



## **Personalized HealthCare of Tucson, PLC Membership Agreement 2019-2020**

Personalized HealthCare of Tucson, PLC, is an Arizona professional limited liability company (hereafter “PHC”). PHC is a medical services provider owned and administered by Steven A. Wool, MD, FACP and includes the following medical providers, hereafter collectively referred to as the “Medical Team”: Aldine Chandler, MD, Karma Miller, FNP-C, MSN and Emily McGlamery, PharmD. This PHC Membership Agreement (hereafter “Agreement”) is entered into by and between PHC and the Client as evidenced by the signatures of the Client(s) on the signature page of this agreement.

**By executing this Agreement, Client thereby engages PHC to provide special services and amenities included under the membership fee that are not covered or subject to reimbursement from Medicare or the Client’s health plan as outlined below (“Covered Services Under PHC Membership).** PHC hereby agrees to undertake to provide the “Covered Services” in favor of Client in accordance with the terms and conditions of this Agreement. The terms and conditions of the PHC Agreement are specified below to ensure that the “Client” and “PHC” understand and agree upon the terms of the Agreement.

This Agreement contains five primary provisions; Covered Services, Services Covered by Medicare/Other Insurance, Fees, Termination, and Additional Terms.

### **SERVICES COVERED BY PHC MEMBERSHIP:**

1. Enhanced access to Medical Providers:
  1. Same day or guaranteed next-day appointments are available for patients experiencing urgent health issues. Patients may be seen by an available medical provider depending on scheduling conflicts
  2. A Medical Provider from PHC is available by telephone after business hours and on weekends to assist patients experiencing urgent medical issues

3. Medical Providers spend as long with each patient as needed to have their medical and wellness issues addressed to their satisfaction
2. Expedited referrals to qualified specialists as needed for medical conditions
3. On-site Clinical Laboratory Services for patient convenience
4. On-site Pharmacist for medical management of prescriptions, oversight of drug therapy and potential side effects and chronic disease state management
5. Annual Health Enhancement Evaluation including:
  1. Comprehensive body composition analysis
  2. Nutrition assessment
  3. Flexibility, mobility and strength testing
  4. Aerobic endurance appraisal
  5. Individual lifestyle enhancement recommendation
  6. Referrals to PHC Value-Added Community Partners as appropriate
  7. Follow up monitoring if indicated
6. Cognitive Function counseling by an on-site specialist
7. Patient Educational Seminars from experts on important medical issues
8. Coordination of integrative services, including adjunctive and alternative treatment modalities
9. Nursing home and assisted living visits by a Nurse Practitioner if needed for medical reasons within a limited geographical area
10. Travel assistance from on-site Pharmacist for travel planning, including arranging travel clinic appointments for recommended vaccinations and prescribing prophylactic medications prior to travel
11. Adult children from ages 18 until attaining age 26 may be included under a Family Membership Agreement if listed below in this section. Adult children may be seen by a Nurse Practitioner or other Medical Provider depending on scheduling.
12. Assistance with urgent medical issues involving family members and other visitors from out-of-town

## **SERVICES COVERED BY MEDICARE, OTHER INSURANCE OR SELF PAY:**

1. Provision of Medical services by PHC Medical Providers to Clients with Medicare or other Health Insurance Plans. These services are subject to reimbursement from Medicare or the Client's health insurance plan, and are subject to Medicare and Insurer's restrictions and rules.
2. Provision of Medical services by PHC Medical Providers to Clients without Medicare or a Health Insurance Plan who have assumed personal responsibility for their medical costs.
3. The Client, Medicare or the Client's Health Insurance Plan is responsible for paying all medical services provided by PHC.
4. Medicare and private health care plans that are contracted with PHC will be billed for services that are covered by Medicare or private health insurance plans.
5. The client is responsible for any non-covered medical services, deductibles, and co-pays/co-insurance as required by their health insurance coverage.

## **FEES:**

1. Client acknowledges that the Fee is payment solely for the Services Covered by PHC Membership as described in this Agreement. In consideration of the Covered Services provided by PHC, as set forth above, the Client shall pay an annual membership fee to PHC.
2. The Parties hereto agree that the Fee represents the Fair Market Value of the Covered Services to be rendered hereunder.
3. This Agreement shall remain in full force and effect for a period of one year from the Effective Date, as specified below.
4. The Annual Membership Fee is due upon the execution of this Agreement and upon each annual renewal of this Membership Agreement by Client and PHC.
5. PHC reserves the right to adjust the Annual Membership Fee after the initial one (1) year term of this Agreement, on each subsequent anniversary date of renewal.
6. Upon the expiration of the initial term of this Agreement, Client's in good standing with PHC may extend the term hereof for an additional one (1) year renewal term by paying the Annual Membership Fee as then established by PHC and executing a new Membership Agreement within the specified renewal period.

7. The Annual Membership Fee is \$1750 for an individual and \$3,000 for a family membership. The fee may be paid annually in one lump sum payment, or monthly (12 equal payments). Monthly plans require setting up automatic debit payments or credit card ACH.

## **TERMINATION:**

1. Failure to pay the renewal Annual Membership Fee prior to the anniversary of the Effective Date shall result in termination of your Membership Agreement. For example, if the Effective Date is September 1, then you must renew on or before August 31 of the same calendar year. A grace period of one month may be requested if needed.
2. The Client may terminate this Agreement at any time prior to the expiration of the then current term hereof by delivering written notice of termination to PHC. PHC may terminate this Agreement at any time by delivering written notice of termination to the Client. Upon termination by either party before the end of the initial one year term or any renewal term, PHC may refund to Client a pro-rata portion of the Annual Membership Fee based upon a 365 day year and the number of days remaining in the then current term of this Agreement under certain circumstances.
3. Upon the expiration of the term of this Membership Agreement, if it is not renewed or upon any termination of the Membership Agreement before the end of the initial one-year term or any renewal term, PHC will return to Client all copies of medical records concerning Client then in PHC's possession.

## **ADDITIONAL TERMS:**

1. Mediation/Arbitration - If a dispute between PHC and Client arises regarding this Membership Agreement, including but not limited to breach, interpretation, enforcement or default, the parties agree to first submit the dispute to non-binding mediation in Pima County, Arizona. The parties will mutually select the mediator and will equally bear the cost for such mediation. Each party will be solely responsible for its respective legal fees and expenses associated with such mediation. If the dispute cannot be resolved by mediation, or if the parties fail to mutually select a mediator within ten (10) days of notice of a dispute, the dispute shall be resolved by binding arbitration in Pima County, Arizona heard by an arbitrator agreed upon by the parties. If the parties are unable to agree on an arbitrator within ten (10) days, the parties shall submit to the presiding Civil Judge of the Superior Court in and for Pima County, Arizona to appoint an arbitrator. The arbitration shall be held in Pima County, Arizona and the decision of the arbitrator may be entered as a judgment in any court of competent jurisdiction. The cost of the arbitrator shall be paid one-half by each party. The Arbitrator shall have the right to award attorneys' fees and costs of arbitration against the non-prevailing party. An arbitration arising under this Agreement shall be controlled by the rules agreed to by the parties, and in the event the parties cannot so agree,

then upon the rules as determined by the arbitrator. The parties hereby waive any and all rights to appeal the decision of the arbitrator and further agree that the arbitrator's decision shall be final and binding.

2. Assignment - Neither this Agreement nor the rights or obligations of either Client or PHC hereunder may be transferred or assigned in any manner without the written consent of the other party.
3. This Agreement represents the entire understanding of the parties hereto with respect to the subject matter hereof. No modification or amendment hereto shall be binding upon the parties unless set forth in a writing signed by both parties.
4. Enforcement - This Agreement has been made and is deemed performed in the State of Arizona, and it shall be interpreted and construed in accordance with the laws of the State of Arizona. Venue for any action arising out of this Agreement shall be proper only in Pima County, Arizona.
5. Notice - Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered in person or by certified mail, postage pre-paid, return receipt requested, and such notices shall be addressed as follows;

If to PHC: Steven A. Wool, MD, FACP  
5210 East Farness Drive  
Tucson, Arizona 85712

Aldine S. Chandler, MD  
5210 East Farness Drive  
Tucson, Arizona 85712

If to Client: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery.

6. Attorney's Fees/Legal Costs - In the event that either party shall bring an action hereunder, the prevailing party shall be entitled to reasonable costs and attorney's fees incurred in connection therewith.
7. Severability - If any portion of this Agreement is found by a court or administrative agency of competent jurisdiction to be invalid or unenforceable, that portion of this Agreement shall be deemed to be omitted here from and the Agreement shall be deemed modified to the minimum

extent required to render the balance of the Agreement valid and enforceable in accordance with its terms.

8. Compliance with Federal Anti-Kickback and Physician Self-Referral Statutes - Notwithstanding any unanticipated effect of any of the provisions herein, no party intends to violate the federal Anti-Kickback Statute and/or the federal Physician Self-Referral Statute ('Stark II'); as such provisions are amended from time to time. In the event any court or administrative agency of competent jurisdiction determines this Agreement violates any of such statutes or that the compensation hereunder exceeds reasonable compensation for purposes of any services rendered, then the parties hereto agree to take such actions as necessary to amend this Agreement to comply with the applicable statutes or regulations, as provided herein, or terminate the Agreement as counsel for the parties shall determine is necessary.
9. Amendment - PHC shall have the right to amend this Agreement for the limited purpose of causing this Agreement to comply with any laws, rules, regulations, orders, ordinances or other similar regulatory requirements to which PHC may be subject, provided that such amendment shall not increase Client's liability to PHC hereunder or reduce PHC's obligations to Client hereunder, including but not limited to the obligation to provide the Covered Services. Client agrees to execute any such amendment to this Agreement and that such amendment shall be binding upon the parties hereto.



**Personalized HealthCare of Tucson, PLC Membership Agreement 2019-2020**

**SIGNATURE PAGE 2019-2020 Membership Agreement**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Client # 1 Name Printed

\_\_\_\_\_  
Client # 1 Signature

\_\_\_\_\_  
Client # 2 Name Printed (If Family Plan)

\_\_\_\_\_  
Client # 1 Signature (If Family Plan)

Eligible Children of Clients on Family Plan  
(age 18 until attaining age 26)

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\_\_\_\_\_  
\_\_\_\_\_

Steven A Wool, MD \_\_\_\_\_

Aldine Chandler, MD \_\_\_\_\_