

Grayhawk Family Practice, P.C. Membership Agreement

Welcome to Grayhawk Family Practice! We are honored to be your provider and we are committed to delivering quality care and a great service experience.

1. Provider-Patient Relationship

By your signature, you (“You” or “Patient”) acknowledge that You are voluntarily becoming a patient of Grayhawk Family Practice. As a Grayhawk Family Practice Patient, those services described in Section 2 below will be made available to You pursuant to the terms of this Membership Agreement.

2. Our Services

Health Care Services: As a patient, you are eligible to receive a set of primary care, preventive care, and urgent care services as offered by your individual provider (the “Health Care Services”).

Direct Access Services: As a patient, you are eligible to receive 24/7 mobile phone (for urgent care matters) and email access to provider, same or next-day appointments for urgent medical matters, and a low patient-to-provider ratio.

Grayhawk Family Practice has prepared a **Detailed Service List** describing the available Health Care Services which are available to You, and such Detailed Service List is attached hereto as Exhibit “A.” During the term of this Agreement, such services may be modified by Grayhawk Family Practice, and such changes, if any, shall be reflected in a revised Detailed Service List and provided to You.

The annual preventive care physical examination is not an Annual Wellness Visit or Subsequent Wellness Visit providing Personalized Prevention Plan Services as defined by the Centers for Medicare and Medicaid at 42 C.F.R. § 410.15, which may be amended from time to time.

By entering into this Membership Agreement, You acknowledge that Grayhawk Family Practice does not provide comprehensive health insurance coverage. Grayhawk Family Practice provides only the Health Care Services described on the Detailed Service List.

3. Fees and Payment

Most, but not all of the services listed on the Detailed Service List are covered by a **Comprehensive Monthly Fee**, subject to the limitations set forth in this Membership Agreement. Any services that require additional fees are set forth on the Detailed Service List with an * and a separate fee described therein.

Member Payment Responsibility:

You agree to pay the Comprehensive Monthly Fee of \$160.00. Should there be two (2) or more people/patients in your family that utilize the Grayhawk Family Practice Health Care Services, then the Comprehensive Monthly Fee is decreased to \$110.00/person. A new Agreement between Grayhawk Family Practice and Patient and his/her dependents (or the legal parent or guardian of such dependents, if necessary) must be executed for any additional dependents.

Grayhawk Family Practice will not bill your health insurance plans for the Comprehensive Monthly Fee or for any individual services that are covered by the Comprehensive Monthly Fee. The Comprehensive Monthly Fee is subject to change by Grayhawk Family Practice at any time upon 60 days’ prior written notice (via U.S. mail, facsimile or email) to you. If you elect not to accept the change in the Comprehensive Monthly Fee and, in turn, terminate this Agreement, you may do so in accordance with the termination provisions set forth in Section 6 below.

Grayhawk Family Practice and Patient expressly understand and acknowledge that the provision of Health Care Services under this Agreement constitutes the establishment of a direct relationship between Patient and providers of Grayhawk Family Practice without influence by guidelines, restrictions, or contracts established by health insurance companies, health maintenance organizations, hospital service organizations, or the Medicare or Medicaid (Arizona Health Care Cost Containment System, “AHCCCS”) programs. Grayhawk Family Practice and Patient expressly understand and acknowledge that this Agreement is not intended to duplicate any benefits, services, or supplies that are provided by private insurance or the Medicare or Medicaid (Arizona Health Care Cost Containment System) Programs. You understand that the services offered for the Comprehensive Monthly Fee are “non-covered” services. Non-covered services means medically-related services that your insurance payors (whether private or governmental, such as Medicare) deems not covered. The Annual Fee does not affect the co-payments, co-insurance, or deductibles that you are required to pay pursuant to the terms of your insurance coverage.

Grayhawk Family Practice will bill any insurance carrier the patient has for medical care services or supplies rendered to Patient under this Agreement’s terms. Grayhawk Family Practice is not responsible for knowing any changes in the Patient’s health insurance coverage plans/agreement or the “covered services” therein.

Patient understands and acknowledges that this Agreement is not intended to circumvent the Patient’s right to obtain health, life, or disability insurance, and neither Grayhawk Family Practice has represented to the Patient that the Patient no longer requires health, life, or disability insurance. Although the Patient is not required to possess health insurance as a condition of this Agreement, Grayhawk Family Practice encourages the Patient to obtain and maintain such health insurance for herself or himself and her or his family.

You may choose to pay Grayhawk Family Practice either monthly or quarterly.

4. Your Medical Information

Your privacy is very important to us and You control the use of your personal information. Grayhawk Family Practice has put important safeguards in place to make sure your medical information is protected and safe to maintain its confidentiality. Grayhawk Family Practice seeks to work together with you to give you the best health care possible. Having access to your medical information will help your Grayhawk Family Practice doctor give you the best possible care because he/she will have the most up-to-date information about your health. Therefore, as allowed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and to help us give you the right care in the right place and at the right time, Grayhawk Family Practice, its contractors and agents (Health Plan) may electronically share with us your health-related information (including your "protected health information" as defined by HIPAA). Such shared health-related information may include things like visits to the doctor or hospital, medical conditions, current and past prescriptions, biometric data (height, weight, body fat percentage, etc.) and other health status-related information. You will receive Grayhawk Family Practice's Notice of Privacy Practices and you shall be asked to execute an acknowledgement of receipt thereof.

5. Digital Communication Risks and Conditions

Grayhawk Family Practice offers members the ability to send and receive emails to and from their care team. While Grayhawk Family Practice takes many precautions to protect your information and the security of the emails it sends, there are still risks.

Risks:

Transmitting patient information by email has a number of risks. These risks include, but are not limited to, the following:

- Email can be circulated, forwarded, stored electronically and on paper, and broadcast to unintended recipients.
- Email senders can readily misaddress an email.
- Email can be intercepted, altered, forwarded or used without authorization or detection.
- Emails may not be secure, and therefore it is possible that the confidentiality of such communications may be breached by a third party.
- Email service providers may have access to your emails.

Conditions:

Grayhawk Family Practice is not liable for improper disclosure of confidential information that is not caused by Grayhawk Family Practice's misconduct.

You must acknowledge and consent to the following conditions:

- Email is not appropriate nor should it be used for urgent or emergency situations.
- Per your request, Grayhawk Family Practice may send emails to you as necessary for your diagnosis, treatment, billing, eligibility and other handling. You should not use email for sensitive communications (e.g., AIDS/HIV, mental health, developmental disability or substance abuse).
- You are responsible for informing Grayhawk Family Practice, in writing, if you want to cease or limit email communications with Grayhawk Family Practice. You may do so at any time without reason or explanation.
- You are responsible for protecting your email account password or other means of access to your email. Grayhawk Family Practice is not liable for breaches of confidentiality involving your email account that are caused by you or any third party.

By signing this Membership Agreement, you acknowledge that you have received and read the above information. In addition, you agree to any instructions that Grayhawk Family Practice may impose regarding the sending and receipt of email communications containing patient information.

Recommendations and Instructions:

If you wish to send and receive emails from Grayhawk Family Practice regarding your care and treatment, you:

- Should limit or avoid use of public computers and public networks.
- Should promptly inform Grayhawk Family Practice of changes in your email address.
- Before sending emails containing personal health information to Grayhawk Family Practice, you should:
 - Ensure the email is addressed to the intended recipient.
 - List the key topic in the subject line.
 - Put your name in the body of the email.
 - Take precautions to preserve the confidentiality of your emails. Once Grayhawk Family Practice sends an email from its network, it has no control over its confidentiality or security.

6. Terms and Termination

This Membership Agreement shall begin upon the Effective Date and shall continue until such time as it is terminated pursuant to this Section 6.

You may terminate this Membership Agreement at any time with a 30-day written notice. You must complete, sign and submit (via U.S. mail, overnight carrier, email or fax) to Grayhawk Family Practice, a Membership Cancellation Form. Verbal cancellations will not be honored. Please keep in mind with the 30-day notice you will be required to pay up until the 30 day mark. Membership Cancellation Forms can be obtained on our website, in office, or by emailing Grayhawk Family Practice and we will send you an electronic copy.

No refunds shall be made if you terminate this Membership Agreement as all Fees paid are non-refundable. This includes all Fees that may have been paid whether such were paid on a monthly, quarterly or annual basis. Upon cancellation, after payment is received for all periods prior to the termination of this Membership Agreement, you will not be responsible for any further payments.

Grayhawk Family Practice may terminate this Membership Agreement at any time, subject to any professional obligations. Additionally, if a Member is personally responsible for the Comprehensive Monthly Fee per Section 3 above and fails to make the monthly payment, Grayhawk Family Practice shall give notice to Member and provide 10 (ten) days to render this non-payment. If payment has not been made within the 10 day grace period, Grayhawk Family Practice may terminate this Agreement immediately, with notice to the Member.

7. Our Terms & Conditions

Dispute Resolution: All disputes arising out of the Membership Agreement will be submitted to arbitration in the county in the State of Arizona where you receive services covered by the Membership Agreement, pursuant to the rules of the American Arbitration Association then in existence in the State of Arizona. The decision in arbitration shall be conclusive and binding on you and Grayhawk Family Practice and may be reduced to judgment in any court of competent jurisdiction. By signing the Membership Agreement, you expressly waive your right to a trial in any court.

If any term, provision, covenant or condition of this Membership Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect and will in no way be affected, impaired or invalidated.

This Membership Agreement will be governed by and construed in accordance with the laws Arizona.

This Membership Agreement is non-transferable.

If you have a complaint, please contact the office manager of Grayhawk Family Practice directly in any of the following ways:

Email: Nikki.king@grayhawkfamilypractice.com

Phone: 480-473-7003

Member or Guardian/POA Signature

Member Printed Name

EXHIBIT A

SERVICES

Primary and Preventive Care		
24/7 Physician Access	Same day or next day appointments	Extended visits, 30-60 minutes long, depending on your needs
Yearly Executive Physical with EKG	Basic vision screening	Fitness & Nutrition coaching
Biometric screening	No waiting in the waiting room to see your provider	Lifestyle & risk-reduction coaching
Health risk assessment	Hearing screening (audiometry)	Coordination with other providers (e.g., specialists, hospitals)
Blood pressure screening	Chronic disease management	Weight loss counseling
Access to advanced medical testing for prevention & wellness	Access to genetic, microbiome and nutritional testing	Integrative medical counseling
Treatment and Procedures		
medical grade skin care management	Ear wax removal	Skin biopsy (lab not included*)
assisted living and life care community management for true continuity of care through a lifetime	EKG	Skin cyst removal
Bursa injection / aspiration	Basic wound care	Skin tag & wart removal (cryo)
Stitches	Peak flow testing	Incision & drainage of abscesses
Suture /staple removal	Nebulizer treatment	
Lung function screening (spirometry)	Chronic disease management including high blood pressure, diabetes, asthma, arthritis, skin conditions, allergies, sinus and upper respiratory issues as well as the broad range of family medicine concerns.	
Labs		
Blood draws and sample collection	Pregnancy test	Stool blood test (FOBT)
Blood glucose (finger stick)	Strep throat test	Standard annual labs
Utilizing and maximizing cost effective and high quality state of the art laboratories and imaging centers to save you time and money	On Site lab draws for over 95% of laboratories needed	