

Big Trees MD

Arnold, California, US

Big Trees MD Membership Agreement Acknowledgment

Big Trees MD Direct Primary Care Membership Agreement

Amended and Restated

Effective November 1, 2026

This version amends and restates the prior Membership Agreement in full. Changes from the prior version are concentrated in Hours of Operation, Urgent Care Instructions, Medication Refills, a new Cancellation Rights and Automatic Renewal Disclosures section required under California law, a new Use of Artificial Intelligence section, an updated Ancillary Services pricing link, and minor wording changes to the welcome paragraph. All other provisions are unchanged.

Welcome, we are glad to have you as a member of Big Trees MD! Direct Primary Care is a subscription model of healthcare delivery that recenters the focus on your holistic wellbeing. As part of your Direct Primary Care membership, we offer you a wide variety of services that are specifically tailored to your healthcare goals and personal values. This Agreement explains these services and how we will work together.

SERVICES

Virtual Care. Your time is valuable, and so you may choose to receive your care virtually via telephone, text, or video call. We consider Virtual Care a vital part of your membership.

Out of Office Visits. Occasionally, it may be most appropriate for you to receive care at your home or office. We will provide out of office visits as our schedule allows, subject to certain limitations.

Annual Exam. Your health and longevity are often best served by periodic oversight. As part of your membership and when appropriate, we will provide a comprehensive annual examination to monitor existing health conditions and recommend preventative treatments.

Ancillary Services. Your care may require ancillary services such as certain laboratory tests or electrocardiography. Most ancillary services are included in your membership, but some, like IUD placement and removal, may have an Itemized Charge that is not included in the

monthly membership fee. Current pricing is available at:
<https://www.bigtreesmd.com/services-pricing>

Specialty Care Coordination. If your care requires the services of medical specialists outside of Practice, we will make every effort to source the appropriate referral for you and process the referral expediently. Once the specialist consultation is complete, we will continue to work with your specialists to coordinate care with our office. Hospitalist and skilled nursing facility care are not a part of your membership, and Practice does not coordinate directly with hospital or skilled nursing facility care teams. If you or a family member are admitted to the hospital or a skilled nursing facility, we are happy to help you and your family understand and navigate that facility's care.

EXCLUSIONS

Excluded Services. You may need the care of emergency rooms, outside laboratory testing, pathology studies, prescribed medications, radiologic imaging, specialist consultations or treatment, surgery, urgent care centers, specialty vaccinations, or other healthcare services that are outside the scope of this Agreement and are not included in the membership fee. We highly recommend that you maintain health insurance, which may or may not cover the cost of these services. We will endeavor to place orders for Excluded Services in a manner that is cost effective for you.

Controlled Substances. It is not our policy to prescribe chronic controlled substances on your behalf, including commonly abused opioid medications, benzodiazepines, and other stimulants. If we do prescribe this class of pharmaceuticals for you, you will be asked to sign and honor our Controlled Substances Agreement.

SCHEDULING

Your advance scheduling notice helps us provide the best possible experience for all of our patients.

Cancellations. We request that you provide us with a minimum of 24 hours notice if you are unable to attend a scheduled appointment. If we do not receive 24 hours notice, you may be charged a missed appointment fee.

Hours of Operation. Practice's phone lines are available Monday through Friday, 8:00 a.m. to 7:00 p.m. Our in-clinic office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. On Saturdays and Sundays, Practice is available for acute matters only, primarily by virtual care (telephone or video call), by calling our acute line at (209) 391-1407. Outside these hours, Practice is not staffed and cannot respond to messages, calls, or texts.

Medication Refills. To ensure the fastest processing under our current workflow, please request medication refills through your pharmacy as your pharmacy will send the refill request directly to Practice. Refill requests are processed Monday through Friday, 8:00 a.m. to

5:00 p.m. Requests received outside these hours, including weekends, will be processed on the next business day. Please be aware that it may take up to 3 business days to have your prescription refilled. Accelerated or after-hours refill requests may incur an additional administrative fee.

Urgent Care Instructions. If you have an urgent healthcare need during our Hours of Operation, please contact us right away. On weekdays, we will address it through the full range of ways we typically see patients; on weekends, acute needs will be addressed primarily through a virtual visit reached by calling our acute line at (209) 391-1407. In addition to these hours, if you call the acute line and do not hear back from Practice within 30 minutes, please do not wait and go to your nearest urgent care center or emergency department right away. If you have an urgent healthcare need outside our Hours of Operation, including weeknights after 7:00 p.m., or non-acute needs on weekends, please do not wait for a response from Practice. Go to your nearest urgent care center for needs that are urgent but not life-threatening, or your nearest emergency department for anything more serious.

Emergency Care Instructions. If you are experiencing a medical or psychiatric emergency, you should immediately call 911 or visit your nearest emergency department. If you should ever need it, the National Suicide Prevention Hotline telephone number is (800) 273-8255.

CONSENT TO TREAT

You acknowledge, consent, and hereby authorize Practice to carry out your healthcare treatment. Treatment includes but is not limited to: the administration and performance of all treatments, the administration of any needed anesthetics, the administration and use of prescribed medications, the performance of such procedures as may be deemed necessary or advisable for treatment, including but not limited to diagnostic procedures, the taking and utilization of cultures, and of other medically accepted laboratory tests, all of which in the judgment of the attending provider or their assigned designees may be considered medically necessary or advisable.

You acknowledge and understand that this consent is given in advance of any specific diagnosis or treatment, that these services are voluntary, and that you have the right to refuse these services. You understand and intend this consent to be continuing in nature, even after a specific diagnosis has been made and treatment recommended. This consent will remain in full force unless revoked in writing and will not affect any actions that were taken prior to receiving your revocation.

PRIVACY & COMMUNICATIONS

Your Privacy Rights. You acknowledge and hereby authorize Practice to use and/or disclose your health information that specifically identifies you, or that can reasonably be used to identify you, to carry out your treatment, payment, and healthcare operations. Practice will adhere to its obligations regarding your privacy rights as identified in Practices Patient Notice of Privacy Practices. Your signature on this Agreement attests that you have read, understand, and agree to our Notice of Patient Privacy Practices and that you have been given a copy of the Notice or opted to use a digital copy.

Methods of Communication. You acknowledge that Practice communications may include use of cell phones, e-mail, facsimile, instant messaging, and video (collectively, Communications). Communications by their nature cannot be guaranteed to be secure or confidential. If you initiate a conversation in which you disclose protected health information on any of these Communication platforms, then you authorize Practice to communicate with you regarding all protected health information in the same format. Communications technology and platforms are wholly outside of our control. Therefore, Practice and our providers shall not be liable to you, or anyone, for any cost, damage, expense, injury, or other loss relating to Communications, malfunctions, or delays in response. Your signature on this Agreement attests that you have read, understand, and agree to our Informed Consent for Telehealth and that you have been given a copy of such or opted to use a digital copy.

Use of Artificial Intelligence.

Practice utilizes artificial intelligence (AI) tools to assist with clinical documentation, and to help identify trends in your care, laboratory results, and other health data over time.

AI-assisted documentation is reviewed by your licensed provider before it becomes part of your medical record, and AI tools are used to support, not replace, your providers clinical judgment. Any use of AI by Practice is undertaken in compliance with applicable state and federal law, including the Health Insurance Portability and Accountability Act (HIPAA) and Californias requirements governing the use of artificial intelligence in healthcare, including the disclosure requirements of California Health & Safety Code Section 1339.75 where applicable. If Practice ever sends you a communication regarding your clinical information that was generated by AI and not reviewed by a human provider, we will clearly disclose that to you and provide instructions for reaching a human member of our care team.

FEES

In exchange for Services, you agree to pay Practice the Fees as described in Attachment A. Cancellation Rights and Automatic Renewal Disclosures (California).

In accordance with California's Automatic Renewal Law, the following applies to your membership, whether billed monthly or prepaid annually under the Annual Membership Discount described in Attachment A.

Your Right to Cancel. You may cancel your membership at any time, at will, by submitting your cancellation request through the same method you used to enroll currently, your Vagaro account. Practice will not require you to call, speak with a representative, or complete any additional steps to initiate your cancellation. Practice may, at the same time, offer you a discount or alternative arrangement; accepting or declining that offer is entirely your choice and will not delay or affect your cancellation. Once received, your cancellation request will be processed immediately; your membership itself will end on the last day of the month following 30 days written notice, consistent with the Cessation provision of this Agreement. Auto-Renewal Disclosure. Your membership automatically renews at the end of each billing period unless canceled as described above. If your Monthly Fee increases from the rate in

effect during your immediately preceding billing period, Practice will provide advance written notice before the increase takes effect.

Annual Prepayment Auto-Renewal. Your twelve-month prepaid term automatically renews for an additional twelve-month term at the then-current Monthly Fee for your plan, unless you cancel as described above. Consistent with California law, Practice will provide you written notice of your upcoming renewal at least 15 days, but no more than 45 days, before your renewal date, including the amount to be charged, the renewal date, and instructions for canceling if you do not wish to renew.

Payment Method and Card on File. Regardless of whether you pay by check, ACH, or card, you are required to keep a valid card on file with Practice at all times, consistent with the Valid Payment provision of Attachment A. If you pay by check and your payment is not received by Practice within the grace period specified in Attachment A, Practice may charge the card on file for the amount due including your Monthly Fee or annual renewal amount to avoid a lapse or interruption in your membership. Practice will make reasonable efforts to notify you before doing so.

Refund Upon Early Cancellation of a Prepaid Annual Term. If you cancel before the end of a prepaid twelve-month term whether your initial term or a renewal term your refund will equal the number of unused months remaining, multiplied by the standard (non-discounted) Monthly Fee for your plan, less the value of the complimentary twelfth month and any Enrollment Fee waived as a result of your annual prepayment. No refund is issued for the month in which your cancellation request is received.

Grandfathered Family Membership Plan: If your household is enrolled in Practice's family membership plan, your Monthly Fee is not subject to change under this section and your household continues under the fee terms already in effect for your plan for as long as your enrollment continues without interruption. The cancellation mechanics described above still apply to your membership.

Cessation.

This Agreement will commence on the date it is signed and will continue until it is terminated.

Both you and Practice shall have the absolute and unconditional right to terminate this Agreement without cause.

You may end your membership upon 30 days written notice. Your notice will be effective on the last day of the month after your notice was received.

If Practice elects to terminate this Agreement, we will provide you with 30 days written notice, or other such time necessary to transition your care to another physician or non-physician provider or facility.

There are certain circumstances in which we may choose to immediately terminate this Agreement including without limitation:

You relocate outside our service area.

Failure to pay Fees and charges when they are due.

Failure to sign our Controlled Substances Agreement, Informed Consent for Telehealth, or other required documentation, as applicable.

Failure to adhere to the recommended treatment plan, especially regarding the use of controlled substances.

You are abusive, disruptive, or present an emotional, physical or other danger to the wellbeing of patients, providers, staff, or others.

Practice discontinues operation.

Enforcement.

In the event of a determination by any federal, state, or local regulatory or enforcement agency that the arrangement herein contemplated is unlawful or noncompliant with regulatory requirements, then this Agreement shall be automatically reformed to the minimum extent necessary for conformity with law and regulation. If this Agreement cannot be so reformed, then it shall automatically terminate as of the date first triggering the adverse determination. In such a case, this Agreement shall be automatically replaced by Practices relevant conforming agreement.

Disclaimer of Non-Insurance.

This Agreement does not provide comprehensive health insurance coverage, it is not a health insurance plan, PPO or HMO plan, prepaid health plan, or substitute for healthcare coverage (collectively, Insurance). As such, this Agreement is not subject to health insurance protections provided for by state law and does not meet any individual Insurance mandates. This Agreement is solely for the described Services and it does not cover hospital, specialist, or any services not directly provided by Practice.

Non-Participation in Insurance.

You acknowledge that neither Practice, nor its providers participate in any public or private Insurance. Neither Practice nor its providers make any representations regarding Insurance reimbursement of Fees paid under this Agreement, and such reimbursement is not anticipated.

Prior Authorizations.

Because Practice does not participate in or bill Insurance, we do not handle prior authorizations as part of your membership. Prior authorizations are the responsibility of the patient, or must be handled through a treating physician who bills Insurance directly. To help you navigate this process, we provide patients with a guide for contacting their insurance company to request a prior authorization. If you would like Practice to file a prior authorization on your behalf, please note this takes a minimum of approximately 2 hours of staff time and will incur a \$150.00 processing fee, reflecting the increasing administrative burden Insurance companies place on patient care.

Non-Participation in Medi-Cal.

You specifically acknowledge that Practice and its providers do not participate in Medi-Cal, Californias Medicaid program. This means that Medi-Cal cannot be billed for any Services

performed under this Agreement. Further, you agree not to bill Medi-Cal or attempt Medi-Cal reimbursement for any such services.

Non-Participation in Medicare.

You specifically acknowledge that Practice and its providers do not participate in the Medicare program. Maryal Concepcion, M.D. and Jeremiah Fillo, M.D. have opted-out of the Medicare program and federal regulations require you to sign our Medicare Beneficiary Private Contract. Failure to sign our Medicare Beneficiary Private Contract will result in your membership being automatically terminated and any unearned Fee will be prorated and refunded to you, as required. Medicare cannot be billed for any Services performed under this Agreement. Further, you agree not to bill Medicare or attempt Medicare reimbursement for any such services.

MISCELLANEOUS

Amendment. This Agreement may be amended by Practice from time to time. Your continued engagement of Services will acknowledge your agreement to subsequent amendments.

Default. In the event of your default under this Agreement, Practice will be entitled to costs reasonably related to such default.

Dispute Resolution. The parties shall endeavor to amicably resolve any disputes arising under this Agreement. If such internal resolution is not effective, each party agrees that final disposition of the dispute shall be resolved by binding arbitration and enforced by any court of competent jurisdiction. The provider of arbitration services shall be determined by Practice. Notwithstanding anything to the contrary, small claims court actions brought by Practice shall be exempt from the requirements of this provision.

It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. The parties specifically waive any and all jurisdictional rights under the laws of any other state. Except for small claims court actions, all disputes arising out of this Agreement shall be settled by binding arbitration. The provider of arbitration services shall be made solely at Practices discretion and costs of arbitration shall be borne equally by the parties. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

Governing Law. This Agreement shall be subject to and governed by the laws of California, without regard to any conflicts of law provisions therein contained and the parties specifically waive any and all jurisdictional rights under the laws of any other state.

Grammar and Headings. Unless the context otherwise requires, the singular shall include the plural and the plural may refer only to the singular. The use of any gender shall be applicable

to all genders. Capitalized terms used in this Agreement shall have the definitions provided. The captions and headings for each provision of this

Agreement are included for convenience of reference only and shall not be deemed to modify, restrict, or enlarge any of the terms or provisions of this Agreement.

Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other oral or written agreements, representations, negotiations, and understandings.

Notices. Any notices or payments required or permitted to be given under this Agreement shall be deemed given when in writing, by electronic transmission, hand delivered, or delivered by traceable carrier with postage prepaid, to the other party at the address set forth herein or as the parties may otherwise designate in writing. All notices shall be deemed delivered as evidenced by verified digital date stamp, on the date of hand delivery, or the date of receipt provided by traceable carrier.

Notice to Consumers. Medical doctors are licensed and regulated by the Medical Board of California, available by telephone at (800) 633-2322 or online at www.mbc.ca.gov.

Remedies. All powers, remedies, and rights (Remedies) granted to Practice by any particular term of this Agreement are cumulative and in addition to, but not in limitation of, any Remedies that it has under any other term of this Agreement, at common law, in equity, by statute, or otherwise. All such Remedies may be exercised separately or concurrently, in such order and as often as may be deemed desirable by Practice.

Severability. In the event that any provision of this Agreement is held to be illegal or unenforceable for any reason, the unenforceability of that provision shall not affect the remainder of this Agreement, which shall remain in full force and effect in accordance with its terms, and any offending provision shall be rectified to the minimum extent necessary for conformity with law unless it cannot be rectified in which case this Agreement shall be interpreted as though the offending provision had not existed.

If this Agreement is held to be invalid or unenforceable for any reason, and if Practice is therefore required to refund all or any portion of the Fees paid by you, you agree to pay Practice an amount equal to the fair market value of the Services actually rendered to you during the period of time for which the refunded fees were paid commensurate with prevailing rates in the Practice service area.

Survival. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.

Waiver. No waiver of a breach of any provision of this Agreement will be construed to be a waiver of this Agreement, or any other provision herein contained, whether of a similar or different nature, and no delay in acting with regard to a breach shall be construed as a waiver of that breach.

Your signature below means that you have read, understand, and agree to all of the terms contained in this Agreement, the Notice of Patient Privacy Practices, and the Telehealth

Informed Consent. If you are enrolling patients other than yourself, your signature means that you have the authority to act on their behalf and you are financially responsible for Services they receive under this Agreement.

NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE SECTION 9c OF THIS CONTRACT.

ATTACHMENT A

Amended Fee Schedule

Effective November 1, 2026

This Attachment A amends and restates in full the prior Attachment A to the Direct Primary Care Membership Agreement between you and Practice, and is effective as of November 1, 2026. For members enrolled prior to that date, this Attachment A applies beginning with the Monthly Fee payment due November 1, 2026, in accordance with the fee-change notice provision of your Agreement.

Grandfathered Family Membership Plan Not Subject to This Attachment A. If your household is currently enrolled in Practice's family membership plan, your Monthly Fee is not changing and this Attachment A does not apply to your membership. Your household continues under the fee terms already in effect for your plan for as long as your enrollment continues without interruption. All other provisions of your Agreement, including the Itemized Charges provision below, continue to apply to your household in the same manner as to all other members.

Fees. In exchange for Services, you agree to pay Practice the following Fees. Fees may be a permissible expense under a qualified flexible spending account or healthcare reimbursement arrangement. Consult with your accountant if you have questions.

Monthly Fees for Individuals

Age Bracket

Monthly Fee

Infant, age 0-12 months

\$89.00

Children, age 1-18

\$49.00

Adults, age 19-41

\$99.00

Adults, age 42-64

\$135.00

Adults, age 65-99

\$185.00

Adults, age 100+

\$1.00

*Monthly Fee includes unlimited virtual care; home visits start at \$189.00**

Welcome Baby!

\$1,049.00 provides Mama & Baby 3 months of care. (This is a one-time fee, no subscription is required.)

*The Welcome Baby plan includes unlimited virtual care and 3 home visits in Baby's first month. Additional home visits are \$189.00**

Breastfeeding support! Circumcision is available for an additional affordable fee. The Enrollment Fee is waived if Mama & Baby become monthly members.

Hey Mama \$99.00 per month

*Monthly Fee includes unlimited virtual care and 1 home visit per month. Coordination of care with your obstetrician / midwife at 28 weeks' gestation. Additional home visits are \$189.00**

Enrollment Fee

Enrollment Fee. The Enrollment Fee is \$150.00 and covers the initial administrative cost of establishing your membership; it is not related to the provision of Services.

Annual Membership Discount

Annual Prepayment. Members who elect to prepay twelve (12) months of their Monthly Fee in advance will receive their twelfth month at no additional charge an effective discount equal to one month's Fee and will have their Enrollment Fee waived in full. This option is available to new members at enrollment and to existing members at their next renewal, and applies to the Whole Family and Infant plans as follows:

Plan

12 Monthly Payments

Annual Prepay (11 mo.)

Infant (0-12 months)

\$1,068.00

\$979.00

Children (1-18)

\$588.00

\$539.00

Adults (19-41)

\$1,188.00

\$1,089.00

Adults (42-64)

\$1,620.00

\$1,485.00

Adults (65-99)

\$2,220.00

\$2,035.00

Hey Mama (prenatal)

\$1,188.00

\$1,089.00

Annual prepayment is not offered on the Adults 100+ rate.

Monthly Fee

The Monthly Fee is due no later than the first day of the month and is payable by automatic debit from your bank or credit card account. In order to remain financially viable, Practice reserves the right to change its fees at any time with 30 days' notice to you, but not more than once per calendar year. The Monthly Fee for your membership is identified above.

Itemized Charges

The fees for Itemized Charges change in response to our costs and we endeavor to make these services as affordable as possible. You will be made aware of the fees for Itemized Charges in advance of the services being performed. Payment for Itemized Charges is due at the time services are rendered.

Prior Authorization Filing Fee. Practice does not participate in or bill Insurance and does not handle prior authorizations as part of your membership; patients are provided with a guide for contacting their insurance company directly to request a prior authorization. If a patient asks Practice to file a prior authorization on their behalf, this requires a minimum of approximately 2 hours of staff time and incurs a \$150.00 processing fee.

Re-enrollment

If you choose to discontinue your membership and you later wish to re-enroll, we reserve the right to decline re-enrollment or require you to pay a re-enrollment fee equivalent to \$309.00 plus the months of absent payments while you were not enrolled as a member, not to exceed 12 months.

Valid Payment

You are required to keep a valid form of payment on file and if the form of payment provided expires or otherwise becomes invalid, you agree to promptly provide updated payment information. Insufficient funds or chargebacks may result in a charge on your account, and overdue accounts may be subject to interest. You agree to keep your account current and pay Fees and charges when they are due.

Check Payments and Card on File. If you pay by check, you are still required to keep a valid card on file at all times. If a check payment is not received by Practice within 7 business days of its due date, Practice may charge the card on file for the amount due to avoid a lapse or interruption in your membership. Practice will make reasonable efforts to notify you before doing so.

Employer Sponsored Membership

If your membership is being paid for by your employer, the applicable terms of the Employer Agreement are incorporated by reference as though fully set forth herein. If your employer-sponsored membership ceases, the Fees then in effect shall apply to your membership.

Obligations contained in this Attachment A shall survive termination of this Agreement for any reason.