ARIZONA METABOLIC HEALTH, PLLC.

DPC PATIENT AGREEMENT

This Agreement is entered into between Arizona Metabolic Health, Inc. (Practice, Us or We), and _____ (Patient, Member, or You).

Background

The Practice delivers primary care medicine to patients in a direct pay primary care, membership model (DPC), at 3195 Stillwater Drive Suite B Prescott, AZ 86305 and via telehealth. In exchange for certain periodic fees, the Practice agrees to provide the patient/member with the primary care services described in this Agreement, under the terms and conditions contained within.

Definitions

1. **Services**. In this Agreement, "Services" means a collection of services, both medical and non-medical, which We agree to provide to You under the terms and conditions of this Agreement and which are described in Appendix A (attached and incorporated by reference).

2. **Patient**. In this Agreement, "Patient" "Member" "You" or "Yours" means the persons for whom the Physician shall provide care, and who have signed this Agreement and/or whose names appear on the Patient Enrollment form.

Agreement

3. **Term**. This Agreement is month to month starting on the date which this Agreement is fully executed by the Parties. The parties understand that no practitioner/patient relationship shall be formed or exist until the parties fully execute this Agreement.

4. **Renewal.** The Agreement will automatically renew each month on the anniversary date of the Agreement unless either party cancels the Agreement by giving the other 30 days written cancellation notice.

5. **Termination.** Either party may terminate this Agreement at any time by giving the other 30 days written notice of intent to terminate.

6. **Payment.** In exchange for the Services described in Appendix A, You agree to pay a periodic monthly fee (or Membership Fee) in the amount that appears on the online enrollment form.

A. The Membership fee, as well as a one-time, non-refundable Enrollment Fee, are due and payable upon execution of this Agreement.

B. Thereafter, the full Membership Fee shall be due on the decided day of every month.

C. The Parties agree that the required method of payment shall be by automatic payment through a debit or credit card or electronic bank draft.

7. **Refunds.** If You cancel this Agreement before its term ends, We will review and settle your account as follows:

A. We will refund You the unused portion of your fees on a per diem basis; or,

B. If the fair market value of the Services you received over the term of the Agreement exceeds the amount You paid in membership fees before early termination, You shall reimburse the Practice in an amount equal to the difference between the fair market value of the services received and the amount You paid in membership fees over the term of the Agreement. The Parties agree that the fair market value of the services is equal to the Practice's cash-pay, fee-for-service charges. A copy of these fees is available on request.

7. Fee and Service Offerings Adjustments. In the event that the Practice finds it necessary to increase or adjust monthly fees or Service offerings before the termination of the Agreement, Practice shall give Patients 60 days written notice of any adjustment. If the Patient does not consent to the modification, the Patient may terminate the Agreement in writing prior to the next scheduled monthly payment.

8. Non-Participation in Insurance. The Patient understands that the Practice does not participate in any government-funded or private health insurance programs, HMO panels, or any other third-party payor health plans. Therefore, the Practice may not bill or seek reimbursement from third-party payors for any of the Services included under this Agreement.

9. Medicare. The Practice and staff have opted out of Medicare. As a result, the law prohibits anyone from billing or seeking reimbursement from Medicare for any of the Services included in this Agreement. You agree not to submit bills or attempt to obtain reimbursement from Medicare for any such services.

10. This Agreement Is Not Health Insurance. This Agreement does not provide health insurance coverage. It provides only the health care services specifically described in Appendix A. Any services or treatments not identified in Appendix A are specifically excluded. You understand that this Agreement does not replace any existing health insurance or health plan coverage that You may carry. You acknowledge that the Practice has advised You to obtain or keep in full force, health care coverage that will cover care and treatment not included in this Agreement,

including, but not limited to, specialty care, outside testing, surgeries, and hospitalization.

11. **Communications**. The Practice endeavors to provide Patients with the convenience of a wide variety of electronic communication options. And although We are careful to comply with patient confidentiality requirements and make every attempt to protect Your privacy, communications by email, facsimile, video chat, cell phone, texting, and other electronic means can never be absolutely guaranteed to be secure or confidential methods of communications. You agree that by participating in the above means of communication, you expressly waive any guarantee of absolute confidentiality with respect to their use. You further understand that participation in the above means of communication is not a condition of membership in this Practice and that you have the option to decline any particular means of communication.

12. **Email and Text Usage.** By providing the Practice with an email address on the online enrollment application, the Patient authorizes the Practice and its staff to communicate with him/her by email regarding the Patient's "protected health information" (PHI). By providing a cell phone number on the online enrollment application, Patient consents to text message communication containing PHI through the number provided. Patient further acknowledges that:

A. Email and text message are not necessarily secure methods of sending or receiving PHI, and there is always a possibility that a third party may gain access;

B. Although the Practice and its staff shall make all reasonable efforts to keep email and text communications confidential and secure, absolute confidentiality of these communications can never be guaranteed;

C. You further understand that email and text messaging are not appropriate means of communication in an emergency or for dealing with time-sensitive issues. So, in an emergency or in a situation which could reasonably be expected to develop into an emergency, You understand and agree to call 911 or go to the nearest emergency treatment facility and follow the directions of emergency personnel.

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13. **Technical Failure**. Neither the Practice nor Your Physician will be liable for any loss, injury, or expense arising from a delay in responding to the Patient when that delay is caused by technical failure. Examples of technical failures: (i) failures caused by an internet or cell phone service provider; (ii) power outages; (iii) failure of electronic messaging software or email provider; (iv) failure of the Practice's computers or computer network, or faulty telephone or cable data transmission; (iv) any interception of email communications by a third party which is unauthorized

by the Practice; or (v) Patient's failure to comply with the guidelines for the use of email or text messaging, as described in this Agreement.

14. Physician Absence. From time to time, due to vacations, illness, or personal emergency, Your Physician may be temporarily unavailable to provide the services referred to in Appendix A. To assist Patients in scheduling non-urgent visits, the Practice will notify Patients of any planned physician absences as soon as the dates are confirmed. In the event of an unplanned absence, Patients with urgent concerns will be given the contact information for a covering provider.

16. Dispute Resolution. Each party agrees not to make any inaccurate or untrue and disparaging statements, oral, written, or electronic, about the other.

We strive to deliver only the best of personalized patient care to every Member, but occasionally misunderstandings arise. We welcome sincere and open dialogue with our Members, especially if we fail to meet expectations. We are committed to resolving all Patient concerns.

Therefore, in the event that You are dissatisfied with or have concerns about any staff member, service, treatment, or experience arising from Your membership in this Practice, You and the Practice agree to refrain from creating, posting or causing to be posted on the internet or social media, any untrue, unconfirmed, inaccurate, disparaging comments about the other. Rather, the Parties agree to engage in the following process:

A. The Patient shall first discuss any complaints concerns or issues with their Physician,

B. The Physician shall respond to each of the Patient's issues and complaints;

C. If, after such response, the Patient remains dissatisfied, the Parties shall enter into discussion and attempt to reach a mutually acceptable solution.

17. Change of Law. If there is a change of any relevant law, regulation, or rule which affects the terms of this Agreement, the parties agree to amend this Agreement only to the extent necessary to comply with the law.

18. Severability. If any part of this Agreement is considered legally invalid or unenforceable by a court of competent jurisdiction, that part will be amended to the extent necessary to be enforceable, and the remainder of the Agreement will stay in force as originally written.

19. Reimbursement for Services Rendered. If this Agreement is held to be invalid for any reason, and the Practice is required to refund fees, You agree to pay the Practice an amount equal to the fair market value of the medical services You received during the time period for which the refunded fees were paid.

20. **Amendment.** Except as provided within**,** no amendment of this Agreement shall be binding on a party unless it is in writing and signed by all the parties.

21. **Assignment**. Neither this Agreement nor any rights provided under it may be assigned or transferred by the Patient to any other party.

22. **Legal Significance**. You acknowledge that this Agreement is a legal document and gives the parties certain rights and responsibilities. You also acknowledge that You have had a reasonable time to seek legal advice regarding the Agreement and have either chosen not to do so or have done so and are satisfied with the terms and conditions of the Agreement.

23. **Miscellaneous.** This Agreement shall be construed without regard to any rules requiring that it be construed against the party who drafted the Agreement. The captions in this Agreement are only for the sake of convenience and have no legal meaning.

24. **Entire Agreement.** This Agreement contains the entire Agreement between the parties and replaces any earlier understandings and agreements, whether they are written or oral.

25. **No Waiver.** To allow for the flexibility of certain terms of the Agreement, each party agrees that they may choose to delay or not to enforce the other party's requirement or duty under this Agreement (for example, notice periods, payment terms, etc.). Doing so will not constitute a waiver of that duty or responsibility. The party will have the right to enforce such terms again at any time.

26. **Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Arizona. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the Practice in Prescott, Arizona.

27. **Notice**. Notice as required in paragraph 5 may be achieved by the Parties through first-class US Mail or electronically (by sending notice to the most recent email address provided by the party to be noticed). All other required notices must be sent through first-class US Mail, to the Practice at the address first written above and to the Patient at the address in the online enrollment application.

1. **Electronic Signature**. This Agreement may be executed by either handwritten signature or electronically. Either method shall constitute a legal signature and indicates that the party understands and agrees to the terms of this document.

APPENDIX A

SERVICES

THE PHYSICIAN IS NOT A PAIN SPECIALIST AND DOES NOT PRESCRIBE SCHEDULED DRUGS ON AN ONGOING BASIS. THE PRACTICE DOES NOT STORE OR DISPENSE CONTROLLED DRUGS IN THE OFFICE.

1. **Medical Services.** The following are the specific Medical Services included under this Agreement* (as determined by the Physician to be medically appropriate):

    - Acute and Non-acute Office Visits
    - Preventive Care
    - Chronic Disease Management (Diabetes, Asthma, etc.)
    - Well-Woman Care
    - Sports Physicals
    - Electrocardiogram (EKG)
    - Blood Pressure Monitoring
    - Diabetic Monitoring
    - Spirometry
    - Pulse Oximeter
    - Breathing Treatments
    - Dipstick Urinalysis
    - Blood Glucose
    - Cryotherapy for wart removal
    - Removal of Cerumen (ear wax) and Lavage
    - Follow up Wound Care
    - Staple/Suture Removal

*** Patient is responsible for all costs, including supplies, products, drugs, laboratory testing, and specimen analysis, which are associated with the above services and procedures. Testing shall be available through selected vendors at highly discounted, cash-pay prices. Patient will be advised in advance of any such additional costs. Payment is due at time of service, and Patient always retains the right to receive services from another Physician or facility of choice.**

2. **Non-Medical, Personalized Services**. Practice shall also provide Patient with the following Non-Medical services, which are complimentary to our members in the course of care:

    - **After Hours Access.** Patient shall be given the number for direct telephone access where the Patient may reach the Physician directly (subject to the limitations in Paragraph 13) for guidance regarding *acute* concerns that arise *unexpectedly* after office hours.

    - **Email Access.** Patient shall be given an email address to which non-urgent communications can be addressed. The Patient understands and agrees that

email and the internet should never be used to obtain medical care in an emergency or in any situation that could reasonably be expected to develop into an emergency. Patient agrees that in such situations the Patient shall call 911 or go to the nearest emergency medical provider and follow the directions of emergency medical personnel.

- **No Wait or Minimal Wait Appointments**. Patient shall be seen by the Physician immediately upon arriving for a scheduled office visit or after only a minimal wait. If Physician foresees more than a minimal wait time, Patient shall be contacted in advance and advised of the projected wait time. Patient shall have the option to arrive at the later projected time or reschedule the visit at a time convenient to the Patient.

- **Same Day/Next Day Appointments.** When the Patient contacts the Practice prior to 10 AM on a regular office day (Monday through Friday) with an urgent need, the Patient shall be scheduled for a visit on that same day. Or, if this is not possible, Patient shall be given an appointment for the next regular office day.

- **Specialists Coordination.** The Physician shall coordinate with Patient's medical specialists and refer Patient to the proper specialists if desired. Patient understands that this Agreement does not cover specialist's fees or fees due to any medical professional other than the Practice staff. All charges for care received outside the Practice are the Patient's responsibility.