



Concierge Medical Agreement

Welcome to Second to None Health. As part of your concierge medicine program, we offer you a wide variety of services that are specifically tailored to your needs. This Agreement explains those services and how Second to None Health works with you.

1. Services

- a. *In-person Office Visits.* Second to None Health does not have In-person Office Visits. We are a telehealth only practice. There may be times that we recommend you see another physician or health care system that does perform In-person Office Visits. This is based on medical opinion on a case-by-case basis.
- b. *Telehealth care.* Second to Health provides all its services via telemedicine. Telehealth may include but is not limited to telephone, text, and virtual visits.
- c. *Annual Exam.* Your preventative care visits are important to your longevity. We recommend that you receive annual preventative exams including physical exams, per standard recommendations, via In-person office visits with another practice. Telehealth is not sufficient to perform all of your preventative care needs. Although Second to None Health cannot supply these services and we are not responsible for these services, we can help you find a provider who does. We also can make recommendations about which preventative health exams you may need.
- d. *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 includes custom diet and exercise plans to match your goals.
- e. *Ancillary Services.* Your care may require ancillary services such as certain laboratory tests or radiography. Ancillary services are not included in your membership.
- f. *Physician Advocate and Specialty Care Coordination.* If your care requires the services of medical specialists outside of our practice, 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 practice. 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 Second to None Health 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 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 is made in full.

In order to remain financially viable, Second to None Health reserves the right to change its fees at any time with 30 days' notice to you. If rates do change, they will be changed on your next annual bill.

After six months you may end your membership upon 30 days written notice, and any remaining membership fee will be prorated and refunded to you. 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.* Second to None Health does not participate in any public or private health insurance plans, and we do not accept Medicare participants. 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 practice has elected to not accept Medicare participants. This means that if you have Medicare you must notify the practice and not accept *any* of our Services. 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 you are to notify the Practice that you signed below that your understanding is that Second to None Health does not provide Services to Medicare participants. If you are (or become) Medicare eligible 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 be forthcoming with your Medicare participation.
- Failure to sign our Controlled Substances Agreement 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 s 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, Second to None Health 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. Second to None Health 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 the state which you are treated
- c. *Notice to Consumers.* Medical doctors are licensed and regulated by the Medical Board.
- 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 Second to None Health 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 out and Sign the next page

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

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