

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. Service

- a) In-person office visits may be required. Such requirements may include yearly exam/sports physicals, skin ailments or other medical issues that cannot be accurately described over the phone or visualized. Also, a patient may need 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) Annual Exam. Your health and longevity are best served by periodic oversight. Therefore, we encourage comprehensive annual examination to monitor existing health conditions and recommend preventative treatments.
- d) 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. 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.
- e) Hours of Operation. Priola Concierge hours are Monday through Friday 8-5pm. Outside of these hours, we encourage you to go to either an urgent care or the emergency room.

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 that you maintain health 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) **Concierge patients** can be treated by any member of the concierge team.

3. **Consent to Treat.**

Concierge patients will be treated by Mark Priola and/or the concierge team. You acknowledge, consent to, 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 understand and acknowledge that this consent is given in advance. specific diagnosis and treatment and services are voluntary, and 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.

4. **Fees:**

Single payers are two hundred dollars per month. Couples are three hundred and fifty dollars per month. Rates for children will be determined by the concierge team. Priola Concierge reserves the right to change its fees. All payments will be charged by Priola Primary Care through a credit card on file on the 1st of every month.

You may end your membership upon thirty days' 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 provide updated payment information.

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.

5. **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 for the described services; and it does not cover hospital, specialist, or any services not directly provided by our practice.

6. **Non-Participation in Health Insurance.**

Priola Concierge does accept 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 affected the "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.

7. 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.

8. 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.

9. 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 the law provisions therein contained and the parties specifically waive all jurisdictional rights under the laws of any other state.

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 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 serve its expiration or termination. No waive/ 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 the terms contained in this agreement. If you enroll other members, your signature means that you have the authority to act on their behalf and you are financially responsible for the services they receive under this agreement.

Signature: _____ Date: _____

Signature _____ Date: _____

Email: _____

Name on Card: _____

Card number: _____

Expiration Date: _____ CVS (security code) _____

Address and Zip Code that goes with the Card:

Name _____

Address: _____

Zip Code: _____

Others member enrolled:

Name _____

Dob _____

Name _____

Dob _____

Name _____

Dob _____

Name _____

Dob _____