ARIZONA INTERNISTS

6565 E Greenway Pkwy Ste 102, Scottsdale, Arizona 85254
Phone: (480) 900-7595 Fax: (480) 739-0262
Michael Germain, M.D. & Danielle Wicklow, M.D.

Patient Membership Agreement

Arizona Internists PLLC

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MEMBER INFORMATION

Legal Name | Date of Birth (MM/DD/YYYY) | Sex

I wish to enroll with: ◯ Michael Germain, M.D. ◯ Danielle Wicklow, M.D.

The Patient, or the person authorized to act for the Patient, ("you" or the "Patient"), agrees to the following terms and conditions of service:

Welcome to Arizona Internists PLLC, where we specialize in providing primary care through our innovative subscription-based direct primary care model. Our physicians are dedicated to partnering with you to manage your health as your primary care provider. Below, you will find the detailed terms and conditions of our service commitment to you:

- Comprehensive Care: We offer a full range of internal medicine services tailored to your health needs.
- Subscription Model: Our model ensures you have direct access to your physician without the barriers often found in traditional healthcare systems.
- Personalized Attention: We commit to providing personalized care, focusing on prevention, wellness, and managing chronic conditions.

Please review the following terms and conditions to understand how we can work together to optimize your health.

1 Services

At Arizona Internists PLLC, we are committed to providing comprehensive primary care services tailored to our members' ongoing health needs. As a member, you will have access to the following:

- **Scope of Services**: Our services encompass the management of acute, chronic, and wellness-related health issues, aligned with our physicians' scope of practice, training, experience, and clinical judgment.
- **Appointment Types**:
  - In-Person Visits: Available for thorough assessments and treatments.
  - Telehealth: Offered when deemed medically appropriate by your provider, ensuring convenient access to care.
- **Included Services**:
  - Acute and Non-Acute Office Visits
  - Chronic Disease Management
  - Preventive Care
  - Wellness Visits
  - Well-Woman Care
  - Weight Management
  - Smoking Cessation Support
  - Healthy Lifestyle Counseling
  - Removal of Benign Skin Lesions
  - Simple Dermatologic Procedures
  - Minor Surgical Procedures:
  - Abscess Incision and Drainage
  - Minor Wound Repair and Suturing
  - Earwax Removal

2 Term and Renewal

A. **Commencement**: Your membership with Arizona Internists PLLC and this Agreement commence on the date of your first membership payment.

B. **Duration**:

- Your membership is on a monthly basis, continuing as long as monthly payments are made.

C. **Automatic Renewal**:

- This Agreement will automatically renew annually on the anniversary of your initial membership payment unless either party chooses to terminate the agreement.

D. **Amendments**:

- Any changes or amendments to this Agreement will be communicated to you in writing.
- You will have 90 days to review, accept, or reject these new terms.
- If you do not agree with the new terms, you may cancel your membership before the changes take effect, thus

not being bound by the updated terms.

3 Fees

A. **Fee Structure**: The membership fees, which cover the services outlined, are detailed in Appendix A.

B. **Payment Schedule**:

- Monthly payments are due each month to ensure service coverage for that period.

C. **Fee Adjustments**:

- While we strive to maintain stable pricing, economic changes or operational costs might necessitate fee adjustments.
- In the event of a fee increase, we will provide at least 90 days' notice before the new rates come into effect.

D. **Insurance and Payments**:

- Arizona Internists PLLC does not participate in insurance networks or accept Medicare/Medicaid.
- Consequently, insurance typically will not cover our subscription fees.
- Our decision to operate outside of insurance contracts is to focus on delivering direct, personalized care without insurance company involvement.
- Arizona Internists PLLC recommends that you maintain health insurance to cover your non-primary care health needs (such as emergency room visits and appointments with specialists) and ancillary services (such as labs, imaging studies, and medications).

E. **Electronic Payments**:

- By signing this agreement, you acknowledge and consent to the use of electronic payment methods for any services rendered by Arizona Internists PLLC.
- You authorize Arizona Internists PLLC to charge your credit, debit, or HSA card, or other payment method you have authorized, for any outstanding balances or fees associated with your membership.
- Payments will be processed through a secure electronic payment platform. You agree to provide accurate and complete payment information and to promptly notify us of any changes to your payment details.
- You authorize Arizona Internists PLLC to automatically charge your designated payment method for recurring monthly payments as described in this agreement.

4 Cancellation/Refund Policy

A. **Termination by Notice**:

- Either party may terminate this Agreement by providing written notice to the other party.
- Upon giving notice, your membership and access to services will continue until the end of the last month for which you paid for services.

B. **Cancellation Process**:

- To cancel your membership, submit your written notice at any time, cancel from the link on our website, email subscriptions@arizonainternists.com, or call us by phone.
- There are no cancellation fees associated with ending your membership.

C. **Refund for Annual Payments**:

- If you've paid annually for your membership, we will prorate and refund the unused portion of your membership fee for the remaining months.

D. **Default on Payments**:

- Failure to pay your monthly membership fee will result in the automatic cancellation of your membership after 30 days of non-payment.

E. **Immediate Termination for Inappropriate Behavior**:

- Membership will be immediately terminated if a member engages in:
  - Threatening, intimidating, or harassing behavior
  - Violence or aggressive acts
  - Verbal abuse or use of inappropriate or offensive language
  - Any disruptive behavior that interferes with our clinic's operations, creates a hostile environment, or threatens the safety of staff, providers, or other members
- Arizona Internists PLLC reserves the right to define what constitutes unacceptable behavior.

Members terminated for behavior issues will not be eligible to re-enroll at any future date.

5 Re-enrollment

If you decide to return after voluntarily canceling or for reasons other than behavioral issues:

- A $300 re-enrollment fee will be required.
- This fee does not guarantee acceptance back into the program.
  - Re-enrollment is contingent upon:
  - Payment of any outstanding balances from previous memberships.
  - The clinic's discretion, considering your prior membership history or other factors that might impact your care.
- Once these conditions are satisfied and based on provider availability, your membership can be reinstated.

6 Communications and Privacy

A. **Privacy Commitment**: At Arizona Internists PLLC, we prioritize the confidentiality and security of your health information. We comply with applicable law to protect your privacy. For the protection of your sensitive health information, we strongly recommend utilizing our secure communication options.

B. **Our Secure Communication Channels**:

- Phone: Direct and secure voice communication.
- Secure Messaging: Encrypted messages within our patient communication app.
- Secure Virtual Visits: Protected video conferencing for telehealth consultations.
- Patient Portal: A secure online platform for managing your health records, appointments, and communications.

C. **Non-Secure Communication Risks**: Please be aware that all communications technology carries risks that the security of your health information or privacy may be compromised. In particular, using SMS text messaging and email for communication does not guarantee privacy. These methods are not fully secure, and there is a risk that third parties could intercept or access your personal health information without authorization.

D. **By choosing to use these non-secure methods**:

- You acknowledge the potential for unauthorized access to your information.
- You agree to take on the responsibility for any risks associated with such disclosures.
- You release Arizona Internists PLLC from liability for any privacy breaches that may occur as a result of using these methods.

7 After-Hours Availability

A. **After-Hours Schedule**: Our office operates from 8 a.m. to 5 p.m. After-hours coverage is from 5 p.m. to 8 a.m. on weekdays, and all day on weekends and holidays.

B. **Immediate Needs Only**:

- The after-hours contact number is designated for urgent health concerns that require immediate attention and cannot wait until regular office hours.
- Please reserve after-hours calls for non-emergent situations that might significantly impact your health if not addressed promptly.
- While we strive to respond as quickly as possible, please understand that immediate answers may not always be feasible during these times.
- Comprehensive consultations, new treatment plans, or in-depth medical evaluations are not available after hours. These will be scheduled during normal operating hours.

C. **Non-Urgent Matters**:

- Routine care inquiries, prescription refills, and non-urgent medical questions should be directed to our office during regular business hours. If your concern is not urgent, please consider waiting for our next available business day to discuss your health needs. This ensures that urgent cases receive the prompt attention they require while maintaining the quality of care for all patients.

D. **Emergency Situations**:

- For emergencies, please FIRST dial 911 or go to the nearest emergency room.

8 Medical Records

A. **Access to Records**:

- You can access your medical records at any time through our secure patient portal.

B. **Copies of Records**:

- Electronic Copies: Provided free of charge.
- Paper Copies: If you prefer physical records, we may charge a small fee to cover the cost of supplies and administrative expenses.

9 Membership Limitations

A. **Limitations to Provider Availability**:

- Physicians at Arizona Internists PLLC may occasionally be unavailable due to illness, continuing education, or vacation. We strive to address your needs promptly but cannot guarantee immediate availability or after-hours care.
- In such cases, you might need to seek care from specialists, urgent care centers, or emergency departments.
- For urgent situations during these times, proceed to an urgent care or emergency facility.
- In emergencies, do not contact the clinic; instead, call 911 or go to the emergency department.

B. **Membership Coverage Limitations**:

- Your membership does not include:
  - Immunization costs
  - Laboratory test fees
  - Imaging service fees
  - Prescription fees
- Costs associated with referrals outside our clinic
- These services are billed separately and may be covered by your insurance, if applicable. Services from other providers, hospitals, or facilities are not covered by your membership.

C. **Specialized Medication Management**:

- **Chronic Narcotic Pain Management**: Arizona Internists PLLC does not provide chronic narcotic pain management. These medications are best managed by a specialized pain management provider. This includes but is not limited to medications such as:
  - Oxycodone (OxyContin, Percocet)
  - Hydrocodone (Vicodin, Lortab)
  - Morphine (MS Contin, Kadian)
  - Fentanyl (Duragesic, Actiq)
- **Chronic Benzodiazepine for Mental Health**: Arizona Internists PLLC does not manage chronic benzodiazepine prescriptions for mental health conditions. These medications are best managed by a mental health specialist or psychiatrist. This includes but is not limited to:
  - Alprazolam (Xanax)
  - Diazepam (Valium)
  - Lorazepam (Ativan)
  - Clonazepam (Klonopin)

D. **Telehealth Service Limitations**:

- We offer telehealth consultations for concerns not requiring a physical examination, provided you have:
  - Video capabilities
  - A reliable internet connection
- However, complex health issues or conditions needing hands-on assessment must be handled through in-person visits:

  - If symptoms suggest a serious condition, an in-person evaluation is advised.
  - The need for an in-person evaluation is at the discretion of your treating provider.

10 Medicare Opt-out Agreement

A. **Opt-Out Status**: Arizona Internists PLLC has opted out of Medicare for the reimbursement of our services. This decision means:

- **Non-Coverage by Medicare Programs**: Our subscription fees are not covered by:
  - Traditional Medicare
  - Medicare Advantage plans
  - Medigap (Medicare Supplement) insurance
- **Billing Restrictions**:
  - Neither Arizona Internists PLLC nor you, the patient, can submit bills for these services to any Medicare program or Medigap insurance.

B. **Agreement Requirement**:

- If you are enrolled in Medicare, both you and your provider at Arizona Internists PLLC must sign a one-time Medicare Opt-out Agreement.
- This agreement acknowledges that you will not seek reimbursement from Medicare or Medigap for the services provided under our membership model.

11 Membership is NOT an Insurance Plan

A. **Understanding Membership**:

- Membership at Arizona Internists PLLC is not a substitute for health insurance.

B. **Scope of Services**:

- Our membership offers direct primary care services but does not cover:
- Hospitalization
- Surgery
- Specialist consultations
- Other medical services beyond the scope of primary care

C. **Insurance Necessity**:

- We strongly advise that you maintain comprehensive health insurance to ensure coverage for these additional healthcare needs.

12 Liability

A. **Service Provision**: At Arizona Internists PLLC, we offer medical services in good faith, adhering to the standards of general internal medicine. Our commitment is to provide thorough and timely care, but we cannot guarantee specific outcomes or results due to the inherent complexities of healthcare.

B. **External Influences**: Factors beyond our control, such as actions by outside providers, facilities, or third-party services, can impact the care we provide or the results thereof.

C. **Patient Responsibility**: We encourage you to:

- Adhere to our medical recommendations.
- Arrange for any additional care or follow-up as advised.

D. **Liability Limitation**: Arizona Internists PLLC is not liable for:

- Complications or negative outcomes stemming from circumstances beyond our direct oversight.
- Delays in care or treatment that are not within our control.
- Any adverse effects if our recommended treatments are not followed.

13 Legal Provisions

A. **Change of Law**:

- Should there be changes in relevant laws, this Agreement will be amended to ensure compliance.

B. **Severability**:

- If any part of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

C. **Jurisdiction**:

- This Agreement is governed by and interpreted under the laws of the State of Arizona.

D. **Non-transferable**:

- Your membership is exclusive and cannot be transferred to another individual.

E. **Notice**:

- All written notices required under this Agreement will be delivered via email or first-class mail to the addresses on file.

Acknowledgment

By signing below, you acknowledge that you have read, understood, and agreed to the terms of this Patient Membership Agreement. Please review and confirm that you have read and understood the following key aspects of this agreement:

☐ **EMERGENCIES**: In the event of an emergency, I will call 911 first and not use electronic communication for emergency or time-sensitive issues.

I have read and understand this policy.

☐ **SERVICES**: I understand that the services provided are at the discretion of the physician and are limited to those within their training and experience.

I have read and understand this policy.

☐ **AFTER-HOURS CARE**: I understand that after-hours communication is for urgent matters only and comprehensive after-hours care may not be available.

I have read and understand this policy.

☐ **LIMITATIONS ON SERVICES**: I understand that this membership does not cover all medical services, including emergency care, labs, imaging, prescriptions, and services by providers outside the clinic.

I have read and understand this policy.

☐ **SPECIALIZED MEDICATIONS**: I acknowledge that Arizona Internists PLLC does not provide chronic narcotic pain management or chronic benzodiazepine prescriptions for mental health conditions. I understand that these medications are best managed by a specialized pain management provider or a mental health specialist/psychiatrist.

I have read and understand this policy.

☐ **NOT AN INSURANCE PLAN**: I understand that this membership does not replace health insurance, and I should maintain appropriate coverage.

I have read and understand this policy.

☐ **MEDICARE BENEFICIARIES**: If I am a Medicare beneficiary, I understand that I must sign a Medicare Opt-out Agreement, and neither Arizona Internists nor I may bill Medicare.

I have read and understand this policy.

☐ **BEHAVIORAL STANDARDS**: I understand that inappropriate behavior can lead to immediate termination of my membership with no future re-enrollment allowed.

I have read and understand this policy.

☐ **CANCELLATION**: I understand that my membership will automatically renew at the rate in Appendix A (Membership Fees) at the time of renewal unless I cancel. I understand that I may cancel my membership at any time by submitting written notice, canceling from the link on our website, emailing subscriptions@arizonainternists.com, or calling us by phone. I understand that if I choose to cancel my membership, I will continue to have access to the service until the end of the current billing cycle. I agree to the automatic renewal of my membership at the end of each billing cycle, unless I cancel it.

I have read and understand this policy.

☐ **RE-ENROLLMENT**: I understand there's a $300 re-enrollment fee if I wish to return, subject to clinic approval and provider availability.

I have read and understand this policy.

Signature of Patient or Patient's Authorized Representative | Date | Printed Name

Relationship to Patient or Description of Authority to Act for Patient (if applicable)

Appendix A: Membership Fees

Payment Authorization

I authorize **Arizona Internists, PLLC** to process the agreed-upon Membership Fee via the payment plan I selected:

- ◯ **Monthly Plan**: $105 per month, paid by credit, debit, or HSA card.
- ◯ **Annual Plan**: $100 per month, paid annually by check. The total annual plan payment will be calculated to cover the remainder of the current calendar year, with a new billing cycle beginning on January 1.

I agree to pay the Membership Fee as outlined in the Patient Agreement. I understand that this fee covers the services described in the Agreement and does not include additional costs for medications, lab tests, emergency services, or services by providers outside the clinic.

I understand that my membership will automatically renew at the rate above at the time of renewal unless I cancel. I understand that I may cancel my membership at any time by submitting written notice, canceling from the link on our website, emailing subscriptions@arizonainternists.com, or calling us by phone. I understand that if I choose to cancel my membership, I will continue to have access to the service until the end of the current billing cycle. By signing below, I agree to the automatic renewal of my membership at the end of each billing cycle, unless I cancel it.

Signature of Patient or Patient's Authorized Representative	Date	Printed Name

Relationship to Patient or Description of Authority to Act for Patient (if applicable)