



California Movement Disorders Center
Kristin Andruska, MD, PhD, PC
Phone: 650-484-0440, Fax: 650-484-0668
PO Box 391344, Mountain View, CA 94039
info@CMDNeuro.com, www.CMDNeuro.com

Welcome! Thank you for your interest in the California Movement Disorders Center. We are committed to providing personalized care and unparalleled service through appointments designed to fully address the complexity of Parkinson's disease, tremor, and other movement disorders. In order to provide the level of care these complex disorders require, CMDC is a participation-based clinic. This allows us to offer longer visits, more frequent visits when needed, shorter wait times, prompt responses, access to clinical trials, and the latest treatment options in movement disorders neurology.

Enclosed is our enrollment packet for your review. The intention of this packet is to specifically define the services, amenities, insurance relationship, and cost of CMDC participation. It includes the following:

- Member Participation Agreement
- CMDC Services and Amenities
- Member Code of Conduct
- Telehealth Informed Consent Form
- Email Use Agreement
- Dr. Andruska's Biography

To join the practice, our members pay an annual membership fee. While insurance does not cover this membership fee, we do accept Medicare and most private insurance plans for covered services and will submit claims on your behalf.

We offer both telemedicine visits online and in-person visits at our Los Gatos clinic, located at 825 Pollard Road, Suite 100, Los Gatos, CA 95032.

If you have any questions after reviewing this document, or to become a member, please call Specialdocs at (408) 740-3785 to enroll over the phone or complete the attached form and fax to (847) 432-4503 or mail to CMDC, P.O. Box 106, Highland Park, IL 60035. Thank you for your interest. We are excited to partner with you in your care!

Sincerely,

Dr. Andruska and the California Movement Disorders Center team



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CMDC Member Participation

Kristin Andruska, MD, PhD, PC, doing business as the California Movement Disorders Center (CMDC), is a movement disorders neurology clinic that offers patients the special services and amenities described in this Member Participation Agreement (the “Agreement”). CMDC (“We” or “Us”) sets forth in this Agreement the terms and conditions under which the Member identified below (“You”) shall participate with CMDC. This Agreement becomes effective upon CMDC receiving your signed Member Participation Agreement (“Effective Date”).

If you have questions, or to become a member, please call Specialdocs at (408) 740-3785 to enroll over the phone or complete the attached Member Participation form and fax to (847) 432-4503 or mail to CMDC, P.O. Box 106, Highland Park, IL 60035.

Terms and Conditions

1. Your Participation in CMDC. You will be a member of CMDC. This Agreement describes CMDC and the terms and conditions of your participation. This contract automatically renews, unless terminated by You or Us, each year on the anniversary of your Effective Date.
2. Your Physician. Your Physician will be Dr. Andruska. We will notify You promptly of any change. At any time of the day, whether normal business hours or off-hours, your Physician may be busy caring for other members, and therefore may not be available. Your Physician also conducts non-clinical activities, including research and education. Therefore, your Physician will have clinic appointments on specified days of the week. In addition, your Physician will be periodically absent for administrative time, vacations, and continuing medical education and could be unavailable for a period of time due to illness or temporary disability.
3. About CMDC. CMDC offers You services and amenities that go beyond and are in addition to the medical and other health care services that are covered and reimbursed by your insurer or health care plan. CMDC’s Services and Amenities are described in Exhibit A.
4. Participation Fee. As consideration for CMDC’s Services and Amenities, You shall pay to Us an annual Participation Fee that may be paid in full, or in semiannual or quarterly payments.



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5. Personal Responsibility for Participation Fees. CMDC's Services and Amenities do not include services covered by Medicare or any other health insurance or health benefit plan. You should not expect to receive reimbursement for Participation Fees from Medicare or any private or governmental payor. You will be personally responsible for paying your Participation Fees. Your membership and this Agreement are not an insurance contract. You will need health insurance to cover all of your other expenses, including hospitalization, pharmacy, other specialists, laboratory services, ambulance services, and any medical services not explicitly covered by your Participation Fees, as stated in this Agreement.

6. Health Care Services. You will be financially responsible for any medical or other health care services provided by Us that are not included in CMDC's Services and Amenities. This would be unusual, and We would notify You in advance of providing such services that they are not covered and how much We will charge for them.

Insurance-Covered Services. We will accept insurance reimbursement as payment in full for all covered services We provide to You.

Non-Covered Services. If We provide any medical or other health care services that are neither Medicare-Covered Services, Insurance-Covered Services, nor CMDC's Services and Amenities, You will be financially responsible for those services on a fee-for-service basis.



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7. Member Code of Conduct. You understand and agree to the CMDC Member Code of Conduct (see Exhibit B).

8. Consent to Telehealth. The CMDC may offer some services via Telehealth (also known as Telemedicine). You agree that if You participate in Telehealth consultations with CMDC, they are subject to the risks and benefits outlined in Exhibit C. You understand that the details of your Telehealth encounter will become part of your medical record, as would any face-to-face, telephone, or written interaction.

9. Email Use Agreement. If You choose to use email to communicate with CMDC, You agree to the appropriate use guidelines outlined in Exhibit D.

10. Use of Technology. To enhance the efficiency of the clinic, We use a variety of technologies, including third-party electronic medical records systems and cloud-based platforms, to store documents, communicate with other providers, and in other activities. We have exercised due care in selecting vendors whose security and management practices meet or exceed applicable ethics and privacy requirements. You consent to the use of these services to store files, provide communication, and carry out other necessary tasks related to your medical care.

11. Your Rights and Responsibilities. Your CMDC Participation Fees entitle You to receive CMDC's Services and Amenities. However, CMDC is not health insurance, and CMDC's Services and Amenities do not include all the services You may receive as a patient of other providers, hospitals, and clinics. If You are eligible for Medicare, You must remain enrolled in parts A and B of Medicare. You shall remain responsible to pay all required premiums to the Medicare Program. If You do not have insurance, or your coverage network does not include CMDC, You will be personally responsible for the cost of services, office visits, and procedures performed by CMDC, in addition to the Participation Fees. You should continue to look to any health insurance or health benefit plan that You may have to pay for hospital and medical expenses, including procedures, blood tests, imaging studies, other medical studies, other physicians' visits, and hospitalization fees, including co-payments and deductibles. You shall remain personally responsible to pay all required insurance or health plan premiums,



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co-payments, deductibles, and non-covered services. We will help You with insurance and healthplan authorizations as needed for medicines and tests that We order.

12. Termination. Your participation in CMDC is voluntary. There is no obligation to participate in CMDC, although all of our patients must participate to remain with the practice. Our goal is for every member to be happy and satisfied with the Services and Amenities CMDC provides. This Agreement will take effect on the Effective Date and will continue in effect unless and until terminated either by You or Us. Termination of this Agreement will end your participation in CMDC and your rights to continue to receive CMDC's Services and Amenities and will terminate our Physician-patient relationship. If You do not want to participate or no longer want to participate, We will provide You with the names of other Physicians in our specialty. You may terminate this Agreement at any time by giving thirty (30) day's prior written notice. If You terminate, You must provide Us notice via fax (650-484-0668) or email (info@CMDCneuro.com). If We decide to terminate this Agreement, or if We are unable to provide services to You, We will notify You of the decision in writing, provide reasonable notice of the date on which services will terminate, provide You a list of other Physicians in the same subspecialty, and continue to provide urgent and emergent care to You during the thirty (30)day notice period. Following termination of this Agreement, We will bill You for any overdue or unpaid participation fees. Upon termination, We will stop membership charges and refund any unused portion of annual subscription fees, after the initial first three (3) months of payment. At that time, We will be happy to transfer your records to another Physician upon your written request, which may be provided via fax or email as above.

13. Medical Records Retention. Upon termination of this Agreement, You can request a copy of your medical records from CMDC. If You do not request a copy of your records, CMDC will keep a copy of your records for a period of five (5) years from termination. After the five (5) year period has expired, You agree to the destruction of your records.

14. Choice of Law. This Agreement shall be governed by the laws of the State of California without application of choice-of-law principles.

15. Changes or Modification of Agreement. We may make changes to CMDC, including



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changing, adding, reducing, or eliminating any of CMDC's Services and Amenities. If We make a substantial change to CMDC's Services and Amenities, We will notify You by giving thirty (30) days prior written notice and give You the opportunity to terminate this Agreement as described above. This Agreement may be supplemented, amended, or modified only by the mutual agreement of both parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by You and Us.



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CMDC Services and Amenities (Exhibit A)

The Services and Amenities described below are intended to make your care more personalized, including an emphasis on enhanced service, convenience, communication, and decreased wait times. These Services and Amenities are covered under your CMDC Member Participation Fee.

- Office visits beyond the number that would be deemed to be medically necessary.
- Timely (generally within a week) appointments if You wish to see your Physician immediately, even if You are not suffering from what your insurance carrier would classify as an emergency or urgent condition.
- Flexibility to schedule timely follow-up appointments at your preferred interval.
- Telephone and/or email consultations not covered by your insurance.
- Regular communication with your primary care doctor and other specialists regarding your care.
- Joining your appointments with another specialist, when deemed by Us to be appropriate.
- Following You during hospitalizations during which You are under the care of another Physician or another specialist.
- The opportunity to learn about and participate in active clinical research where your Physician is a principal investigator.
- Participation in Movement Disorders events, including seminars and educational opportunities, from Us and our partners.
- Events and updates about emerging therapeutics and current research in the Movement Disorders field.



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CMDC Member Code of Conduct (Exhibit B)

- You agree to treat all CMDC staff and affiliates respectfully. You will not make harassing, threatening, offensive, or intimidating statements through any form of verbal, non-verbal, written, or electronic communication.
- You will not make racial or cultural slurs or other derogatory remarks associated with, but not limited to, race, gender, disability, language, or sexuality.
- You will arrive on time for your pre-visit check-in. You understand that if You arrive late, You may be asked to reschedule your appointment, or You will have an abbreviated visit, at the Physician's discretion.
- If You need to unavoidably cancel or reschedule an appointment, You will call more than one business day (at least 24 hours) in advance.
- You understand that written messages, emails, and faxes are not appropriate forms of communication for urgent or time-sensitive communications. If You need immediate assistance, You will contact Us by telephone or in person or call 911. You understand that written messages, emails, faxes, and telephone records will become part of your permanent medical record.
- You will respect the after-hours emergency line as a shared resource and use it only for emergencies. You will submit non-urgent questions, including requests for referrals and refills, during normal business hours.
- You understand that CMDC does not prescribe controlled substances, including, but not limited to, narcotics, opioids, benzodiazepines, and amphetamines.
- You understand that CMDC is a movement disorders neurology clinic. As such, diagnoses and treatment plans are limited to movement disorders. For medical care or treatment pertinent to other subspecialties, CMDC will provide a referral when appropriate.



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Telehealth Informed Consent Form (Exhibit C)

Introduction: The State of California defines “Telehealth” as the mode of delivering health care services and public health via information and communication technologies to facilitate the diagnosis, consultation, treatment, education, care management, and self-management of a patient’s health care. Telehealth facilitates patient self-management and caregiver support for patients and includes synchronous interactions and asynchronous store-and-forward transfers.

Expected benefits:

- a) Improved patient medical care availability by enabling communication with a Physician at distant/other sites.
- b) More efficient medical evaluation and management.
- c) Ability to obtain a distant Physician’s expertise.
- d) Direct communications with your Physician during a period of quarantine or global pandemic.

Possible risks: As with any medical procedure, there are potential risks associated with the use of Telehealth. These risks include, but are not limited to:

- a) In rare cases, information transmitted may not be sufficient (e.g., poor resolution of images or poor audio quality) to allow for appropriate medical decision-making by the Physician.
- b) Delays in medical evaluation and treatment could occur due to equipment deficiencies or failures.
- c) In very rare circumstances, security protocols could fail, causing a breach of privacy.
- d) In rare cases, a lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other judgment errors.



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Email Use Agreement (Exhibit D)

Email Use: Email correspondence should be between the clinic and an adult patient 18 years or older or their legal representative. In a medical emergency, do not use email; instead, call 911.

Privacy and Confidentiality: Email should not be considered a secure form of communication. Consider email like a postcard that can be viewed by unintended persons. In addition, the content of the email may be monitored by the administration to ensure appropriate use. Discuss with your Physician who will process your email messages during business hours, vacations, or illness. All emails regarding your care will be included in your medical record.

Creating a Message: In the subject line, include the general topic of the message. In the body of the message, include your name and date of birth.

Content of the Message: Email should be used for non-sensitive and non-urgent issues. Types of information appropriate for email include: 1) appointment scheduling, 2) general clinic information, and 3) non-medical questions about your visit.

According to California law, your provider may not communicate any lab results unless your email correspondence is conducted through a secure server. Additionally, email must never be used for results of testing related to HIV, sexually transmitted disease, hepatitis, drug abuse, presence of malignancy, alcohol abuse, or mental health issues. Any medical or protected health information should not be communicated through email but rather through the secure written messaging system of the electronic medical record.

Response Time: Discuss with your provider the expected time in which to receive a response. If the expected time is exceeded, call the clinic at the phone number listed above.

Ending Email Relationship: Either You or your provider may request via email or letter to discontinue using email as a means of communication.

Disclaimer: The California Movement Disorders Center is not responsible for email messages that are lost due to technical failure during composition, transmission, and/or storage.



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Dr. Andruska's Biography

Dr. Andruska is a board-certified neurologist and fellowship-trained movement disorders specialist. She believes in a patient-centered approach to the treatment of all movement disorders. She also has expertise in the use of focused ultrasound, deep brain stimulation, and botulinum toxin injections for Parkinson's disease, essential tremor, dystonia, and more.

She attended the University of Texas at Austin, where she received her undergraduate degree in biology. After graduation she worked as a genetics researcher at the Baylor College of Medicine in Houston, Texas. She then attended the University of Minnesota and completed the National Institutes of Health's Medical Scientist Training Program, earning both an MD and a PhD. She received a competitive Kirschstein predoctoral fellowship to support her PhD research, which focused on the biochemistry of inherited neurodegenerative disease.

Dr. Andruska completed her neurology residency at Washington University in St. Louis, where she also served as its first Chief Resident of Education. She was the recipient of the Irwin Levy Prize for Teaching and the Abdullah M. Nassief Award for Neurology. While at Washington University, she researched the molecular and genetic mechanisms of Parkinson's disease. She completed her sub-specialty Movement Disorders Fellowship at Stanford University Medical Center.

At the Parkinson's Institute and Clinical Center, she was Medical Director of the movement disorders clinic and led a large clinical research program. Currently, she serves as head of the California Movement Disorders Center and Chief Scientific Officer of the Neuroscience Research Institute.