NORTHWARD HEALTH
DIRECT PRIMARY CARE

2295 Coburg Road, Suite 201
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Phone: (541) 321-8257 Fax: (541) 422-8225

PATIENT AGREEMENT

This Patient Agreement ("Agreement") is between **Northward Health, LLC** ("Practice," "Us," or "We"), and

Patient Name: _____

("Patient," "Member," or "You").

NOTICE REQUIRED UNDER ORS 735.500–735.530

This Agreement is not health insurance and does not provide comprehensive health coverage. It does not satisfy any state or federal requirement to maintain health insurance. This Agreement covers only the primary care services listed in Appendix A. You are strongly encouraged to maintain separate health insurance or coverage for hospital care, emergency services, specialist care, prescription drugs, and any other services not expressly included in this Agreement.

Northward Health, LLC operates as a direct primary care practice under ORS 735.500–735.530 and is not a health care service contractor or insurer.

DCBS Certification Status

Northward Health, LLC is certified as a retainer medical practice by the Oregon Department of Consumer and Business Services. DCBS Certification Number: 55971.

You can contact consumer advocates at the Department of Consumer and Business Services at (888) 977-4894, dcbs.insmail@state.or.us, or www.insurance.oregon.gov.

This Agreement is not health insurance. It does not provide comprehensive health coverage and does not satisfy any requirement under state or federal law to maintain health insurance or minimum essential coverage. Services under this Agreement are limited to those expressly described in Appendix A.

You are encouraged to maintain separate health insurance or coverage for services not included in this Agreement, including hospital services, emergency care, specialist care, and prescription drugs.

Background

The Practice provides ongoing primary care medicine to its Members in a direct-pay, membership model (Direct Primary Care, "DPC"). In exchange for certain periodic fees, the Practice agrees to provide You with the Services described in this Agreement under the terms and conditions contained herein.

Definitions

1. Services.

"Services" means the collection of services, medical and non-medical, described in Appendix A (attached and incorporated by reference), which We agree to provide under the terms of this Agreement.

2. Patient.

"Patient," "Member," "You," or "Yours" means the individual(s) for whom the Practice shall provide care, who have signed this Agreement and/or whose names appear in Appendix B.

Agreement

3. Term.

This Agreement will remain in effect for one year, commencing on the date it is fully executed by the parties.

3A. Panel Capacity.

The Practice reserves the right to limit total enrollment based on panel size, as necessary to maintain the quality of care and access standards described in this Agreement. The Practice will not accept new Members beyond its established capacity. Existing Members in good standing will not be displaced due to panel capacity constraints during the initial term of this Agreement. The Practice will provide 30 days' written notice if a reduction in panel capacity requires any modification of existing membership terms.

4. Renewal.

This Agreement will automatically renew each year on the anniversary date unless either party cancels with 30 days' written notice.

5. Termination.

Either party may terminate this Agreement at any time by providing 30 days' written notice in accordance with Section 30. During this period, the Practice will continue to provide Services covered under this Agreement.

Scheduled Termination. The Practice reserves the right to terminate this Agreement for: non-payment (subject to Section 6E); abusive, inappropriate, or disruptive behavior; conduct that may compromise the safety or well-being of staff or other patients. In such

cases, the Practice will provide notice consistent with applicable law and will make reasonable efforts to avoid interruption of necessary care.

Immediate Termination. Notwithstanding the above, the Practice reserves the right to terminate this Agreement immediately, without advance notice, in any of the following circumstances:

- Threatening, violent, or abusive behavior directed at the physician or Practice staff;
- Fraud, material misrepresentation, or deliberate concealment of information material to the patient–physician relationship;
- Conduct that creates a genuine safety risk to the physician, staff, or other patients;
- Non-payment extending beyond the cure period described in Section 6E; or
- Any circumstance in which continuation of the relationship would require the physician to violate applicable law, professional ethical obligations, or licensing board standards.

In the event of immediate termination, the Practice will: (a) provide written notice to the Patient as soon as practicable; (b) offer a minimum of 30 days of urgent and emergency prescription refills where clinically appropriate; (c) provide a written summary of the Patient's recent care upon request to facilitate continuity of care with another provider; and (d) provide a referral or list of alternative primary care providers in the area upon request. Any termination under this Section will be carried out consistent with applicable law and the Practice's professional obligations, including reasonable steps to support continuity of care.

5A. Reasonable Use.

The Practice does not limit medically necessary care, but Services are intended for use consistent with a primary care model. If a Member's utilization is substantially inconsistent with that model and not explained by clinical need, the Practice may — after discussing the concern with the Member — propose modified terms or terminate this Agreement pursuant to Section 5.

6. Payments and Refunds – Amounts and Methods.

- **a.** Patient agrees to pay a monthly Membership Fee as described in Appendix C.
- **b.** Upon execution, Patient shall pay a one-time $150 nonrefundable enrollment fee, in addition to the prorated first month's Membership Fee.
- **c.** Membership Fees are due on the first business day of each month.
- **d.** Payment shall be made via automatic debit/credit card or bank draft.

6E. Payment Failure and Membership Continuity.

Our Approach. We understand that payment issues sometimes arise for reasons outside a Member's control — an expired card, a bank error, a temporary financial hardship. Our first instinct is always to work with you, not against you. This section describes the process

we follow when a payment cannot be processed, with the goal of resolving the issue while preserving your membership whenever possible.

Notification. If a scheduled payment is declined or cannot be processed, the Practice will notify you promptly using the contact information in Appendix B. We ask that you respond within fifteen (15) calendar days to update your payment information or make other arrangements.

Grace Period. During this fifteen-day period, your membership remains active and Services continue without interruption. We will make reasonable attempts to reach you before taking any further steps.

If We Cannot Reach Resolution. If the payment issue is not resolved within fifteen days, we will reach out one final time before taking any further action. If no resolution is reached after that contact, the Practice may move to suspension of non-urgent Services. We will always let you know before this happens.

Suspension. During any period of suspension, the following will continue without interruption:

- Refills of ongoing, stable medications;
- Response to urgent or emergent medical concerns.

Non-urgent appointments and telehealth visits may be paused until the account is brought current. Suspension does not terminate this Agreement or relieve the Patient of accrued financial obligations.

Resolution During Suspension. If you resolve the outstanding balance at any point during suspension, your membership will be fully reinstated without penalty and without requiring a new enrollment fee.

Termination. If a payment deficiency remains unresolved for thirty (30) calendar days following the start of suspension, the Practice may terminate this Agreement by written notice. We will not reach this step without having made genuine efforts to connect with you first.

Transition of Care. If membership is terminated for nonpayment, the Practice will: (a) continue refills of ongoing, stable medications for sixty (60) days or until you establish care with another provider, whichever comes first, where clinically appropriate; (b) provide a clinical summary to you or a designated provider upon written request; and (c) provide a list of alternative primary care resources to help you find continued care.

Outstanding Balance. Termination of this Agreement does not extinguish fees accrued prior to termination. The Patient remains responsible for any outstanding balance. The Practice will make reasonable efforts to work out a payment arrangement before pursuing any formal collection process.

Re-enrollment. If your membership is terminated for nonpayment and you wish to re-enroll at a later date, you are welcome to do so on a space-available basis, subject to resolution of any outstanding balance and the re-enrollment fee described in Appendix C.

Hardship. If you are experiencing financial hardship and are concerned about your ability to maintain membership, we encourage you to contact us directly and early. The Practice may, in its sole discretion, offer modified payment timing or other arrangements. Such accommodations are not guaranteed, but we will always be willing to have the conversation.

Repeated Payment Failures. A pattern of repeated payment failures — defined as two or more failed payments within any twelve-month period — may result in a shortened cure period of five (5) calendar days on any subsequent failure within that same period.

7. Early Termination.

If the Patient cancels this Agreement before its term ends, the unused portion of the current month's Membership Fee will be refunded on a per diem basis. For purposes of this section, "Membership Fee" refers solely to the recurring monthly fee described in Appendix C and does not include the one-time enrollment fee described in Section 6B, which is nonrefundable once enrollment has been accepted, except as otherwise required by applicable law.

8. Non-Participation in Insurance.

The Practice does not participate with any health plans, HMO panels, or third-party payors. As such, we may not submit bills or seek reimbursement from any third-party payors for the Services provided under this Agreement. Accordingly, the Practice will not create superbills or other invoices generally required by third-party payors.

At the Practice's discretion, a summary of services may be provided for personal records. The Patient acknowledges that any such summary is provided for personal reference only and may not be used for third-party insurance reimbursement purposes.

8A. Insurance-Related and Third-Party Administrative Services.

Completion of insurance-related or third-party administrative documentation is not included as part of this Agreement and is not guaranteed. This includes but is not limited to:

- Prior authorizations
- Disability, FMLA, or leave of absence forms
- Workers' compensation documentation
- Legal, forensic, or litigation-related records requests or correspondence
- Independent medical examination reports
- Letters of medical necessity for non-covered services
- Complex insurance appeals

The Practice may, in its sole discretion, assist with such requests. When administrative services are provided, the Practice reserves the right to charge a reasonable administrative fee, which will be disclosed in advance. Completion of any administrative

request is subject to the physician's availability and clinical judgment and does not alter the scope of Services defined in Appendix A.

8B. Controlled Substances.

Membership in this Practice does not entitle the Patient to the prescribing of controlled substances. The physician retains sole clinical discretion to prescribe, decline to prescribe, modify, or discontinue any controlled substance at any time, without prior notice, based on clinical judgment, applicable law, or Practice policy. This includes but is not limited to opioids, benzodiazepines, stimulants, and other Schedule II–V medications.

As a general matter, this Practice does not initiate new controlled substance prescriptions as part of DPC membership. Patients who are currently prescribed controlled substances by another provider should not assume that such prescriptions will be continued, adopted, or managed under this Agreement. Any decision regarding controlled substance prescribing is made at the physician's sole clinical discretion, in compliance with Oregon law and the Oregon Prescription Drug Monitoring Program (PDMP).

The Patient understands that a change or discontinuation of a controlled substance prescription does not constitute a breach of this Agreement or grounds for termination of the Patient's membership. The Practice will make reasonable efforts to provide appropriate transition support consistent with safe prescribing standards, but the Patient acknowledges that continuation of any previously prescribed controlled substance is not guaranteed under this Agreement.

8C. Limited Medication Dispensing.

The Practice may, at its sole discretion, dispense a limited formulary of generic medications directly to Members as a convenience. Dispensing, when offered, is subject to the following terms:

Scope. The Practice's dispensing formulary is limited to a small supply of generic medications, such as common antibiotics, provided to begin therapy until the Patient can obtain the prescription from a pharmacy, as deemed clinically appropriate by the physician. The Practice does not operate a pharmacy and makes no representation that any specific medication will be available at any given time. As a matter of Practice policy, medications dispensed from the office are limited to a maximum 72-hour supply per dispensing event.

Pricing. Medications dispensed directly by the Practice will be provided at or near cost as a membership benefit, without markup for profit. Prices will be disclosed to the Patient prior to dispensing. Medication costs are not included in the monthly Membership Fee and are billed separately as incidental charges.

No Guarantee of Availability. Membership in this Practice does not entitle the Patient to receive any specific medication from the Practice's in-office supply. Stock availability may vary. The physician retains sole discretion to determine whether in-office dispensing is appropriate for any individual Patient or clinical situation. The Patient may obtain any prescribed medication from any licensed pharmacy of their choosing.

Regulatory Compliance. All in-office dispensing is conducted in accordance with Oregon law, including applicable requirements governing physician dispensing. This section does not authorize dispensing of controlled substances, which are governed exclusively by Section 8B.

Patient Responsibility. The Patient assumes responsibility for following all dispensed medication instructions provided by the physician. The Practice is not liable for adverse outcomes resulting from the Patient's failure to follow dispensing instructions or disclose relevant medication history, allergies, or contraindications.

9. Medicare.

The Patient understands that the Practice and its providers have opted out of Medicare. As a result, both the Patient and the Practice shall be prohibited by law from seeking reimbursement from Medicare for any Services provided under this Agreement. Accordingly, the Patient agrees not to submit bills or seek reimbursement from Medicare for any such services.

If the Patient becomes eligible for Medicare during the term of this Agreement, the Patient agrees to:

- Notify the Practice immediately
- Execute a Medicare private contract as required by law

9A. Medicaid.

The Patient understands that the Practice and its providers do not participate in Medicaid or Oregon Health Plan (collectively, OHP). The Practice is prohibited from seeking reimbursement from OHP or charging OHP patients a subscription fee for services covered by OHP. Accordingly, the Patient represents that they are not covered by OHP, and the Patient agrees to notify the Practice immediately if they become covered by OHP. The Patient acknowledges that in the event they become covered by OHP, this agreement will terminate immediately in accordance with Section 5.

10. This Agreement Is Not Health Insurance.

The Patient has been advised and understands that this Agreement is not an insurance plan, does not replace any health coverage the Patient may have, and does not fulfill the requirements of any federal health coverage mandate.

This Agreement does not include:

- Hospital services
- Emergency room care
- Specialist care
- Any services not provided directly by the Practice

The Patient is responsible for all costs incurred for services outside the Practice. This Agreement includes only services identified in Appendix A. If a Service is not specifically listed in Appendix A, it is expressly excluded from this Agreement. The Patient

acknowledges that We have advised them to obtain health insurance that will cover catastrophic care and other services for the payment of any medical expenses incurred for services not included under this Agreement, including any services provided by any person or entity outside of this Practice.

10A. Non-Emergency Care.

The Practice does not provide emergency medical services. In the event of a medical emergency, the Patient agrees to call 911 or go to the nearest emergency department.

10B. Patient-Initiated Care Model.

This Practice operates on a patient-initiated care model and does not provide continuous or unsolicited monitoring between visits. The Patient is responsible for scheduling appointments, attending recommended follow-up, reporting new or worsening symptoms or other changes in health status, and initiating contact with the Practice for new or ongoing concerns. The Practice will provide follow-up when clinically indicated or as specifically agreed upon as part of the Patient's treatment plan. This section does not limit the physician's clinical judgment to recommend follow-up care during or after a visit.

11. Communications.

The Practice offers communication via email, phone, text, video, and other electronic means. While We are careful to comply with patient confidentiality requirements and make every attempt to protect Your privacy, communications by email, facsimile, video chat, cell phone, texting, and other electronic means can never be absolutely guaranteed secure or confidential methods of communication. Electronic communications carry inherent privacy and security risks that cannot be completely eliminated. The Practice uses reasonable privacy and security safeguards appropriate to each method of communication. By accepting this Agreement, You acknowledge these risks and agree that by initiating or participating in the above means of communication, You accept that their security cannot be guaranteed. You further understand that participation in the above means of communication is not a condition of membership in this Practice, and that you may decline any particular means of communication at any time by notifying the Practice.

11A. Communication and Availability Expectations.

The Practice will make reasonable efforts to respond to Patient communications in a timely manner during normal business hours. Immediate responses are not guaranteed. Electronic communication should not be used for urgent or emergent concerns.

12. Email and Text Usage.

By electing email communication on the Practice's Electronic Communication Consent (see Appendix B), the Patient authorizes the Practice and its staff to communicate with him/her by email regarding the Patient's "protected health information" (PHI). Text messaging, if elected on the same form, is limited to non-PHI communications such as appointment reminders and scheduling; the Practice does not send PHI by text message. The Patient further understands and acknowledges that:

- **e.** Email is not necessarily a secure method of sending or receiving PHI, and there is always a possibility that a third party may gain access.
- **f.** Email and text messaging are not appropriate means of communication in an emergency, for dealing with time-sensitive issues, or for disclosing sensitive information. Therefore, in an emergency or a situation that could reasonably be expected to develop into an emergency, the Patient agrees to call 911 or go to the nearest emergency room and follow the directions of personnel.

13. Technical Failure.

Neither the Practice nor its staff will be liable for any loss, injury, or expense arising from a delay in responding to the Patient when that delay is caused by technical failure. Examples of technical failures: (i) failures caused by an internet or cell phone service outage; (ii) power outages; (iii) failure of electronic messaging software, or email software; (iv) failure of the Practice's computers or computer network, or faulty telephone or cable data transmission; (iv) any interception of email communications by a third party which is unauthorized by the Practice; or (v) Patient's failure to comply with the guidelines for use of email or text messaging, as described in this Agreement.

14. Physician Absence.

From time to time, the physician may be temporarily unavailable due to vacation, illness, continuing medical education, or personal circumstances. When known in advance, the Practice will provide reasonable notice so that Patients may schedule non-urgent care accordingly.

The Practice will make reasonable efforts to arrange coverage for urgent concerns during planned absences, but as a solo practice, continuous coverage cannot be guaranteed. If coverage is arranged, it is limited to urgent matters and does not establish an ongoing patient–physician relationship with the covering provider.

During unexpected absences, Patients with scheduled appointments will be notified as soon as practicable. If the Patient has an urgent or emergent medical need during any period of physician unavailability, the Patient should seek care at an urgent care center, emergency department, or with another appropriate provider. Fees from outside providers are not covered by this Agreement and are the Patient's responsibility. The Patient may, however, submit such outside charges to their health plan for reimbursement consideration. The Patient is responsible for understanding the coverage rules of their health plan, and We cannot guarantee reimbursement.

15. Disputes.

We are committed to delivering personalized, high-quality primary care to every Member. If a Member is dissatisfied or has concerns, We welcome open dialogue and are committed to working toward resolution. In the event of any concern about care, service, or the membership experience, the Parties agree to the following process:

- **g.** Member shall first discuss any concern directly with the physician;
- **h.** The physician shall respond to each concern raised;

- **i.** If the Member remains dissatisfied, the Parties shall engage in good-faith discussion to seek a mutually acceptable resolution.

Mutual Non-Defamation. Each party agrees not to make knowingly false or defamatory statements about the other. Nothing in this Agreement shall be construed to prevent either party from: (i) making truthful statements about their experience; (ii) filing a complaint with any applicable licensing board, regulatory agency, or consumer protection authority; or (iii) cooperating with any governmental or legal proceeding.

16. Monthly Fee and Service Adjustments.

In the event that the Practice finds it necessary to increase or adjust monthly fees or Service offerings before the termination of the Agreement, the Practice shall give 30 days' written notice of any adjustment. If Patient does not consent to the modification, Patient shall terminate the Agreement in writing prior to the next scheduled monthly payment.

17. Change of Law.

If there is a change of any relevant law, regulation or rule, which affects the terms of this Agreement, the parties agree to amend it only to the extent that it shall comply with the law.

18. Severability.

If any part of this Agreement is considered legally invalid or unenforceable by a court of competent jurisdiction, that part shall be amended to the extent necessary to be enforceable, and the remainder of the Agreement will stay in force as originally written.

19. Amendment.

Except as provided within, no amendment of this Agreement shall be binding on a party unless it is in writing and signed by all the parties.

20. Assignment.

This Agreement may not be transferred without the consent of both parties.

21. Legal Significance.

The Patient acknowledges that this Agreement is a legal document that gives the parties certain rights and responsibilities. The Patient agrees that they are not suffering a medical emergency, have had a reasonable time to seek legal advice regarding the Agreement, and either have chosen not to do so or have done so and are satisfied with the terms and conditions of the Agreement.

22. Dispute Resolution and Arbitration. PLEASE READ CAREFULLY — THIS SECTION AFFECTS YOUR LEGAL RIGHTS, AND YOU MAY OPT OUT AS DESCRIBED BELOW.

The parties agree to attempt to resolve any dispute arising out of or relating to this Agreement through good-faith discussion as described in Section 15 before initiating formal proceedings.

Binding Arbitration. If the parties are unable to resolve a dispute through good-faith discussion within thirty (30) days of written notice of the dispute, the parties agree that such dispute shall be resolved by binding single-arbitrator arbitration administered by a mutually agreed-upon arbitrator in Lane County, Oregon, in accordance with the then effective arbitration rules of Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

Waiver of Jury Trial. BY AGREEING TO ARBITRATION, BOTH PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL WITH RESPECT TO ANY DISPUTE COVERED BY THIS SECTION.

Exceptions. Nothing in this section prevents either party from seeking injunctive or other equitable relief in a court of competent jurisdiction where necessary to prevent irreparable harm, or from filing a complaint with any applicable licensing board, regulatory agency, or consumer protection authority.

Costs. Each party shall bear its own costs and attorneys' fees in arbitration unless the arbitrator determines that a party acted in bad faith, in which case the arbitrator may award fees and costs to the prevailing party.

Your Right to Opt Out. Agreeing to arbitration is not a condition of membership. You may opt out of this arbitration provision by sending written notice to the Practice, as provided in Section 30, within thirty (30) days after the date you accept this Agreement. The notice need only state that you wish to opt out of arbitration and include your name. Opting out will not affect your enrollment, your care, or any other term of this Agreement. If you opt out, disputes will be resolved in court as provided in Section 29.

23. HIPAA Notice of Privacy Practices.

The Practice is required by law to maintain the privacy of the Patient's protected health information (PHI) and to provide the Patient with notice of its legal duties and privacy practices with respect to PHI. The Patient acknowledges receipt of the Practice's Notice of Privacy Practices, which describes how medical information about the Patient may be used and disclosed and how the Patient may access this information. The Notice of Privacy Practices is incorporated herein by reference. A copy is available upon request at any time.

24. Force Majeure.

Neither party shall be in breach of this Agreement, nor liable for any failure or delay in performance, arising from causes beyond that party's reasonable control, including but not limited to acts of God, natural disasters, pandemic or public health emergency declarations, government orders or restrictions, prolonged power or internet outages, or other events that make performance impracticable. In such circumstances, the Practice will make reasonable efforts to provide continuity of care to the extent possible. Membership fees may be prorated or suspended during an extended force majeure event at the Practice's discretion, with written notice to the Patient.

25. Succession and Practice Dissolution.

In the event of the permanent disability or death of the physician, or the planned sale, closure, or dissolution of the Practice, the following shall apply:

- The Practice or its legal representative will provide at least 30 days' written notice to all active Members, to the extent practicable;
- Prorated unused Membership Fees for the period following the effective date of closure will be refunded;
- Members will be provided with a copy of their medical records or a clinical summary upon request, in accordance with applicable law;
- The Practice will make reasonable efforts to provide a list of alternative primary care providers to support continuity of care.

In the event of a planned practice sale or transfer to a successor physician, Members will be notified and given the opportunity to continue membership under any successor agreement or to terminate without penalty.

26. Miscellaneous.

This Agreement is to be construed without regard to any rules requiring that it be construed against the drafting party. The captions in this Agreement are only for the sake of convenience and have no legal meaning.

27. Entire Agreement.

This Agreement, including all Appendices, constitutes the entire Agreement between the parties and supersedes any prior understandings or agreements, whether written or oral.

28. No Waiver.

Either party may choose to delay or not to enforce a right or duty under this Agreement. Doing so shall not constitute a waiver of that duty or responsibility, and the party shall retain the absolute right to enforce such rights or duties at any time in the future.

29. Jurisdiction.

This Agreement shall be governed and construed under the laws of the State of Oregon. Subject to Section 22, all disputes arising out of this Agreement that are not submitted to arbitration shall be settled in state or federal court located in Lane County, Oregon.

30. Notice.

Written Notice, when required, may be achieved either through electronic means at the email address provided by the party to be noticed or through first-class US Mail. All other required notices must be delivered by first-class US mail to the Practice at: 2295 Coburg Road, Suite 201, Eugene, OR 97401 and to the Patient, at their address provided in Appendix B.

APPENDIX A – SERVICES

1. Medical Services

Medical Services offered under this Agreement are those consistent with the physician's training and experience and, as deemed appropriate under the circumstances, at the physician's sole discretion. The Patient is responsible for all costs associated with any medications, laboratory testing, and specimen analysis related to these Services unless otherwise noted. The specific Medical Services provided under this Agreement include the following:

- Office or telehealth visits for acute and chronic conditions
- Annual physicals, well-woman visits, well-child visits (10+ years)
- Nutrition and wellness counseling
- Joint injections – knee, hip, shoulder
- Abscess/cyst drainage
- IUD removal
- Suturing of minor lacerations
- Skin tags, warts, biopsies
- Nebulizer treatments for asthma/COPD
- EKGs
- Ear wax removal
- In-office point-of-care testing (e.g., glucose, urine)

2. Non-Medical, Personalized Services

The Practice shall also provide Members with the following non-medical services:

2.1 After-Hours Access.

This Practice does not provide after-hours telephone access. Patients with urgent concerns arising outside of normal business hours — including evenings, weekends, and holidays — should seek care at an urgent care center or emergency department. For medical emergencies at any hour, call 911 or go to the nearest emergency department immediately. Non-urgent matters will be addressed during the next available business day.

The Practice will make reasonable efforts to respond to messages received after hours on the next available business day. After-hours messages should not be used for urgent or time-sensitive concerns.

Planned Absences. During vacations, continuing medical education, or other planned absences, the Practice will provide advance notice as described in Section 14. During such periods, Patients should direct urgent concerns to an urgent care center or emergency department as appropriate.

Emergencies. After-hours access is not a substitute for emergency services. Patients experiencing a medical emergency should call 911 or go to the nearest emergency department immediately, at any hour.

2.2 Email Access.

Subject to the limitations of paragraph 12, the Patient shall be given the physician's email address to which non-urgent communications can be addressed. The Patient understands and agrees that neither email nor the internet should be used to access medical care in the event of an emergency or any situation that could reasonably develop into an emergency. The Patient agrees that in this situation, when s/he cannot speak to the physician immediately in person or by telephone, to call 911 or go to the nearest emergency room, and follow the directions of personnel.

2.3 Same Day/Next Day Appointments.

When a Patient contacts the Practice prior to noon on a regular office day to request a same-day appointment, every reasonable effort shall be made to schedule the Patient for that same day; or if this is not possible, Patient shall be scheduled for the following office day (subject to the limitations of paragraph 14).

2.4 No Wait or Minimal Wait Appointments.

Every reasonable effort will be made to assure that the Patient is seen by the physician immediately upon arriving for a scheduled office visit or after only a minimal wait. If physician foresees more than a minimal wait time, Patient will be contacted and advised of the projected wait time. Patient will then have the option of seeing the physician at the later time or reschedule at a time convenient to the Patient.

2.5 Telehealth.

Telehealth (virtual visits) will be available when desired and deemed appropriate by the Patient and physician.

2.6 Specialist Coordination.

The physician will coordinate care with medical specialists and other practitioners to whom the Patient needs referral. The Patient understands that fees paid under this Agreement do not include specialist's fees or fees due to any medical professional other than the Practice staff. In some instances, the Practice may advance payment on Patient's behalf to certain other medical providers with whom Practice has negotiated preferred rates, and Patient agrees to reimburse Provider as Incidental Charges on Patient's next bill.

APPENDIX B – PATIENT INFORMATION & COMMUNICATION CONSENT

The fees as set out in the attached Appendix C shall apply to the following Patient(s), who by accepting this Agreement (or as legal representative), certify that they have read and agree to the terms and conditions of this Agreement.

Patient Information

Patient identification and contact information — name, date of birth, street address, city, state, and zip, cell phone, alternate number, and email address — is collected on the Practice's online enrollment form and is incorporated into this Appendix B by reference.

Communication Consent

The Patient's communication elections are recorded on the Practice's Electronic Communication Consent, completed in the office, and are incorporated into this Appendix B by reference:

- I agree to Email communication containing PHI: Yes / No
- I agree to receive Text Message reminders and scheduling messages (no PHI): Yes / No

The Practice does not send PHI by text message.

Minor Patient Consent and Communication

When the Patient is a minor (under age 18), this Agreement must be signed by a parent or legal guardian, who assumes financial responsibility for all fees and agrees to the terms herein on the minor's behalf.

Custody and Authorization. If the minor's parents are divorced or separated, the signing parent or guardian represents that they have legal authority to consent to the minor's medical care. The Practice is not responsible for verifying custody arrangements and will rely on the representations made at enrollment.

Communication. Unless otherwise specified in writing, or if the minor is 16 or older, the Practice will communicate with the parent or guardian who signed this Agreement regarding the minor's care. However, the Patient and signing parent/guardian acknowledge that Oregon law (including ORS 109.640, 109.610, 109.675, and 109.760) grants minors the right to consent to certain categories of care independently, and that in such cases the Practice may have legal obligations to maintain confidentiality of that care even from a parent or guardian. The Practice will comply with applicable law regarding minor confidentiality.

Transition to Adult Membership. Upon the minor Patient reaching age 18, the Practice will contact the patient and parent/guardian to arrange execution of an adult Patient Agreement. Coverage under the minor tier will continue for a reasonable transition period not to exceed 60 days following the Patient's 18th birthday.

Signature

Where the Patient is a minor, the parent or legal guardian provides their printed name and relationship to the Patient on the signature page of this Agreement, and their signature on this Agreement constitutes their signature for purposes of this Appendix B.

APPENDIX C – FEE ITEMIZATION

NOTICE REQUIRED UNDER ORS 735.500–735.530

This Agreement is not health insurance and does not provide comprehensive health coverage. It does not satisfy any state or federal requirement to maintain health insurance. This Agreement covers only the primary care services listed in Appendix A. You are strongly encouraged to maintain separate health insurance or coverage for hospital care, emergency services, specialist care, prescription drugs, and any other services not expressly included in this Agreement.

Northward Health, LLC operates as a direct primary care practice under ORS 735.500–735.530 and is not a health care service contractor or insurer.

Re-enrollment Fee. If, after allowing membership to lapse or be terminated, Patient desires to re-join the practice, the Patient shall be accepted on a space-available basis, subject to a $150 re-enrollment fee.

Monthly Membership Fee

$110 per Member per month (ages 18 and older).

$80 per Member per month for Members ages 10–17, when enrolled with at least one adult (18+) Member in the same household.

The Total Monthly Membership Fee is the sum of the applicable monthly rates for each Member enrolled through the Practice's online enrollment form and is shown on that form before acceptance.

Initial Payment

One-time Enrollment Fee: $150.00, nonrefundable, plus the prorated Membership Fee for the current month, as described in Section 6.

Signatures

By signing below, the Patient (or, for a minor Patient, the parent or legal guardian signing on the minor's behalf) acknowledges having had the opportunity to review this Agreement, including Appendices A, B, and C, and agrees to be bound by its terms. This Agreement is fully executed on the date it has been signed by both parties.

For: Northward Health, LLC	**For: Patient**
By: _____	Signature: _____

Elisabeth Lawler, MD, Manager

Date: _____

Printed Name: _____

Date: _____

If signing on behalf of a minor Patient:

Printed Name of Parent/Guardian: _____

Relationship to Patient: _____