**PATIENT AGREEMENT**

**(Direct Primary Care)**

**Marquis Family Medicine, PLLC**

This is an Agreement entered into on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by and between Marquis Family Medicine, PLLC, an Arizona professional limited liability company (hereinafter, **Marquis Family Medicine**), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter, **Primary Patient**). (Add additional family members)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Background**

Marquis Family Medicine specializes in family medicine, weight loss treatment, and aesthetic medicine services. In exchange for certain fees paid by the Patient, Marquis Family Medicine, through its Physician(s), agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

 **Definitions**

**1. Patient**. A patient is defined as the person or persons for whom Marquis Family Medicine shall provide Services, and who either: a) signed this agreement; or b) is listed in Appendix 1, incorporated by reference to this agreement. **2. 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 Marquis Family Medicine, and set forth in Appendix 1.

**Terms and Conditions**

**3. Terms.** This agreement shall commence on the date signed by the parties below and shall continue for a period of one month. At the expiration of the first month and each subsequent month, this agreement shall automatically renew for an additional term of one month, unless cancelled in writing pursuant to the terms of Paragraph 7 below. **4. Fees**. In exchange for the Services described herein, Patient agrees to pay Marquis Family Medicine the monthly amount(s) as set forth in Appendix 1. Membership fees are payable upon execution of this agreement and at the beginning of each monthly renewal period, and are in payment for the Services provided to Patient during the term of this Agreement as described in Appendix 1. Marquis Family Medicine reserves the right to change membership fee pricing upon 30-days written notice to Patient; Fees for services not included as part of a membership plan described in Appendix 1 (hereinafter, “a la carte services”) shall be due at the time of service. Pricing for a la carte services are subject to change without notice. Fees for a la carte services will be discussed with the Patient before the provision of services. **5. Non-Participation in Insurance and Medicare Opt-Out**. Patient acknowledges that neither Marquis Family Medicine, nor its Physician(s) participate in any health insurance, or HMO plans or panels. Further, Marquis Family Medicine and its Physician(s) have opted out of Medicare. Fees incurred by Patient for Services rendered by Marquis Family Medicine and/or its Physician(s) pursuant to this Agreement **WILL NOT** be submitted for reimbursement to Medicare or any other health insurance provider. Neither Marquis Family Medicine, nor its Physician(s) make any representations whatsoever that any fees paid under this Agreement are covered by your health insurance, Medicare, or other third party payment plans applicable to the Patient. The Patient shall retain full and complete responsibility for any such determination. If Patient participates in any Health Savings Account (HSA), High Deductible Health Plan (HDHP), Flexible Spending Account (FSA), or similar plans, Membership Fees and a la Carte Fees paid pursuant to this agreement may be reimbursable pursuant to the terms of those plans. Patient is solely responsible for determining what fees, if any may be covered by those plans. Marquis Family Medicine agrees to cooperate with Patient to provide Patient with receipts, invoices, or other documentation necessary for Patient to seek reimbursement of fees paid pursuant to this Agreement. If Patient is enrolled in Medicare, Patient agrees to execute the required Medicare Opt-Out Agreement. **6. Insurance** **or Other Medical Coverage**. Patient acknowledges and understands that this Agreement is not an insurance plan, and is not a substitute for health insurance or other health plan coverage (such as membership in an HMO). Further, this Agreement does not satisfy any individual insurance coverage requirement mandated by Federal and/or State law. It will not cover hospital services, emergency medical services, or any services not listed in Appendix 1 or directly provided by Marquis Family Medicine or its Physician(s). Patient acknowledges that Marquis Family Medicine has recommended that patient obtain or keep in full force such health insurance policies 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. **7. Termination**. Both Patient and Marquis Family Medicine shall have the absolute and unconditional right to terminate the Agreement, upon giving 30-days prior written notice to the other party. **8. Communications**. Patient acknowledge that communications with Marquis Family Medicine or its Physician(s) using e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. As such, by signing this Agreement and utilizing the means of communication listed above, Patient expressly waives Marquis Family Medicine’s or its Physician(s)’ obligation to guarantee confidentiality with respect to correspondence using such means of communication. Patient acknowledges that all such communications may become a part of your medical records. In addition I authorize Marquis Family Medicine, PLLC to receive and transmit my protected health information for medical treatment, consultation, billing, electronic forms or claims payment (QuickBooks or similar accounting software), or other purposes. I understand some of these transmissions may not comply with the Health Insurance Portability and Accountability Act as they are services provided via internet or email. By providing Patient’s e-mail address on the attached Appendix 1, Patient authorizes Marquis Family Medicine, 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, Patient acknowledges that: (a) 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 Marquis Family Medicine and its Physician(s) will comply with applicable Federal and State laws regulating PHI and will use all reasonable efforts to keep e-mail communications confidential and secure, neither Marquis Family Medicine, nor its Physician(s) can assure or guarantee the absolute confidentiality of e-mail communications; (c) In the discretion of the Physician(s), e-mail communications may be made a part of Patient’s permanent medical record; and (d)Patient understands and agrees that 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 Patient could reasonably expect to develop into an emergency, Patient shall call 911 or the nearest Emergency room, and follow the directions of emergency personnel.**  If Patient does not receive a response to an e-mail message within one day, Patient agrees to use another means of communication to contact Marquis Family Medicine. Neither Marquis Family Medicine, nor its Physician(s) 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) technical failures attributable to any internet service provider; (ii) power outages, failure of any electronic messaging software, or failure to properly address e-mail messages; (iii) failure of the Marquis Family Medicine’s or its Physician(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) Patient’s failure to comply with the guidelines regarding use of e-mail communications set forth in this paragraph. **9. Change of Law.** If there is a change of any Federal, State or local law, regulation or rule that affects the Agreement, including any Appendices 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 and any Appendices. 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. **10. 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. **11. Reimbursement for Services Rendered.** If this Agreement is held to be invalid for any reason, and if Marquis Family Medicine is therefore required to refund all or any portion of the Membership Fees paid by Patient, Patient agrees to pay Marquis Family Medicine an amount equal to the reasonable value of the Services actually rendered to Patient during the period of time for which the refunded fees were paid. **12. 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, Marquis Family Medicine may unilaterally amend this Agreement to the extent required by Federal, State, or local law or regulation (“Applicable Law”) by sending Patient 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 Marquis Family Medicine, except that Patient shall initial any such change at Marquis Family Medicine’s 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. Further, as described in Paragraph 4 above, Marquis Family Medicine reserves the right to change its fees for Services upon 30-days written notice to Patient. **13. Assignment**. This Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient. Marquis Family Medicine reserves the right to consult with, refer, or otherwise utilize the services of any Physician necessary to provide the Services to Patient. This includes utilizing substitute Physicians to “cover” during periods of vacation, unavailability, or incapacity. **14. Relationship of Parties**. Patient and Marquis Family Medicine intend and agree that any Physician, in performing 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 shall never be considered an employee of Patient. Further, all Physicians shall have exclusive control of their work and shall, at all times, retain professional discretion as to the manner in which it is performed. **15. 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. **16. Responsibility for Payment and Costs of Collection.** Patient agrees to pay Marquis Family Medicine the then-current fees for Services actually rendered to Patient and all outstanding monthly fees. If Marquis Family Medicine is required to engage in any collection activity to recover any amounts due and owing under this agreement, Patient agrees to pay all costs of collection, including court costs and attorney’s fees. **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. **18. 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. **19. 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 located in Pima County, Arizona. **20.**  **Service**. All written notices are deemed served if sent by First Class U.S. mail to the address of the party written below.

**APPENDIX 1 (Direct Primary Care)** Services and Payment Terms: **1.** **Medical Services**. As used in this Agreement, the term Medical Services shall mean those medical services that Marquis Family Medicine’s Physician(s) are permitted to perform under the laws of the State of Arizona and that are consistent with their training and experience as family medicine physician(s), and described herein. **2. Plans and Pricing.** Marquis Family Medicine reserves the right to change any fees listed below by providing 30-days written notice to Patient. There is a one-time $50 registration fee per individual/family. Membership Fee Plans: Patients electing this plan shall pay a set fee for each monthly term of service. Payment is due prior to the start of each monthly period. Patients may pre-pay for services. Procedures may have a $10 fee at the physician’s discretion. Aesthetic services (ie. Cryo-therapy) may have a higher fee at physician discretion. The Membership Plan includes: **Annual physical examination; Outpatient office visits, as needed; Direct access to personal physician via phone, text, email; Annual flu vaccination (excluding first year patient’s membership); Listed therapeutic procedures ($10 fee at physician discretion); Electrocardiography, if applicable (($10 fee at physician discretion); Health risk assessment; Vision and hearing screening; Psychosocial screening; General Wellness Plan including physical activity and dietary plans; Discounted lab (cash pay rate) and wholesale medication cost** Pricing for the Membership Fee Plan shall be tiered based upon the Patient’s age group. Upon Patient reaching the next age tier, the membership fee shall automatically convert to the higher rate. Services not listed above are not included in the Membership Fee and will be billed separately at the rates listed below.

0-17, $25/Month

18-29, $50/Month

30-64, $100/Month

65+ $125/Month

A la Carte Services: Patients requiring services not included in the above membership plan shall pay a set fee for each service at the time of delivery (a la carte services). Current pricing for la carte services is subject to change without notice. **3.** **Non-Medical, Personalized Services**. Marquis Family Medicine shall also provide Patient with the following non-medical services (“**Non-Medical Services**”): **(a) *Physician Access*.** Patient shall have access to a Physician via instant messaging and video chat. Patient shall also have direct telephone access to the Physician. Patient shall be given a phone number where patient may reach a Physician directly. Physician shall return phone calls within a reasonable period of time during the same day if immediately unavailable. During a Physician’s absence for vacations, continuing medical education, illness, emergencies, or days off, Marquis Family Medicine will provide the services of an appropriately licensed healthcare provider for assistance in obtaining medical services. This service may be an urgent care or emergency room, which is not covered under this contract and will be patient’s responsibility to pay such expenses. These such providers may not be available to patient to the same extent as would Marquis Family Medicine’s Physician(s). **(b) *E-Mail Access*.** Patient shall be given a Physician’s e-mail addressto which non-urgent communications can be addressed. Such communications shall be dealt with by the Physician or staff member of Marquis Family Medicine in a timely manner. **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 a 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) *No Wait / Minimal Wait Appointments.*** Every effort shall be made to assure that Patient is seen by a Physician immediately upon arriving for a scheduled office visit or after only a minimal wait. If Physician foresees a minimal wait time, Patient shall be contacted and advised of the projected wait time. **(d) *Timely Appointments*.** Where practicable, Marquis Family Medicine shall make every reasonable effort to schedule an appointment for the Patient within two business days from the day that the request is made. Those hours exclude holidays and weekends. After hours and weekend appointments may be available at Physician’s discretion. **(e) *Home or Office Visits*.** Patient may request to see a Physician in Patient’s home or office, and in situations where the Physician considers such a visit reasonably necessary and appropriate, Marquis Family Medicine will make every reasonable effort to comply with Patient’s request. Consultations occurring in the Patient’s home may be subject to an additional fee of $60 at Physician’s discretion. **(g) *Lab, Imaging and Medication Costs.*** Lab, imaging and medication costs are not included in the monthly membership fee but shall be offered at discounted prices. **(h) *Specialists/Outside Medical Care*.** Marquis Family Medicine Physician(s) 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 specialists’ fees or fees due to any medical professional other than Marquis Family Medicine. **(i) *Patient Information.*** The following individuals are covered Patients pursuant to the Agreement:

------Initial here if you have read, acknowledge and understood the “**Patient Notice of Privacy**” \_\_\_\_\_\_\_\_\_\_\_\_\_

Patient Name(s)/DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Office Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Name/Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The parties have signed this Agreement on the date first written above or date at the time of first appointment.

**Primary Patient (signing on behalf of family) Marquis Family Medicine, PLLC**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Amanda Marquis, M.D., for

 Marquis Family Medicine, PLLC

 5431 N. Oracle Rd. #151

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tucson, Arizona 85704

Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_