

PremierMED PRIME Concierge Membership Agreement

This Membership Agreement (the “Agreement”) specifies the terms and conditions under which you, the undersigned member (“Member”), or if the signature page of this Agreement indicates that the Member means a couple or a family (parents and children), then any reference in this Agreement to “You” or “Member” refers to each such member of your family, may participate in the PremierMED PRIME, LLC program, (the “Program”).

I. Program Benefits and Services.

PremierMED PRIME agrees to provide the following Amenities/Benefits (Insurance Non-Covered Services) in exchange for the Membership Fee:

- **Direct communication to us or our assistant during business hours.**
 - When you call our office during office hours, we strive to answer all phone calls, but for any voicemails, calls will be returned promptly. If you deem your problem “urgent” we will make every effort to speak to you at the time of your call.
- **Personal cell phone number will be provided to you.**
 - This allows easy and direct communications for urgent medical problems that occur outside of our regular office hours. We will use our reasonable best efforts to be available to hear from you when you are ill or injured, to coordinate your care. We will endeavor to return calls received between 8:00 am and 9:00 pm within an hour, and calls between 9:00 pm and 8:00 am by 9:00 am the following day. For emergencies, however, always call 911 first.
- **Convenient email and text communication for non-urgent health issues or questions.**
 - You will receive a prompt response from us personally (usually within 24 hours). You may send us a text message if a brief communication is appropriate. Because email and text communication is not always secure, however, please use discretion when choosing topics to discuss with us via these platforms. Your patient portal is the best way to communicate securely and confidentially.
- **Little or no office waiting room time, and longer appointments.**
 - Office visits will start promptly. Appointments will generally be scheduled for approximately 30 minutes, but appointments for, e.g., a comprehensive annual health assessment will be scheduled longer. Our aim is to afford you the time to thoroughly address all of your questions and concerns, regardless of the reason for your visit.
- **Preventive Medicine:**
 - Strong focus on preventive medicine and long-term health and wellness. As part of our commitment to your long-term health and wellness, our philosophy is to educate you about the importance of fitness, weight management, and healthy living, and, in addition to the clinical services we already offer through our practice, we will assist you to identify and evaluate wellness providers and offerings. This will support your efforts to take an active role in managing and maintaining your good health.
- **Personalized hospital facility care:**
 - Should you need to be hospitalized, we do not have hospital privileges, but will make ourselves available when we can to communicate with you and to serve as an advocate on your behalf. If you wish, unless hospital policy or protocol doesn’t allow, we will do what we reasonably can to remain involved in your care, including communicating with the hospitalist or other attending physician who is providing services to you.
- **Long distance care.**
 - Whether you are on a brief vacation or living some of the year in a second residence, I am available for consultation. However, if in our judgment you need to be seen by a local physician, you will be encouraged by us to seek medical attention. We will communicate with you directly, as well as with your treating physician as needed, to support the coordination of your care on health issues that may arise.

- **Travel medicine consultation.**
 - We will offer guidance on CDC recommended inoculations and/or precautions to be taken while traveling.

II. Non-discrimination

We will provide the same level of timely diagnostic and therapeutic services in line with the standard of care in the community. The Program Benefits and Services included above are non-covered healthcare services that are not covered by insurance.

III. Membership Fee

By executing and entering into this Agreement you agree to pay a membership fee “Membership Fee” to PremierMED PRIME, as set forth in Appendix A.

IV. Term, Renewal, and Termination.

The term of this Agreement is one (1) year commencing on the Effective Date. This Agreement will automatically renew each year on the anniversary of the Effective Date, unless otherwise terminated pursuant to the terms hereunder. The Membership Fee for each successive renewal term shall be 3% greater than the preceding term.

Either party may terminate this Agreement at any time by providing thirty days written notice to the other. The Agreement will terminate 30 days after the date written notice is delivered to PremierMED. In the event of a termination, the Membership Fee shall be pro-rated as of the termination date. The Member will pay the Membership Fee up to the termination date and if any portion of the Membership Fee has been paid in advance, any unused portion of the Membership Fee, if any, will be refunded to the Member within 30 days following the termination date.

V. Scope of Work Covered by Membership Fee.

The Membership Fee covers the cost of Program Benefits and Services. The Membership Fee does not cover the cost of other healthcare services, such as, but not limited to, the cost of office visits, co-pays, treatments, medication, supplies, procedures, and other medical services (“Other Services”). Neither the Physicians nor their staff will seek reimbursement from any insurer or other third-party payer for the Program Benefits and Services. If You are entitled to benefits under or enrolled in Part B of Medicare, You agree not to submit a claim (or request that PremierMED PRIME submit a claim) under the Medicare Program, Medigap plan, or to any intermediary or carrier of the Medicare Program for any portion of the Membership Fee. You further acknowledge the limits Medicare places on physician charges do not apply to the Membership Fee and will sign an advanced beneficiary notice “ABN”. You and/or your insurer, as the case may be, will be financially responsible for paying for all Other Services received by You from PremierMED. If Other Services are not covered by your health insurance, you may incur additional expenses.

VI. Co-Payments and Deductibles.

The membership fee does not impact any co-payments, co-insurance or deductibles that you are required to pay for a routine visit pursuant to the terms of your health or other insurance coverage, if applicable. You will continue to be financially responsible for any co-payments, co-insurance or deductible amounts required by your insurer.

VII. **E-mail/Text Communications; Privacy.**

PremierMED PRIME does not warrant or represent that emails and/or text messages sent to PremierMED PRIME are secure. Although PremierMED PRIME will take steps to keep your communications with PremierMED PRIME and its physicians, staff, employees, agents and representatives, confidential, the confidentiality of e-mail and text messages cannot be assured or guaranteed. By entering this Agreement, you acknowledge that e-mail is not a good medium for urgent or time-sensitive communications. In the event a communication is time-sensitive, you must communicate with PremierMED PRIME's physicians by telephone or in person, and, as always in the event of a medical emergency always dial 911 before contacting PremierMED PRIME. You agree that, at the discretion of PremierMED PRIME and/or as required by law, your e-mail or text communications may become part of your medical record.

VIII. **Limitation of Liability.**

In the event You are dissatisfied with any of the Program Benefits and Services, Your right to terminate this Agreement will be Your only remedy at law or in equity (subject to any rights that are non-waivable by law).

IX. **Entire Agreement.**

Each of the undersigned agrees to the terms of this Agreement, all of which are expressed herein. There are no promises or representations except as set forth herein. This Agreement constitutes the entire agreement between the parties related to the subject matter hereof and supersedes all prior agreements, understandings, and correspondence or communications relating to the subject matter hereof.

X. **Notices.**

Any communication required or permitted to be sent under this Agreement shall be in writing and sent to the party to be so notified via certified mail, return receipt requested, to the addresses set forth herein; PremierMED PRIME, 2940 Maguire Rd. Ste 100, Ocoee, FL 34761. Any change in address shall be communicated in accordance with this section.

XI. **Governing Law.**

The laws of the State of Florida shall govern the validity, interpretation and performance of this Agreement without giving effect to the principles of comity or conflicts of laws thereof. Each party hereto agrees to submit to the personal jurisdiction and venue of the state and federal courts having jurisdiction over Orange County, Florida for the resolution of all disputes arising in connection with the interpretation, construction and enforcement of this Agreement, and hereby waives the claim or defense therein that such courts constitute an inconvenient or invalid forum.

XII. **Amendments and Waivers.**

This Agreement may only be revoked, altered, amended, or modified by the written agreement of both parties hereto. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by both parties. One or more waivers of any covenant or condition of this Agreement by any of the parties hereto shall not be construed as a waiver of any subsequent breach or of other covenants or conditions.

XIII. **Section Headings.**

Any section, section title or caption contained in this agreement is for convenience only, and in no way defines, limits or describes the scope or intent of this Agreement or any of the provisions hereof.

XIV. **Invalid Provisions.**

The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision hereof. This Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

XV. **Counterparts.**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute a single Agreement.

XVI. **Signatories.**

This Agreement shall be signed by one of the Managing Member's on behalf of PremierMED and by the Member(s) in an individual capacity. You acknowledge that You are currently not facing an emergency, urgent or terminal health care situation, and You have voluntarily elected to enter into the agreement. This Agreement is effective as of the date written below.

Member: _____
(Signature)

Member: _____
(Signature)

(Print)

(Print)

Effective Date of Agreement: _____

List Names of Additional Children (up to age 21) Members (if applicable):

Members: _____

PREMIER FAMILY AND SPORTS MEDICINE, LLC

By: _____

(Print)

As its: Managing Member

MEMBER INFORMATION

Please Provide a Copy of a Photo ID

Each of the undersigned Members acknowledges that he or she freely and voluntarily executed this Membership Agreement

Patient Name: _____

Address: _____ Apt #: _____

City: _____ State: _____ Zip: _____

Age: _____ DOB: ____/____/____ SSN: _____-____-_____

Home Phone: (____)____-____ Cell Phone: (____)____-_____

Email Address: _____

Patient Occupation: _____

Business Address: _____ Business Phone: _____

Spouse Name: _____

Age: _____ DOB: ____/____/____ SSN: _____-____-_____

Spouse's Occupation: _____

Number of Children: _____ Whom may we thank for referring you? _____

In case of emergency who should be notified? _____

Phone: (____)____-_____

FOR INTERNAL USE

DATE ACCEPTED BY PREMIERMED PRIME: _____

Physician Signature: _____ Effective Date: _____

INSURANCE INFORMATION

Insurance Policy Information (as printed on your I.D. card)

Please Provide a Copy of your Insurance Card Front and Back

Person Responsible for Account: _____

Relationship to Member: _____ Date of Birth: ____/____/____

Social Security #: _____-____-_____

Address (if different from member's) _____

City: _____ State: _____ Zip: _____

Phone: (____)____-_____

Person Responsible Employed by: _____

Occupation: _____

Business Address: Business Phone : (____)____-_____

Insurance Company: _____

Contact #: _____ Group #: _____ Subscriber #: _____

APPENDIX A

PRIME Concierge Membership Fee.

Please check the appropriate box for your desired membership status:

You must provide a valid credit card or account information on file with PremierMED to select the monthly or quarterly membership status options.

Monthly (includes a 5% administrative fee)

Monthly memberships will process in advance, on the first day of every month to the payment method provided below.

\$306 Individual Membership \$525 Couple Membership \$55 Child, from age 6 up to 21

Quarterly

Quarterly memberships will process in advance, on the first day of each quarter to the payment method provided below.

\$875 Individual Membership \$1500 Couple Membership \$156 Child, from age 6 up to 21

Annually

Annual memberships will process in advance on the payment method upon execution of this Agreement.

\$3500 Individual Membership \$6000 Couple Membership \$625 Child, from age 6 up to 21

MEMBER BILLING -- INCLUDE YOUR PAYMENT ALONG WITH THE SIGNED MEMBERSHIP AGREEMENT.

Bank Account Auto Debit (ACH) / Check / Cash

Name on Account: _____

ABA Routing Number: _____

Account Number: _____

Account Type: Checking Savings Business Checking

Bank Name: _____

Check # (if applicable): _____

VISA MasterCard American Express Discover

Name on Card: _____

Billing Address: _____

City/State: _____ Zip Code: _____

Card Number: _____

Expiration Date: _____ Verification Code: _____

Signature: _____