



PERSONALIZED MEDICINE

PRIVATE PRACTICE – PATIENT AGREEMENT:

This Private Practice-Patient Agreement ("Agreement") specifies the terms and conditions under which, you, the undersigned patient ("Patient") may voluntarily elect to participate in the healthcare services defined below offered by Rosen Internal Medicine, A Professional Corporation, DBA Rosen Personalized Medicine ("Practice"), with such services further described in Schedule A and as follows:

- Practice's annual comprehensive routine diagnostic exams, provided regardless of medical condition or necessity, supported by follow-up routine diagnostic exams (all collectively "Routine Exams"), focused on establishing strong patient relationships for improved patient health and wellness, and as further described in Schedule A.
- An online health data storage and communication facilitation platform plan designed to provide efficient and reliable electronic communication and health data storage support for Routine Exams, and to help Patient achieve Routine Exams-based health goals ("Health Data Plan"). Routine Exams and the Health Data Plan described in Schedule A are collectively the "Routine Exam Services" and Patient and Practice are referred to individually as "Party" or collectively as the "Parties".

ROUTINE EXAM SERVICES

Practice makes Routine Exam Services available to Patient in exchange for Patient's payment of the program subscription fees outlined in Schedule A ("Services Fees"). Services Fees may increase from time to time with Patient's voluntary consent in advance but will apply to renewal terms. If Services Fees increase, Practice will notify Patient in writing with the option to consent to the increase.

Routine Exam Services exceed or are beyond those covered by Patient's Medicare, Medicaid, or private insurance plan (collectively "Plan").

Any appropriately licensed healthcare professional associated with Practice may provide Routine Exam Services to Patient.

PAYMENT OPTIONS

The initial first three (3) months of Services Fees are non-cancellable and non-refundable. Patient may pay the Services Fees with a debit card, credit card,



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ACH, or check payment.

Routine Exam Services costs are designed to qualify as eligible medical expenses such that Patient may pay Services Fees with health saving account (“HSA”) funds or with flexible spending account (“FSA”) funds or health reimbursement account (“HRA”) funds, or similar funds, but this is not assured or promised. Patient must confirm eligibility with Patient’s tax expert or FSA/HRA plan coordinator as Practice cannot guarantee medical expense eligibility due to variable factors applicable to each Patient.

RENEWALS AND TERMINATION

This Agreement will automatically renew one (1) year from the date of this Agreement unless:

- 1) Practice receives written notice from Patient to terminate this Agreement at least thirty (30) days before this Agreement renews; or
- 2) Practice dismisses Patient from the Practice.

Practice may terminate this Agreement at any time with or without cause, in which case Patient may receive a prorated refund of the unused Services Fees. When Practice delivers the annual comprehensive, the Practice substantially earns the annual Services Fees.

HEALTH CARE SERVICES EXCLUDED FROM SERVICES FEES

Services Fees cover only the availability of Routine Exam Services subscribed to by Patient. If the Practice provides services other than the Routine Exam Services listed in Schedule A, Patient and Practice may mutually agree upon any additional charges, if any, to the extent Patient’s Plan does not cover those services. Patient acknowledges that either Patient or Patient’s Plan may be responsible for any applicable additional charges for services outside of those described in Schedule A. Any charges to Patient for any services outside of Plan coverage and not reflected in Schedule A will be at Practice’s usual, reasonable, and customary rates and consented to in advance by Patient. Practice will collect any applicable co-payments or deductibles related to Plan-covered services Practice delivers to Patient to the extent that Practice is in-network with the applicable Plan.

ELECTRONIC COMMUNICATIONS

If Patient wishes to communicate through electronic platforms with the



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Practice, Patient needs to be aware that electronic mediums may not always constitute a secure method for sending or receiving sensitive personal health information. Practice will take reasonable steps to keep Patient's communications confidential and secure and comply with applicable health data privacy obligations under applicable laws. In the event the communication is time-sensitive and requires quick or urgent or emergent healthcare response, Patient must call 9-1-1 and/or secure immediate emergency room/ER medical attention. Please refer to Practice's separate Electronic Communications Agreement for further applicable details in this regard, which is integrated herein by this reference.

APPOINTMENTS AND SCHEDULING

Appointments with the Practice are scheduled through the Practice office to ensure ample time is given to each Patient. If Patient has an urgent concern, Patient shall call the Practice office and Patient will be given an appointment that will accommodate the urgency. Walk-ins are not conducive to the thoughtfully planned schedule, so we advise Patient to schedule appointments in advance.

MEDICARE/PRIVATE INSURANCE

If Patient is or becomes Medicare eligible, Patient acknowledges that Practice is a participating Medicare provider. If Practice provides healthcare services covered by Medicare or any other Plan, to the extent Practice is in-network with such Plan, the Practice may submit for reimbursement to such Plan for Plan-covered services and collect from patient any applicable co-payment or deductible as required by Plan terms. If Practice is Out-of-network, Practice may submit to Patient bill for payment of insurance covered medical services. Patient shall **not** submit to Medicare any claim for payment of Services Fees or request that Practice submit such a claim. Patient acknowledges and understands that Medicare does not cover and will not pay for the Routine Exam Services, and Patient agrees **not** to submit Services Fees to Medicare for reimbursement.

VACATIONS AND ILLNESS FOR PRACTICE HEALTHCARE PROFESSIONALS

Patient acknowledges that there may be times that Patient cannot contact a Practice healthcare professional due to vacations or illness, or due to technical defects with either Patient's or Practice's electronic communication



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equipment. Patient acknowledges that, should a Practice healthcare professional become unavailable, the Practice shall endeavor to have another Practice healthcare professional available to provide Routine Exam Services.

COMPLIANCE WITH LAW

In establishing the Routine Exam Services programs, Practice intends to do so in compliance with all applicable laws. This Agreement shall be governed by and construed in accordance with the laws of the state which Practice is licensed and practicing, without application of choice-of-law principles.

PRACTICE IS NOT AN INSURER

Practice is not an insurance company and is not promising or delivering unlimited care for Services Fees. The Practice presumes that Patient is either eligible for Medicare, or otherwise has a private Plan that provides health care coverage for essential healthcare services not covered by Services Fees.

AGREEMENT ASSIGNMENT AND MODIFICATIONS

Patient may not assign this Agreement. This Agreement replaces and supersedes all prior agreements of any kind, oral or in writing, between Patient and Practice. This Agreement may not be modified absent a writing signed by Patient and an authorized representative of Practice.

[SIGNATURE PAGE FOLLOWS]



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PATIENT ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT, WAS AFFORDED SUFFICIENT OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF HIS/HER CHOICE AND TO ASK QUESTIONS AND RECEIVE SATISFACTORY ANSWERS REGARDING THIS AGREEMENT, UNDERSTANDS HIS/HER RESPECTIVE RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT, AND SIGNS THIS AGREEMENT OF HIS/HER OWN FREE WILL AND VOLITION.

By signing below, I am agreeing to enrollment in the Practice and the terms of this Agreement as detailed above and in Schedule A.

PRACTICE:

ROSEN PERSONALIZED MEDICINE

Signature:_____

Name / Title: Shawn Rosen, M.D. /
President

Date:_____

PATIENT:

Signature:_____

Printed
Name:_____

Relationship to
Patient:_____

Date:_____



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SCHEDULE A ROUTINE EXAM SERVICES & SERVICES FEES

1. Routine Exams

Practice will make available one (1) comprehensive Routine Exam annually in-person or virtual, with follow-up in-person or virtual Routine Exams intended to support Patient's ongoing health goals identified in the annual comprehensive Routine Exam.

Routine Exams may result in Practice recommending certain lab tests, examinations, procedures, supplements, and medications that may constitute out-of-pocket Patient costs that Patient may be able to submit to Patient's Plan for reimbursement, but such reimbursement is not guaranteed. Such out-of-pocket Patient cost items are not included in or covered by Services Fees.

2. Health Data Plan

Routine Exam Services include Health Data Plan communication services provided on a year-round ongoing basis that store Patient's Routine Exam medical information electronically and provide an electronic communication facilitation platform to support Patient's Routine Exams and Routine Exam-based health goals and optimize health outcomes.

3. Additional Benefits

Due to the smaller patient panel size of Practice, Practice anticipates (but cannot guarantee) shorter wait times for exams, shorter hold times for scheduling visits and inquiries, greater ease in using electronic Practice communications, and available same or next day appointments.

The Health Data Plan enables direct and immediate Routine Exam-based electronic communications. For Medicare/Medicaid eligible Patients, and with respect to any services other than the Routine Exam Services identified above,



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Practice may deliver services specifically covered by applicable Health Insurance Plan (/Medicare) at Patient's request and as medically indicated and consistent with those Plan's reimbursement requirements (subject to Plan co-payment/deductible requirements). Services Fees must **never** be submitted to Medicare or Medicaid.

4. Services Fees

Annual Services Fees in 2024: \$2,500/year. For card payments a 3% processing fee will be applied.