



1414 Soquel Ave., Ste. 216
Santa Cruz, CA 95060
Phone (831) 287-5169

Coastside Family Medicine Membership Agreement and Terms of Service

This membership agreement ("Agreement") is made between Anup M. Desai, M.D., Inc., a California Professional Medical Corporation, doing business as Coastside Family Medicine ("the Practice"), and you or you and your dependents ("the Patient").

1. Health Care Services

a. Included Health Care Services:

Your membership includes well and sick care, preventive care, wellness exams, urgent care, and care as determined by the scope of primary care services (also available at www.coastsidefamilymedicine.com). Your membership includes same or next-day appointments. During the term of this Agreement, the Health Care Services provided by Practice may be subject to change by Practice from time to time. Should a Health Care Service not be covered by your membership, you will receive such notice in writing prior to your receipt of the Health Care Service, and it will be reflected in the Itemized Charges.

b. Excluded Health Care Services:

You may need the care of emergency rooms, laboratory testing, pathology studies, prescribed medications, radiologic imaging, specialist consultations or treatment, surgery or other healthcare services that are outside the scope of this Agreement. We highly recommend that you maintain health insurance, which may or may not cover the costs of these services.



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2. Consent to Treat

You acknowledge, consent, and hereby authorize the Practice to carry out your healthcare treatment. 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 had 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.

3. Fees

In exchange for Health Care Services, you agree to pay the Practice

- a) the Monthly Fee and
- b) any additional Itemized Charges (collectively, the "Fees").

To remain financially viable, the Practice must, and does, reserve the right to change its fees at any time with 30 days' notice to you.

a. Monthly Fee. Your Monthly Fee is identified in the chart attached to this Agreement. Your Monthly Fee is billing in arrears. Your Monthly Fee is payable by credit card.

b. Itemized Charges. You will be made aware of the fees for Itemized Charges in advance of the Health Care Services being performed. Payment for Itemized Charges is due at the time services are rendered.



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c. Enrollment Fee: The Practice also charges a one-time registration fee payable with your first monthly payment; however, this may be waived as identified in the chart attached to this Agreement.

All Fees paid are non-refundable. This includes all Fees that may have been paid whether such were paid on a monthly or annual basis.

4. Disclaimer of Non-Insurance

You acknowledge and understand that this Agreement is not a health insurance plan, and is not a substitute for health insurance, and it does not meet any individual health plan mandates. Because this Agreement is not a health insurance plan, it is not subject to health insurance protections provided for by state law. This Agreement is solely for primary care services provided directly to you by the Practice. This Agreement does not cover hospital or specialist services. It is highly recommended that you maintain health insurance for care you may need that is not part of the Health Care Services.

If your health plan is a managed care product like an HMO or a Medi-Cal managed care plan, the plan generally will not cover ancillary services such as labs, imaging, and specialist referrals that the Practice orders. While we are happy to work with you, you understand that these plans often require further workup through your assigned primary care provider in those plans.

5. Non-Participation in Health Insurance

You acknowledge that neither the Practice, nor its Physician, participates in a private health insurance plan or Medi-Cal. Neither the Practice nor its Physician makes any representations regarding third party insurance reimbursement of fees paid under this Agreement, and such



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reimbursement is not anticipated by this Agreement. You agree not to submit any claims to

any third-party payor or any government health care program for Health Care Services rendered by the Practice to you under this Agreement.

6. Termination

Both you and the Practice have the absolute and unconditional right to terminate this Agreement, without cause.

a. While we value your membership, you are under no obligation to continue receiving Health Care Services and you may terminate this Agreement by providing written notice to the Practice.

b. If you choose to terminate this Agreement, please provide your written notice at least 7 days before the end of your billing cycle. If you do not provide at least 7 days' written notice, then your membership will terminate on the last day of the next month following receipt of your notice of termination by the Practice.

c. If the Practice elects to terminate this Agreement, the Practice will provide you with 30 days' written notice, or any such time necessary to transition your care to another provider, in accordance with the laws of the State of California.

d. In certain circumstances, the Practice may choose to immediately terminate this Agreement. Such circumstances may include, but are not limited to:

i. If you miss two (2) consecutive payments of the Monthly Fee.



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ii. Failure to pay the Itemized Charges when they are due.

iii. You are disruptive, abusive, or present an emotional or physical danger to the well-being of the staff or other patients of the Practice.

iv. The Practice discontinues operation.

7. Miscellaneous

Dispute Resolution. The parties shall endeavor to amicably resolve any disputes arising under this Agreement. If such internal resolution is not effective, each party agrees to participate in good faith mediation to resolve the dispute. If mediation is unsuccessful, each party agrees that final disposition of the dispute shall be resolved by binding arbitration and enforced by any court of competent jurisdiction. The provider of arbitration services shall be determined by the Practice. Notwithstanding anything to the contrary, small claims court actions brought by the Practice shall be exempt from the requirements of this provision.

8. Governing Law

This Agreement shall be subject to and governed by the laws of California, without regard to any conflicts of law provisions therein contained and the parties specifically waive all jurisdictional rights under the laws of any other state.

9. Notice to Consumers

Medical doctors are licensed and regulated by the Medical Board of California available by telephone at (800) 633-2322 or online at www.mbc.ca.gov



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10. Severability

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 the Practice is therefore required to refund all or any portion of the Fees paid by you, you agree to pay the Practice an amount equal to the fair market value of the Health Care Services rendered to you during the period of time for which the refunded fees were paid, commensurate with prevailing rates in the Practice area.

11. Valid Payment

You are required to keep a valid form of payment on file with the Practice pursuant to the payment authorization form. If the form of payment provided expires or otherwise becomes invalid, you agree to promptly provide the Practice with updated payment information. You further agree to pay for any costs associated with invalid payments or payment information, including but not limited to insufficient funds or chargeback fees.

12. Waiver



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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 regarding a breach shall be construed as a waiver of that breach.

13. Your Medical Information

Your privacy is very important to the Practice, and you control the use of your personal information. The Practice has put safeguards in place to make sure your medical information is protected and safe to maintain its confidentiality.

The Practice seeks to work together with you to give you the best health care possible. Having access to your medical information will help the Practice give you the best possible care because he/she will have the most up-to-date information about your health. Therefore, as allowed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and to help the Practice give you the right care, in the right place and at the right time, your health plan and its contractors and agents (Health Plan) may electronically share with the Practice your health-related information (including your "protected health information" as defined by HIPAA). Such shared health-related information may include things like visits to the doctor or hospital, medical conditions, current and past prescriptions, biometric data (height, weight, body fat percentage, etc.) and other health status-related information.

14. Digital Communications Risks and Conditions

The Practice offers members the ability to send and receive emails and texts to and from the Practice. While the Practice takes many precautions to protect your information and the security of the emails and texts it sends, there are still risks.



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Risks:

Transmitting patient information by email or text has risks. These risks include but are not limited to the following:

- Email and texts can be circulated, forwarded, stored electronically and on paper, and broadcast to unintended recipients.
- Email and text senders can readily misaddress an email or text.
- Email and texts can be intercepted, altered, forwarded, or used without authorization or detection.
- Emails and texts may not be secure, and therefore it is possible that the confidentiality of such communications may be breached by a third party.
- Email and text service providers may have access to your emails and texts.

Conditions:

The Practice is not liable for improper disclosure of confidential information that is not caused by the Practice's misconduct. You must acknowledge and consent to the following conditions:

- Email and text are not appropriate, nor should they be used for urgent or emergency situations. Please call 911 in the event of a medical emergency.
- Per your request, the Practice may send emails or texts to you as necessary for your diagnosis, treatment, billing, eligibility and other handling. You should not use email or text for sensitive communications (e.g., AIDS/HIV, mental health, developmental disability, or substance abuse).
- You are responsible for informing the Practice, in writing, if you want to cease or limit email or text communications with the Practice. You may do so at any time without reason or explanation.



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- You are responsible for protecting your email account or telephone password or other means of access to your email or text. The Practice is not liable for breaches of confidentiality involving your email or telephone accounts that are caused by you or any third party.

Recommendations:

If you wish to send and receive emails or texts from the Practice regarding your care and treatment, you:

- Should limit or avoid use of public computers and public networks.
- Should promptly inform the Practice of changes in your email address or telephone number.
- Before sending emails or texts containing personal health information to the Practice, you should:
 - Ensure the email or text is addressed to the intended recipient.
 - List the key topic in the email subject line.
 - Put your name in the body of the email or text.
 - Take precautions to preserve the confidentiality of your emails or texts. Once the Practice sends an email or text from its network, it has no control over its confidentiality or security.

By signing this Agreement, you acknowledge that you have received and read the above information. In addition, you agree to any instructions that the Practice may impose regarding the sending and receipt of email or text communications containing patient information.



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Monthly Fee Schedule

Age	Monthly Fee
Under 18	\$100
18-49	\$100
50-64	\$100

By subscribing to this service, you acknowledge that you have read and understood the Terms of Service and agree to be bound by them. You may not use the service unless you agree to the Terms of Service.

HIPAA Information and Consent Form

The Health Insurance Portability and Accountability Act (HIPAA) provides safeguards to protect your privacy.

Implementation of HIPAA requirements officially began on April 14, 2003. Many of the policies have been our practice for years. This form is a “friendly” version. A more complete text is posted in the office. What this is all about: Specifically, there are rules and restrictions on who may see or be notified of your Protected Health Information (PHI). These restrictions do not include the normal interchange of information necessary to provide you with office services. HIPAA provides certain rights and protections to you as the patient. We balance these needs with our goal of providing you the quality professional service and care. Additional information is available from the U.S. Department of Health and Human Services. www.hhs.gov

We adopted the following policies:

1. Patient information will be kept confidential except as is necessary to provide services or to ensure that all administrative matters related to your care are handled appropriately. This specifically includes the sharing of information with other healthcare providers, laboratories, health insurance payers as is necessary and appropriate for your care. Patient files may be stored in open file racks and will not contain any coding which identifies a patient's condition or information which is not already a matter of public record. The normal course of providing care means that such records may be left, at least temporarily, in administrative areas such as the front office, examination room, etc. Those records will not be available to persons other than office staff. You agree to the normal procedures utilized within the office for the handling of charts, patient records, PHI and other documents or information.
2. It is the policy of this office to remind patients of their appointments. We may do this by telephone, e-mail, U.S. mail, or by any means convenient for the practice and/or as requested by you. We may send you other communications informing you of changes to office policy and new technology that you might find valuable or informative.
3. The practice utilizes a number of vendors in the conduct of business. These vendors may have access to PHI but must agree to abide by the confidentiality rules of HIPAA.
4. You understand and agree to inspections of the office and review of documents which may include PHI by government agencies or insurance payers in normal performance of their duties.
5. You agree to bring any concerns or complaints regarding privacy to the attention of the office manager or the

doctor.

6. Your confidential information will not be used for the purposes of marketing or advertising of products, goods or services.

7. We agree to provide patients with access to their records in accordance with state and federal laws.

8. We may change, add, delete, or modify any of these provisions to better serve the needs of both the practice and the patient.

9. You have the right to request restrictions in the use of your protected health information and to request change

in certain policies used within the office concerning your PHI. However, we are not obligated to alter internal

policies to conform to your request.

By agreeing to the Terms of Service, I also do hereby consent and acknowledge my agreement to the terms set forth in the HIPAA INFORMATION FORM and any subsequent changes in office policy. I understand that this consent shall remain in force from this time forward.

APPLICABLE ONLY IF YOU ARE PARTICIPATING IN MEDICARE



Anup Desai, MD
1414 Soquel avenue
Santa Cruz, CA 95062
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Private Contract

This agreement is between Anup Desai, M.D. (“The Physician”), whose principal place of business is 1414 Soquel Avenue, ste 216, Santa Cruz, CA 95062, and “The Patient”

“The Patient” is a Medicare Part B beneficiary seeking services covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997. “The Physician” has informed “The Patient” or his/her legal representative that “The Physician” has opted out of the Medicare program effective on December 21, 2023 for a period of at least two years, to expire on December 21, 2025. “The Physician” is not excluded from participating in Medicare Part B under [1128] 1128, [1156] 1156, or [1892] 1892 of the Social Security Act.

“The Patient” or his/her legal representative agrees, understands and expressly acknowledges the following:

“The Patient” or his/her legal representative accepts full responsibility for payment of the physician’s charge for all services furnished by the physician.

“The Patient” or his/her legal representative understands that Medicare limits do not apply to what the physician may charge for items or services furnished by the physician.

“The Patient” or his/her legal representative agrees not to submit a claim to Medicare or to ask the physician to submit a claim to Medicare.

“The Patient” or his/her legal representative understands that Medicare payment will not be made for any items or services furnished by the physician that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.

“The Patient” or his/her legal representative enters into this contract with the knowledge that he/she has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and the beneficiary is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other physicians or practitioners who have not opted out.

“The Patient” or his/her legal representative understands that Medi-Gap plans do not, and that other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.

“The Patient” or his/her legal representative acknowledges that the beneficiary is not currently in an emergency or urgent health care situation.

“The Patient” or his/her legal representative acknowledges that a copy of this contract has been made available to him/her.

By agreeing to the Terms of Service, you also acknowledge that COASTSIDE FAMILY MEDICINE has opted out of Medicare.