



**DATE:** \_\_\_\_\_

## **GEM EXPRESS CARE | DIRECT E-CARE (DEC) CONTRACT**

### **Decision to join:**

I acknowledge and understand that I am voluntarily becoming a **Gem Express Care**, Direct E-Care (DEC) member, as offered by **Gem Express Care**, an Idaho Professional Service Corporation (herein "GEC"), and that this agreement is non-transferable. The effective date of my DEC membership is the date on which I sign this document. I have reviewed the DEC Service Guide below and I have had the opportunity to ask questions and receive answers regarding its content.

### **DEC is NOT insurance:**

I acknowledge and understand that this agreement does not provide comprehensive health insurance coverage, nor is it a contract of insurance and that it provides only the health care services specifically described in the DEC Services Guide. GEC will not bill insurance carriers for any services specifically described in the DEC Services Guide on my behalf. Concurrently, I will not seek reimbursement from any insurance carrier for the services specifically described in the DEC Services Guide. If I do seek reimbursement from any insurance carrier for the services specifically described in the DEC Services Guide, I will be putting GEC in violation of legal standards, and will be held responsible for any financial damages incurred by GEC on the basis of that violation.

### **Charge responsibility:**

I acknowledge and understand that I am responsible for any charges incurred for health care services performed *outside what GEC offers*, including but not limited to, emergency room visits, hospital care, specialist care, and imaging/laboratory tests performed by third parties. Additionally, I acknowledge and understand that I am responsible for any charges incurred for health care services provided by GEC but not specifically described in the DEC Services Guide.

### **Billing in arrears:**

I acknowledge and agree to pay my monthly care fee(s) on or before the due date. Monthly fees will be assigned on the first of the month after the sign-up date and continue monthly. This payment will cover the prior month's membership fee. In the event that I am unable to pay my fee(s) on time, I understand that I will be charged a \$30 late fee and that my service agreement may be terminated.

### **Mutual Termination:**

- A.** I acknowledge and understand that I may terminate my DEC membership at any time and for any reason, by providing written notice to GEC. Termination will take effect at the end of the month. Until written termination notice is received, monthly fees will continue to accrue.
- B.** I acknowledge and understand that GEC may terminate my DEC membership by providing me written notice, effective at the end of that calendar month. GEC will not terminate this DEC membership contract solely on the basis of health status or protected status.

### **Rejoining:**

I acknowledge and understand that in the event that I terminate my DEC membership after receiving initial services that I will not be allowed to reestablish my membership prior to the passage of 18 months from the termination date, unless I agree to pay an early rejoining fee of \$200 per member.

**Fee Schedule:**

I acknowledge and understand the following DEC membership fee schedule:

\$35 / month per patient

**HSA, HRA, FSA accounts and Direct E-Care:**

At this time, the IRS does not consider Direct E-Care monthly membership fees eligible for above accounts, since Direct E-Care did not exist when these accounts were rolled out.

**Maintain health insurance for services not provided by this agreement:**

The logic behind Direct E- Care is to exclude insurance from the basic transaction of ongoing and routine care. On the other hand, buying health insurance or a health share plan to cover unpredictable and catastrophic expenses is encouraged.

**Change in service:**

I acknowledge and understand that GEC may add or discontinue services, or may increase my fee schedule at any time (but no more than once per year), and that I will be given, in writing, at least sixty (60) days notice of such fee schedule changes.

**Addressing concerns:**

I agree to bring any complaints about services I receive as a DEC member to the attention of GEC staff before other parties are involved. Unresolved complaints may then be brought to the attention of the Idaho Board of Medicine, 1755 N Westgate Dr, Boise, ID 83704. (208) 327-7000.

**Unresolved Matters:**

All matters in dispute and not resolved by negotiation under \$500.00 must be brought in small claims.

**Gem Express Care DEC Services Guide:**

- Same day or next-business-day video visits Monday through Friday, excluding office holidays.
- Unlimited access to provide as much care via portal message exchange (i.e., PatienAlly.com a HIPAA compliant patient portal) that can be accomplished in a safe manner.
- Organization and review of your historic and outside medical records via our HIPAA compliant EHR (Office Ally).

**Excluded services** (which will be billed to your insurance OR to you if you don't carry insurance)

- Anything not specifically listed above.
- Health care services performed outside of GEC including but not limited to: emergency room visits, hospital care, specialist care, and imaging/laboratory tests performed by third parties.
- Vaccines/medication costs (vaccine/medication *administration* costs are included, see above).
- Medical tests.
- Cosmetic dermatology procedures such as Botox.
- Durable medical equipment (e.g., braces, splints, and crutches).
- Labor and Delivery care.
- Complementary care such as physical therapy, psychotherapy, chiropractic care, full body acupuncture, massage, and naturopathy.

\_\_\_\_\_  
Signature patient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name patient