



# Membership Terms & Conditions

This Member Services Agreement (“Agreement”) is made by and between DrBoxerAtHome, LLC (herein after called ‘DBAH’), a medical practice, and the Patient, or Patient’s legal representative, or guardian (“Member”).

**This Agreement is entered by mutual voluntary consent.**

## **Arrangement**

Member understands that by signing below, Member agrees to become a member of DBAH and patient of Dr. Boxer, who provides Direct Primary Care medical services in exchange for a monthly membership fee (“Services and Membership Fees” defined below) for the Term (defined in Section 2 herein) of this Agreement as well as fees for services rendered in addition to membership benefits.

## **Term & Billing**

The Term of this Agreement shall be for an initial term of 12 months, and monthly membership fees shall be automatically charged to a credit card on file each month, unless Member terminates the Agreement by giving advance thirty (30) days notice in writing to DBAH prior to the conclusion of the initial 12 month period.

Member understands that he-she is committing to an initial 12 month membership. As such, Member understands and agrees to pay the monthly Membership Fee each month by the due date, via automatic debit or credit transaction using the payment information on file with DBAH, and understands that cancellation of Membership prior to the initial 12-month period does not result in waiving remaining monthly fees for the full 12-month period.

**Member acknowledges that a transaction declined due to insufficient funds or an expired debit or credit card may result in an additional fee of fifty-dollars for each late or missing payment (\$50.00).**

**Any failure to comply with the terms set forth in this Section may result in termination of this Agreement and membership with DBAH.**

**By signing for Membership Services, the Member hereby authorizes DBAH to initiate monthly charges to his/her credit card, debit card, or bank account for the Membership Fee plus any additional incidental costs incurred by the Member or DBAH on the Member's behalf since the previous billing date.**

**Member understands that his/her membership with DBAH is continuous and that, by signing the Agreement he/she authorizes recurring credit/debit or bank account charges.**

## **Termination**

**Member acknowledges that DBAH and Member each have an absolute and unconditional right to terminate this Agreement at any time and for any reason. Member shall be required to give advance thirty (30) days notice in writing to DBAH in order for a termination to be effective.**

**Upon termination, both Parties shall be released of all obligations under this Agreement, except that Member shall remain responsible for any outstanding membership, service, or other fees of any type due prior to or incurred as a consequence of Member's participation. For example, if a Member chooses to cancel Membership in the third (3rd) month of the initial 12-month membership, the remaining nine (9) month's fees are due and payable upon termination by the Member, upon notice of that termination.**

DBAH shall be entitled to all amounts paid by Member, and is not required to provide any pro-rated refunds or refunds of any type.

## **Renewal**

This type of Direct Primary Care practice depends on membership fees to cover practice costs and staff and physician salaries. If Member cancels and wishes to renew, a new Membership Agreement must be executed and Member shall be subject to any applicable increase in fees and/or enrollment fees. Repeat cancellations and renewals are discouraged. Members should note that the patient panels are limited in size and may be full, thus prohibiting the ability to re-enroll with Dr. Boxer. DBAH reserves the right to deny renewal or re-enrollment of any Member at any time, for any reason.

## **Scope**

Member understands that DBAH provides a limited and specific set of services which are generally within the scope of the practice of general internal medicine. Member acknowledges that DBAH's ability to provide care may be limited by training, experience, equipment and supplies, and other unforeseen circumstances that are beyond the scope or control of DBAH.

## **Covered Services**

In exchange for the monthly Membership Fee described below, Members shall be entitled to receive the following services:

- A comprehensive medical and wellness assessment;
- Chronic disease management through advice and counseling;
- Prescribing of medication as and when needed;
- 24/7 access to medical records via online portal;
- secure messaging with Dr. Boxer and team through the Spruce app.

All other services will be considered 'fee for service' and Member will be charged for services as they are incurred.

DBAH does not participate with any healthcare insurance plans and does not submit claims to insurance companies on its Members' behalf.

Patients acknowledge and understand that some conditions will require evaluation in the emergency department of a hospital or other licensed emergency facility); and communication with providers by phone, video, e-mail, text, and other methods as deemed appropriate. All services, tests, and procedures shall be performed when reasonable and necessary in Provider's sole discretion. Additional fees or costs will apply for related medical goods and services, however every effort will be made to keep those fees and costs to a minimum.

## **Non-Covered Services**

The following (non-exhaustive) list of medical services are not covered by the monthly Membership Fee. DBAH will assist Member to obtain any of them, as needed: X-rays, CT scans, ultrasound; outside office blood/other lab tests, even though some samples will be drawn in the office at no charge; the cost of immunizations; Obstetrical care and delivery; Durable medical equipment and supplies (e.g. crutches, wheelchairs, walkers, canes, walking boots, casts, etc.); Prescription medications; and Intravenous, injectable or oral medication.

## **Not a health insurance substitute. Member recognizes that this agreement and the membership described herein is not health insurance or a substitute for health insurance.**

Member acknowledges and agrees that from time to time a Member may require medical services which is beyond the scope of DBAH and this Membership Agreement (e.g. hospitalization, surgeries, specialist consults, etc.). Member understands and acknowledges that DBAH specifically recommends (but does not require) that each Member secure major medical health insurance, a medical cost sharing plan, or some other appropriate form of payment to mitigate the potentially catastrophic financial risks of medical emergencies, injuries and acute and chronic illnesses and diseases.

## **No Federal Funds or Insurance**

Member understands that under no circumstances will DBAH bill Medicare, Medicaid, or any other insurance for Medical services rendered under this Agreement. Member acknowledges and understands that the Member is solely responsible for insuring payment and or seeking reimbursement for any medical services provided by any other entity.

## **Not Medicare Eligible**

Member hereby certifies that Member will notify DBAH within ten (10) business days when Member becomes eligible for, or covered by, Medicare. Member understand and agrees that DBAH will not bill Medicare for any services whatsoever.

## **Default**

Member acknowledges that this Agreement requires the ongoing payment of a monthly Membership Fee. Continuous Membership is dependent on timely payment of this Membership Fee; and Member agrees and acknowledges that Membership Fees that are sixty (60) days past-due will result in the termination of this Membership Agreement and accordingly all services hereunder shall terminate as of the Termination date.

## **Changes In Fees**

The amount of the monthly Membership Fee may be changed from time to time by DBAH with ninety (90) days prior notice. As always, the Member may cancel at any time subject to the termination terms of this Agreement if they are dissatisfied for any reason at all. Membership Fees paid prior to the date of notice of termination are non-refundable.

## **Office Appointments**

Visits are by appointment only, and can be scheduled online, via a brief phone call or text.

## **Communications, Privacy, HIPAA**

We respect and value Member's privacy. DBAH makes every reasonable effort to keep Member's personal information and medical records private and secure, within the bounds of applicable laws. Communication by phone, e-mail, text messaging and via other methods offer great convenience and portability. We must point out and Members must acknowledge however, that such communications are not reliably secure; even with the latest precautions, these communications come with some risk of lost information or privacy.

Member acknowledges that Member has read and understood DBAH's Notice of Privacy Practices, and that Member may access it at any time in their medical record through the Patient Portal.

Member has had time to consider which method(s) of communication Member prefers, and member has made Member's preferences known to DBAH through the "preferred/acceptable modes of communication" portion of the new patient enrollment form. Member understands that e-mail and other electronic forms of communication are not appropriate for emergencies, or other time-sensitive matters, or for communication of highly personal or sensitive information.

**IMPORTANT:** In the event of a medical emergency or situation that Member could reasonably expect to develop into an emergency, the Member agrees to call 911 or promptly seek care in an emergency room. Members should never rely on DBAH to address an emergency medical situation.

## **Hold Harmless**

Member agrees to hold Dr. Boxer and DBAH harmless against any claims of liability or any loss, injury, damages or expenses that occur due to circumstances beyond DBAH's direct control or related to technical failure with the DBAH website, email, or other electronic services, including but not limited to: power outages, faulty cellular, cable, or Wi-Fi service, failure due to internet service provider caused outages, failure to properly address e-mail messages, interception of communications by a third party, or Member's failure to follow DBAH's recommendations regarding electronic communications.

## Entire Agreement

Member agrees that this Agreement represents the entire agreement between the parties. No other oral or written agreements or promises exist between the parties to this Agreement.

## Governing Law

This Agreement will be construed in accordance with and governed by the laws of the State of New Jersey.

## Patient Acknowledgements

- This Agreement is expressly limited to routine primary care services, and is NOT a medical insurance contract.
- Member acknowledges that Member does NOT have an emergency medical problem at this time.
- Member does NOT expect DBAH to file or contest any third party insurance claims on his/her behalf.
- Member is voluntarily enrolling himself/herself (and/or family/dependents or employees, if applicable) as a Member.

By signing this Agreement Member acknowledges he/she has read this Agreement in full and agrees to all of the terms and conditions set forth herein. Member represents they have authority and capacity to enter into and abide by this agreement.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_