

Dear prospective patient,

We appreciate your interest in pursuing your health with us. I started this integrative medical practice intending to take exceptional care of my patients in a manner that is rare nowadays. I hoped traditional insurance/Medicare reimbursement would adequately compensate this style of medicine. But it does not. Our integrative approach enables a more thorough and personalized disease prevention and wellness plan to be designed for you to achieve and maintain your optimal *health, vitality and longevity*. Unfortunately, traditional medical reimbursement does not sufficiently fund the type of personal medicine I want to deliver. This is why the national average office visit is only 7-10 minutes. I do not wish to deliver suboptimal care to conform to current reimbursement structures. As such, I have implemented a subscription model to align reimbursement with our unique medical offerings.

Providing tangible, meaningful and valuable health care is our goal. We deliver general family medicine, IV nutrition, osteopathic manipulation, homeopathy, bio-identical hormone therapy, herbal and vitamin therapy, highly useful labs, and other services. Our goals also include short waiting room times, plenty of time spent with the doctor, relaxing ambience, quick appointments for established patients, on-site access to supplements, and convenient in-office lab draws. We facilitate extremely comprehensive labs as needed that are of tremendous value.

Delivering this level of personal care and wellness solution offerings requires that we limit the number of patients we can serve. Insurance and Medicare reimbursement, however, are designed to provide relatively modest fees for numerous interventions. This mandates a large patient pool with abbreviated patient interactions. Reimbursement has decreased over the years while costs have increased, and now only cover “medically necessary” treatment. Integrative/holistic treatments are typically not covered. Furthermore, after-hours communications primarily involved in reducing anxiety, or educating patients with science-based guidance are *not* covered.

We believe that extraordinary personal wellness beyond what insurance plans or Medicare can or will cover is made possible with patient subscriptions funding the delivery of these services. Therefore, we have implemented a practice subscription fee at the following rates:

- Individual or second member of a family: \$1,800 due annually, **or** \$150 due on the 1st of each month.
- 3rd or subsequent member of a family: \$900 due annually, **or** \$75 due on the 1st of each month. This family discount applies to parents and children 25 years or younger living in the same household.

Please consider that while some Health Savings Accounts or Flexible Spending Accounts may not cover monthly subscription fees, some do when the fee is paid annually.

Our subscription is quite modest when compared to what most folks pay for a daily cup of Starbucks coffee, or cable television, or cell phone monthly subscription fees. We hope you prioritize this investment in your health. We priced the annual subscription fee to be fair, especially considering that the local average concierge/retainer practices are charging \$1,800-\$2,500 annually and almost all of these practices do not deliver the integrative/holistic and personal solutions that we offer.

This subscription fee covers services that are not covered by your insurance or Medicare: time spent during office visits beyond what is deemed “medically necessary,” e-mails and telephone calls related to patient education, prescription changes handled outside of an office visit, forms assistance, health coaching, regular e-mailed health newsletter or blogs, and on-site supplements. On an as-needed basis, we may also offer in-office comprehensive ultrasound screening for heart and vascular abnormalities as part of our prevention emphasis (*we want to catch problems early, before disease onset*).

You will be given my cell phone to be used in urgent after-hour situations. Emergencies always require you to call 911 or visit your nearest Emergency Room. I will continue to be on-call 24-7 with the exception of when I am at a medical conference or on vacation when a capable physician will cover for me. In order to deliver this version of highly personal care, our medical practice will be limited to no more than 500 subscribing patients. Average medical practices have 2,500 patients which makes you just one of very many faces, and forces physicians to practice *reactive* care (sick care) instead of *proactive* care (preventive and wellness care).

With our country’s inefficient health care system and reimbursement structure that rewards *reactive* care (sick care) but not *proactive* (wellness care), the subscription fee enables us to provide you the exceptional integrative care you deserve. Through this practice model, we commit to taking the time and resources needed to optimize your health.

Please know that I will treasure being a part of your life’s journey and I hope with all my heart to work with you in our quest toward optimal health.

To Health!

Yoshi Rahm, D.O.

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OASIS FAMILY MEDICINE INC.
Yoshi Rahm, D.O.

Patient Agreement

Patient consent for Treatment

Patient authorizes Dr. Yoshi Rahm, D.O. to provide Patient with medical services. Dr. Rahm and his Oasis Family Medicine Inc. medical practice (“Medical Practice”) offer the following subscription amenities not covered by Patient’s Medicare:

- Holistic/integrative health consults, tests, and services beyond any applicable Medicare Health Insurance Plan (“Medicare”) both in scope and frequency, and regardless of apparent initial condition. In other words, we engage in proactive testing and analysis before a medical condition arises, and before a diagnosis, with integrative/alternative medical approaches not reimbursed by Medicare coverage;
- Online/telehealth/e-health services beyond Medicare coverage and communication options for Patient education to ease Patient anxiety, to provide science-based comprehension of medical conditions and options, and to help the Patient support self-care behavior modifications to improve health;
- After-hours telephone and electronic communication evaluation and management to provide ongoing educational communication support, but specifically excluding electronic communication related to office visit scheduling, or following-up on an office visit, or telehealth services covered by Medicare or based on emergent medical needs;
- Medical services delivered via an electronic communication portal while Patient is traveling outside the US;
- Periodic health/wellness educational newsletters, blogs, or videos;
- Access to specialty laboratory test kits on site;
- Access to supplements on site with related guidance.

All of the above are collectively our Medical Practice “Amenities” covered and compensated by our annual fee. In no event shall our annual fee cover or pay for any medical services covered by Medicare. Patient must never submit to Medicare or Health Insurance Plan a request for reimbursement for the Medical Practice annual fee.

In no event shall “Amenities” be deemed to include “access” to Medical Practice, abbreviated scheduling or extended office visits, “care coordination” with other physicians, emergency medical services, or “24/7” communication access (other than as specified above). The delivery of any of these amenities may potentially occur incidentally and all medical services covered by Medicare shall be billed to Medicare.

Payment Assignment and Financial Responsibility

Payment is due upon receipt of services at Medical Practice for those without a Medicare health insurance plan.

For those with Medicare, patient authorizes Patient’s Medicare benefits to be paid directly to Medical Practice. Patient agrees to pay any required co-payments at the time of service. Patient also understands that Patient is responsible for payment of any required co-insurance or any services not covered by Patient’s Medicare.

Annual Medical Practice Subscription Fee

The annual fee for Amenities is as follows:

- Individual or 2nd member of a family: \$1,800 due annually, or \$150 due on the 1st of each month.
- 3rd or subsequent member of a family: \$900 due annually, or \$75 due on the 1st of each month. This family discount applies to current patient's children who are 25 years or younger living in the same household.

Medical Practice participation is personal to each individual accepted into the Medical Practice, and may not be assigned. The Medical Practice reserves the right to adjust any fees on an annual basis. Either party may terminate participation in the Medical Practice with thirty (30) days written notice and any portion of the Medical Practice annual fee paid by Patient and unearned shall be refunded to Patient, while a monthly payment will be stopped on the following 1st of the month. The Medical Practice may terminate this Agreement at any time should Patient fail to timely pay the annual fee or statements for health care services provided, or violate Medical Practice policies or instructions communicated to Patient.

Subscription participation in the Medical Practice is limited to a select number of participants to preserve and retain the personal private character of health care services provided, and Patient's annual renewal is in the sole discretion of the Medical Practice. The Medical Practice reserves the right to decline to renew any annual enrollment.

Payment Options

The Medical Practice has several payment options for Patient's convenience:

For payment in full, the payment options are by personal check (made payable to Oasis Family Medicine Inc.), credit card, or debit card. For payment by installment, a credit card or debit card is required and an automatic charge will be made at the agreed-upon interval.

Medical Practice does **require a valid credit card to be kept on file at all times**. The Patient agrees to fill out a separate **"Credit Card Authorization" form that authorizes Medical Practice to charge any annual or monthly subscription fees, missed appointments, co-payments, co-insurance or overdue bills, as well as any other charge incurred at the Medical Practice** on the referenced credit card until such authorization is revoked by Patient or this Patient Agreement is terminated. Patient may elect to authorize additional billing fees for professional services from the above-referenced credit card.

The credit card or debit card information will be stored in a secure HIPAA compliant manner.

Some health care services provided by the Medical Practice may not be covered by Medicare. Patient will be solely financially responsible for those charges. If Medical Practice is a Medicare provider, the Medical Practice will bill Patient's Medicare for health care services provided by the Medical Practice physician or staff that are covered by Medicare. Patient will be financially responsible for all co-payments, co-insurance and deductible amounts under Patient's Medicare. Patient's insurance will be billed immediately upon service and credit card charged within ninety (90) days of such billing for (1) any fees not collected at the time of health care service; 2) co-insurance and deductibles for Medical Practice health care services provided; and 3) charges for health care services provided not covered by Patient's Medicare. If the Medical Practice is out-of-network for Patient's Health Insurance Plan, the Medical Practice will provide Patient a billing document (i.e. a "superbill") outlining medical services provided to Patient that Patient may submit to Patient's Health Insurance Plan. In no event, however, may Patient submit any portion of the annual Medical Practice subscription fee to Medicare or Health Insurance Plan.

The Medical Practice annual fee is a fee charged for Patient to secure certain administrative and communications subscription amenities, and amenities not covered by Medicare. Patient shall be financially responsible for all Medical Practice physician services charges not covered by the annual fee. Under no circumstances shall the Medical Practice charge Patient personally for any health care services covered by Medicare.

Patient's enrollment and participation in the Medical Practice shall be completed with the execution of this Agreement by each patient and responsible party. This Agreement shall be governed by the laws of the State of California without application of choice-of-law principles. This Agreement replaces and supersedes all prior agreements between Patient and the Medical Practice or Dr. Rahm. This Agreement may not be modified absent a writing signed by Patient and an authorized representative of the Medical Practice. If any term of this Agreement is deemed invalid or in violation of any superseding law or policy, the remaining terms of this Agreement shall remain in full force and effect.

Signature of Patient/Legal Guardian/Legal Representative

Date

Print Patient's Name

Patient's Date of Birth

Print Name of Legal Guardian

Relationship to Patient

This notice was first published and became effective on September 15, 2011.
This notice was revised on August 1, 2013.
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