

Membership Agreement 2018

☐ NEW MEMBER or ☐ Renewal effective date: _____

This CONCIERGE MEDICAL PRACTICE MEMBERSHIP AGREEMENT ("**Agreement**") is entered into by and between:

The undersigned **Program Member** (or "**You**"), and

Igor Huzicka, M.D., d/b/a Foundation for Better Healthcare, a Colorado company, ("**Dr Huzicka**").

The Program Member and Dr Huzicka are hereinafter referred to as "**the Parties**".

In consideration of the mutual promises and undertakings set forth below and for other valuable consideration, receipt and sufficiency of which are hereby acknowledged by the Parties, and intending to be legally bound, the Parties hereby mutually agree, as follows:

1. Program Member Information.

Program Member represents and warrants that his/her information set forth below is accurate and complete, and agrees to promptly notify Dr Huzicka of any changes.

Member Name		Date of Birth	E-mail Address	
Mobile Phone (required)	Home Phone		Day-time Phone	
Mailing address – Street (± suite or apartment number)		City	State	ZIP

2. Terms of Service; Program Services. The Terms and Conditions of Service attached hereto (the "**Terms**") are incorporated herein and made a part of this Agreement. The Parties have read and agree to fully comply with the Terms. In consideration of the Membership Fee, Dr Huzicka agrees to provide Program Member with the following service amenities (the "**Program Services**"):

- i. **Panel limits.** In order to allow ample time and availability to provide care for Program Members, Dr Huzicka will limit the size of its Membership Program member panel to approximately 400 patients.
- ii. **Urgent Care appointments.** Each Program Member is **guaranteed an appointment** for an urgent medical matter **within one business day**. Same day appointments may be available depending on the office schedule.
- iii. **Extended patient appointments.** Each appointment will last at least 30 minutes or longer in order to facilitate thorough counseling and education.
- iv. **Communication enhancements.** Program Members will be able to communicate with Dr Huzicka via **email** regarding test results or any other non-urgent medical issues. Email response will typically be within 24 hours and no later than within 2 business days.
- v. **Telephone consultations.** Program Members will be allowed **one telephone consultation per month** to discuss minor medical issues, such as cold, bronchitis, sinusitis, back pain, diarrhea, or suspected urinary tract infection **without requiring an office visit**. Dr Huzicka or a designated on-call provider reserves the right to decide, upon hearing Program Member's complaint and reviewing his/her medical history, whether telephone management is medically sound and appropriate, or if personal evaluation in the office or by emergency services (Urgent Care, ER) is necessary.
- vi. **Enhanced preventive examination.** Each member will receive a comprehensive preventive examination lasting 60 minutes which exceeds the requirements of the United States Preventive Services Task Force.
- vii. **Personal health coaching.** Limited patient panel and improved scheduling availability will allow Dr Huzicka to spend enough time with each Program Member to fully discuss complicated health problems (e.g. diabetes, heart failure, obesity) from a holistic perspective, without requiring a referral to specialists. (Of course, we will facilitate specialist referrals for problems outside of Dr Huzicka's scope of practice, or if Program Member desires to be seen by a specialist.)
- viii. **Expedited prescription refills and prior authorizations.** Prior authorizations for diagnostic tests and medications will be processed in an expedited fashion, *within 2 business days. Prescription refills will be called in to the pharmacy within one business day.*
- ix. **Administrative assistance.** Fees for medical certificates and form completion will be waived.
- x. **Office visit copay waived.** Unless prohibited by your health insurance plan, we will waive collection of copay for office visit.

3. Service Location; Contact Information. (PLEASE NOTE OFFICE LOCATION CHANGE EFFECTIVE January 16, 2018)

All services requiring physical contact between Program Member and Dr Huzicka will be provided at the following location:

First Internal Medicine
5950 South Willow Drive, Suite 212
Greenwood Village, CO 80111

For non-urgent matters, Program Members can contact Dr Huzicka via patient portal at **www.denvermd.net** or via email **igorhuzicka@denvermd.net**. For urgent medical matters, Program Members shall contact Dr Huzicka's office at **303-799-1443**. After regular business hours (M-T 9am-5pm, F 9am-3pm), Program Members shall contact Dr Huzicka or an on-call physician at **303-799-1443 using option 7** which is a dedicated Member's hotline.

4. Membership Fee. The Membership fee for the Program Services is \$1,100 per year which is due and payable in full upon enrollment or annual renewal. Quarterly installment plans have been discontinued for 2018.

5. Health Care Services Excluded from Membership Fee. The Membership Fee covers the cost of the service amenities (Program Services). The Membership Fee **does not cover the cost of any health care services covered by health insurance**. All health care services will be provided to you by Igor Huzicka, MD or Tamara Murphy, PA-C under First Internal Medicine. Nothing in this Agreement supersedes or modifies the terms or conditions of any agreements related to your health insurance. First Internal Medicine will bill your health insurance carrier for all health care services covered by such insurance. You are financially responsible for any health care services you receive that are not covered by your insurance.

Program Member represents and warrants that his/her health insurance information set forth below is accurate and complete, and agrees to promptly notify First Internal Medicine of any changes.

PRIMARY INSURANCE	OTHER (SECONDARY) INSURANCE
Company Name	Company Name
Name of Insured	Name of Insured
Identification Number	Identification Number
Group Number (if applicable)	Group Number (if applicable)
Insurance Company Customer Service Phone Number	Insurance Company Customer Service Phone Number

6. Co-payments, Deductible, Co-insurance and Non-Covered Services. Medicare and private insurance companies require First Internal Medicine to collect from patients all applicable charges for health care services that are your (patient) responsibility according to your health plan agreement; these are listed as such on the Explanation of Benefits (EOB). Therefore, you will be financially responsible for the following charges, which are not part of the Membership Fee:

- Co-insurance and/or deductibles for any health care services received;
- Charges for health care services not covered by health insurance for any reason;
- Co-payments if we are unable to waive them due to your health plan legal requirements (specifically Medicare).

7. Payment Authorization; Execution.

In order for this Agreement to become effective, please return a signed copy of the Agreement along with the payment (please choose one):

- ☐ Check for the amount of \$1,100 payable to "Foundation for Better Healthcare" is attached; or
- ☐ Please charge the annual Membership Fee of \$1,100 to the following credit / debit / HSA account card

Card Number	Expiration (MM/YY)
Cardholder's Name as Printed on the Credit Card	Verification code
Billing address if different from the mailing address listed above	

Program Member Signature

Date: _____

Igor Huzicka, M.D., dba Foundation for Better Healthcare

Date: _____

Please mail the signed Agreement and payment to:

Foundation for Better Healthcare
c/o First Internal Medicine
5950 South Willow Drive, Suite 212
Greenwood Village, CO 80111

Foundation for Better Healthcare
Igor Huzicka, M.D.

**Membership and Personal VIP Care Programs
Terms and Conditions of Service**

1. BACKGROUND. Dr Huzicka is the physician practicing at First Internal Medicine, Prof. LLC who separately operates concierge medical practice as Foundation for Better Healthcare to provide certain professional medical services as well as certain additional services, enhancements and amenities known as Membership Program (the "**Program**") to the patients of First Internal Medicine who have subscribed to and enrolled in the Program ("**Program Member**").

Program Members, in order to receive services described in the Membership Agreement, subscribe to and enroll in the Membership Program on the terms and conditions set forth in these Terms of Service (the "**Terms**") which together with the accompanying Membership Agreement constitute the entire "**Agreement**".

In order to induce each other to enter into the Agreement, in consideration of the mutual promises and undertakings set forth in the Membership Agreement and these Terms and for other valuable consideration, receipt and sufficiency of which are hereby acknowledged by the Parties, and intending to be legally bound, the Parties hereby mutually agree as follows:

2. PROGRAM SERVICES

(a) Dr Huzicka, under Membership Program, agrees to provide to Program Member certain enhancements and amenities to professional medical services ("**Program Services**") described in detail in the Membership or Personal VIP Care Agreement. Upon prior written notice to Program Member, Program Services may be amended or modified as reasonably necessary, or they may become subject to additional fees and/or terms and conditions.

(b) **Program Member acknowledges that the Program Services are services that are not covered services under any insurance contract to which Program Member may be a party, including, without limitation, Medicare, and they are not reimbursable by Program Member's insurer, health plan or any governmental entity, including Medicare. Program Member agrees to bear sole financial responsibility for the Membership Fee and agrees not to submit to Program Member's insurer, health plan or governmental entity any bill, invoice or claim for payment or reimbursement of such Membership Fee.**

(c) First Internal Medicine, Prof. LLC may separately charge Program Member's insurer, health plan or governmental entity for all medically necessary medical, clinical, diagnostic or therapeutic services rendered to Program Member which are not included in the Program Services, and Program Member may seek payment or reimbursement from Program Member's insurer or health plan for any such service to the extent covered by Program Member's insurer, health plan or governmental entity.

(d) Program Member understands agrees and covenants that this Agreement is a service contract, and not a contract for insurance.

3. DESIGNATED PHYSICIAN. Program Services will be personally provided by Dr Huzicka to Program Member in accordance with the Agreement. Program Member understands and acknowledges that Dr Huzicka may not be available from time to time and may designate, on a temporary basis during his unavailability, an equally qualified covering physician or other licensed medical professional who will be allowed access to Program Member's medical history and course of care to attend to Program Member's medical care needs. Program Member may designate certified

physician assistant Tamara Murphy, PA-C as their primary clinician if they desire so.

4. TERM. Unless earlier terminated as set forth in Section 7 below, the initial term of the Agreement shall be for one year, commencing on the effective date of the Membership Agreement (the "Effective Date") and terminating on the day following the first anniversary of the Effective Date (the "Initial Year"). Thereafter, the Agreement may be renewed by Program Member 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 not less than 30 days prior to the expiration of the Initial Year or the Renewal Year, as applicable.

5. MEMBERSHIP FEE. Program Member agrees to and shall pay the Membership Fee as provided in the Agreement. Unless the Agreement is not renewed, as provided in Section 4 above, the Program Member will be billed for the Membership Fee for each Renewal Year prior to the beginning of each Renewal Year, and the Program Member agrees to pay the invoiced Membership Fee within 30 days after the date of the invoice.

In order to make a clear distinction in billing for medically necessary services provided under First Internal Medicine and covered by Program Member's insurance, health plan, or a governmental entity such as Medicare, and the Program Services provided in connection with the Membership Program, **membership fees will be billed by and payable to the Foundation for Better Healthcare.** Accordingly, Program Member agrees to submit all payments of Membership Fees as follows:

Foundation for Better Healthcare
c/o First Internal Medicine
5950 South Willow Drive, Suite 212
Greenwood Village, CO 80111

Any checks for payment of the Membership Fees shall be made payable to the Foundation for Better Healthcare, and any credit card payments will be processed by the Foundation for Better Healthcare.

6. ELECTRONIC COMMUNICATION

(a) Unless advised otherwise in writing, Program Member authorizes Dr Huzicka and First Internal Medicine staff and designees to communicate with Program Member by Electronic Communication regarding Program Member's personal health information ("PHI", as defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations) via Program Member's cell phone and/or e-mail address shown on the Membership Agreement. Electronic Communication includes but is not limited to email, text (SMS, MMS, Instant Messaging), and audio or video conference.

(b) Program Member acknowledges and agrees that:

- (i) Electronic Communication may not be a secure medium for sending or receiving PHI;
- (ii) Although Dr Huzicka and the staff of First Internal Medicine will make reasonable efforts to keep Electronic Communication with Program Member confidential and secure, Program Member understands that they cannot assure or guaranty the confidentiality of Electronic Communication;
- (iii) At the discretion of Dr Huzicka, Electronic Communication may be made a part of Program Member's permanent medical record.

(c) Program Member further acknowledges and agrees that:

- (i) **Program Member will not use Electronic Communication for communications regarding urgent medical problems, other time-sensitive issues, or for communication regarding sensitive personal information.** In such cases Program Member will call designated phone number to communicate with Dr Huzicka or his designee(s).
- (ii) If Program Member does not receive a response to Program Member's Electronic Communication message within the time frame specified in the

Agreement (typically one business day, unless Program Member indicates in the Electronic Communication that longer or shorter time frame is desired), Program Member will use another means of communication to contact Dr Huzicka or appropriate representative;

- (iii) Program Member will include Program Member's full name and a short description of the subject matter of the Electronic Communication (e.g., "prescription refill", "medical advice", "billing question") in the "Re" or "Subject" line of the Electronic Communication;
- (iv) When responding to an Electronic Communication from Dr Huzicka or First Internal Medicine's staff or representative, Program Member will use "Reply with History" to ensure that the recipient is aware of the previous communication; and
- (v) Neither Dr Huzicka nor any of First Internal Medicine's agents, consultants or representatives will be liable to Program Member for any loss, damage, cost, injury or expense caused by, or resulting from: (1) a delay in response to Program 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 Dr Huzicka, or any of First Internal Medicine'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) Program Member's failure to comply with the guidelines regarding use of Electronic Communication set forth in this Section 6.

7. TERMINATION

- (a) Program Member may terminate this Agreement at any time upon thirty days prior written notice to Dr Huzicka. Program Member will not be entitled to a refund of Membership Fee or a portion thereof, except as provided in Section 7(b)(iii) below and Section 10.
- (b) Dr Huzicka may terminate this Agreement, at any time, upon
 - (i) Occurrence of Program Member's breach of this Agreement if such breach is not cured within 10 days; or
 - (ii) Program Member having an outstanding balance of \$100 or greater on their First Internal Medicine account if not paid within 10 days after requested to do so; or
 - (iii) 30 days prior written notice to Program Member, with or without cause, related to the patient-physician relationship or any other non-contract related issue; in such a case Program Member will be entitled to a refund of a prorated portion of the Membership Fee paid by the Program Member for the year in which termination becomes effective.

8. NOTICES. Any communication required or permitted to be sent under this Agreement (other than communications referenced in Section 6 relating to Program Member's PHI) will be in writing and sent via facsimile, recognized overnight courier or certified mail, return receipt requested, to the addresses set forth on the signature page. Any change in address will be communicated to the Parties in accordance with the provisions of this Section 8.

9. INDEPENDENT MEDICAL JUDGMENT. Notwithstanding anything to the contrary contained in this Agreement, Dr Huzicka retains full and free discretion to, and he shall exercise his best professional medical judgment on behalf of Program Member with respect to medical services rendered to Program Member. Nothing in this Agreement shall be deemed or construed to influence, limit or affect a physician's independent medical judgment with respect to provision of medical services to Program Member by Dr Huzicka or First Internal Medicine.

10. 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 or 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 a case Program Member will be entitled to a refund of a prorated portion of the Membership Fee paid by the Program Member for the year in which termination becomes effective.

11. GOVERNING LAW; ARBITRATION. This Agreement shall be governed and interpreted in accordance with, and the rights of the parties shall be determined by, the laws of the State of Colorado, without regard to conflicts of laws principles. The parties intentionally and voluntarily waive any right to a trial by jury in any matter arising out of this Agreement. Any dispute between program member and Dr Huzicka or their respective affiliates and agents arising under or relating to this Agreement shall be resolved exclusively by arbitration in Arapahoe County, Colorado, before a neutral arbitrator, under the auspices of the American Arbitration Association, in accordance with the Expedited Rules and Procedures for Commercial Arbitration in effect at the time of arbitration. Any award rendered pursuant to such arbitration shall be final and binding upon the parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over parties. Each party shall bear its own costs and attorneys' fees in connection with any such arbitration.

12. NO LIABILITY. Except as required by applicable law, neither Dr Huzicka, Foundation for Better Healthcare, nor any of First Internal Medicine's agents, consultants or representatives shall be liable to Program Member for any damages or liability arising out of or related to the Agreement. In any event, each parties' liability under the Agreement shall be limited to amount that is equal to the aggregate Membership Fees paid by the Program Member during the twelve-month period preceding the date on which the claim arises. In no event will any party be liable for any indirect, consequential, special or punitive damages of any kind, whether arising in contract, tort, strict liability or otherwise, to the full extent permitted by the applicable law arising out of or related to the Agreement.

13. WAIVER. The failure of a party to insist upon strict adherence to or performance of any term of the Agreement on any occasion will not be considered a waiver of the right to require adherence on any other occasion or regarding any other matter.

14. SEVERABILITY. If any provision of the Agreement is declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, 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 provision had not been contained herein.

15. ASSIGNMENT. Program Member may not assign the Agreement to another individual.

16. ENTIRE AGREEMENT; 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.

Program Member's Signature: _____