## PLUM HEALTH PLLC DIRECT PRIMARY CARE PATIENT MEMBERSHIP AGREEMENT

Plum Health PLLC ("Practice") and	, ("Patient") enter into
this Direct Primary Care Membership Agreement ("Membership Agreement") with	the Effective Date as
stated in Section 1(c) for Patient to become a member of Practice's Direct Pri	mary Care Program.
Practice and Patient are referred to herein collectively as the "Parties."	

#### 1. Membership, Program Services and Enrollment.

- a. <a href="Program Membership">Program Membership</a>. Once enrolled into the Program as a member by completing all of the steps outlined in Section 1c, Patient shall be eligible to receive certain primary care medical services ("Program Services") provided by Practice as specified in **Appendix A**, which is attached hereto and incorporated herein by reference. Practice may add or discontinue a service in **Appendix A** in its sole discretion by emailing or regular mail Patient at least thirty (30) days prior to the change.
- b. <u>DPC not Concierge</u>. This Agreement is for membership in Practice's Direct Primary Care ("DPC") Program and is not an agreement for membership in a concierge program. The difference between DPC and concierge is DPC provides patients with certain primary care medical services for the payment of a flat monthly fee. Concierge, on the other hand, involves patient's payment of a flat monthly fee to obtain immediate or priority access to a physician but does not cover the cost of any medical services; patient's insurance is billed for these medical services. Accordingly, while this Membership Agreement will provide after-hours access to Patient's provider via telecommunication and provide Patient with an office visit during normal business hours for acute issues, Patient will not be entitled to an immediate office visit or access to his or her provider whenever Patient so desires.
- c. <u>Enrollment and Effective Date</u>. Patient may enroll into the Program on any day of the month by utilizing Practice's onboarding link to submit the required personal and billing information for autopayment of fees and sign this Agreement and any other required documents. This Agreement becomes effective on the date Patient completes all of the aforementioned enrollment requirements.

#### 2. Fees.

- a. <u>Re-enrollment Fee.</u> In the event Patient terminates this Membership Agreement for any reason, Patient will be ineligible to re-enroll in the Program for a period of six (6) months following the effective date of termination. Notwithstanding the preceding sentence, Practice, in its sole discretion, may allow Patient who has terminated their Membership Agreement to re-enroll before the six (6) month period has passed. Any re-enrollment after termination will require Patient to pay a re-enrollment fee in the amount of 100 dollars (\$100.00) and sign a new Membership Agreement.
- b. <u>Monthly Membership Fee</u>. Each Patient shall pay a Monthly Membership Fee ("MMF") according to the fee schedule noted in **Appendix B**.
- c. <u>Additional Fees</u>. Only those services described in **Appendix A** that do not require an additional fee are included in the MMF. Services described in **Appendix A** as requiring the payment of an additional fee will require payment to the Practice at the time the services are provided.
- d. <u>Changes to Fees</u>. Practice may change the amount of the Re-enrollment Fee, the MMF, referenced on **Appendix B**, and the additional fees described in **Appendix A**, or any other fees associated with this Membership Agreement at any time, in its sole discretion, upon providing Patient at least thirty (30) days' advance notice by either emailing Patient or sending them notice in the mail.

#### 3. Automatic Payment of Membership Fees.

- a. <u>Autopayment Information and Changes</u>. During the enrollment process discussed in Section 1.c., Patient will input their bank account/debit/credit card information so that monthly membership fee payments may be made automatically. Patient may change or update payment information by accessing his or her account using Practice's online, onboarding and billing platform, which can be accessed at this web address: https://plumhealthdpc.atlas.md/hub/
- b. <u>Authorization</u>. By inputting this information or by changing/updating bank account/debit/credit card information during the term of this Agreement, Patient is providing Practice with authorization to have its online, onboarding and billing platform initiate MMF recurring charges every month. This authorization will remain in full force until this Agreement is terminated in accordance with Section 14 and until Practice and Patient's debit/credit card institution has a reasonable time to act on it.
- c. <u>Appearance for Recurring Auto Payments.</u> The monthly membership auto charge or debit will appear on card holder or patient/authorized signor's bank statements as Plum Health, or a variation of this name.
- d. <u>Timing of Auto Payments</u>. Payment for the first month of services will be due upon enrollment. Thereafter, autopayments will be processed every thirty days from the date of Patient's enrollment.
- 4. No Insurance Claims. Practice will not bill any insurance carriers or health care plan to which Patient may be a subscriber or beneficiary for monthly membership fees or any additional fees associated with Membership and the Program Services. Patient is solely responsible for payment for all Services Patient receives from Practice regardless of whether such Services are reimbursable or payable by Patient's insurance carrier.
- 5. No Reimbursement from Government Healthcare Programs. Practice and its providers have opted out of participation in all governmental healthcare programs (including, but not limited to Medicare, Medicaid, TRICARE/CHAMPVA, CHAMPUS, or the Indian Health Services. This means that Practice cannot bill any of these government healthcare programs on behalf of Patient, nor can Patient make any attempt to collect reimbursement from any of these programs.
- **6.** Patient Requirements When Medicare Part B Beneficiary. Any Patient that is a Medicare Part B Beneficiary will need to notify Practice of this fact and will be required to sign Practice's Medicare Private Contract prior to receiving any services. Failure to do so may lead to Patient's termination from the Program.
- 7. Tax-Advantaged Medical Savings Accounts. Patient may have a tax-advantaged savings account, including, but not limited to, a health savings account, medical saving account, flexible spending arrangement, health reimbursement arrangement, or other similar health plan (collectively, "Tax-Advantaged Savings Accounts"). Because every Tax-Advantaged Savings Account is unique, Patient is advised to consult with their accountant regarding whether any of the fees incurred pursuant to this Membership Agreement may be paid using funds contained in a Tax-Advantaged Savings Account.
- 8. Other Insurance; High Deductibles. Some services provided herein may be a covered benefit or covered service, at no cost to Patient, under Patient's health benefit plan. Further, third-party payers may not count the Membership Fees incurred pursuant to this Membership Agreement or the fees associated with additional services that are not included in the MMF toward any deductible Patient may have under a high deductible health plan. Patient should consult with their health benefits adviser regarding whether Membership Fees may be counted toward Patient's deductible under a high deductible health plan.
- **9. No Emergency Care.** Practice is not an emergency room, and accordingly, does not have the ability to treat Patient during a medical emergency. If Patient is experiencing a medical emergency, Patient should contact 911 or go to the nearest emergency room to seek immediate treatment.

- **10. Virtual Visits.** Virtual visits are included in the MMF but are at the sole discretion of Practice as there are times when a virtual visit is not suitable given the situation, which will require Patient to schedule an in-person appointment for treatment.
- 11. First Visit and Preventive Visits. While the Program Services include virtual visits, adult Patient's enrollment requires that Patient schedule an appointment to be seen in person by Practice within 6 months of enrollment, sooner if medication refills are needed or Patient has a chronic condition that warrants sooner appointment. In addition, Patient agrees to physically visit Practice for an initial comprehensive wellness visit, which will be scheduled approximately 12 months from Patient's most recent physical exam outside of Practice. Thereafter, Patient agrees to physically visit Practice for subsequent comprehensive wellness visits in accordance with the recommendations based on age (every 12-18 months if 18-39 years of age; every 12 months if 40 years of age and older). Patients under the age of 18, will be seen in person by Practice for initial visit after enrollment if medication refills are needed, Patient has a chronic condition that warrants a visit, or when the first of the scheduled well child checks are due based on Patient's age and timing of previous well child check outside of the Practice.
- 12. HIPAA and Communications. Practice shall comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requirements including the privacy regulations, security standards and the standards for electronic transactions. Patient's participation in the Program and execution of this Agreement will provide Patient with the ability to communicate with the Practice through the use of an encrypted portal. If Patient would like for Practice to communicate with Patient outside of this encrypted portal, such as by regular e-mail, texting and cell phone, Patient will be required to execute the Consent to Unencrypted Email and SMS Messaging of PHI. This will authorize Practice and its staff to communicate with Patient by e-mail and cell phone regarding Patient's "protected health information" (PHI). E-mail is not an appropriate means of communication in an emergency for dealing with time-sensitive issues. In an emergency, or a situation in which could reasonably be expected to develop into an emergency, Patient understands and agrees to call 911 or go to the nearest hospital as opposed to emailing Practice or leaving a cell phone message.
- **13. Term.** This Agreement shall become effective on the date discussed in Section 1(c) above and shall continue for twelve successive months (the "Term") and automatically renew for additional one-year periods ("Successive Term(s)") unless otherwise terminated in accordance with Section 14 herein.

#### 14. Termination.

- a. <u>Termination by Patient</u>. Patient may terminate this Membership Agreement but is required to do so by completing the Written Notice of Membership Termination Form ("Term Form") which is available by contacting Practice. This Form may be submitted to Practice either in person or by email to: info@plumhealthdpc.com.
- b. <u>Term Form Timing Requirements</u>. All Term Forms must be received by Practice no later than thirty (30) days prior to Patient's next bank account/credit/debit auto-processing date. Patient shall be responsible for verifying with Practice that his or her Term Form was received by Practice 30 days in advance of Patient's next auto billing date. Term Forms submitted within the 30-day billing cycle will result in a final MMF auto payment, enabling Patient to utilize the Program Services for another 30 days. No refund will be issued once an auto payment is made.
- c. <u>Termination by Practice</u>. Practice may terminate this Agreement if Patient: a) fails to pay his or her Membership fees; b) performed an act of fraud; c) repeatedly fails to adhere to the recommended treatment plan; d) violates Practice's Code of Conduct or is abusive and presents an emotional or physical danger to the staff or other patients of the Practice; e) has healthcare needs that exceed the care that can be provided under the Program; or f) the Practice discontinues the Membership Program. In the event Practice terminates Patient's membership, Practice shall refund Patient's MMF on a per diem basis.
- 15. Required Disclosure. PER MCL 500.129 ET SEQ. THIS AGREEMENT DOES NOT PROVIDE HEALTH INSURANCE COVERAGE, INCLUDING THE MINIMAL ESSENTIAL COVERAGE REQUIRED BY APPLICABLE FEDERAL LAW. IT PROVIDES ONLY THE SERVICES DESCRIBED

HEREIN. IT IS RECOMMENDED THAT HEALTH CARE INSURANCE BE OBTAINED TO COVER MEDICAL SERVICES NOT PROVIDED FOR UNDER THIS DIRECT PRIMARY CARE AGREEMENT.

- 16. Code of Conduct. In order for Practice to provide a safe and healthy environment for staff, patients and their families, Practice expects Patient and accompanying family members or friends to refrain from unacceptable behaviors that are disruptive or pose a threat to the rights or safety of other patients or staff. Accordingly, as a condition of membership in the Program, Patient agrees to execute a copy of the Practice's Code of Conduct as part of the onboarding process. Any violation of this Code of Conduct by Patient or their accompanying family members or friends will result in Patient's immediate termination from the Membership Program.
- **17. Indemnification**. Patient agrees to indemnify and to hold Practice and its members, officers, directors, agents, and employees harmless from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs, and expenses, including interest, penalties, attorney fees, etc. which are imposed upon or incurred by Practice as a result of Patient's breach of any of Patient's obligations under this Membership Agreement.
- **18.Technical Failure.** Neither Practice nor any Provider will be liable for any loss, injury, or expense arising from a disruption or delay in responding to Patient when the disruption or delay is caused by technical failure. Examples of technical failures include: (i) failures caused by an internet or cell phone service provider; (ii) power outages; (iii) failure of electronic messaging software, or any e-mail provider; (iv) failure of Practice's computers or computer network, or faulty telephone or cable data transmission; or (iv) any interception of e-mail communications by a third party which is unauthorized by Practice.
- **19. Entire Agreement**. This Membership Agreement constitutes the entire understanding between the Parties hereto relating to the matters herein and shall not be modified or amended except in a writing signed by both Parties hereto.
- **20. Waiver**. The waiver by either Practice or Patient of a breach of any provisions of this Membership Agreement must be in writing and signed by the waiving party to be effective and shall not operate or be construed as a waiver of any subsequent breach by either Practice or Patient.
- 21. Change of Law. If there is a change of any law, regulation or rule, federal, state or local, which affects this Membership Agreement, any terms or conditions incorporated by reference in this Membership Agreement, the activities of Practice under this Membership Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and Practice reasonably believes in good faith that the change will have a substantial adverse effect on Practice's rights, obligations or operations associated with this Membership Agreement (a "Legal Change"), then Practice may, upon written notice, require Patient to enter into good faith negotiations to renegotiate the terms of this Membership Agreement. If the parties are unable to reach an agreement concerning the modification of this Membership Agreement within ten (10) days after the effective date of the Legal Change, then Practice may immediately terminate this Membership Agreement upon providing written notice to Patient.
- 22. Dispute Resolution/Governing Law/Jury Waiver. Any dispute regarding this Agreement shall be resolved first by mediation conducted in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association ("AAA"). Each Party shall bear its own costs of mediation and one-half of the mediator's and/or AAA's fees. If the dispute is not resolved by mediation, the matter shall be settled by final and binding arbitration before a single arbitrator in accordance with the rules of the applicable dispute resolution organization. Any award by an arbitrator shall not include punitive or exemplary damages. This Agreement and the rights and obligations of Practice and Patient hereunder shall be construed and enforced pursuant to the laws of the State of Michigan. Patient irrevocable submits to the exclusive jurisdiction of the state and county courts located in Wayne County and agrees that all proceedings may be brought in such courts. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE, EACH PARTY HEREBY

IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

- **23. Appendices and Documents.** The Appendices referenced in this Agreement, together with all the documents referenced herein, form an integral part of this Agreement, and are incorporated into this agreement wherever reference is made to them to the same extent as if they are set out in full at the point at which such reference is made.
- **24. Assignment**. This Membership Agreement shall be binding upon and shall inure to the benefit of the Practice and its respective successors and legal representatives. Neither this Membership Agreement, nor any rights hereunder, may be assigned by Patient without the written consent of Practice.

**IN WITNESS WHEREOF**, the Parties have caused this Membership Agreement to be effective in accordance with Section 1c herein.

Patient Signature	Date
Plum Health Lansing PLLC	
Paul Thomas, MD Date	
au monac, me	
If Patient is a minor, then name and signature of patient's parent or lo	egal guardian
Name of Patient's Parent or Legal Guardian	
Guardian Signature	 Date

## Appendix A MONTHLY MEMBERSHIP PROGRAM SERVICES

**Appointments.** All appointments will be at the discretion and scheduling of Practice. Practice does not provide walk-in urgent care services. Practice strives to see Patients in a timely manner during normal business hours, which are posted on Practice's website PlumHealthDPC.com or may be obtained by calling the practice. Same-day appointments must be scheduled no later than noon. The last scheduled appointment of the day is 1 hour prior to close of business. New Patients and Wellness visits will not be scheduled for same day appointments and must be scheduled at least 10 business days in advance. For Patients with acute issues, Practice will attempt to see Patients within 24-48 hours if medically necessary during regular office hours.

**After-hour Communications.** Outside of normal business hours, Patients may call or message Practice's provider. Practice's provider will attempt to address Patient's medical needs in a timely manner, but Practice cannot guarantee provider's availability, and cannot guarantee that Patient will not need to seek treatment in an urgent care or emergency department setting. Calls or messages outside of normal hours are reserved for urgent/acute clinical concerns only. Appointment requests, prescription refills, Program questions and routine health care concerns or questions will not be addressed outside of normal business hours. Routine or continued disregard of this requirement may result in termination of Patient's membership in the Program.

**No Emergency Care**. In an emergency situation or anything that could possibly be perceived as an emergency situation, Patients should proceed to the nearest emergency room or call 911.

**Alternative Provider**. In the event Patient's provider is on vacation or is unavailable either in person or via telecommunications, Practice will notify Patient at least two weeks in advance so that Patient may make an appointment prior to provider's unavailability. In the event Patient has an acute issue that needs to be addressed during provider's unavailability, Patient should visit an urgent care center or the emergency room.

Ongoing Primary Care and In-Office Procedures. While there are no fees for office or virtual visits associated with the Program Services, there are some services that require an additional fee to be paid at the time of service. These are detailed below. The DPC Program does not include Federal Motor Carrier Safety Administration ("FMCSA") physicals, disability determinations for insurance, social security, or ADA purposes or Workman's Compensation visits.

**Family Planning**. Practice will provide advice and consult on family planning issues. Practice provides a limited formulary on oral contraceptive pills aka birth control pills and practitioners will provide Patient with a prescription that can be filled at any pharmacy or will help facilitate other means of obtaining contraception in the event that Practice does not have the necessary OCP in the formulary. For Patients who choose to use IUDs or Nexplanon devices, Practice will provide Patient with a prescription to obtain the Nexplanon or IUD at Patient's own cost. Once obtained, Patient can then schedule an appointment for placement. Patients with insurance will need to inquire of their insurance company to see if their benefits include Nexplanon and IUDs.

**House Calls.** House calls are at the Provider's sole discretion and, if available, will require an additional fee. House calls must be scheduled at least one-day in advance and are subject to Provider's availability. Provider will not continue a house call in the event there are safety concerns such as pets and children interfering with Patient's care.

**Medications.** Medications will be ordered in the most cost-effective manner possible for Patient. Medications dispensed in the office are not included in the MMF and the cost will be due at the time they are dispensed. Patient's membership in the Program does NOT guarantee medications will be prescribed or that certain medications will be provided to Patient; Practice's physician will do what is medically

appropriate for the Patient in determining whether to prescribe medications. Practice does not provide nor prescribe opioid pain medications or benzodiazepines. Medication for ADHD will be up to the discretion of the Practice.

**Vaccinations.** While the practice will advise Patients whether certain vaccines are necessary and should be obtained by Patient, the administration of vaccinations are not offered by the Practice at this time. The Practice will make every effort to assist Patient in obtaining medically necessary vaccinations. Ingham, Wayne, Oakland, and Shiawassee County Health Departments provides vaccinations at very little costs and Practice will advise Patients as to how to contact the county health department. Alternatively, Practice will write a prescription for Patient to obtain the vaccine at his or her local pharmacy at Patient's own expense, which may be covered by Patient's insurance.

**Labs**. Some labs may be performed by Practice while others may require Patient to go to an outside facility. Labs ordered or performed by Practice are not included in the monthly membership fee, and the cost of these will be discussed and due at time of service. Outside laboratory testing services are likewise not included in the monthly membership fee and Patient will pay the lab facility directly for these draws, which may be covered by Patient's insurance.

**Durable Medical Equipment (DME).** Practice does not provide most DME utilized in a Patient's treatment, such as crutches, slings, boots, and braces at this time. Practice will advise Patient as to what DME is required and how to obtain the DME. If DME is provided to Patient, the cost is not included in the monthly membership fee and will be due at the time the DME is provided.

**Pathology.** Pathology examinations of tissue samples collected from procedures are not included in the monthly membership fee and will be ordered in an economical manner. Practice has negotiated deeply discounted prices for pathology services and Patient will pay Practice for the outside pathology services at the time the tissue sample is taken. While insurance may cover the cost of pathology, Practice cannot make any prediction as to the out-of-pocket costs that Patient may be required to cover. Accordingly, in the event Patient decides to not opt for the discounted cash pricing and have his or her insurance billed, Patient cannot later decide to be charged the discounted cash price. Further, in the event additional tests are required besides those for which Patient agreed to pay, Practice will contact Patient to collect the costs for the additional tests being performed.

**Imaging**. Outside imaging services, such as Xray's, MRI, CT Scans and Ultrasounds, are not included in the MMF and will be ordered in an economical manner. Practice has negotiated deeply discounted prices for imaging services with certain imaging facilities. Patient will pay the facility directly for the imaging services.

Listed below are the services included in the Program and whether there is any additional fee due for the particular service. If there is any additional fee to be paid, the payment is due at the time the medical services are rendered.

Туре	Description	Additional Fee?
<b>WELLNESS AND</b>	Well woman, man and child exams, sports, camps,	No
PHYSICALS	and school physicals but no DOT (Department of	
	Transportation) physicals, disability determinations	
	for insurance, social security, or ADA purposes or	
	Workman's Compensation visits	
ACUTE ISSUES	Initial evaluation and basic management of	No for initial evaluation, but
	, , , , , , , , , , , , , , , , , , , ,	additional cost may be necessary
		depending on further testing,
		referrals, or treatments that are
	processes, 2 a.g. 2 a.c. 2, 2 a.c. 2 a.c. 2 a.c. p. a.c. 1 a.c. 1,	needed
	chest pain, cold sores, constipation, COPD	
	exacerbations, COVID, cuts, diarrhea, dizziness,	
	ear infections, electrolyte problems, erectile	
	dysfunction, eyelid infections, gallbladder	
	infections, genital concerns, gout, headaches,	
	hemorrhoids, hip injuries, influenza, ingrown	

	toenails, intertrigo, jock itch, kidney problems,	
	kidney stones, knee injuries, lice, migraines, mono,	
	nausea and vomiting, pink eye, plantar fasciitis,	
	pneumonia, rashes, rectal bleeding, ringworm,	
	scabies, seasonal allergies, sexually transmitted	
	diseases, shingles, shoulder injuries, skin	
	infections, sports injuries, sprains and strains,	
	stomach ulcers, strep throat, tonsil stones,	
	tonsillitis, tooth infections, urinary tract infections,	
	vaginal discharge, vaginal yeast infections	
CHRONIC	Evaluation and basic management of acne,	No for initial evaluation, but
CONDITIONS	allergies, angina, anxiety, asthma, autoimmune	additional cost may be necessary
	diseases, chronic constipation, chronic kidney	depending on further testing,
		referrals, or treatments that are
		needed
	gastroesophageal reflux disease (GERD), hand	
	eczema, heart disease, heart failure, high blood	
	pressure, high cholesterol, leg swelling, menstrual	
	problems, neurological diseases, osteoarthritis,	
	osteoporosis, psoriasis, rheumatoid arthritis, sleep	
DEDMATO: COM	apnea, stroke, thyroid disease, ulcerative colitis	Nie de la lacia de la companya de la
	Initial evaluation and basic management of acne,	No for initial evaluation and
ISSUES	athlete's foot, atypical moles, burns, calluses,	treatment of benign or
	corns, dandruff, eczema, excessive sweating,	pre-cancerous skin lesions with
	genital warts, hand eczema, hives, hidradenitis	cryotherapy but additional cost may
		be necessary depending on further
		testing, referrals, or treatments that
	the mouth, ringworm, rosacea, skin tags, unwanted	are needed
	hair growth, vitiligo, warts	<b>N</b> 1
	Skin cancer screening	No .
	Abscess draining	No
	Skin shave/punch and biopsies	No for shave or punch, but
	Tatallia de alca accesso	additional cost for outside pathology
1101105 04110	Total body skin exams	No
HOUSE CALLS	House Calls (see house calls above)	At provider's discretion. \$250 and
MEDICATIONS		limited to 10 miles from Practice
MEDICATIONS	Medications (see medications above)	Yes, fee depends on cost of
DDGGEDUDEG		medication
PROCEDURES		No
	Join injections for knee pain, and shoulder pain	No
	Removal of objects from ears, nose	No
	Simple laceration repair (stiches)	No
	Complex laceration repair (stitches)	No
		<u> </u>
COUNSELING	End-of-life planning	No
	Exercise counseling	No
	Nutrition counseling	No
	Smoking cessation counseling	No
	Weight management counseling	No, unless enrolled in intensive weight loss program
WOMEN'S	Initial evaluation of and basic management of	No for initial evaluation, but
HEALTH	breast problems, menstrual problems, menopause,	
		depending on any further testing,
	discharge, vaginal yeast infections	referrals, or treatments that are
	alsonarge, vaginar yeast infections	needed
	Osteoporosis screening counseling and	No for the counseling and
1	10 0.00 por oor oor ming oour rooming units	pro record and equipment and
	coordination	coordination, but screening tests

IN-OFFICE LABS		
PEDIATRIC	Urinalysis	No
	Incision and Drainage	No
	to a specialist)	
	some foreign body removal may require a referral	
	Foreign body removal (at Provider's discretion,	No
	Laceration repair with or without sutures	No
	Spirometry	No
	Ear wax removal	No
	Provider)	
	(when appropriate and in the sole discretion of	
	Cryotherapy for warts and certain skin lesions	No
	care and injuries (boots, braces, etc.)	
PROCEDURES	Durable Medical Equipment (DME) for fracture	See DME above
PEDIATRIC	DITH CONTROLLIMITED TO ADVICE AND CONSUIT	No
	Vaping/Smoking cessation guidance Birth Control-Limited to advice and consult	No No
	Nutrition & Weight Management Planning	No No
COMPLEX CARE	· ·	
PEDIATRIC	Hospital Follow-Up and/or Pre-Op Evaluations	from Practice No
	House Calls (see house calls above)	Yes, \$250 and limited to 10 miles
	Coordination of Specialty Care	No
	Medications (see medications above)	Yes, fee depends on cost of medication
	Basic Vision Screening	No
	School/Camp/Sports Physicals	No
	Vaccinations- NOT PROVIDED	See vaccinations above
	Infant, Child, Adolescent and Young Adult Well-Care visits	No
GENERAL CARE		
PEDIATRIC	First Newborn Visit	No No
	Testicular exams	additional cost
	Prostate cancer screening counseling and coordination	No for the counseling and coordination, but screening tests from an outside facility will require
	dysfunction	treatments will require additional cost
MEN'S HEALTH	Pelvic exams Initial evaluation and basic management of enlarged prostate, genital problems, erectile	No for initial evaluation, but any further testing, referrals, or
	coordination	tests will require additional costs No
	Osteoporosis screening counseling and	No, but cost of DEXA scan or other
	Natural family planning counseling	No
	Birth control, Nexplanon	See family planning above
	Contraception counseling	No
	Cervical cancer screening/pap smears	No, but outside pathology will require additional costs
	Breast exams	No
	Dunant average	additional costs
	Breast cancer screening counseling and coordination	No for the counseling and coordination, but screening tests from an outside facility will require
	December 2011	additional costs
1		from an outside facility will include

	Blood Glucose Finger Stick	No
	Urine Pregnancy Test	No
	Rapid Strep	No
	Rapid Flu	No
	Rapid Covid Test	No
PEDIATRIC	All labs not performed in-office	Yes, fee determined by outside lab
OUTSIDE LABS		-

### Appendix B MONTHLY MEMBERSHIP FEE

The Monthly Membership Fee shall be as follows:

Individual Member \$75.00 per month

Member and Spouse or Child (under 25) \$140.00 per month

(must enroll at the same time and stay enrolled)

Member and Spouse and Child(ren) \$200.00 per month

### PLUM HEALTH NOTICE OF PRIVACY PRACTICES

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.

#### **OUR RESPONSIBILITY**

Plum Health ("the Practice" or "We") is committed to protecting the privacy of your medical information. Your care/treatment is recorded in a medical record that is considered protected health information ("PHI"). To best meet your medical needs, We share your PHI with the providers and facilities involved in your care. We share your information only to the extent necessary to collect payment for services We provide and to conduct our business operations. Practice staff is trained to be sensitive to the privacy and confidentiality of your PHI. Except as outlined below, We will not use or disclose your PHI for any other purpose unless you have signed a Medical Record Release Authorization form.

#### **USES AND DISCLOSURE OF YOUR PHI**

We may use and share your PHI in the following ways without requiring your authorization. It should be noted that while not every use or disclosure will be listed, each of the ways we are permitted to use or disclose information will fall into one of the following areas:

- To provide, coordinate or manage your medical treatment and services. For instance, providers involved in your care, will use information in your medical record to plan a course of treatment for you that may include procedure, medications, tests, etc. We may also disclose your PHI to institutions and individuals outside of the Practice that are or will be providing treatment to you.
- To bill and receive payment for the treatment and services you received. For instance, we may forward information regarding your medical procedures and treatment to your employer to arrange payment for the services provided to you or we may use your information to prepare a bill to send to you or to the person responsible for your payment.
- To run our practice, improve your care, and contact you when necessary. For example, we may use your PHI in order to conduct an evaluation of treatment and services we provide.
- We may use your PHI to remind you about appointments and from time to time, to communicate with you about treatment alternatives and other health-related benefits and service that may be of interest to you.
- For workers' compensation or similar programs.
- For public health safety issues such as preventing disease, helping with product recall, reporting adverse reactions to medications, reporting suspected abuse, neglect, or domestic violence.
- For a health oversight agency.
- In response to a court order, subpoena, or warrant and to law enforcement officials in certain limited circumstances.

#### **RIGHTS THAT YOU HAVE**

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

- You can ask to see or get an electronic or paper copy of your medical record, by filling out a Medical Record Authorization form and submitting it to our office. We will provide a copy of your medical record within 30 days of your request.
- You can ask us to correct your medical record if you think it is incorrect or incomplete.
   You will need to complete a Health Information Amendment form and submit it to our office. We may decline your request, but we'll tell you why in writing within 60 days.
- You can ask us **not** to share certain medical record information for treatment or payment.
- You can ask us to communicate with you by email or standard SMS messaging
- You can ask us to contact you in a certain way or at a certain location.
- You can ask for an accounting of the times we have shared your medical record for the last 6 years, who we shared it with and why.
- You can ask for a paper copy of this notice at any time.
- You can choose someone to whom information may be disclosed or if someone is your legal guardian, that person can make choices about your medical record.

#### **BREACH NOTIFICATION**

We are required to notify you in writing of any breach of your unsecured PHI as soon as possible, but in any event, no later than 60 days after we discovered the breach.

At times it may be necessary for us to provide your PHI to one or more outside persons or organizations who assist us with our payment/billing activities and healthcare operations. In each case, we require these business associates and any of their subcontractors, to appropriately safeguard the privacy of your information.

#### **OUR NOTICE OF PRIVACY PRACTICE**

We are required by law to maintain the privacy of our patients' PHI. We are required to abide by the terms of this Notice of Privacy Practice so long as it remains in effect. We reserve the right to change the terms of this Notice of Privacy Practice as necessary. You may receive a copy of any revised notice at any of our clinic locations.

This Notice of Privacy Practice is effective January 1, 2024.

Print Name of Parent or Legal Guardian (if applicable)

#### **COMPLAINTS**

If you have any questions about this Notice or if you think that we have not respected the privacy of your protected health information, please do not hesitate to contact Practice by email at the following email address: <a href="mailto:info@plumhealthdpc.com">info@plumhealthdpc.com</a>.

Your signature below is an acknowledgement tha Notice.	t you have been provided with a copy of this
Print Patient's Name	_
Signature of Patient or Parent or Legal Guardian	Date

# PLUM HEALTH INFORMED CONSENT FOR TELEMEDICINE SERVICES AND TREATMENT

I, ("Patient") understand how a telemedicine encounter is different from an in-person consultation due to the fact that I will not be in the same room as my provider, and how this can improve my access to care, including limiting the spread of communicable diseases. At the same time, I also understand that telemedicine has certain risks including a limited physical exam and time constraints. I understand these risks and limitations and will have the opportunity to discuss these with my doctor at the time of my consultation.
I also understand that there may be interruptions, unauthorized access and technical difficulties associated with my telemedicine encounter. Because of these reasons and the fact that a telemedicine consultation may not be appropriate to address my medical situation, my provider or I can discontinue the telemedicine consult.
I also understand that I have the right to refuse or stop participation in telemedicine services at any time and that it will not affect my right to future care or treatment.
I understand that all confidentiality protections required by law will apply to my care but recognize that my healthcare information may be shared with other individuals and entities for the purposes of providing continuity of care, billing and internal operations.
I understand that I have the right to inspect all information obtained and recorded in the course of a telemedicine interaction and may receive copies of this information.
I understand that I may expect the anticipated benefits from the use of telemedicine in my care, but that no results can be guaranteed or assured.
If an emergency occurs during a telemedicine encounter when I am at a non-health-care site, I will call 911 and maintain the telemedicine encounter (if possible) until help arrives.
By signing this form, I certify:
That I have read or had this form read and/or explained to me.
That I fully understand its contents including the risks and benefits of a telemedicine encounter.
That I have been given ample opportunity to asks questions and that any questions have been answered to my satisfaction and that I have been offered a copy of this Informed Consent Form.
Signature of Patient or Parent or Legal Guardian Date
Name of Patient or Parent or Legal Guardian

# PLUM HEALTH DIRECT PRIMARY CARE PROGRAM CODE OF CONDUCT

To provide a safe and healthy environment for staff, visitors, patients, and their families, Plum Health ("Practice") expects visitors, patients, and accompanying family members to refrain from unacceptable behaviors that are disruptive or pose a threat to the rights or safety of other patients and staff.

As a patient, please understand that Practice has the following expectations:

- If you have any questions about the care you received from Practice or are unhappy with
  the service received, please speak to your provider before you leave the Practice. If the
  services were rendered through telemedicine, please send a text to your provider, or
  send an email to Practice so that any clarifications about your care or the services you
  received can be addressed.
- Practice strives to provide all patients with the necessary time and quality of care they
  deserve. In order to accomplish this, Practice requests that you communicate all issues
  that you wish to discuss with your provider at the time your appointment is scheduled.
  This will ensure that an appropriate amount of time can be allotted to address your
  concerns. Failure to do so may result in Practice scheduling you for another visit.
- Questions about the Membership Agreement, Monthly Membership Fee or other fees
  associated with services not included in the monthly membership fee should either be
  discussed over the phone with your provider or addressed in an email sent to Practice
  at: <a href="mailto:info@plumhealthdpc.com">info@plumhealthdpc.com</a>. Patients may also discuss these issues when they come
  into the office for an appointment.
- Practice follows a zero-tolerance policy for aggressive or harassing behavior directed by patients and/or their accompanying family members or friends against our staff.
- Please be courteous with the use of your cell phone and other electronic devices. When you come for your visit, set the ringer to vibrate before storing away.

#### The following behaviors are prohibited:

- Possessing firearms or any weapon
- Intimidating or harassing behavior towards your provider, staff, or other patients
- Making threats of violence through phone calls, letters, voicemail, email or other forms of written, verbal or electronic communication
- Physically assaulting or threatening to inflict bodily harm
- Making verbal threats to harm another individual or destroy property
- Damaging business equipment or property
- Making menacing or derogatory gestures
- Making racial or cultural slurs or other derogatory remarks

If you are subjected to any of these behaviors or witness inappropriate behavior, please report the behavior to your provider or any staff member of Practice. Violators are subject to removal from the facility and/or termination from Practice's Direct Primary Care Membership Program.

Signature of Patient or Name and Signature of Parent or Legal Guardian	Date