



CALIFORNIA CENTER *for* FUNCTIONAL MEDICINE

Form 3 of 6

Next, please review and sign your Private Practice Patient Agreement

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

CALIFORNIA CENTER FOR FUNCTIONAL MEDICINE PRIVATE PRACTICE PATIENT AGREEMENT

This Private Practice Patient Agreement (“Agreement”) specifies the terms and conditions under which, you, the undersigned patient (“Patient”) may voluntarily elect to participate in the healthcare offerings made available by California Center for Functional Medicine, a California professional corporation (“Practice”) which are summarized as follows: Practice’s annual executive diagnostic physical, informed by principles of both allopathic, and integrative/functional medicine, and made available on a routine regardless of medical condition or necessity basis (“Annual Exam”) along with a related electronic health data storage and communication facilitation platform plan to provide communication in support of Annual Exam health goals and patient education (“Health Data Communication Plan”) (all collectively “Annual Exam Program” and described as “Services” in the attached Schedule A). (Patient and Practice shall be referred to individually as “Party” or collective as the “Parties”). Practice has formally opted out of Medicare, and is out-of-network with any and all private or public health insurance plans (“Plan” or “Plans”). Patient shall pay privately and directly for all Services and will be unable to submit any Services fees to Medicare (or likely any Plan) for reimbursement.

SUBSCRIPTION PRACTICE EXPLAINED

Practice’s Services include routine, regardless of medical condition or necessity, diagnostic exams as further described below and in Schedule A. These Services are made available in exchange for Patient paying private service fees directly to Practice as outlined in Schedule A. These Services exceed or are beyond those covered or reimbursed by Patient’s Medicare, Medicaid or any applicable private health insurance plan (collectively “Plan”).

SERVICES AND BENEFITS

In exchange for the subscription Services Fees (as defined below), Practice will make available to Patient the Services described above and in Schedule A. Practice reserves the right to update Schedule A from time to time, and if it does, it will notify Patient of any changes within thirty (30) days after a change is made and secure Patient’s voluntary written advance consent to any such modification of Schedule A.

NATURE OF SERVICES

Patient should maintain a relationship with a primary care physician outside of Practice at all times, since it is best to consider our clinicians as consultants who provide specific clinical services, not primary care.

SERVICES FEES

For making the Services available to Patient as selected in Schedule A, the subscribing Patient will pay voluntary subscription fees ("Services Fees") for Practice making the Services available as described in Schedule A. The Services Fees compensate Practice for making the Services available, payable as specified in Schedule A. Services Fees may increase from time to time with the voluntary consent in advance by Patient but will apply to renewal terms. In the event of Services Fees increases, Patient will receive notification in writing and the option of consenting to such an increase in advance.

PAYMENT OPTIONS

The Services Fees can be paid in full annually or monthly by either check or credit card. Please make checks payable to: California Center for Functional Medicine. If Patient is choosing to pay by credit card, Patient authorizes the Practice to automatically charge the credit card for annual renewals and/or monthly payments on the same day of each subsequent year/month as applicable unless the Agreement is terminated. If the automatic payment is denied and payment is not received by the 15th day in a service period, a \$100 late fee will automatically be added to that billing cycle. Patient will become inactivated if no payment is received within one (1) month of the due date. A reactivation fee of \$250 will be automatically added to the account if Patient rejoins the Practice.

RENEWALS AND TERMINATION

The Services Fees cover the availability of the subscribed Services for the time period specified in Schedule A. Practice is permitted to terminate this Agreement at any time should the Patient: (1) fail to timely pay any Services Fees or statements for professional health care services provided by the Practice; or (2) violate the Practice's policies or instructions communicated to the Patient, in which case, Patient will receive a monthly prorated refund of the Services Fees for Schedule A Services not yet delivered to Patient. For new patients going through the Onboarding Deep Dive, your 12-month membership begins one (1) month from the date of your Initial Consult with our nurse practitioner and will renew automatically one (1) year from that date. For existing patients, this 12-month membership shall automatically renew one (1) year from the date of this Agreement unless terminated by either party by written notice given to the other. Either Party is permitted to terminate this Agreement with thirty (30) days' written notice, in which case, Patient will receive a refund or may owe fees as set forth below.

If Patient terminates this Agreement within seventy-two (72) hours of executing this Agreement and has not used any Services, Patient shall receive a full refund. If Patient terminates this Agreement after 72 hours and before Patient's scheduled Annual Exam, Patient shall receive a refund less a \$75 service fee. If Patient has received the Annual Exam in the current year, Patient may terminate this Agreement with a thirty (30) day notice and will be billed a \$250 early termination fee. If Patient paid on an annual basis, Practice will prorate a refund based on services used. Patient may upgrade or downgrade plan one time per year within the first 6 months of membership with thirty (30) days' notice, and the Services Fees shall be adjusted according to the plan chosen by Patient.

HEALTH CARE SERVICES THAT ARE OUTSIDE SERVICES AND SERVICES FEES

The Services Fees cover only the availability of Services subscribed to by Patient. If Practice provides services other than the Services listed in Schedule A, Patient and Practice may mutually agree upon any additional charges. Patient acknowledges that Patient will be responsible for any applicable additional charges for services outside those described in Schedule A. Any charges to Patient for any services not reflected in Schedule A will be at Practice's usual, reasonable and customary rates and consented to in advance by Patient before any such charge is incurred.

ELECTRONIC PRACTICE COMMUNICATIONS

If Patient wishes to electronically communicate with Practice, Patient must be aware that electronic communication is not a secure medium for sending or receiving sensitive personal health information. Practice will take steps to keep Patient's electronic communications confidential and secure. Patient acknowledges and understands that electronic communications such as email are often not a good medium for urgent or time-sensitive communications. In the event the communication is time-sensitive, Patient must communicate with Practice by telephone or in-person, and in any emergency please secure immediately emergency room/ER medical attention. Please refer to the separate related Electronic Communications Agreement for further applicable details in this regard, which is integrated herein by this reference.

APPOINTMENTS AND SCHEDULING

The Annual Exam and other appointments with Practice are scheduled through electronic communication with the Practice. Services are designed to be delivered at the Practice's office. If Patient has an urgent concern related to the Annual Exam, health questions or concerns, Patient shall contact the Practice, but in any emergency, Patient must call 9-1-1 and/or utilize emergency medical services available outside Practice.

MEDICARE

Patient acknowledges that Practice has opted out of Medicare and Patient shall **not** submit to Medicare any claim for payment of Services Fees or request that Practice submit such a claim. Patient acknowledges and understands that Medicare will **not** pay for the Services referenced in Schedule A.

Practice does not bill to insurance or Medicare directly but will provide a SuperBill to Patient upon request. In order to receive a SuperBill, Patient must be a California resident or Patient must have been seen at least once in-person per year before the date in which the charges were made. The SuperBill is a statement of office procedures (CPT-codes) and diagnosis codes (ICD-10 codes) that Patient can send to Patient's Plan for reimbursement. Patient acknowledges that the amount Patient's Plan will reimburse is highly variable, determined by Patient's Plan, and can range from no coverage to complete coverage. Practice provides the SuperBill as a courtesy to help Patient obtain some reimbursement for their Annual Exam and some testing/treatment fees. Patient acknowledges that if Patient's Plan does not provide coverage based on the SuperBill provided by Practice, then Patient's Plan generally will not provide coverage. Patient acknowledges that Practice can provide no additional information beyond the SuperBill and Patient's Plan must use the data provided in the SuperBill.

VACATIONS AND ILLNESS FOR PRACTICE HEALTHCARE PROFESSIONALS

Patient acknowledges that there may be times that Patient cannot contact the Practice healthcare professional due to vacations or illness, or due to Practice healthcare professional continuing medical education, or due to technical defects with either Patient's or Practice's electronic communication equipment. Patient acknowledges that, should a Practice healthcare professional become unavailable, Practice shall make every effort to give advance notice to Patient so that Services can be scheduled or delivered on another date and/or shall have a healthcare professional colleague cover the Practice. In cases of emergency or extended absence from the Practice by the Practice healthcare professional, contact information for a covering healthcare professional provider colleague will be provided.

COMPLIANCE WITH LAW

Practice agrees to make Services available for Services Fees with the intent to comply with all applicable laws. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding choice-of-law principles. 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, this Agreement shall be deemed modified so as to remain in compliance with such laws.

PRACTICE IS NOT AN INSURER

Practice is not an insurance company and is not promising or delivering unlimited care or services for the Services Fees. Practice presumes that Patient is either eligible for Medicare or otherwise has a private or public Plan that provides health care coverage for essential healthcare services not covered by Services Fees.

AGREEMENT ASSIGNMENT AND MODIFICATIONS

This Agreement may not be assigned to any other person by Patient. This Agreement replaces and supersedes all prior agreements of any kind, oral or in writing, between Patient and Practice. This Agreement may not be modified absent a writing signed by Patient and an authorized representative of Practice.

MISCELLANEOUS PROVISIONS

The Client acknowledges that any dispute with respect to this Agreement shall be resolved through binding arbitration, in accordance with the arbitration rules and regulations of the American Health Lawyers Association, and will be conducted in Contra Costa County, California. The Patient and Practice agree to be bound by the arbitrator's decision. Notwithstanding the foregoing, the Practice reserves the right to pursue all available collection efforts to obtain any fees unpaid by the Patient for any services or items provided without invoking the arbitration clause.

We have a variety of clinicians on staff as part of your care team. Some patients are best suited for ongoing treatment with a nurse practitioner (NP) or physician assistant (PA), while others are better suited with an MD as their lead clinician. After your first appointment, our team will discuss your case and will determine which clinician is the best fit. If it is determined one of our MDs is the best fit for your case, you may still have follow-up appointments with our NP or PA in between appointments with your MD, based on the availability of their schedule.

MANDATED NOTICES

Role of Board:

Medical doctors are licensed and regulated by the Medical Board of California. To check up on a license or to file a complaint go to www.mbc.ca.gov.

email: licensecheck@mbc.ca.gov.

or call (800) 633-2322.

Open Payments Database:

The Open Payments database is a federal tool used to search payments made by drug and device companies to physicians and teaching hospitals. It can be found at <https://openpaymentsdata.cms.gov>.

Patient Information

Patient *

Patient *

Date *

Date *



Date of Birth *

Date of Birth *



Address *

Address *

City *

City *

State *

Please select one



Zip Code *

Zip Code *

Best Phone # *

Best Phone # *

Email *

Email *

I authorize CCFM to use my feedback when I provide it. I authorize the release of only the following marked information:

Patient information

- All information
- First and last name only
- First name only
- Last name only
- Do not use my name, please use an alias
- Name of my condition (if mentioned in my feedback)
- Profile photo from my patient portal
- Age

I do not authorize CCFM to use my feedback.

PATIENT ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT, WAS AFFORDED SUFFICIENT OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF HIS/HER CHOICE AND TO ASK QUESTIONS AND RECEIVE SATISFACTORY ANSWERS REGARDING THIS AGREEMENT, UNDERSTAND HIS/HER RESPECTIVE RIGHTS AND OBLIGATIONS UNDER IT, AND SIGNED IT OF HIS/HER OWN FREE WILL AND VOLITION.

By signing below, Patient agrees to subscribe to Services under the terms of this Agreement as detailed above and in Schedule A.

PATIENT:

Patient Agreement Signature *

Patient Agreement Signature *

Agreement Date *

Agreement Date *



SCHEDULE "A"
Services & Services Fees

1. Health Data Communication Plan Service

Practice will communicate by email with Patient (“Health Communication Plan”) during the current term of the Agreement. The Health Communication Plan will facilitate and empower Patient to interact with Practice via electronic communication regarding Practice’s Services. Practice’s Health Communication Plan will also keep Patient’s medical information electronically stored so that, upon request of Practice’s healthcare professional, information can be retrieved and furnished to Practice’s healthcare professional to further support the Services Patient is receiving from Practice. Variable levels of Health Communication Plan services are outlined below.

2. Annual Exam Service

Practice will provide Patient the availability of Practice’s routine annual diagnostic executive physical exam, informed by principles of both allopathic and integrative/Functional Medicine principles, made available regardless of medical condition or necessity (“Annual Exam”). The Annual Exam will be provided once a year during the current term of the Agreement. The Annual Exam will seek to identify health conditions requiring care or patient health education and support, root cause of diseases and disease avoidance analysis, age-appropriate cardiovascular risk assessment and other health issues, with the aim to create an annual and ongoing baseline of health information and health-related goals to assist Practice with providing Patient with Health Data Plan health goal support and education. The Annual Exam will integrate lifestyle, nutrition, fitness, psychological stress/health, substance abuse issues if any, and other related health information provided by Patient. Follow-up supportive exam consults, also delivered on a routine regardless of condition or medical necessity basis, are provided with variable options and fees as outlined below. The Annual Exam and related follow-up exams, and, the Health Communication Plan, are collectively the “Services” for which private fees are collected. The Services are outside of Medicare coverage or reimbursement, and beyond what any health insurance plan covers or reimburses.

3. Service Fees

Notes: Due to the smaller patient panel size of the Practice, Practice anticipates Patient will enjoy little or no wait times for electronic Practice communications and Annual Exam and follow-up consult exam scheduling. Practice’s healthcare professional will also have the extended time and availability to provide unhurried visits to support ongoing health guidance and education. Due to the Health Communication Plan, Patients will enjoy direct and immediate communication with Practice in support of the delivery of Services.

For Medicare/Medicaid eligible patients, and with respect to any services other than the Services identified above, Practice may deliver services specifically covered by applicable Plan at Patient’s request and as medically indicated and consistent with those Plan’s reimbursement requirements to the extent Practice is in-network with such Plans. Any additional services other than Services that are covered by any Plan are not the private fee Services outlined above, and, such services can and will be provided by Practice as indicated and billed to the applicable Plan to the extent Practice is in-network with such Plan or may be the subject of Practice’s usual, ordinary and reasonable fees as disclosed and approved in advance by Patient. Patient will enjoy communications and visits from Practice’s healthcare professionals that are neither hurried nor restricted by Plan coverage/reimbursement requirements. In no event may Patient submit to Medicare or Medicaid any private fee paid for Services, as Services are NOT covered or reimbursed by Medicare or Medicaid.

4. Monthly Fees

Note: For new patients who chose monthly instead of annual payments, the monthly payment will commence exactly one month after the Initial Consult with our nurse practitioner.

Schedule “B”

PRACTICE MEDICARE OPTED OUT ACKNOWLEDGMENT

Practice’s Services are voluntarily subscribed to by Patient on a cash or private fee basis.

Practice’s healthcare professional has voluntarily elected to formally “opt-out” of the Medicare program. This means Practice will not submit any Medicare claims and will not receive any payment from Medicare. Practice is also out-of-network, and does not contract with or submit for reimbursement to any Plan (including Medicare). Services Fees may not be submitted to Medicare for reimbursement.

Patient is signing this Agreement to evidence his or her understanding and agreement regarding payment for any services to be provided by Practice. Practice hereby certifies that Physician has not been excluded from participation in the Medicare program under section 1128, 1156, or 1892 or any other section of the Social Security Act.

Practice agrees: i) to provide Patient with a signed copy of this Agreement before items or services are furnished to Patient under its terms; ii) and to retain the original Agreement (original signatures of both parties required) for the duration of the current opt-out period; and to submit copies of this Agreement to the Centers for Medicare and Medicaid Services (“CMS”) upon the request of CMS.

By executing this Agreement, Patient acknowledges and agrees as follows, if or when Patient is eligible for Medicare, with respect to Service and any other items or services provided by Practice to Patient (initial each in the blank):

Patient accepts full responsibility for payment of Practice’s charges for all services furnished by Physician or any other employee of Practice, including the Program Fees of Schedule “A.” *

Patient understands that Medicare limits do not apply to what Practice may charge for Services

or other items or services furnished by Practice. *

Patient agrees not to submit a claim to Medicare or to ask Practice to submit a claim to Medicare, even if such items or services would otherwise be covered under Medicare if Practice was Medicare participatory. *

Patient understands that Patient has the right to obtain Medicare-covered items and services from other physicians and practitioners who have not opted out of Medicare, and Patient is not compelled to enter into this Agreement. Patient voluntarily enters this Agreement to secure the Services. Patient may secure Plan-reimbursed care from other physicians or practices, but none of Practice's Services (or other items or services) may be submitted to Medicare or any other Plan for reimbursement. *

Patient understands that any Medicare replacement Plans or "Medigap Plans do not cover or reimburse the Services, and Practice out-of-network and not participatory with any such Plans. *

Patient is not facing an emergency or urgent health care situation. *

Patient signs this Agreement voluntarily and fully understands its terms as they relate to Medicare and other Plan lack of coverage or reimbursement with respect to Practice. *

I have received a copy of the role of the Board and understand the notice. *

I have received notification about the Open Payments database. *

CONTINUE