

**AUTHORIZATION TO DISCLOSE PROTECTED HEALTH INFORMATION
(HIPPA COMPLIANT)**

Recommending Physician's Information:

Name: _____

Address: _____

Tel& Fax No.: Tel. _____ Fax: _____

Patient's/ Members' Information:

Name: _____

Address: _____

Date of Birth: _____ Email: _____

1. PERSONS AUTHORIZED TO DISCLOSE PROTECTED HEALTH INFORMATION:
Patient authorizes the following persons or organizations in section 3 below to disclose the health information about the above-named patient as described in section 2 below:

2. DESCRIPTION OF INFORMATION: This Authorization permits the use and/or disclosure of the following information about the above-named patient:

1. **Patient's medical marijuana recommendation, a copy of which is attached, and supporting medical documents.**

Patient understands that the information to be released may also include any medical history, physical or mental condition, services rendered or treatment received in furtherance of your physician's recommendation.

3. AUTHORIZED USERS AND RECIPIENTS:

Patient hereby authorizes, **Qualified Patients Care Group**, a private patient collective, (hereinafter Collective) and its Designated Agent, to receive and/or use the information described in section 2, above for the purpose of providing a means of verifying patient's status as a qualified patient to "ensure that patients and their primary caregivers who obtain and use marijuana for medical purposes upon the recommendation of a

Qualified Patients Care Group
a California Nonprofit Mutual Benefit Corporation

A Private Patient Collective

Articles filed February 17 , 2012
Corporate No. 3443494

physician are not subject to criminal prosecution or sanction.” (§ 11362.5(b)(1)(A)-(B).) The Collective is specifically authorized to use Patient’s status as a qualified patient and a member of the Collective should the Collective need to invoke a medical marijuana and/or collective/cooperative defense to any criminal prosecution against the Collective and/or Member.

4. REVOCATION: Patient understands that patient has the right to revoke this authorization at any time. Patient understands that a revocation will be effective upon its receipt by the person(s) Patient authorized in section 1, but would not be effective to the extent that such persons have acted in accordance with this Authorization and in reliance thereon, i.e., Collective would be authorized to use Patient’s status as a qualified patient and a member of the Collective should the Collective need to invoke a medical marijuana and/or collective/cooperative defense to any criminal prosecution against the Collective and/or Member.

5. REDISCLOSURE: Patient understands that if the recipient of Patient’s information in Section 3 is not a healthcare provider, or an entity required to comply with federal or state health privacy regulations, Patient’s health information may be further disclosed by such recipient and Patient’s information may no longer be protected by state and federal laws. Patient agrees that no further authorization is required for the Authorized User and its agent(s) to redisclose the health information received by the Authorized User or its agent(s).

6. TERMINATION OF AUTHORIZATION: This authorization will expire one (1) year from the date of Patient’s signature as indicated below or upon the termination or cancellation of Patient as a member of the Collective, whichever is longer.

7. COPY RECEIVED/PHOTOCOPY VALID: Patient acknowledges receipt of a copy of this Authorization. Patient acknowledges that a photocopy of this authorization is a valid as the original.

Dated:

Signature Member

Print Name Member

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Individual Membership & Association Agreement

1.

SUMMARY OF THE RULES OF THE COLLECTIVE

Membership Application and Verification:

When a qualified patient, holder of a California Department of Health ID Card or their designated primary caregiver (hereinafter Member) wishes to become a member of **Qualified Patients Care Group**, a private patients collective¹ (hereinafter Collective), Member understands and agrees not to give to anyone any medical marijuana he or she received from the Collective or use said medical marijuana for non-medical purposes.

Membership Application and the Release of Medical Information:

All Members understand and agree to read and complete this membership application and the Release of Medical Information in order that the Member's status as a qualified patient or primary caregiver can be verified, unless the Member has a valid state medical marijuana identification card.

Medical marijuana patients and primary caregivers may "associate within the State of California in order collectively or cooperatively to cultivate marijuana for medical purposes." (11362.775)

A collective is "an organization that...facilitates the collaborative efforts of patients and caregiver members...and transactions between members... including the allocation of costs and revenues".

Written membership applications, verifications and updates are required of all patients or primary caregivers who wish to form or join a Collective and remain in good standing.

Conditions of membership are to be enforced by excluding members whose identification card or physician recommendation are invalid or have expired, or who are caught diverting marijuana for non-medical use."

Collectives are to acquire marijuana only from their constituent members (in order to) lawfully transport...or distribute to other members of the Collective.

Nothing allows marijuana to be purchased from outside the Collective for distribution to its

¹ County of Butte v. Superior Court (Williams) (2009)175 Cal.App.4th 729.

members. Instead the cycle should be a closed-circuit of marijuana cultivation and consumption with no purchases or sales to or from non-members.

Member agrees not to give to anyone any medical marijuana he or she received from the Collective in order to prevent any medical marijuana going to non-medical markets.

This Collective documents each member's contribution of labor, resources, or money and tracks and records the source of its medical marijuana.

Collectives may cultivate and transport marijuana in aggregate amounts tied to its membership numbers and medical needs.

2.

VERIFICATION

Membership Will not be Granted Unless the Collective Verifies the following:

1. Member's status as a California resident, qualified patient or primary caregiver, unless he or she has a valid state medical marijuana identification card, this will involve personal contact with the recommending physician (or his or her agent),
2. Verification of the physician's identity, as well as his or her state licensing status.
3. Verification of primary caregiver status this will include contact with the qualified patient to ensure statutory compliance, as well as validation of the patient's recommendation. Copies will be needed of the physician's recommendation or identification card, of both the primary caregiver and patient's recommendations, including written authorization of patient designating Member as primary caregiver; A primary caregiver is a person who is designated by a qualified patient and "has consistently assumed responsibility for the housing, health, or safety" of the patient. (§ 11362.5(e).)

3.

MEMBERSHIP AGREEMENT

1. Member understands and agrees that the Collective will track when members' medical marijuana recommendation and/or identification cards expire and will be provided notice of intent to Cancel Membership 30 days prior to expiration, during which time Member shall obtain or renew their medical marijuana recommendation and/or identification cards; _____;
Member initials
2. Member understands and agrees that there is NO SMOKING OF ANY KIND in, around or within 1000 feet of the Collective. Member understands and agrees that medical marijuana shall not be smoked (a) where smoking is prohibited by law, (b) at or within 1000 feet of a school, recreation center, or youth center (unless the medical use occurs within a residence), (c) on a school bus, or (d) in a moving motor vehicle or boat. (§ 11362.79.)

3. Member understands and agrees that the Collective will enforce conditions of membership by excluding members whose identification card or physician recommendation are invalid or have expired, or who are caught diverting marijuana for non-medical use. _____;
Member initials
4. Member understands and agrees not to distribute marijuana to non-members _____;
Member initials
5. Member understands and agrees not to use the marijuana for other than medical purposes; _____;
Member initials
6. Member understands and agrees that qualified patients claiming protection under Proposition 215 may possess an amount of marijuana that is “reasonably related to [their] current medical needs.” (People v. Trippet (1997) 56 Cal.App.4th 1532, 1549.) In order that the Collective can grow those amounts reasonably related to its Members’ current medical needs, Member estimates his or her current medical needs to be approximately _____ (grams) (ounces) [Indica] or [Sativa] per month. _____;
Member initials
7. Member understands and agrees to notify the Collective of any change in their status as qualified patient or primary caregiver and update his or her membership records, i.e., address, telephone number, recommending physician’s contact information (address, telephone number). _____;
Member initials

3.

Medical Marijuana Collective Agreement
Pursuant to California Health and Safety Code § 11362.775

I, _____, (hereinafter Member) am a California resident and qualified patient, or primary care giver for a qualified patient who uses cannabis as medicine approved by my doctor under California State law and hereby certify that I am a qualified patient suffering from serious medical conditions and have obtained recommendations or approvals from licensed physicians in the State of California to use medical cannabis (marijuana) to treat my medical condition(s). ***A true and accurate copy of my recommendation and California Driver’s License or California Identification Card are attached hereto.*** _____;
Member initials

As a qualified medical marijuana patient or primary care giver for a qualified patient under California law, I choose to associate with **Qualified Patients Care Group**, a private patients collective (hereinafter Collective) to collectively cultivate marijuana for medical purposes. I understand that as a members of the Collective I can, if able, contribute labor, funds, or materials, to the extent they are able to do so. The Collective was formed in accordance with California Health and Safety Code § 11362.775, which states:

“Qualified patients, persons with valid identification cards, and the designated primary caregivers of qualified patients and persons with identification cards, who associate within the State of California in order collectively or cooperatively to cultivate marijuana for medical purposes, shall not solely on the basis of that fact be subject to state criminal sanctions under Section 11357, 11358, 11359, 11360, 11366, 11366.5, or 11570.”

Furthermore, "Two or more patients/caregivers...may associate within the State of California in order collectively or cooperatively to cultivate marijuana for medical purposes." (H&S 11362.775).

I agree to work with the members of the Cooperative in order to collectively cultivate cannabis for medical purposes under state law, to the benefit of each and for the good of the whole.

I understand and agree to support the following standards:

1. To keep my Physician Approval updated and current, with an additional authorization from the Doctor or decrease or increase in current medical needs, _____;
Member initials
2. To make available to law enforcement or authorized persons my Physician Approval and Collective Agreement as a way of showing compliance with state law on collectives.
3. All cannabis medicine will be shared proportionately amongst collective members based on a member dues calculated by the number of members divided into permissible reimbursements and allocations, including the allocation of costs and revenues as approved by a meeting the board of directors based on the needs of the membership. Marijuana grown at the Collective for medical purposes may be:
 - a) Provided free to qualified patients and primary caregivers who are Members of the Collective;
 - b) Provided in exchange for services rendered to the entity;
 - c) Allocated based on fees that are reasonably calculated to cover overhead costs and operating expenses of the Collective; or
 - d) Any combination of the above.
4. To share responsibility for the defense of the Collective, including with testimony and court appearance if necessary.
5. To respect the garden environment,
6. To grow organically for the health of patients and the earth, and to not damage or degrade the soil and streams with contaminants, diesel spills, garbage, etc.
7. To grow "mature flowering females" for patient members of the Collective, taking

into consideration that leaf/shake/trim/stem cannot be legitimately calculated in the total quantity for prosecution purposes.

8. To not communicate with non-members the location or the operations of the Collective in order to reduce temptation and risk of break-ins and theft.
9. To be polite to the other tenants of the building in order to prevent nuisance complaints.
10. To block plant aromas from the public where possible, using charcoal filters or ozone generators with indoor gardens, so as not to annoy or otherwise negatively effect neighbors, resulting in nuisance complaints.
11. To discourage excessive or noisy road traffic that may be annoying to neighbors, causing nuisance complaints.
12. To not use medical cannabis for non-medical purposes.

Dated:

Member's Signature

Member's Printed Name

Member's Telephone Number

Best time to Call

(Cultivation)

Member's Contribution of Time, Resources, or Money to

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[\(Print legal Name of Club Member providing Labor, Resources, Money\)](#)

is a member (hereinafter "Member") in good standing with the above referenced private, medical cannabis collective (hereinafter "Collective") formed for the limited purpose of providing a means for facilitating and coordinating medical cannabis transactions between the members including the allocation of costs and revenues pursuant to Health & Safety Code § 11362.775.

The Attorney Generals Guidelines provides that Collectives should acquire marijuana only from their constituent members, because only marijuana grown by a qualified patient may lawfully be transported by, or distributed to, other members of a collective.

Member wishes to participate at the collective by helping with cultivation, delivery and/or processing of new applications, etc. People v. Urziceanu, 132 Cal.App.4th 747.

The court elaborated that Health & Safety Code § 11362.775's "specific itemization of the marijuana sales law indicates it contemplates the formation and operation of medicinal marijuana cooperatives that would receive reimbursement for marijuana and the services provided in conjunction with the provision of that marijuana."

Under the Attorney Generals Possession and Cultivation Guidelines, a collective may cultivate and transport marijuana in aggregate amounts tied to its membership numbers. A qualified patient may possess no more than **eight ounces** of dried marijuana per qualified patient. In addition, a qualified patient or primary caregiver may also maintain **no more than six mature or 12 immature marijuana plants** per qualified patient. 11362.77(a). Only if a member of the collective's has a Doctor's Recommendation that states his or her patient may possess and/or cultivate more than the Attorney Generals Possession and Cultivation Guidelines, the collective can cultivate or possess those amounts stated in the member's Doctor's recommendation.

Collective and Member understands that any member of the Collective exceeding individual possession guidelines must have supporting records and a copy provided to Member should contact with law enforcement occur while operating a location for

cultivation; transporting the group's medical marijuana; and operating a location for distribution to members of the collective.

Under Proposition 215 may possess an amount of marijuana that is "reasonably related to [their] current medical needs." (People v. Trippet (1997) 56 Cal.App.4th 1532, 1549.) In order that the Collective can grow those amounts reasonably related to its Members' current medical needs.

Collective represents and affirms that Member will be cultivating for _____ (Number of members) of Collective's current members who have disclosed their monthly medical needs and whose aggregate medical needs will required Member to cultivate _____ cannabis plants based on the following formula. (Yield per plant x grow time = X plants per member). For example: Member X discloses medicals needs of 2 ounces per month. (If 1 plant yields 1 ounce and grow time is 4 months) then 8 plant for member X)

Member will provided Collective written documentation of his or her labor, resources, funds incurred on behalf of Collective. Collective will then reimburse Member ("bonafide reimbursement") for his or her overhead costs and operating expenses incurred on behalf of Collective. People v. Urziceanu (2005)132 Cal.App.4th 747 (765). Member understands Collective is required to file IRS form 1099 MISC reporting member's nonemployee compensation (Labor only not reimbursements for out of pocket cost) to Member (Box 7) and Member is responsible for reporting nonemployee compensation and filing Federal and Sate personal income tax.

Collective and Member understand that nothing allows marijuana to be purchased from outside the collective for distribution to its members. The cycle will be a closed circuit of marijuana cultivation and consumption with no purchases or sales to or from non-members.

This agreement will terminate at the conclusion of Member's membership in the Collective or, if for any reason the Collective is unable to continue its non-profit corporate purpose.

Dated: _____

Print Name of President/Managing Partner of Collective

Signature of President/Managing Partner of Collective

Dated: _____

Print Name of Member providing Labor, Resources, Money to Collective

Signature of Member providing Labor, Resources, Money to Collective