



PREMIER DIRECT PRIMARY CARE PROGRAM MEMBERSHIP AGREEMENT

The following terms and conditions govern the Premier Direct Primary Care Program Membership Agreement (hereafter, the “Agreement”) between Premier Direct Primary Care PLLC (hereafter, “Premier Direct Primary Care,” “PDPC,” “Premier Direct,” “us,” “we” or “our”) and each person listed on Addendum A herein (hereafter, “you,” “your,” “Member,” or “Members”).

IMPORTANT DISCLOSURE

THE PREMIER DIRECT PRIMARY CARE PROGRAM (HEREAFTER, THE “PROGRAM”) PROVIDES ACCESS TO NON-EMERGENT AND SEMI-EMERGENT PRIMARY CARE SERVICES TO YOU AND CERTAIN OTHER BENEFITS AND AMENITIES IN EXCHANGE FOR A MONTHLY FEE, AS WELL AS A PER-VISIT CO-PAYMENT. THIS AGREEMENT DOES NOT PROVIDE COMPREHENSIVE HEALTH INSURANCE COVERAGE. IT PROVIDES ONLY THE HEALTH CARE SERVICES SPECIFICALLY DESCRIBED HEREIN. WHILE PREMIER DIRECT PRIMARY CARE OFFERS MANY OF THE BENEFITS OF AN INSURANCE PLAN, IT IS NEITHER AN INSURANCE PLAN NOR AN INSURANCE COMPANY. ADDITIONALLY, MEMBERSHIP IN THE PROGRAM DOES NOT EXEMPT MEMBERS FROM THE INDIVIDUAL INSURANCE PENALTY AS OUTLINED IN THE AFFORDABLE CARE ACT.

Section I - General Terms & Conditions

- For a monthly membership fee, you will have access to primary care services from licensed healthcare practitioners through Premier Internal Medicine and Pediatrics.
- Keith Perkins, Jr., M.D. (hereafter, “Dr. Perkins”) is the primary physician providing medical services to Premier Direct Primary Care’s Members.
- Services and goods included in the membership fee are at the full judgment and discretion of Premier Direct and these services and goods may change without notice.

Section II - Covered Services & Availability

- The scope of the services covered under the terms of the Agreement is limited to the availability of a licensed healthcare practitioner, experience, equipment, supplies, medical training, outside facilities and unforeseen circumstances.
- From time to time, Dr. Perkins may be unavailable to provide medical services to Members due to illness, vacations, or unforeseen circumstances. Should Dr. Perkins become unavailable, Premier Internal Medicine and Pediatrics will attempt to arrange alternative coverage with another healthcare provider (including other physicians, nurse practitioners and physician assistants) but this coverage cannot be guaranteed.
- Dr. Perkins at Premier Internal Medicine and Pediatrics has the ultimate right to determine what services Premier Direct Primary Care provides under their Agreement and Premier

Direct Primary Care can add or discontinue the services it provides at any time at the Physician's discretion.

Section III - Excluded Services

- Membership fees do not cover any procedures, medications, or labs obtained or performed through Premier Internal Medicine and Pediatrics PLLC (hereafter, "Premier Med-Peds"). Member will be made aware of the cost of any services prior to them being performed or obtained. Payment for these procedures is expected at the time they are performed.
- Premier Direct Primary Care has obtained a contract with an outside lab for affordable pricing on labs not able to be performed through Premier Internal Medicine. Members are responsible for all associated costs and will be billed through Premier Direct Primary Care. Pricing will be available prior to labs being drawn and payment is due at the time of service.
- Members will be unable to obtain chronic opioid pain medications, including but not limited to hydrocodone, oxycodone, morphine, or benzodiazepines, including but not limited to Xanax, clonazepam, Ativan, as members.

Section IV – Outside Services

- You are entirely responsible for any charges you may incur related to health care services received outside of Premier Med-Peds. This includes, but is not limited to other physicians, emergency room visits, subspecialist visits, hospitalizations, imaging studies, medications, and labs obtained from other laboratories outside of the offices of Premier Internal Medicine.
- Premier Direct Primary Care will not reimburse you for any charges you may incur for any outside care received or paid.

Section V - Registration Fee

- Adults. A non-refundable \$100 per Member registration fee is due upon signing the Agreement. This is a one-time fee so long as your membership has not been terminated.
- Children. Children are exempt from the registration fee. A child is anyone under the age of 18. However, a child may only be a Member under the terms of the Agreement if at least one (1) parent/guardian is also a Member. The parent/guardian's registration fee will be collected at the time the child signs up as a member. If a second parent/guardian joins the Program, he/she will be subject to the \$100 registration fee. Family members may add non-custodial children to their membership as long as the custodial parent/guardian agrees.

Section VI - Monthly Membership Fees

- In exchange for the medical services, Premier Direct Primary Care requires payment of an ongoing, recurring monthly membership fee and the Member must continue to pay a monthly membership fees to receive services. The monthly membership fee for Adult members is \$65 and for Child members is \$15. Monthly Membership fees for married couples are \$125.

- Premier Direct may change the amount of the monthly membership fee at any time in the future, but will notify you in writing, by email or other electronic means of any changes at least 60 days prior to the change taking effect. If Member does not agree with the new fee schedule, he/she is free to terminate the Agreement in accordance with Section X.

Section VII - Co-Payments

- In exchange for the medical services provided through Premier Med-Peds, Premier Direct Primary Care requires payment of a co-payment per office visit, which is due at the time when services are provided. The co-payment for Adult members is \$15 and for Child members is \$8. Virtual visits when available will be subjected to co-pays of \$10 for adults and \$5 for children.

Section IIX - Payment Penalties

- Payments not made within 14 days are subject to a late fee of 10% of the outstanding balance.
- Failure to make any payment within 30 days of the due date will cause membership to be suspended, with services not being given by Premier Direct Primary Care until all outstanding payments are received.

Section IX -Health Insurance Plans

- Premier Direct Primary Care does not participate in, or accept payment from, any health insurance plan, and will not submit claims to them.
- Individuals with Medicare, Medicare Advantage plans, Medicaid, or Tricare are barred from becoming members.
- Patients with insurance are free to use their insurance to pay for labs performed through our outside lab but not in-house labs performed through Premier Internal Medicine.
- Premier Direct Primary Care cannot guarantee reimbursement for any Premier Direct services and resultant charges from any third-party health plans, including insurance plans and savings accounts (health savings or flexible spending).
- Member is responsible for properly submitting appropriate insurance information and to pay for any associated costs if he/she elect to receive services (including but not limited to diagnostic tests, labs, other physicians, medications) outside of Premier Med-Peds and Premier Direct Primary Care using a health insurance plan, including services that are ordered by a physician through the Program.
- If a Member has an insurance provider who requires a yearly physical as a condition to be insured through them, a Member may use their insurance to satisfy that condition directly through Premier Internal Medicine provided it is in network with your insurance provider. You may also elect to go to any other primary care provider of your choice. Patient understands that claims will be billed through their insurance provider to satisfy their requirement if seen by our contracted provider at Premier Internal.

Section X - Membership Term, Lack of Payment & Termination

- Becoming a Member of the Program is voluntary and either you or Premier Direct Primary Care may terminate membership at any time.
- Membership under this Agreement will be terminated if monthly membership fees are 60 days past-due.

- If Member or a family member obtains a government run insurance such as Medicare, Medicaid, or Military insurance, his/her membership in the Program must be immediately terminated. Our contracted provider at Premier Internal can continue as their primary care provider contingent on their credentialed and contracted status with your new insurance provider.
- Premier Primary Direct Care may terminate Member's membership at the sole discretion of Dr. Perkins by providing Member with written notice of termination.
- Member may terminate his/her membership by providing advance written notice of at least 30 calendar days. Membership fees shall not be pro-rated. Until written notice is provided, membership fees will continue to be billed or auto-paid until Premier Direct Primary Care receives such notice.
- If Member or Premier Direct Primary Care terminates membership, Member is still responsible for any past-due balances owed, including membership fees and/or service fees. Outstanding fees, including monthly membership fees, will not be prorated.
- Termination or dismissal of Member from Premier Internal Medicine and Pediatrics will result in termination of your membership in the Program. However, termination from Premier Direct Primary Care will not automatically result in termination from Premier Internal Medicine and Pediatrics.
- Member patients who are ending their membership can continue to see Dr. Perkins at Premier Internal Medicine and Pediatrics. Premier Internal Medicine is required to transfer records to a new primary care provider if you chose to leave their practice.
- Patient understands and acknowledges that if the membership is terminated, patient shall be ineligible for membership for a period of twelve (12) months. At the time of reinstatement, a \$100 adult registration fee will be charged.

Section XI - Entire Agreement, Amendment, Governing Law and Assignment

- This Agreement represents the entire agreement of the parties and supersedes all oral and written agreements, if any, between the parties.
- No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all the parties.
- You may not assign your rights and obligations under this Agreement. Premier Direct Primary Care, without your notice or consent, may assign this Agreement to any entity that is controlled, directly or indirectly by, under common control with or affiliated with Premier Direct Primary Care. This Agreement shall bind and inure to the benefit of the parties hereto and each of their successors and permitted assigns.
- This Agreement shall be governed by the laws of the State of Tennessee and shall be construed, interpreted and enforced in accordance therewith, without reference to its conflict of law rules.

I have read and consent to the PREMIER DIRECT PRIMARY CARE PROGRAM MEMBERSHIP AGREEMENT, which is the official written contract between myself (including the dependents listed below) and Premier Direct Primary Care PLLC

_____/_____/_____
Signature of Member/Patient Date

ADDENDUM A

The following dependents of Member _____ shall be subject to the terms and condition of the Premier Direct Primary Care Program Membership Agreement, executed and made effective on _____.

Dependent #1 Date of Birth

Dependent #2 Date of Birth

Dependent #3 Date of Birth

Dependent #4 Date of Birth