \$150
- Established Telemedicine Consult (Phone/Email/Video): \$75/15 min

7. **Direct Primary Care.** Membership is not an insurance plan. The Medical Practice is considered a hybrid direct primary care practice at this time due to current acceptance of Medicare patients as well as the structure of the Price Plans, which are subject to change at the sole discretion of the Medical Practice.

8. **Office/HIPAA Policies.** Prior to signing, please be sure to review the Office and HIPAA policies, which are available to review in the office upon request or on [www.ReenaMD.com](http://www.ReenaMD.com).

**Please be sure to review all above prior to signing.**

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

**REENA R PATEL MD INC**  
1730 Huntington Dr., Ste 203  
South Pasadena, CA 91030

**DATE TERMS TO GO HENCEFORTH: December 31st, 2021**

*Reena R. Patel, MD*  
\_\_\_\_\_  
REENA R. PATEL, MD, ABOIM  
CEO OF REENA R PATEL MD INC

PATIENT SIGNATURE:

\_\_\_\_\_

FULL NAME: \_\_\_\_\_

DATE: \_\_\_\_\_