

Club Caduceus Program

Terms of Service

The following terms and conditions are related to the Club Program Services offered through Caduceus Medical Systems, LLC (COMPANY) as administrative and support services through its administrative team of "HEALTH HOSTS" to assist its members with care coordination and other administrative services that support a members health care needs and communications with their health care provider. These services are offered on behalf of Caduceus Medical Group and its professional staff (PRACTICE). Collectively herein referred to as the "party or parties".

As part of the Caduceus Club, you and your family (as applicable) are agreeing to the terms and conditions as outlined in this Agreement and by reference all participants in the Club program are referred to as "Members" (MEMBERS)

COMPANY shall offer these administrative services (the "Program Services"), which include but is not limited to:

Program Services

- Personal Health Host with dedicated direct phone number
- 24/7 Access to Care
- Exclusive Appointment Availability
- On-site administrative services to perform lab draws
- Longer Appointments
- Insurance Advocate

Types of Membership Plans

- **Individual** – Designed for a single individual that has been approved as a member
- **Couple** - Designed for married couple or domestic partnership
- **Family** – Designed for up to 4 family members living in the same household
- **Family +** - Designed for 5 or more family members living in the same household
- **Loyalty** - Designed for patients that have had at least 10 office visits in the past 10 years

Membership Fees and Payments

The Membership Fee for the Program Services is an annual fee which is due and payable at the time of enrollment. At the anniversary date of your enrollment, the annual fee shall be charged to your account and payment processed. In the event a member terminates their membership and later wishes to re-enroll, a Reinstatement Fee may apply. Membership fees, renewal fees, and reinstatement fees are outlined in the Financial Services Agreement signed by you at the time of enrollment.

Health Care Services Excluded from Membership Fee

The Membership Fee covers the cost of the Program Services listed above. However, Membership Fees do not include health care services that are routinely covered by your Health Insurance. COMPANY does not make any representations whatsoever that any membership fees paid under this Agreement are covered by Patient's Health Insurance or other third party payment plans as may be applicable. Nothing in this Agreement supersedes or modifies the Terms or Conditions of coverage for your health insurance. For services not covered by your health plan, you are financially responsible.

Insurance or other Medical Coverage

You acknowledge and understand that this Agreement is not an insurance plan and is not a substitute for health insurance or other health plan coverage. Further, you agree that the COMPANY has advised that

you obtain and maintain the health insurance policy or plans that you have determined to best meet your ongoing healthcare costs. For services not covered by your health plan, you are financially responsible to pay these costs at the date and time they are provided to you.

Communications

As a MEMBER, (you/family) authorize the COMPANY, and PRACTICE Staff and it's designees, to communicate with MEMBER by Electronic Communication via your PRACTICE Patient Portal regarding personal health information ("PHI" as defined in the Health Insurance Portability and Accountability Act of 1996). Unless otherwise directed by you in writing to limit or restrict any communication of PHI, you may submit a request through your email account, phone and/or text to your HEALTH HOST. In the event your request includes medical information, test results and non-urgent health care needs you will have access to this information on your Patient Portal and to the extent available and only with your permission, this information may be sent to you via An E-mail response by the COMPANY HEALTH HOST. Response times by email will typically be within 24 hours and no later than within 2 business days. Electronic Communication includes but is not limited to e-mail, text (SMS, MMS, Instant Messaging) and audio or video conference or chat. You acknowledge and agree that:

- (a) Electronic Communication may not be a secure medium for sending or receiving PHI;
- (b) Although PRACTICE physicians and staff will make reasonable efforts to keep Electronic Communication with Patient confidential and secure, Patient understands that Caduceus cannot assure or guarantee the confidentiality of Electronic Communication when Patient requests such information separate from their Patient Portal access;
- (c) At the discretion of the PRACTICE/Physician, Electronic Communication may be made a part of MEMBERS permanent medical record;
- (d) MEMBER will not use Electronic Communication for communications regarding emergency and/or urgent medical problems, or any other time-sensitive issues. In the event of an emergency, or a situation in which the MEMBER could reasonably expect to develop into an emergency, Patient shall call 911 or proceed to the nearest emergency facility and follow the directions of emergency personnel.
- (e) MEMBER will not use Electronic Communication for communications regarding sensitive personal information. In such cases, MEMBER will call their HEALTH HOSTS designated phone number.
- (f) If MEMBER does not receive a response to Patient's Electronic Communication message within the time frame specified in the Agreement (typically one business day, unless MEMBER indicates in the Electronic Communication that longer or shorter time frame is desired), MEMBER will use another means of communication to contact their HEALTH HOST.
- (g) Neither Physician nor any of PRACTICE's Agents, consultants or representatives will be liable to MEMBER for any loss, damage, cost, injury or expense caused by , or resulting from: (1) a delay in response to MEMBER due to technical failures, including, but not limited to, technical failures attributable to internet service provider, power outages, failure of electronic messaging software, failure by PRACTICE Physician, or any of PRACTICE's agents, consultants or representatives to properly address Electronic Communication messages, failure of computers or computer network, or faulty telephone or cable data transmission; (2) any interception of Electronic Communication by a third party; or (3) MEMBER's failure to comply with the guidelines regarding use of Electronic Communication set forth in this section.

Independent Medical Judgement

Notwithstanding anything to the contrary contained in this Agreement, PRACTICE/Physician retains full and free discretion to exercise their best professional medical judgement on behalf of MEMBER with

respect to medical services rendered to MEMBER. Nothing in this Agreement shall be deemed or construed to be the practice of medicine, nor to influence, limit or effect a PRACTICE/Physician's independent medical judgment with respect to provision of medical services to MEMBER.

Terms of Usage

COMPANY may designate, from time to time, certain Terms of Usage for MEMBER as a supplement to this Agreement by providing written notice to MEMBER of such terms. In the event COMPANY constructs any new Terms of Usage, such Terms of Usage shall have control over any conflicting terms in this Agreement.

Change of Law

If there is a change in any state or federal law, regulation, rule or interpretation thereof which affects this Agreement or the activities of either party under this Agreement, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights for obligations under this Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of this Agreement within thirty (30) days after the date of the notice seeking renegotiation, then either party may terminate this Agreement by written notice to the other party; in such case MEMBER will be entitled to a refund of the prorated portion of the Membership Fee paid by the MEMBER for the year less any administrative fees or expenses incurred on by COMPANY through such termination date.

Severability

If any provision of the Agreement is declared invalid or illegal for any reason whatsoever, the remaining terms and provisions of the Agreement will remain in full force and effect in the same manner as if the invalid or illegal provisions had not been contained herein.

Code of Conduct

We ask our MEMBERS to follow the PRACTICE's Patient Code of Conduct in support of the Doctor/Patient relationship. Violations of this code may result in dismissal from the Club and/or Practice.

1. MEMBER will comply with the medical plan set forth by their physician to the best of their ability.
2. Any illegal activity in the PRACTICES offices, including theft, illegal drugs and computer hacking are prohibited.
3. Any actions that may invade anyone's privacy without their knowledge and consent are prohibited.
4. Display of a hostile attitude that may include profanity, degrading comments or intimidating language is prohibited.
5. Threatening behavior or statements, stalking, or any activity that would defame an individual or group based on age, gender, disability, ethnicity, sexual orientation, race or religion is prohibited.
6. Coming to the PRACTICE's campus while intoxicated or under the influence of illegal or recreation drugs is prohibited.
7. Smoking while in PRACTICE offices is prohibited.
8. Any action that may harm or disrupt the operations of the medical offices is prohibited.
9. Malicious actions taken by a MEMBER that result in interference with the PRACTICE physician's ability to pursue a livelihood or allowing PRACTICE to operate their business is prohibited.
10. Bribes or gifts designed to induce the PRACTICE staff or physicians to circumvent COMPANY OR PRACTICE's policy is prohibited.

Term and Termination

Unless earlier terminated as set forth below, the initial term of the Agreement shall be for one year, commencing on the Effective Date (the "Initial Year"). Thereafter, the Agreement will be automatically renew for successive one-year periods (each, a "Renewal Year"). Either party may decline to renew the Agreement upon the written notification to the other party no less than 30 days prior to the expiration of the Initial Year or the Renewal Year, as applicable. The Agreement may be terminated as follows:

- (a) MEMBER may terminate this Agreement at any time upon thirty (30) days prior written notice to the COMPANY. MEMBER will be entitled to a refund of Membership Fee or portion thereof, provided in Section (c)(iii) below.
- (b) MEMBER may terminate this Agreement immediately upon their inability to travel to the PRACTICE for health reasons and/or the MEMBER moves to a new locality outside of the PRACTICE area.
- (c) COMPANY may terminate this Agreement, at any time, upon:
 - (i) The occurrence of MEMBER's breach of this Agreement if such breach is not cured within 10 days; or
 - (ii) MEMBER having an outstanding balance of \$100 or greater on their PRACTICE account if not paid within 10 days after requested to do so; or
 - (iii) 30 Days Prior written notice to MEMBER, with or without cause, related to patient-physician relationship or any other non-contract related issue; in such case MEMBER will be entitled to a refund of a prorated portion of the Membership Fee paid by the MEMBER for the year, less any administrative fees or expenses incurred on by Company through such termination date.
- (d) This Agreement automatically terminates upon the death or dissolution of the other Party.

Notice

Any communication required or permitted to be sent under the Agreement (other than communications referenced in Communications section relating to Patient's PHI) will be in writing and sent via facsimile, recognized overnight courier or certified mail, return receipt requested, to the addresses set forth below:

If to MEMBER: _____

If to COMPANY: Caduceus Medical Services, LLC
18200 Yorba Linda Blvd., Suite 111
Yorba Linda, CA 92886
Fax: (714) 572-2562

Any change in address will be communicated to the Parties in accordance with the provisions of Notice Section.

Amendment

The Agreement contains the entire agreement of the parties and supersedes all prior agreements and understandings between the parties regarding the subject matter hereof. The Agreement may only be amended by a written agreement signed by the Parties. Notwithstanding the foregoing, the COMPANY/

PRACTICE may amend this Agreement to the extent required by federal, state or local law, rule or regulation by sending MEMBER thirty (30) days advanced written notice or any such change. Any such changes are incorporated by reference into this Agreement without the need for signature the parties and are effective as of the date established by the COMPANY/PRACTICE except that the MEMBER shall initial any such change at COMPANY's request.

Assignment

MEMBER may not assign the Agreement to another individual. COMPANY reserves the sole right to assign this agreement to its affiliate or successor of interest.

Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes all prior oral or written understandings and agreements related to Club program services offered by COMPANY. Upon signature to this Agreement, you understand and agree to be bound by these terms and conditions and those specified in the Financial Agreement.