Sunrise Family Health & Wellness
Primary Care Monthly Membership Plan Agreement

Membership Agreement

This is an Agreement between Sunrise Family Health and Wellness, DBA, Sunrise Family Healthcare Inc., an Arizona Corporation, located at 1945 Mesquite Avenue Suite A, Lake Havasu City, Arizona 86403, Tiarra Sitzer FNP-BC (An Advanced Practice Registered Nurse [APRN]) in her capacity as an agent of Sunrise Family Health and Wellness, and you, (Patient).

Background

The APRN, who specializes as a family nurse practitioner board certified, delivers care on behalf Sunrise Family Health and Wellness, at the address set forth above. In exchange for certain fees paid by You, Sunrise Family Health and Wellness, through its APRN, 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 those persons for whom the APRN shall provide Services, and who are signatories to, or listed on the documents attached as Appendix 1, and incorporated by reference, to this agreement
2. **Services**. As used in this Agreement, the term Services, shall mean a package of services, both patient care and non-patient care, and certain amenities (collectively "Services"), which are offered by Sunrise Family Health and Wellness, and set forth in Appendix 1.
3. **Terms**. This agreement shall commence on the date signed by the parties below and shall continue for a period of one month, automatically renewed.
4. **Fees**. In exchange for the services described herein, Patient agrees to pay Sunrise Family Health and Wellness, the amount as set forth in Appendix 1, attached. This fee is payable upon execution of this agreement and is in payment for the services provided to Patient during the term of this Agreement.
5. If the Patient is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then Patient is not eligible for Sunrise Family Health and Wellness services. This agreement acknowledges your understanding that the APRN does not provide services to patients eligible for Medicare and Medicaid and will not seek reimbursement from Medicare, Medicaid, or any Federal Healthcare panels and as a result, Medicare, Medicaid, or any Federal Healthcare panels cannot be billed for any services performed for you by the APRN if you are signed up for Membership Plan. You agree not to bill Medicare, Medicaid, or any Federal Healthcare panels or attempt Medicare, Medicaid, or any Federal Healthcare panel reimbursement for any such services.
6. **Insurance or Other Medical Coverage**. Patient acknowledges and understands that this Agreement is not an insurance plan, and not a substitute for health insurance or other health plan coverage (such as membership in an HMO). It will not cover hospital services, or any services not personally provided by Sunrise Family Health and Wellness, or its Providers. Patient acknowledges that Sunrise Family Health and Wellness has advised that patient obtain or keep in full force such health insurance policy(ies) 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. **Term; Termination**. This Agreement will commence on the date first written above and will extend monthly thereafter. Notwithstanding the above, both Patient and Sunrise Family Health and Wellness shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination, upon giving 30 days prior written notice to the other party. Unless previously terminated as set forth above, at the expiration of the initial one-month term (and each succeeding monthly term), the Agreement will automatically renew for successive monthly terms upon the payment of the monthly fee at the end of the contract month.
8. **Communications**. You acknowledge that communications with the Provider using email, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. As such, you expressly waive the provider's obligation to guarantee confidentiality with respect to correspondence using such means of communication. You acknowledge that all such communications may become a part of your medical records. By providing Patient's e-mail address on the attached Appendix 1, Patient authorizes the Sunrise Family Health and Wellness, and its providers 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 it's implementing regulations) By inserting Patient's e-mail address in Exhibit 1, 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 and the provider will make all reasonable efforts to keep e-mail communications confidential and secure, neither Sunrise Family Health and Wellness, nor the provider can assure or guarantee the absolute confidentiality of e-mail communications;

(c) In the discretion of the provider, 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 member could reasonably expect to develop into an emergency, Member shall call 911 or the nearest Emergency Department, 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 the provider. Neither Sunrise Family Health and Wellness, nor the provider 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 Practice'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) your 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 law, regulation or rule, federal, state or local, which affects the Agreement including these Terms & Conditions, 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 including these Terms & Conditions. 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 Sunrise Family Health and Wellness is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay Sunrise Family Health and Wellness 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, the provider may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation ("Applicable Law") by sending You 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 Sunrise Family Health and Wellness, except that Patient shall initial any such change at Sunrise Family Health and Wellness 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.

13. **Assignment**. This Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient.

14. **Relationship of Parties**. Patient and the Provider intend and agree that the provider, in performing their 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 the provider shall have exclusive control of his work and 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. **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.
17. **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.
18. **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 for Sunrise Family Health and Wellness' address in Lake Havasu City, Arizona.
19. Service. All written notices are deemed served if sent to the address of the party written above or appearing in Exhibit A by first class U.S. mail.

The parties have signed duplicate counterparts of this Agreement on the date first written above.
Sunrise Family Health & Wellness

Tiarra Sitzer, APRN, MSN, FNP-BC
President/Owner

Appendix 1

Services and Payment Terms

1. Patient Services. As used in this Agreement, the term Patient Services shall mean those patient services that the Provider, himself is permitted to perform under the laws of the State of Arizona and that are consistent with his training and experience as a family nurse practitioner, as the case may be. Patient shall also be entitled to a semi-annual in-depth "wellness examination and evaluation," which shall be performed by the provider, and include the following:

   Health Risk Assessment
   Vision Screening
   EKG – will be ordered if indicated
   Comprehensive Lab Screening- ordered and performed by third party company
   BMI Check
   Psychosocial Screening
   Custom Wellness Plan to Include Exercise and Dietary Plan
   *Some restrictions may apply

   The Provider may from time to time, due to vacations, sick days, and other similar situations, not be available to provide the services referred to above in this paragraph 1. During such times, Patient's calls to the Provider, or to the Provider's office, will be directed to a provider who is "covering" for the Provider during his absence. Sunrise Family Health and Wellness will make every effort to arrange for coverage but does not guarantee such coverage.

2. Non-Medical, Personalized Services. Sunrise Family Health and Wellness shall also provide Patient with the following non- medical services ("Non-Medical Services"):

(a) 24/7 Access. Patient shall have access to the Provider via instant messaging and email for immediate needs. During the Provider's absence for vacations, continuing medical education, illness, emergencies, or days off, Sunrise Family Health and Wellness will provide the services of an appropriate licensed healthcare provider for assistance in obtaining patient services. Patient shall be given instructions as to how to contact such healthcare provider. Such provider shall be available to Patient to the same extent as would the Provider.

(b) E-Mail Access. Patient shall be given the Provider's e-mail address to which non-urgent communications can be addressed. Such communications shall be dealt with by the Provider or staff member of the Practice in a timely manner. Patient understands and agrees that email and the internet should never be used to access patient 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 Provider 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 or Minimal Wait Appointments. Every effort shall be made to assure that the Patient is seen by the Provider immediately upon arriving for a scheduled office visit or after only a minimal wait. If the Provider foresees a minimal wait time, Patient shall be contacted and advised of the projected wait time.

(d) Same Day/Next Day Appointments. When Patient calls or e-mails the Provider prior to noon on a normal office day (Monday through Thursday – with some Friday availability) to schedule an appointment, every reasonable effort shall be made to schedule an appointment with the Provider on the same day. If the patient calls or e- mails the Provider after noon on a normal office day (Monday through Thursday) to schedule an appointment, every reasonable effort shall be made to schedule Patient's appointment with the Provider on the following normal office day. In any event, Sunrise Family Health and Wellness shall make every reasonable effort to schedule an appointment for the Patient on the same day that the request is made.

(e) Home or Office Visits. Patient may request that the Provider see Patient in Patient's home or office, and in situations where the Provider considers such a visit reasonably necessary and appropriate, he will make every reasonable effort to comply with Patient's request. Home visits are at an additional cost of $60 a visit per person, if more than one person needs to be seen a max family out of pocket cost of $200 (family of 4) - (normal cost $100 a visit/per person).

(f) Visitors. Family members* temporarily visiting a Patient from out of town may, for a two- week period, take advantage of the services described in subparagraphs (a), (c), and (d) of this paragraph. Patient services rendered to Patient's visitors shall be charged on a fee-for-service basis.

*Family members who are Medicare, Medicaid, or other Federal Health Plan beneficiaries are currently NOT ELEGIBLE for treatment by a Sunrise Family Health and Wellness Provider under our primary care membership plan.

(g) Specialists. Sunrise Family Health and Wellness Provider's shall coordinate with patient care 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 Specialist's fees or fees due to any healthcare professional other than the Sunrise Family Health and Wellness Provider.

Sunrise Family Health & Wellness
Primary Care Monthly Membership Plan Agreement

I _____ understand the agreement set forth above has been read in it's entirety and all questions have been answered. By signing this agreement, I know that $_____ will be automatically debited monthly on the 5th of each month. No proration's will be given at time of cancellations.

Choose one of the following by circling:

Credit Card/Debit Card

Card Number_____ Exp_____ CV_____
Name on Card_____
Billing address_____

Checking Account/Savings Account

Account number_____ Routing #_____
Name on Account_____

I understand that if I cancel prior to 6 months- 30 day written notice needs to be given and a cancellation fee of $150 will be charged to account provided.

Signature_____ Print name_____
Date_____

Family of 4 Plan or Single Parent Plan

Name_____ DOB_____

Name_____ DOB_____

Name_____ DOB_____

Name_____ DOB_____

Primary Member of Family/ Single person

Name_____ DOB_____

SS#_____

Initials_____
Name_____ DOB _____