



FountainHillsPrimaryCare

DIRECT PRIMARY CARE MEMBERSHIP AGREEMENT (FOR INDIVIDUALS NOT ENROLLED IN MEDICARE OR MEDICAID)

This Direct Primary Care Membership Agreement (the “Agreement”) specifies the terms and conditions under which you (the “Member”) and your spouse or dependents included in this Agreement will participate in the benefits available under this Agreement.

This Agreement is between Fountain Hills Primary Care (the “Provider”), and _____, and includes coverage for the following person(s) listed below (each a “Member”) (attach additional sheets if necessary):

Name:	Date of Birth:	Relationship:

1. **Term.** The term of this Agreement is one (1) year, beginning on that Date that this Agreement is signed. The Agreement shall automatically renew annually unless either party cancels the Agreement in writing within 30 days before the first day of next year term.

2. **Limitations.** This Agreement is NOT A HEALTH INSURANCE PLAN OR POLICY pursuant to A.R.S. § 20-103, and does not cover services or care given at any other facility than the participating clinic(s) as shown below. Member(s) further understands that Provider is NOT an insurance company. This Agreement includes only the specific services as outlined in Exhibit A, and does not include any major catastrophic medical care provided by emergency rooms, hospitals, urgent care centers, services rendered by specialists or specialty clinics, or other entities not outlined specifically as a participating clinic.

3. **Eligible Participants.** Adult Members participating in the Agreement may sign up a minor dependent, meaning individuals ages 16 and 17 who are the son, daughter, stepson or stepdaughter or other legal dependent of the Member under this Agreement (“Dependents”). Others outside of that relationship wishing to join as Members must have their own separate



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Agreement. A valid picture ID is required to enroll in a membership and will be required to verify identity before receiving membership services, except in the case of a minor enrolled in the membership, who must be accompanied by a parent or legal guardian that is also enrolled in the membership.

4. Fee Schedule. At the date of this Agreement, membership fees are as follows:

Fee	Description	Special Terms
\$75.00/month	Membership Fee	<ul style="list-style-type: none">• Billed at \$75 once every month
\$100.00	One-Time Visit Fee	<ul style="list-style-type: none">• Applicable to individuals receiving services who have not signed up for a membership.• Initial One-Time Visit Fee may be applied to total Membership Fee if individual signs up for full membership within three (3) business days following their initial appointment.
\$200.00	Re-Enrollment Fee	<ul style="list-style-type: none">• Applicable if Member cancels and re-enrolls during any given year term of this Agreement. Re-enrollment may be denied in the sole discretion of Provider.
\$15.00	Monthly Retainer Fee	<ul style="list-style-type: none">• Member may put membership on hold by paying a Monthly Retainer Fee for no more than seven months in any twelve-month period.
As Billed	In-Office Procedure Fees	<ul style="list-style-type: none">• In-office procedures may include incision & drainage, joint aspiration or injection, wart removal, skin biopsy, and any other procedures



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		<p>discussed with patient at the time of a patient visit.</p> <ul style="list-style-type: none"> In-office procedures will be invoiced and charged to the Member at the time of the service. Member is responsible for payment at the time of the service.
As Billed	<p>In-Office Prescription Medication Dispensing</p> <p>NOTE: THE OFFICE DOES NOT ORDER, STOCK, RETAIN OR DISPENSE CONTROLLED SUBSTANCES</p>	<ul style="list-style-type: none"> In-office dispensing of non-controlled substances may include medications to treat high blood pressure, high cholesterol, diabetes, depression, and any other non-controlled substance medication dispensing discussed with patient at the time of a patient visit. In-office dispensing will be invoiced and charged to the Member at the time of the service. Member is responsible for payment at the time of the service.

5. Payment. Monthly Membership Fees shall be paid monthly by charges to the Member's credit card, debit card, or checking account. Charges to the Member's card will occur between the first and fifth day of each month. Member shall update credit card, debit card, or checking account information when necessary and in a timely manner, and will be responsible for any amounts owed to the Provider regardless of whether the account or card is expired, cancelled, or otherwise not accepted for payment.

6. Payment Information. This Agreement authorizes the Provider to keep credit card, debit card, or checking account information on file, and to charge the Member's applicable account for monthly fees without requiring the Provider to obtain written authorization for each new charge.



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7. Appointment Scheduling. Member(s) understands that WITHOUT EXCEPTION, all Members included in this Agreement will not be scheduled for a patient appointment unless the membership fees have been paid up through or beyond the date of the desired appointment.

8. Termination/Cancellation. Member(s) understands that the Provider may terminate this Agreement at any time and for any reason, including reasons such as relocation and military duty. Member may terminate this Agreement for any reason provided that Member gives fifteen days prior written notice to Provider. Such termination by either party must be in writing and will be followed by a refund of any pre-paid monthly membership fees, with those refunds prorated to the effective date of the termination. Refunds will be issued to Member within 30 days of the termination date.

9. Service and Fee Changes. Member(s) understands that the Provider may add or decrease services, participating Provider, and participating clinics, OR increase membership fees at any time. In the event of such changes, the Provider will provide notice to Member(s) at least 30 days before the change.

10. Additional Charges. Member(s) understands that there may be additional charges outside of the Membership Fee for procedures, in-office dispensing, equipment, laboratory, referral, or other services as a result of care given by Provider. Such items will be billed to Only the services specifically outlined below in Exhibit A are covered by the membership fees. If a participating clinic or provider renders services beyond the scope of this Agreement, there will be added charges. Member(s) agree to pay for these additional charges at the time of service. If these or any other additional charges are not paid at the time of service, Member(s) agree to allow the Provider to charge the Member(s) account(s) on file for those amounts.

11. No Additional Fees. Member(s) shall have no fees beyond the Membership Fee for all pre-authorized services listed in Exhibit A, including no additional enrollment fee.

12. Pre-Authorization. Services not set forth on Exhibit A may require pre-authorization from the Provider. The Member must request authorization of services by calling the Provider's office. Services authorized by the Provider will be covered under this Agreement.

13. Prohibition on AHCCCS Enrollment. **INDIVIDUALS ENROLLED IN AHCCCS ARE NOT ELIGIBLE TO PARTICIPATE IN THE SERVICES PROVIDED UNDER THIS AGREEMENT.** The services provided under this Agreement do not constitute an AHCCCS plan and Provider is not affiliated with AHCCCS for the provision of care under this Agreement.

14. Prohibition on Medicare Enrollment. **INDIVIDUALS ENROLLED IN MEDICARE ARE NOT ELIGIBLE TO PARTICIPATE IN THE SERVICES PROVIDED UNDER THIS AGREEMENT.** By signing this Agreement, the Member(s) certifies that neither he/she, nor his/her spouse or Dependents who are signing up as Members under this Agreement are



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enrolled in Medicare. The Member(s) further understand and acknowledge that if at any point he/she or his or her spouse or dependents who are signing up as Members under this Agreement enroll in Medicare, this Agreement will be immediately terminated as of the date of enrollment, and refunds of prepaid monthly membership fees will be prorated to the date of termination in accordance with Section 8, above. Notice of the intent of any Member(s) or his or her spouse or Dependents who are Members under this Agreement to enroll in Medicare must be provided in writing to the Provider at least 60 days before the date of enrollment. The Provider shall not bill Medicare for the services or supplies provided to the Member(s) under this Agreement, and Member(s) agree not to seek reimbursement from Medicare for any services or supplies provided under this Agreement.

15. Right to Refuse Membership. The Provider reserves the right to refuse membership to any person for any reason.

16. Not an Insurance Plan. Member(s) understands that the visit and monthly membership fees required under this contract DO NOT apply towards any health insurance plan deductible. Furthermore, membership under this contract DOES NOT by itself fulfill the personal health insurance mandate under the Affordable Care Act (commonly known as "Obamacare"). Member(s) also understand that the Provider make no representations regarding the tax implications of membership in this agreement. Member(s) are encouraged to seek the advice of a competent tax professional for advice regarding any related tax issues.

17. Claims Not Submitted to Insurance Plans. Member(s) understands that the Provider under this Agreement will not submit a claim for payment to any health insurer or any health insurer's contractor or subcontractor for services provided to the Member(s) under this Agreement, and that Provider may not be in-network with any health insurance plans.

18. Modifications. This Agreement may not be modified except in a written document executed by the Member(s) and the Provider.

19. Integration. Any previous agreements, written or oral, between the Provider and the Member(s) hereto with respect to the provision of care are merged into and superseded by this Agreement. The terms of this Agreement are the final and complete expression of the agreement between the parties.

20. Governing Law. This Agreement shall be governed by the laws of the state of Arizona.

21. Severability. If any provision of this Agreement is held invalid or unenforceable by any court, the remaining provisions, to the extent consistent with the intent of the Provider and the Member(s), will not be affected, but will continue in full force and effect.

This Agreement is not complete and binding unless the Member(s) also signs the Authorization for Automatic Payment (see Exhibit B) and any other patient related forms



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required by the Provider. Those documents are hereby incorporated into this Agreement by this reference.

Signature of Patient or Patient Guardian

Patient Name (please print)

Date



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EXHIBIT A

DIRECT PRIMARY CARE SERVICES

The services provided under this Agreement are performed or directed by the Provider. The practitioners providing services under this Agreement are duly licensed to practice medicine and to otherwise provide such services within that practitioner's scope of practice.

The following specific services and categories of service will be provided to the Member(s) under this agreement:

1. Acute Care Services including care for or related to: coughs, colds, flu-like symptoms, sprains, sinus and ear infections, sore throat, fever, rashes, diarrhea, back pain, asthma, bronchitis, pneumonia, kidney and bladder infections, and other non-life-threatening medical issues;
2. Performance of standard physicals including: school physicals, athletic physicals, scout physicals, adult physicals, mission physicals, and annual physicals;
3. Provision of preventative care including: electrocardiograms (EKG), vision screening, and spirometry;
4. Procedures, Tests, and Treatments including: in-house rapid strep and flu tests, nebulizer breathing treatment, abscess draining, routine labs, urinalysis, spinal manipulation & adjustments;
5. Provision of men's and women's specific health care including: well man and woman screens, cancer prevention (including nutrition, physicals, and skin cancer treatment), pre-conception health, and peri-menopause and post-menopause health;
6. Chronic therapy including care for or related to: diabetes, arthritis, acid reflux, high blood pressure, high cholesterol, cardiovascular disease, chronic fatigue, fibromyalgia, asthma, COPD, non-narcotic pain management, and low back pain;

Services NOT provided under this Agreement include, but are not limited to: major surgeries, procedures involving general or regional anesthesia, CT scans, MRI scans, echocardiograms, cardiac stress tests, pre-natal and obstetrical care, electroencephalograms, medications, chemotherapeutic treatments, oncology, radiation, any care given by a provider not listed as participating in this membership, any care in the sole determination of the provider that is best handled in the emergency room of a hospital, any procedure in the sole determination of the health care provider under this Agreement that falls outside of his or her area of training or expertise, or care rendered by specialists or specialty clinics.



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EXHIBIT C

AUTHORIZATION FOR AUTOMATIC PAYMENT

Enrolling Member Name:

Name as it appears on Credit, Debit, or Checking Account:

Provide information for one account type below

Checking Account

Account Number:

Routing Number:

Credit / Debit Card

Credit / Debit

VISA / Mastercard / AMEX / Discover

Expiration Date

Security Code

Billing Address: _____
Address City, State Zip Code

Monthly Amount: \$75

I hereby authorize the Provider to charge the above referenced credit card or debit card automatically every month, and apply those charges to the membership fees required for participation in the direct primary care membership offered through the Provider, and to any other charges I incur from services received through the Provider that are not covered by the membership. I understand that I will remain responsible for recurring charges, additional late fees and any other applicable charges if the withdrawal to the bank account I have listed above is denied for insufficient funds or the account otherwise becomes unavailable.

I acknowledge that no entries may be made that violate the laws of the State of Arizona, or the laws of the United States. I agree to indemnify the originating depository institution and any third party service Provider involved in processing entries made hereunder against all claims, demands, losses, liability, or expense including attorney's fees and costs that result



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directly or indirectly from a failure to abide by the terms of this Agreement, or a violation of the law.

I understand it is my responsibility to notify the Provider of changes to my address, phone number, email address and other billing or contact information. An inability to collect membership fees due to incorrect or outdated billing information will result in the termination of the membership, including any spouse or Dependents signed up under the membership.

Member Signature

Date