

Priola Concierge Patient Agreement

Welcome to a new world of healthcare and wellness! We are glad to have you as a member of Priola Concierge. As part of your concierge medicine membership, we offer you a wide variety of services that are specifically tailored to your goals and values. This agreement explains those services and how we will work together.

1. Services

- a) In-person Office visits. Our office will remain open for both concierge patients and those not interested in this service. For a variety of reasons, a face-to-face may be required. Such requirements may include: yearly/sports physicals, skin ailments that cannot be accurately described over the phone or visualized over telemedicine, and need for a urinalysis.
- b) Virtual Care. Your time is valuable and so you may choose to receive your care virtually via telephone or text. We consider virtual care a vital part of your membership and ask that a message is sent first so that we can ensure we are in an appropriate environment prior to calling/messaging you back.
- c) 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 and subject to certain limitations.
- d) Annual Exam. Your health and longevity are best served by periodic oversight. Therefore, we encourage a comprehensive annual examination to monitor existing health conditions and recommend preventative treatments.
- e) In-office ancillary services. Your care may require in-office ancillary services such as certain laboratory tests or electrocardiography. Most ancillary services are included in your membership, but some, like specialty intravenous treatments, may have an additional fee.
- f) Specialty Care Coordination. If your care requires the services of medical specialists outside of our office, 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 specialist to coordinate care with our office.
- g) Hours of Operation. Priola Concierge will accept calls from 8am until 8pm Sunday through Saturday three hundred and sixty-five days a year.

2. Exclusions

- a) 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 costs of these services. We will endeavor to place orders for Excluded services in a manner that is cost effective for you.

- b) Controlled Substances. Some patients are on controlled substances. It is expected that they will sign and honor our Controlled Substances Agreement.
 - c) Patients will not be 'assigned' a provider instead all patients will be managed by providers working for Priola Concierge. Depending on the day a patient may have messages returned by any provider.
3. Consent to Treat. You acknowledge, consent, and hereby authorize Priola Concierge and its providers to carry out your healthcare treatment. Treatment includes but is not limited to: the administration and performance of all treatments, 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 judgement of one of our providers 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 had 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.
 4. Fees. Single payers are two hundred dollars per month. Couples are three hundred and fifty dollars per month. Rates for children will be per patient basis. Your membership is monthly, quarterly, or annually and will automatically renew until you decide not to renew. For those paying monthly, installment payments are due no later than the twenty-fourth of the month for services for the subsequent month. Late payments are not acceptable as they disrupt our coordination of care. To resume care the patient will have to wait until the next payment cycle (e.g., the patient misses the payment for February that was due January 24th. The patient thus will not receive care for February and, if services are again requested, will pay by February 24th for services that resume March 1st). To remain financially viable, Priola Concierge reserves the right to change its fees at any time with thirty days' notice to you. All payments will be on an auto withdrawal plan. You may end your membership upon a seven-day notice. If you choose to discontinue your membership and you later wish to re-enroll, we reserve the right to decline re-enrollment. 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. In the event there are costs associated with invalid payment information, such charges will be applied to your account.
 5. Once a person reaches twenty-one years of age they will be required to sign their own contract and pay a full adult price if they wish to continue with Priola Concierge.
 6. Disclaimer of Non-Insurance. This agreement is not a health insurance plan, prepaid health plan, or substitute for healthcare coverage. As such, this agreement is not subject to health insurance protections provided for by state law. This agreement is solely for the described services, and it does not cover hospital, specialist, or any services not directly provided by our practice.
 7. Non-Participation in Health Insurance. Priola Concierge does not participate in any public or private health insurance plans, including Medicare. We do not make any representations regarding third party insurance reimbursement and such reimbursement is not anticipated by this agreement. Pursuant to federal regulations, our providers have elected "opt-out" status of Medicare participation. This means that 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 even if you are or become Medicare eligible.

8. Cessation. There are circumstances for which we may choose to immediately terminate this agreement. Such circumstances may include but are not limited to: Failure to pay fees and charges when they are due; Failure to sign our Controlled Substances Agreement, or other required documentation, as applicable; Failure to adhere to the recommended treatment plan; You are disruptive, abusive, or present an emotional or physical danger to the wellbeing of the staff or other patients of our practice; Practice discontinues operation.

9. Privacy and Communications.

- a) Your Privacy Rights. You acknowledge and hereby authorize Priola Concierge 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. Priola Concierge will adhere to its obligations regarding your privacy rights as identified in Priola Concierge's Patient Notice of Privacy Practices. Your signature on this agreement means that you attest 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.

Methods of Communication. You acknowledge that Priola Concierge communications may include email, fax, video chat, instant messaging, and cell phone (collectively, "Communications"). Communications by their nature cannot be guaranteed to be secure or confidential. If you initiate a conversation in which you disclose personal health information on any of these communication platforms, then you authorize Priola Concierge to communicate with you regarding all protected health information in the same format.

Communications technology and platforms are wholly outside of our control. Therefore, Priola Concierge shall not be liable to you, or anyone, for any cost, damage, expense, injury, or other loss relating to Communications malfunctioning or a delay in response. We kindly ask that you limit after-hours, weekend, and holiday communication to urgent situations that cannot wait until the next business day.

10. Miscellaneous

- a) All patients wishing to enroll in Priola Concierge must also be established with Priola Primary and Palliative Care PLLC. Young children are strongly recommended to have a pediatrician.
- b) Dispute Resolution. In the unlikely event that a dispute arises, we will work with you to resolve that dispute in good faith, which may require mediation. If we are unsuccessful, final disposition shall be resolved by binding arbitration and enforced by any court of competent jurisdiction. Priola Concierge will choose the provider of arbitration services. Notwithstanding anything to the contrary, small claims court actions brought by the practice shall be exempt from the requirements of this provision.
- c) Governing Law. This agreement shall be subject to and governed by the laws of Arizona without regard to any conflicts of law provisions therein contained and the parties specifically waive all jurisdictional rights under the laws of any other state.
- d) Notice to Consumers. Medical providers are licensed and regulated by the Arizona State Board of Nursing by telephone at (602) 771-7800 or online at azbn.gov
- e) Other. No amendment or variation of the terms of this agreement shall be valid unless mutually agreed to in writing. This agreement is personal to you and may not be assigned by you. It is possible that we will need to delegate certain duties under this agreement, and you consent to

such delegation. If we elect to assign this agreement, we will provide you with notice as referenced herein. This agreement constitutes the entire agreement between us and supersedes any and all other oral written agreements, representations, negotiations, and understandings. 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 we are therefore required to refund all or any portion of the fees paid by you, you agree to pay Priola Concierge 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 our practice area. Such accounting may be effectuated by offset, at our sole discretion. Any provisions of this agreement creating obligations extending beyond the term hereof shall service its expiration or termination. 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 regarding 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. If you are enrolling other members, 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.

Signature: _____ Date: _____

Member Name: _____ Date of Birth: _____

Address: _____

Phone: _____

Email: _____

Emergency Contact: _____

Date of Birth of Emergency Contact: _____

Pharmacy

Name: _____

City: _____

Additional Enrolled Members

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____