

This PATIENT MEMBER AGREEMENT (this “Agreement”) sets forth the terms and conditions pursuant to which you (“you” or “Patient”) will become a patient member of Ancora Counseling and Therapy Services, LLC, DBA Ancora Wellness (Ancora) under the Ancora Wellness Membership.

## **1. BENEFITS AND SERVICES.**

**A. Scope of Services.** Ancora Wellness is an integrative care practice serving patients aged 15 and older. For services provided by Ancora, please refer to [www.ancorawellness.com](http://www.ancorawellness.com). A printed copy of the Complete List of Membership Services is available from Ancora upon request.

233 SE Washington St., Hillsboro, Oregon 97123

971-238-4408

[Ancorawellness.com](http://Ancorawellness.com)

## **2 Included and Excluded Services**

### **B. What Is Included in Membership Fee; Payment for Additional Services Provided by Clinic.**

All membership packages include an initial naturopathic visit, standard labs, and one additional naturopathic visit. Standard labs include: CBC, CMP, HbA1c, CRP, Homocysteine, Insulin, Thyroid, Vitamin D, and Lipids. The “Rooted” membership includes two additional visits per month. The “Bloom” membership includes three additional visits per month. Visits can include reiki, counseling, nutrition, a brief naturopathic follow up, and/or cranial sacral therapy. The Clinic may charge a fee for additional services for (i) services or products of a type not included in the Included Services, or (ii) exceeding the number of the Included Services provided in a month through membership. Included Services do not accumulate (roll over) from month-to-month or year-to-year if not used and are not transferable. The Complete List of Membership Services includes additional information regarding pricing for services not included in the Included Services.

**C. Appointment Scheduling.** Appointments may be scheduled by (i) calling the Clinic office during office hours (available on the Clinic website) or (ii) through the dedicated communications app. Details regarding the dedicated communications app will be provided to you as part of your membership.

**D. Specialty Services.** Ancora is a primary care practice. If you need a referral for specialty

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services, our Clinic will work with you to arrange those services. If you have health insurance, it is your obligation to inform the Clinic if you would prefer to be seen by a physician or provider who participates in your insurance plan.

**E. Emergency Services.** If you believe that you are suffering a life-threatening condition or other condition requiring emergency treatment, call 911 or go to the emergency department at your local hospital. DO NOT contact Ancora before seeking care for a condition requiring emergency treatment. Please DO have a family member contact us, or contact us after the emergency condition has been stabilized if you believe Ancora could offer any assistance. Note that such services may not be Included Services and may therefore incur additional fees. Medical concerns that may require emergency treatment should never be raised or addressed through the dedicated communications app.

**F. Residency and Travel Outside of Oregon.** Included Services are available to Oregon residents exclusively; in order to make use of Telehealth based services, you must be present in the state of Oregon at the time of service. When you are traveling outside of the State of Oregon and have urgent or emergency healthcare needs, please seek care from a local healthcare provider.

## **2. YOUR RESPONSIBILITIES.**

**A. Participation in Your Healthcare.** In order to allow us to be involved in your care in a comprehensive manner, we recommend that you complete an Authorization for Release of Medical Records authorizing any health care provider or facility where you receive health care services to release your information to the Clinic upon our request

**B. Payment of Fees.** As detailed in Section 5 below, you are obligated to (i) pay the Membership Fee, and (ii) to compensate the Clinic for those services and products provided to you by the Clinic that are not Included Services.

**3. PRESCRIPTION POLICY.** Those of our providers are licensed to prescribe will provide prescriptions (to be filled at the pharmacy of your choice) as necessary for treatment or management of medical conditions that are within the scope of medical services provided by the Clinic. Our providers may also be able to provide a prescription for a short-term refill of your existing prescriptions (medication bridge) in emergency situations if (i) we have had an in-person encounter with you prior to such date, and (ii) we have sufficient records on file.

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**4. OPIOID AND PAIN MANAGEMENT POLICY.** Ancora will never issue new prescriptions, or refill existing opioid prescriptions. In addition, the Clinic does not provide long- or short-term pain management services.

**5. FEES.**

**A. Membership Fee.** Participation as a member in the Clinic requires payment of a Membership Fee for the Ancora Wellness Membership. The Membership Fee will be withdrawn directly from your selected method of payment, either your bank account via ACH (preferred) or charged to your credit/debit card on a monthly basis. Payment can also be made for a full year.

**B. Additional Fees.** You are financially responsible for services and products provided by the Clinic beyond those included in the Included Services. Such services and products may include, for example, additional labs, supplements, prescriptions, health-related and other retail items that you purchase from the Clinic, and services not included in the Membership Fee, or in a quantity beyond the number included in the Included Services, as designated on the Complete List of Membership Services.

**C. Cancellation Fees** In the event of no-show or late cancellation, you may opt to pay a \$65 cancellation fee and retain Included Services for that calendar month, OR waive that Included Service for the month.

**D. Method of Collection.** You understand that bank account information (preferred) or credit or debit card is required to establish membership and that bank account information or a valid credit/debit card remains on file with Ancora. The Membership Fee will be billed to your selected method of payment as described above. All fees and costs for those services and products provided to you that are not Included Services will be charged to selected method of payment at the time that the services or products are provided or ordered unless other arrangements for payment are made with Ancora. You authorize Ancora to charge your selected method of payment for your Membership Fee as well as any other fees incurred by you, including those described in the Complete List of Membership Services.

**E. Changes to Fees.** Ancora reserves the right to change membership fees, up to but not more frequently than once every twelve (12) months. Any changes to the Membership Fee will be posted on Ancora's website at [www.ancorawellness.com](http://www.ancorawellness.com), and Ancora will send a secure message to you at least thirty (30) days in advance of any such change. Any change in the Membership Fee will be applied only for subsequently billed Membership Fee charges and will not be applied to months for which the Membership Fee has already been paid. The fees for

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services and products other than Included Services may change from time to time based upon relationships with other providers, costs incurred by Ancora and other factors. Such fee increases will be posted on the website at [www.ancorawellness.com](http://www.ancorawellness.com) at least thirty (30) days prior to the effective date of such fee increase.

**F. Fees at Termination and Reinstatement of Agreement.** If you elect to terminate this Agreement, you will continue to be a Member, and will continue to be obligated to pay the Membership Fee, until the effective date of such termination as described in Section 7(C). If you elect to reinstate this Agreement following a termination, you may be obligated to pay a reinstatement fee as outlined in Section 7(F).

### **G. Fee Schedule**

There are three options for the Membership, as follows:

Green Package, includes 2 (two) non-naturopathic services per month (Craniosacral, reiki, counseling, or nutrition). \$196 if paid monthly, \$2,352 if paid annually.

Rooted Package, includes the above PLUS a naturopathic intake, standard labs, a follow up visit to review labs and treatment and a six month naturopathic check in. This package CANNOT be combined with insurance coverage at any time. Selection of the Rooted Package Membership waives the right to bill insurance on any naturopathic visits for the duration of the Membership. \$257 if paid monthly, \$3,079 if paid annually.

Bloom Package, includes 3 (three) non-naturopathic services per month (Craniosacral, reiki, counseling, or nutrition) PLUS a naturopathic intake, standard labs, a follow up visit to review labs and treatment and a six month naturopathic check in. This package CANNOT be combined with insurance coverage at any time. Selection of the Bloom Package Membership waives the right to bill insurance on any naturopathic visits for the duration of the Membership. \$355 if paid monthly, \$4,255 if paid annually.

All package levels receive a 15% discount on add-on services in addition to free access to all evergreen courses and in-house provider events. Events provided by outside vendors are not subject to the Membership unless otherwise noted.

**6. ANCORA WELLNESS MEMBERSHIP IS NOT INSURANCE AND DOES NOT BILL INSURANCE COMPANIES.** Ancora is not an insurance company. This Agreement is not a contract for insurance, and is not a substitute for medical/health insurance. Any healthcare products and services not specifically described in this Agreement, including but not limited to hospital, surgical, emergency, and specialist care, are not the responsibility of Ancora Wellness.

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Ancora does not pay for, or reimburse, for such services. Patients are encouraged to consult with their own health insurance advisor and/or tax advisor to understand how this Agreement will impact their own health insurance coverage, eligibility to secure other coverages and overall costs. Ancora does not advise patients regarding these issues.

**A. Notice Regarding Individual Mandate to Purchase Health Insurance.** The Affordable Care Act (also called Obamacare) formerly required most US residents to have a basic level of health insurance. This requirement is commonly known as the "individual mandate." Health insurance is usually acquired through an employer or by purchasing individual insurance. The law formerly imposed a tax penalty on individuals who do not have the required coverage.

*Your membership in the Clinic does not satisfy the requirement of the individual mandate.*

**B. Notice to Medicare Patients and Medicare Private Contract.** For patients who are Medicare Part B beneficiaries seeking services covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997, please be informed that our physicians are opted out of the Medicare program, with current effective two year period of January 1, 2021 to December 31, 2022. The physician opt out period auto-renews every two years unless terminated prior to the renewal date. You agree that at no time will you submit a claim or request that Ancora Wellness submit a claim to the Medicare program for any services provided to you at Ancora, even if covered by Medicare Part B. You agree that you are not currently in an emergency or urgent health care situation. You acknowledge that neither Medicare's fee limitations nor any other Medicare reimbursement regulations apply to charges for healthcare services provided by the Clinic. You acknowledge that Medi-Gap plans will not provide payment or reimbursement for healthcare services provided by Ancora because payment is not made under the Medicare program, and other supplemental insurance plans may likewise deny reimbursement. You acknowledge that you have a right, as a Medicare beneficiary, to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and that you are 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. Ancora does not participate in any form of Medicare and will not submit a claim to Medicare for reimbursement. You agree to be responsible to make payment in full for healthcare services provided by Ancora. You understand that Medicare payment will not be made for any items or services furnished by Ancora Wellness that would have otherwise been covered by Medicare if there were no private contract and a proper Medicare claim were submitted.

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**C. Notice to Patients with Private Health Insurance.** The Clinic will not submit a claim for Included Services to your private health insurance company for reimbursement. You may be entitled to receive reimbursement from your private health insurance plan for some of the healthcare services provided by the Clinic by submitting a request for reimbursement for out-of-network services. Please note that, while coverage for specific services by private insurance varies significantly from plan to plan, private health insurance plans are unlikely to reimburse you for all of our services. It is unlikely that private health insurance plans will credit the Membership Fee toward any deductible. Upon request, we will prepare an invoice, including any applicable CPT codes, in form appropriate for you to submit to your private health insurance company in order to request reimbursement for services provided by Clinic providers. The Clinic can also provide you with a statement of all services you have received through the course of your membership upon request. We will not, however, be able to provide you with an invoice for services provided by any partners (such as clinical laboratory services), even if we arrange for, or collect payment for, such services.

**D. Impact on Tax-Advantaged Healthcare Accounts.** Please consult with your own health insurance advisor regarding how membership in the Clinic may impact eligibility for medical expense payable or reimbursed under a tax advantaged savings account such as a health savings account (HSA), medical savings account (MSA), flexible spending arrangement (FSA) or health reimbursement arrangement (HRA).

## **7. TERM; RENEWALS OF MEMBERSHIP; CHANGE IN PLANS; TERMINATION.**

**A. Effective Date.** Following execution and delivery of this Agreement by you and payment of the first installment of the Membership Fee, the Clinic will provide you a signed copy of this Agreement with the Commencement Date completed. Until the occurrence of those events, Clinic shall have the option to terminate this Agreement, in its sole and absolute discretion. In such an event, the Clinic will return any fees previously paid by you to the Clinic.

**B. Term and Renewals.** This Agreement commences on the Commencement Date set forth above. Subject to dismissal from the Clinic or termination of this Agreement, your membership is auto-renewing. We will continue to bill your selected method of payment for the Membership Fee until termination.

**C. Termination for Non-Payment.** Your membership will be terminated if (i) we are unable to bill your selected method of payment and you fail to provide an alternative payment source within ten (10) days of notification, or (ii) you fail to pay any other amounts due to the Clinic

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within ten (10) days of notification.

**D. Termination of Membership; Changes to Type of Membership.** You may not terminate your membership during the initial six (6) months of this Agreement. You may terminate your membership at any time after the six (6) months of this Agreement by providing no less than thirty (30) days advance notice of termination. Any notice by you of an election to terminate during the initial six (6) month term of this Agreement, shall be effective on the latter of (i) the six month anniversary of the Commencement Date, or (ii) thirty (30) days following delivery of such notice. Any Membership Fees prepaid by you that are in excess of amounts due will be refunded within thirty (30) days. Any change to the Type of Membership (for instance, adding additional services) must be coordinated with Ancora Wellness.

**E. Dismissal from the Clinic; Disruptive Behavior.** Ancora may dismiss you as a member of the Clinic at any time by providing you with written notice. Examples of reasons that may trigger a dismissal include if you engage in behavior that is disruptive for our staff or other patients, you violate our opioids policy, you develop a pattern of missed appointments or you are non-compliant with the recommendations of our healthcare providers. Membership Fees that have been paid the date of such termination shall be refunded to you.

**F. Effect of Termination or Non-Renewal.** Any excess Membership Fees will be refunded to you (on a prorated basis and less amounts that you owe to Ancora) within sixty (60) days of the termination or expiration of your membership. Termination or expiration of membership does not relieve you of the responsibility to pay all fees incurred through the date of termination.

**G. Reinstatement.** In the event that you elect to terminate this Agreement or decide not to renew, the Clinic reserves the right to charge a reinstatement fee of four hundred dollars (\$400) unless there has been a period of at least eighteen (18) months between the termination or non-renewal of this Agreement and the effective date of a new Patient Membership Agreement. It is up to the discretion of the Clinic whether it will allow a reinstatement.

**H. Transition of Care at Termination or Non-Renewal.** In the event of a termination or non-renewal of your membership with Ancora Wellness, Ancora will continue to meet your urgent medical care needs (consistent with standard policies and procedures) and refill necessary prescriptions written by Ancora providers for a period of (i) no longer than 90 days or (ii) until you are able to secure services from another primary care provider if less than 90 days. Ancora Wellness will work with you to try to find another provider to meet your primary care

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needs. Ancora reserves the right to cancel, or to refuse to schedule, appointments with ancillary care providers for services such as nutrition counseling following the termination of this Agreement where these services are not necessary to meet an urgent care need; no such services will be provided more than thirty (30) days following termination of this Agreement.

## **8. PRIVACY.**

**A. HIPAA.** The Clinic will comply with all requirements of the privacy and security provisions applicable to the Clinic pursuant to the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations, and the Clinic's Notice of Privacy Practices.

**B. Electronic and Cell Phone Communications.** You will be able to communicate with your Clinic provider through the communications app. You will be required to provide your email address and cell phone number upon becoming a member of the Clinic. Unless you notify the Clinic in writing, you agree that the Clinic may (i) communicate with you electronically (email, text, app) regarding appointments, test results, or other matters related to your care, (ii) contact you by telephone at any number contained in your records, including wireless (mobile) telephone numbers, for the purpose of scheduling appointments, communicating test results and collecting amounts due, and (iii) leave messages for you with respect to your medical appointments, evaluation, diagnosis or treatment at telephone numbers contained in your record. You understand that while the Clinic utilizes technology and implements policies to protect the confidentiality of electronic communications (email, text, app), the security of those communications cannot be assured or guaranteed.

**C. Urgent Communications; In-Person Visits.** If you have an urgent or time-sensitive need, it is best to contact the Clinic by phone instead of by electronic communications. In addition, in some cases the Clinic provider may determine that electronic communications are not sufficient and that an office visit or virtual visit is necessary to address your concern or medical problem. That visit may or may not be covered as part of your membership agreement.

## **9. MISCELLANEOUS PROVISIONS.**

**A. Notices.** Any notices contemplated by this Agreement to be delivered in writing shall be delivered via mail, return receipt requested, or provided via hand delivery (i) in the case of the Clinic, to the Clinic's business address, and (ii) in the case of the Patient, to the Patient's primary residence as provided by the Patient to the Clinic.

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**B. Governing Law; Venue.** This Agreement shall be governed by the laws of Oregon without giving effect to any conflict of law principles.

**C. Entire Agreement; Counterparts.** This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof. There are no promises by the Clinic or representations by the Clinic except as set forth herein. This Agreement may be executed in two or more counterparts, all of which shall constitute a single agreement. I agree that my electronic consent has the same legal effect as my handwritten signature.

**D. Amendments; Waivers; Invalid Provisions.** Except as contemplated herein with respect to the Complete List of Memberships Services or increases in Membership Fees pursuant to Section 4(D), this Agreement may only be amended or modified by the written agreement of both parties. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom such waiver is sought. The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision hereof. This Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. This Agreement may not be assigned by you to another person or entity.

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