

VIP PATIENT AGREEMENT

This is an Agreement between Tucson Family and Geriatric Medicine, L.L.C., DBA Phoenix Family and Geriatric Medicine, an Arizona professional corporation, located at 8151 E. Indian Bend Rd, Ste 109, Scottsdale, AZ 85250 (PFGM), Dr Karen E Lee, M.D., M.P.H. (Physician) in their capacity as an agents of PFGM, and you, (Patient Name)_____ at (Home address)_____.

Definitions

1. The Physician, who specializes in family and geriatric medicine, delivers care on behalf of PFGM. In exchange for certain fees paid by You, PFGM, through its Physician, agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

2. Patient. A patient is defined as those persons for whom the Physician shall provide Services, and who are signatories to, or listed on the documents attached as Appendix 1, and incorporated by reference, to this agreement

3. Services. As used in this Agreement, the term Services, shall mean a package of services, both medical and non-Medical, and certain amenities (collectively "Services"), which are offered by PFGM, and set forth in Appendix 1.

4. Terms. This agreement shall commence on the date signed by the parties below and shall continue for a period of one year, automatically renewed.

5. Fees. In exchange for the services described herein, Patient agrees to pay PFGM, the amount as set forth in Appendix 1, attached. This fee is payable upon execution of this agreement, and is in payment for the services provided to patient during the term of this Agreement. If this Agreement is cancelled by either party before the agreement termination date, then PFGM shall not refund the Patient the annual fee.

6. Change in Fees. Annual fees are also subject to change after the end of the annual fee period, and Patient will be notified of any fee change prior to renewal of their VIP subscription if such change occurs. Neither of the above make any representations whatsoever that any fees paid under this Agreement are covered by your health insurance or other third-party payment plans applicable to the Patient. The Patient shall retain full and complete responsibility for any such determination.

7. Insurance or Other Medical Coverage. Patient acknowledges and understands that this Agreement is not an insurance plan, and not a substitute for health insurance or other health plan coverage (such as membership in an HMO). It will not cover hospital services, or any services not personally provided by PFGM, or its Physicians. Patient acknowledges that PFGM has advised that patient obtain or keep in full force such health insurance policy(ies) or plans that will cover Patient for general healthcare costs. Patient acknowledges that this Agreement is not a contract that provides health insurance, and this Agreement is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry. Provider will bill concierge patient's insurance for health care services as with other non-concierge patients, but concierge patients will be offered access to direct communication with the physician.

8. Term; Termination. This Agreement will commence on the date first written above and will extend yearly thereafter. Notwithstanding the above, both Patient and Physician shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination, upon giving 30 days prior written notice to the other party. Yearly payment shall not be remitted by PFGM to the patient at the time of termination. Agreement will automatically renew for successive yearly terms upon the payment of the yearly fee.

9. Communications. You acknowledge that communications with the Physician using e-mail, messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. As such, you expressly waive the Physician's obligation to guarantee confidentiality with

respect to correspondence using such means of communication. You acknowledge that all such communications may become a part of your medical records. By providing Patient's e-mail address, Patient authorizes the PFGM, and its Physicians to communicate with Patient by e-mail regarding Patient's "protected health information" (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations). By providing Patient's e-mail address/cell phone, Patient acknowledges that:

(a) Phone/E-mail is not necessarily a secure medium for sending or receiving PHI and, there is always a possibility that a third party may gain access;

(b) Although and the Physician will make all reasonable efforts to keep communications confidential and secure, neither PFGM, nor the Physician can assure or guarantee the absolute confidentiality of e-mail communications; In addition, you acknowledge there can be variations in cell signal reception/messaging technology/email that can occur that are beyond the provider's control.

(c) In the discretion of the Physician, text/phone/ e-mail communications may be made a part of Patient's permanent medical record; and,

(d) Patient understands and agrees that text message/E-mail is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information. In the event of an emergency, or a situation in which the member could reasonably expect to develop into an emergency, Member shall call 911 or the nearest Emergency room, and follow the directions of emergency personnel.

** If Patient does not receive a response to a text message/e-mail message within one day, Patient agrees to use another means of communication to contact the Physician or to attempt a phone call to the main office number or to leave a voicemail with the physician. Neither PFGM, nor the Physician will be liable to Patient for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Patient as a result of technical failures, including, but not limited to,

- (i) Unforeseen or unexplainable technical failures attributable to any cell signal/internet service provider which can randomly occur,
- (ii) Power outages, failure of any electronic messaging software, or failure to properly address e-mail messages,
- (iii) Failure of the Practice's computers or computer network, or faulty telephone or cable data transmission,
- (iv) Any interception of e-mail communications by a third party; or
- (v) Your failure to comply with the guidelines regarding use of e-mail communications set forth in this paragraph.

10. Change of Law. If there is a change of any law, regulation or rule, federal, state or local, which affects the Agreement including these Terms & Conditions, which are incorporated by reference in the Agreement, or the activities of either party under the Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights, obligations or operations associated with the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Agreement including these Terms & Conditions. If the parties are unable to reach an agreement concerning the modification of the Agreement within forty-five days after of date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.

11. Severability. If for any reason any provision of this Agreement shall be deemed, by a court of competent jurisdiction, to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the Agreement shall not be affected, and that provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.

12. Reimbursement for services rendered. If this Agreement is held to be invalid for any reason by PFGM, there is will be no reimbursement of the yearly \$3000.00

13. Amendment. No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all the parties.

Notwithstanding the foregoing, the Physician may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation ("Applicable Law") by sending You 30 days advance written notice of any such change. Any such changes are incorporated by reference into this Agreement without the need for signature by the parties and are effective as of the date established by PFGM, except that Patient shall initial any such change at PFGM request. Moreover, if Applicable Law requires this Agreement to contain provisions that are not expressly set forth in this Agreement, then, to the extent necessary, such provisions shall be incorporated by reference into this Agreement and shall be deemed a part of this Agreement as though they had been expressly set forth in this Agreement.

14. Assignment. This Agreement, and any rights Patient may have under it, may not be assigned or transferred by patient.

15. Relationship of Parties. Patient and the Physician intend and agree that the Physician, in performing his duties under this Agreement, is an independent contractor, as defined by the guidelines promulgated by the United States Internal Revenue Service and/or the United States Department of Labor, and the Physician shall have exclusive control of his work and the manner in which it is performed.

16. Legal Significance. Patient acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Patient also acknowledges having had a reasonable time to seek legal advice regarding the Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of the Agreement.

17. Miscellaneous; This Agreement shall be construed without regard to any presumptions or rules requiring construction against the party causing

the instrument to be drafted. Captions in this Agreement are used for convenience only and shall not limit, broaden, or qualify the text.

Entire Agreement: This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter of this Agreement.

Jurisdiction: This Agreement shall be governed and construed under the laws of the State of Arizona and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for PFGM address in Phoenix, AZ.

SERVICE. All written notices are deemed served if sent to the address of the part written above or appearing in Exhibit A by first class U.S. mail. The parties have signed duplicate counterparts of this Agreement on the date written below. If there is any legal change of address by PFGM, patient will be notified within 2-4 wks. Any new change of address will in no way render or affect the binding nature of this agreement.

Appendix

Services and Payment Terms.

1. Payment Terms: Fee for concierge medical services described in this Agreement are **\$3000.00 per year**. This is subject to change at the end of the annual subscription period and patient will be notified of any such fee change prior to renewal of fees.
2. Telemedicine and Live Medical Services. As used in this Agreement, the term Medical Services shall mean those medical services that the Physician, him or herself is permitted to perform under the laws of the State of Arizona and that are consistent with his training and experience as a family medicine physician, as the case may be. These medical services will be live or **virtual (telemedicine)** care on behalf of PFGM, dependent on the needs or determination by the physician. This agreement does not include or guarantee any live-in person visits or exams with the physician.
3. Pt will be allowed to have longer visits with physician based on patient preference at the time the visit (maximum 30 min for followup and up to one hr for annual/wellness exams if needed by the patient).
4. Non-Medical, Personalized Services. PFGM shall also provide Patient with the following non- medical services ("Non-Medical Services"):
 - (a) 24/7 Access. Patient shall have access to the Physician cell phone, text and office email. Patient shall also have direct telephone access to the Physician on a twenty-four hour per day, seven day per week basis. You are advised to leave a voicemail whenever possible. ** If Patient does not receive a response to a text message/e-mail message within one day, Patient agrees to use another means of communication to contact the Physician or to attempt a phone call to the main office number or to leave a voicemail with the physician given there can be inexplicable lapses in cell signal and other unforeseeable communication. Patient understands that during working hours when Physician is seeing other patients, there may be a delay in communication as well.
 - (b) E-Mail Access. Patient shall be given the Physician's business e-mail

address to which non-urgent communications can be addressed. Such communications shall be dealt with by the Physician or staff member of the Practice in a timely manner within 24-48 hrs. Patient understands and agrees that email and the internet should never be used to access medical care in the event of an emergency, or any situation that Patient could reasonably expect may develop into an emergency. Patient agrees that in such situations, when a Patient cannot speak to Physician immediately in person or by telephone, that Patient shall call 911 or the nearest emergency medical assistance provider, and follow the directions of emergency medical personnel.

(c) Same Business Day/Next Business Day Appointments. Every reasonable effort shall be made to schedule Patient's appointment with the Physician on the same day (or the following normal office day.)

(d) You acknowledge that the physician from time to time may travel to other site locations for work/or take vacation and may be unable for an immediate visit. The Physician may from time to time, due to vacations, sick days, and other similar situations, not be available to provide medical services during these times.

(e) Specialists. PFGM Physician shall coordinate with medical specialists to whom Patient is referred to assist Patient in obtaining specialty care. Patient understands that fees paid under this Agreement do not include and do not cover specialist's fees or fees due to any medical professional other than the PFGM Physician.

(g) 15% off self-pay office services (cannot combine if other discounts are applied)

Providers Signature _____

Date _____

Karen E. Lee, M.D., M.P.H. Owner of Tucson Family and Geriatric Medicine, LLC

Patient Name (printed) _____

Patient Signature _____

Date _____