

OREGON RETAINER MEDICAL AGREEMENT BETWEEN PROVIDER AND PATIENT

The RETAINER MEDICAL AGREEMENT BETWEEN PROVIDER AND PATIENT (the "Oregon Retainer Medical Agreement"), is by and between the Retainer Medical Agreement provider ("Provider") selected upon enrollment through No Insurance Cash Clinic PC, dba Nicc's Direct Primary Care ("Nicc's") and the patient ("Patient") as named in the enrollment forms.

1. Purpose of Retainer Medical Agreement.

The purpose of the Retainer Medical Agreement is to explain the scope of services provided by Provider to the Patient in exchange for Patient directly paying a set monthly fee as well as describe the terms and conditions of this Retainer Medical Agreement. Retainer Medical Agreement is not insurance. Membership includes a limited scope of primary care services specified in section 12 of this agreement.

2. Agency.

Provider has appointed Nicc's to act as its **agent** in enrolling Patient as a Retainer Medical Agreement patient of Provider and Provider represents to Patient that Nicc's has authority to bind Provider to the terms and conditions of this Retainer Medical Agreement.

3. Services Provided.

Provider has appointed Nicc's to act as its **agent** in enrolling Patient as a Retainer Medical Agreement patient of Provider and Provider represents to Patient that Nicc's has authority to bind Provider to the terms and conditions of this Retainer Medical Agreement.

Retainer Medical Agreement is not insurance. DPC provides only the limited scope of Primary Care Services specified in section 15 of this agreement. The patient is responsible for payment of all services not specified in the Retainer Medical Agreement. Patient may cancel membership at any time with 30 days prior written notice. The Provider will provide to Patient the primary care services ("**Services**") identified by Provider during Patient's enrollment. Patient may request a copy of the Services provided by Provider at any time. Upon request, Nicc's will provide Patient a printed copy of the Services.

 Patient Initial *Patient acknowledges the clinic will NOT submit an invoice to the patient's insurance for any services provided under their Retainer Medical Agreement. Patient will not submit a claim to any insurance company for membership fees or other services from Nicc's DPC.

4. Excluded Services.

For excluded services, the Provider will provide Patient with advance notice of any additional charge prior to administration or delivery of an excluded service or alternatively, recommend that you obtain from your insurer or health plan provider a referral for further treatment. The Patient must pay for all services not covered under Patient's membership.

5. Prescription Drugs.

Prescriptions may be offered at the patient's clinic for a discounted cash price.

6. Monthly Fee.

Nicc's Direct Primary Care will bill the Patient monthly on the 1st day of the month with a payment day according to the option Patient selected during enrollment.

If someone other than Patient/Employer will pay Patient's monthly fee, please provide this information to Nicc's. A schedule of the monthly fees by category is listed below. If paid by Patient, payment will be automatically deducted Patients bank account as set up by Patient during enrollment unless other and prior arrangements have been made with Nicc's. Listed is the pricing at the time of enrollment. All updates will be sent with 60 days notice via email and/or text and be posted to our website. All other terms of this agreement will remain in effect.

- | | |
|--|-------------|
| a. Individual age 26-65 | \$75/month |
| b. Individual 66 + | \$86/month |
| c. Independent youth age 18–thru 25 | \$55/month |
| d. 1 adult, 1 child
(under age 26) | \$91/month |
| e. Family 2 adults
(up to 2 children thru age 25) | \$172/month |
| f. Additional child, each | \$18/month |

9. Enrollment Fee.

Patient will be charged a one-time per household, non-refundable enrollment fee of \$85.00, providing there is no lapse in membership. Should patient terminate membership or lapse for non-payment a re-enrollment fee of \$185.00 will be assessed. A second lapse or withdrawal of membership may result in denial of future membership.

8. Fee Increases.

The Monthly Fee schedule listed in Section 6 is valid for twelve (12) months. If Patient's monthly fee is scheduled to increase after the 12th month of services provided to Patient under this Retainer Medical Agreement, Nicc's on behalf of the Provider will provide Patient at least sixty (60) days advance written notice. Nicc's will not raise Patient's monthly fees more than once annually.

9. Late Payments.

All memberships are billed and due by the 1st of each month. Payment will be considered late and Patient's membership will be suspended if Patient's payment is not received within 10 days of invoicing. All services are for current paying members. Services maybe suspended if payment is late. If Patient is unable to pay the monthly fee for any reason, it is Patient's responsibility to contact Nicc's in order to make prior arrangements to make a late payment without termination. If Patient does not contact Nicc's before Patient's payment is late. Nicc's reserve the right to terminate this Retainer Medical Agreement if Patient does not pay Patient's monthly fee within sixty (30) of invoicing, Nicc's may terminate this Retainer Medical Agreement in accordance with the terms below.

10. Termination/Cancellation.

Retainer Medical Agreements with recurring dues may be cancelled at any time by you the patient or Nicc's DPC (clinic) for any reason with 30 days written notice. Such cancellation must be in writing 30 days in advance. You can mail or hand deliver your written notice to Nicc's DPC, 4509 S. 6th Street, Suite 301, Klamath Falls OR 97603 or through our website. Nicc's recommends that you mail the cancellation notice by certified mail and keep a record for your files. During the 12-month period after the patient signs this Retainer Medical Agreement, Nicc's may terminate the retainer medical agreement for one of the following reasons:

- Patient fails to pay the direct fee under the terms required by this Direct Retainer Agreement;
- Patient performs an act that constitutes fraud;
- Patient repeatedly fails to comply with a recommended treatment plan;
- Patient is abusive and/or presents an emotional or physical danger to the staff or other patients; or
- The Provider discontinues operation as a direct practice.

11. Returned/rejected bank payments or reversal of credit card / debit charges

Patient will be charged and agrees to pay a \$25.00 fee for any rejected, returned or NSF payment. All fees will be added to the patients balance and due upon occurrence. If patients banking institution reverse a payment a minimum \$35.00 fee will be assessed and all other associated fees for original payment and any fees for reversal. Further patient account may be turned over for collections.

12. Collection fees.

Should patient's account be turned to an outside collections service for non-payment of membership fees, extra services, procedures or any other charges by Nicc's patient will be assessed a \$100.00 collection fee.

13. Complaints.

In the event that Patient has any complaint about the services provided under this Retainer Medical Agreement, Patient shall contact Nicc's for further assistance:

Nicc's Direct Primary Care
4509 S. 6th Street, Suite 301
Klamath Falls OR 97603
(541) 238-6432
admin@niccdpc.com

14. No Discrimination.

The Provider does not decline to accept retainer medical patients or discontinue care to existing patients solely because of the patient's health status. Further, the Provider does not decline to accept any person solely on account of race, religion, national origin, the presence of any sensory, mental, or physical disability, education, economic status, or sexual orientation. In the event that Nicc's elect to terminate this Retainer Medical Agreement under this section, Nicc's will provide Patient with notice and opportunity to obtain care from another Provider. If Patient cancels membership twice (2) within one year, the Provider reserves the right to deny acceptance of Patient into the Providers Retainer Medical Agreement membership at their clinic.

15. Retainer Medical Agreement Services.

Included Services

Office Visits
Preventative Care Visits
Mole/skin lesion cryo removal
Annual Physical
Sports Physical
Wellness Exams
Telemedicine (email, phone, texts)

Additional Services

After hours, in office visit: \$100
Home visit during office hours: \$75
Home visit after hours: \$100

Non-Scheduled appointment fee: \$25 Does not apply with prior approval.

Dema bond or sutures: \$35
Ingrown toe nail removal: \$34
No show fee: \$25
Prior auths for meds: \$5 - \$20

Included Procedures

EKG
Ear Irrigation
Injection Fees (medication costs may not be covered)
Liquid Nitrogen Procedures (cryo)
Minor Surgical Procedures

Splint: \$18 to \$40 depending on splint
Joint injection (Kenalog): \$35 per cc
Scheduled monthly injections: \$14

All additional service fees are subject to change. Current pricing is posted on website and in office.

I, the Patient, authorize signature by electronic means to this Retainer Medical Agreement and any other documents or instruments that may be provided to me during enrollment or thereafter. By affixing my electronic signature to this Retainer Medical Agreement during enrollment, I acknowledge and agree that: (a) I have read this Retainer Medical Agreement; and, (b) prior to enrollment I had an opportunity to discuss any questions I may have had about the terms contained within this Retainer Medical Agreement with the Provider and/or Nicc's. Further, I have the right to have this Retainer Medical Agreement provided or made available on paper or in non-electronic form at no additional fee to me. I may update my electronic contact information or withdraw consent at any time of the use of my electronic signature by contacting Nicc's at the address, phone number or email in Section 13 above.

Patient Signature

Date: