

Patient Service Agreement

This Patient Service Agreement (this “Agreement”) is entered into between Premier Care Medical Services, PLLC (PCMS) and the undersigned patient (“Patient”) for membership with PCMS and access to the services defined herein (“Services”). PCMS and Patient shall hereinafter be referred to as individually the “Party” and collectively as the “Parties.”

1. General Information.

- a. PCMS is a professional medical services entity that provides face-to-face and telehealth services that enables its Members to access and consult with a licensed professional anytime, anywhere via PCMS’s proprietary system, methods and protocols. As a Member, Patient and his or her covered family members will have unlimited access to certain member services, including, but not limited to, an EHR Patient Portal (“Member Services”).
- b. Patient and his or her covered family members will have access to professional medical services from licensed providers (“Professionals”) via in office appointments, telemedicine, and other applications (“Professional Services”).
- c. Patient understands that membership refers to all services (including, but not limited to, healthcare and administrative tasks) that Patient may receive from PCMS.
- d. Patient understands this Agreement and all its terms shall apply to PCMS, all employees, healthcare providers (including other physicians, nurse practitioners, and physician assistants) and representatives of PCMS.
- e. Patient acknowledges and understands that the scope and delivery of the PCMS Services set forth in this Section may be amended or modified at any time at the sole discretion of PCMS.
- f. Patient understand these terms & agreements shall replace and make void any previous Member Terms & Agreement with PCMS.
- g. Patient understand that they are entitled to a copy of this document should Patient request one.

2. Availability.

- a. Patient understands that PCMS has the ultimate right to decide what services PCMS provides and that PCMS may add or discontinue the services it provides at any time at the discretion of PCMS.
- b. Patient understands that PCMS will attempt to schedule patients to be seen within 48 hours, excluding weekends, from the time an appointment is requested. Patient acknowledges that this availability cannot be guaranteed at all times. Patient understands that while it is a goal of PCMS to schedule patients the same day or following day, there are situations in which that will not be possible.
- c. When using electronic methods (email, website, etc.) the Patient should reasonably expect to hear a response within 72 hours during listed business hours. If the Patient has not received a response, the Patient should contact PCMS by phone or another means of communication.
- d. Patient recognizes that PCMS may be unavailable by phone or in-person at times due to vacations, illness, military service, technical malfunctions or other unforeseen situations.

- e. Patient understand that should a PCMS provider become unavailable, PCMS will attempt to arrange alternative coverage with another health care provider but that this coverage cannot be guaranteed at all times.

3. **Scope of Practice and Limitations.**

- a. Patient understands that PCMS provides a limited set of health care services and PCMS's ability to provide care may be limited by training, experience, equipment, supplies, outside facilities (i.e. hospitals) and other unforeseen situations.
- b. Patient acknowledges and understands that PCMS and its Professionals are engaged for limited purposes and are not a specialized practitioner.
- c. Patient acknowledges that PCMS provides services for the following duration:
 - Annual Membership, primary care provider: 12-month contract
 - Semi-Annual Membership, primary care provider: 6-month contract (seasonal residents)
- d. Patient acknowledges that Patient may require health care and related goods outside of PCMS and that PCMS may recommend outside care or services for some health issues.
- e. Patient acknowledges and understands that he or she will not receive any services from PCMS or its Professionals unless defined as a Member Service or Professional Service under this Agreement or PCMS policy.
- f. Patient understands that PCMS has the ultimate right to decide what services PCMS provides and that PCMS Professionals may add or discontinue the services it provides at any time at the discretion of the PCMS Professionals.
- g. PCMS and its Professionals may prescribe medicines or other treatments, procedures, services or products to Patient in connection with Patient's treatment; however, to the extent that such prescriptions or other treatments, procedures, services or products are discussed by the Professionals, neither PCMS (to the extent applicable), nor the Professionals shall be deemed to be making claims, express or implied, as to the efficacy for any medical condition. Patient shall contact a primary care physician or specialist regarding any issues that may be identified or arise during receipt of Member Services and Professional Services pursuant to this Agreement.
- h. Patient acknowledges that email and other forms of online communication are not an appropriate means to discuss any potentially urgent or emergency medical needs or other time-sensitive issues. Patient should call 911 or visit the nearest emergency room should Patient reasonably suspect a medical emergency.

4. **Fees, Billing, and Payment.**

- a. Patient understands that being a member of PCMS requires payment of an ongoing, recurring membership fee and that the Patient must continue to pay membership fees to receive services and health care from PCMS.
- b. Patient understands and agrees that the initial Membership Fee shall be paid prior to enrollment by completing the payment forms available online (www.premiercaremedicalservices.com). The Membership Fee will be a monthly recurring, automatically renewing fee scheduled to occur based on the date that Patient first enrolls as a Member.

c. Membership Fee.

- i. Each Patient shall be responsible for and agrees to pay a \$ 50.00 (USD) fee per calendar month (“Membership Fee”). The Membership Fee shall cover all costs and expenses owed by Patient for access to and receipt of Member Services as defined herein.
 - ii. If Patient elects to enroll his or her immediate family members, Patient shall be responsible for and agrees to pay a Membership Fee of \$50.00 (USD) each additional person per calendar month to cover Patient and all immediate family members (maximum of five) (dependents under the age of 22 years).
 - iii. Each covered family member shall be considered separately for any additional fees set forth herein for services received pursuant to this Agreement.
 - iv. If the Membership Fee is not paid by the fifteenth (15th) day of each month, except if due to an error or failure by PCMS or its representatives, Patient may be subject to a late charge of \$5.00 (USD) per member and interest thereafter at the rate of one and one-half percent (1.5%) per month on the outstanding balance, or the highest amount permitted by law, whichever is lower.
- d. Patient understands that the Patient will be provided a limited set of services at no additional charge, including basic communications with PCMS providers, unlimited nurse and doctor visits at the clinic during listed business hours, some lab and diagnostic testing, coordination of care and referrals to other providers, and medical equipment lease.
- e. Patient understands that some PCMS services will be at an additional cost (including but not limited to urine analysis, pregnancy tests, injections or medications and procedures such as laceration repairs). (Menu/Price List available online at www.premiercaremedicalservices.com).
- f. Patient understands that the services and goods included in the membership fee are at the full judgment and discretion of PCMS and that these services and goods may change without notice.
- g. Patient understands that membership fees are payment for the services provided to Patient during the term of this Agreement, whether all services are utilized or not.
- h. Patient acknowledges that if the Patient’s membership fees are 60 days past due from the date of billing, the Patient’s membership and services will be cancelled.
- i. Patient understands that PCMS may terminate this Agreement and membership at its sole discretion by providing Patient with written notice of the cancellation.
- j. Patient understands that membership fees will continue to be billed or auto-paid until Patient provides written notice of cancellation to PCMS.
- k. Patient understands that if membership is cancelled by PCMS or Patient, Patient will still be responsible for any past-due balances owed, including membership fees or service fees.
- l. Professional Fee.**
- i. Patient shall be responsible for and agrees to pay the costs of Professional Services received during this Agreement by Patient and/or each covered family member based on timed increments and billed on an annual basis from the date that Patient first enrolls as a Member (“Professional Fee”).
 - ii. The Professional Fee shall be calculated based on the amount of time required of the Professional plus a proportionate amount of PCMS’s total overhead costs to provide the Professional Service.

- iii. The then current Professional Fees shall be available for reference online (www.premiercaremedicalservices.com) or by emailing (premiercaremspllc@google.com).
- m. **Discounts.** PCMS may, but is not required to, offer discounted fees or similar incentives to Patient from time-to-time depending on financial hardship, without changing the Patient's liability for the fees incurred hereunder, it being explicitly agreed that PCMS is under no obligation to extend such other discounted fees or incentives to Patient. PCMS has sole discretion as to who receives discounts, the amounts of discounts, when discounts are issued and all other issues related to the issuance of discounts.
- a. The fee amounts in this Section may change annually or at any time pursuant to an amendment to this Agreement at the sole discretion of PCMS for any reason. PCMS shall provide online notice of such change at least thirty (30) days prior to the effective date of any rate increase, unless such rate increase is caused by a change in law or regulation, or a change in the cost of providing services, in which case, PCMS may give notice of an immediate rate change.
- b. Patient understands that the fees in this Section do not include the costs of any prescription medicines or other treatment, procedure, service or product provided by separate independent entities or individuals that may be prescribed or recommended by PCMS and its Professionals in connection with the Patient's treatment. Patient understands that he or she may receive one or more separate bills for such prescription medicines and other treatments, procedures, services or products and is wholly responsible for payment of such costs, and further understands, that the independent entities and individuals will have their own billing and collection practices.

5. **Services Fees and Outside Care.**

- a. Patient understands that some PCMS services, including but not limited to after-hours visits (not during listed business hours), house calls, some labs, procedures, and medications, may require payment of an additional fee. These fees are subject to change without notice, but PCMS will always disclose any charges prior to rendering service.
- b. Patient understands that Patient is entirely responsible for any charges the Patient may incur related to health care services received outside of PCMS, including but not limited to other physicians, emergency rooms, hospitalization, diagnostic testing, specialty services and prescription medications.
- c. Patient acknowledges that PCMS will not reimburse Patient for any charges the Patient may incur for any outside care received or paid.

6. **Insurance and Medicare Disclaimer.**

- a. Patient acknowledges and understand that PCMS is NOT a health insurance plan, nor a substitute for health insurance.
- b. Patient acknowledges that PCMS encourages, but does not require, all Patients to have some type of health insurance plan to help pay for health care services incurred outside of PCMS.
- c. Patient acknowledges that fees paid under this Agreement are not covered by Patient's health insurance, Medicare, Medicaid, or other third-party payment plans applicable to the Patient. The Patient shall retain full and complete responsibility for any and all fees.

- d. Patient understands that PCMS is currently opted out of Medicare. Patient understands that this means that neither PCMS nor Patient can submit the bill to Medicare for services rendered. Instead, Patient pays the physician/practitioner out-of-pocket and neither party is reimbursed by Medicare. Patient understands he or she had entered into a private contract with PCMS under which neither can receive payment from Medicare for the services that were performed.
- e. Patient understands and agrees to be wholly responsible for the payment of any and all costs due and that may become due pursuant to this Agreement, regardless of the existence of coverage for such items or services under any public or private health insurance program.
- f. Patient understands that PCMS cannot guarantee reimbursement for any PCMS services and resultant charges from any third-party health plans, including insurance plans and savings accounts (health savings or flexible spending).
- g. Patient understands and agrees not to submit a claim, bill to or seek reimbursement from any public health program (i.e. Medicare, Medicaid, Tricare, Veterans Affairs and Federal Benefits) or any private health insurance plan or worker's compensation plan for any item or service received pursuant to this Agreement.
- h. Patient acknowledges that if Patient elects to receive services (including but not limited to diagnostic tests, labs, other physicians, mediations) outside of PCMS using a health insurance plan, including services that are ordered by a PCMS provider, Patient assumes full responsibility for properly submitting appropriate insurance information and to pay for any associated costs.

7. **Patient Responsibilities.**

- a. Patient understands that it is the Patient's responsibility to gain access to a telephone, computer, email, the internet or video conferencing service to facilitate the provision of PCMS's Services under this Agreement.
- b. Patient understands that it is the Patient's responsibility to provide PCMS and its Professionals with accurate and complete medical records, history and descriptions of the Patient or covered family member's condition and physical well-being. Patient understands that, as with any service, to the extent that information provided is not accurate and complete, the services provided by PCMS and its Professionals may be materially affected and Patient assumes any risk, and takes full responsibility and waives any claims against PCMS and its Professionals for personal injury, death or damages as a result and agrees to the extent permitted by applicable law to defend, indemnify and hold harmless PCMS and its Professionals from and against any and all claims of any nature including all costs, expenses and attorneys' fees, which in any manner result from inaccurate or incomplete information provided by Patient or its authorized representative.
- c. Patient understands that he or she is responsible for requesting and bearing the costs of copying any medical records necessary for PCMS and its Professionals to provide services under this Agreement as set forth in these terms of use.
- d. Patient understands PCMS cannot provide proper care and treatment without appropriate labs and images. Patient agrees to obtain lab and imaging that PCMS orders to facilitate proper care and treatment.

8. **Term and Termination.**

- a. This Agreement shall automatically renew each month from the first day of the month after the Patient first enrolls as a Member.
- b. Patient acknowledges that PCMS and Patient have an absolute and unconditional right to cancel this Agreement and their PCMS membership at any time for any reason.
- c. Patient may immediately terminate this Agreement without cause upon written or verbal notice to PCMS.
- d. Patient must provide PCMS a written or verbal notice of cancellation and understand that membership fees will continue to be billed or auto-paid until PCMS receives such notice.
- e. If Patient terminates this Agreement, he or she will not receive a pro-rata refund of the remainder of the month's Membership Fee or any then current balance in the Retainer.
- f. Patient will be allowed to access Member Services and Professional Services for the remainder of the month, if applicable.
- g. If Patient terminates this Agreement within five (5) days prior to the next recurring, automatically renewing, monthly billing cycle, Patient will be responsible for the next month, during which such time Patient will have access to the Member Services and Professional Services, and this Agreement will terminate at the expiration of said next month.
- h. Termination of this Agreement shall not relieve Patient of responsibility for any obligation, whether of payment or performance, incurred prior to termination but remaining unsatisfied as of the date of termination.
- i. There shall be a \$35 cancellation fee if Patient terminates this Agreement enrollment within ninety (90) days based on the date that Patient first enrolls as a Member.
- j. Patient acknowledges if he or she re-joins PCMS after a cancellation (actively or by lack of payment), he or she may be required to pay an additional Re-Enrollment fee in addition to other standard charges.
- k. Patient understands if memberships are unpaid 60 days after the scheduled payment or billing date, this membership may be cancelled, and Patient will no longer be a member of PCMS.

9. **Patient Consent.** If Patient is unable to sign, consent for treatment is given by his or her duly authorized representative. For purposes of this agreement, the term "Patient" includes any representative(s) of Patient authorized to make decisions and sign this Agreement on the Patient's behalf.

10. **Notice of Privacy Practices.** Patient acknowledges having access to and reviewed PCMS's Notice of Medical Information Privacy Practices made available on-line (www.premiercaremedicalservices.com), which provides information about how PCMS and its Professionals may use and disclose the Patient's protected health information. The Notice of Medical Information Privacy Practices may be subject to change. If you have any questions about our Notice of Medical Information Privacy Practices, please contact a designated representative.

11. **Assignment.** Patient and his or her covered family members shall not assign this Agreement, nor its right, title or interest herein assigned, transferred, conveyed, sublet or otherwise disposed of without the express written consent of PCMS and any attempts to assign this Agreement without written consent are null and void. PCMS will not necessarily be the provider of services under this Agreement and Patient may be provided services under this Agreement by a contracted professional medical individual or entity. Patient agrees that PCMS may delegate responsibilities related to the PCMS's Services to one or more independent contractors.

12. **Third Party Software.** PCMS does not warrant any software created or licensed in connection with the EHR Patient Portal ("Third-Party Software"). Warranties with respect to Third Party Software are subject to such limits and conditions as are contained in the license agreements for the Third-Party Software. Patient will be considered to have accepted the license agreements for the Third-Party Software upon execution of this Agreement. Patient agrees that the Third-Party Software is a documentation tool only, and that the Third-Party Software is not intended to provide diagnoses, practice guidelines, advice or protocols for delivering medical care. Patient further agrees that he/she/they shall be solely responsible to ensure that the documentation of medical care is accurate. Under no circumstances shall PCMS have any responsibility or liability as a result of this Agreement in connection with the Third-Party Software for decisions made or actions taken or not taken in rendering medical care or for information provided to Patient or insurance companies, government agencies, or other payers.

13. **Carrier Lines.** Patient acknowledges that in connection with the access and use of PCMS Services that such services will be provided over various facilities and communications lines, and information may be transmitted over local exchange and internet backbone carrier lines and through routers, switches, and other devices (collectively, "Carrier Lines") owned, maintained, and serviced by third-party carriers, utilities, and internet service providers, all of which are beyond PCMS's control. PCMS assumes no liability for or relating to the integrity, privacy, security, confidentiality, or use of any information while it is transmitted on the carrier lines, or any delay, failure, interruption, interception, loss, transmission, or corruption of any data or other information attributable to transmission on the carrier lines. Use of the Carrier Lines is solely at the Patient's risk and is subject to all applicable local, state, federal, and international laws.

14. **No Third-Party Beneficiary.** No provision of this Agreement shall be construed to confer any third-party beneficiary rights to any non-party other than covered family members.

15. **Supervening Circumstances.** PCMS shall not be deemed in violation of any provision of this Agreement if it is prevented from performing any of its obligations by reason of: (a) severe weather and storms; (b) earthquakes or other natural occurrences; (c) strikes or other labor unrest; (d) power failures; (e) nuclear or other civil or military emergencies; (f) acts of legislative, judicial, executive, or administrative authorities; or (g) any other circumstances that are not within its reasonable control. This Section shall not apply to obligations imposed under applicable laws and regulations.

16. **Compliance.** Any provision of law or regulation or judicial or administrative interpretation of same that invalidates, or otherwise is inconsistent with the terms of this Agreement that, in the reasonable judgment of either Party, would cause one or both Parties to be in violation of law or regulation shall be deemed to have suspended the terms of this Agreement; provided, however, that the Parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law and regulations.

17. **Severability.** Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18. **Survival.** All provisions of this Agreement that by their nature or express terms survive the expiration or termination of this Agreement, shall survive such expiration or termination.

19. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed under the laws of the State of Arizona. The Parties agree that any dispute arising out of services rendered pursuant to this Agreement, including but not limited to medical malpractice and/or professional negligence, shall be settled by binding arbitration administered under the laws of the state of Arizona. The Parties shall agree to an Arbitrator. All awards of the arbitrator shall be binding. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction. The arbitrator shall apply Arizona law to the merits of any dispute or claims. The prevailing Party in any such arbitration shall be entitled to an award of reasonable attorneys' fees and costs (including expert fees) arising out of, related to or connected with the dispute.

The Parties will not raise in connection therewith, and hereby waive, any defenses based upon venue, the inconvenience of the forum, the right to a jury trial, the lack of personal jurisdiction, the sufficiency of service of process or the like in any such action, suit or proceeding.

20. **Entire Agreement.** This Agreement, including any exhibits or schedules annexed hereto, constitutes the entire understanding and agreement between the Parties with regard to all matters herein. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement supersedes, in the entirety, any and all previous agreements, whether oral or written, between the Parties concerning the subject matter hereof.

21. **Counterparts.** This Agreement may be signed in any number of counterparts, no one of which need be signed by more than one party, and all such counterparts, when duly executed, will be considered an original of one and the same document.

Patient has read and consents to the Patient Services Agreement which is the official written contract between Patient and Premier Care Medical Services, PLLC.

Patient acknowledges and understands that the person listed below is voluntarily becoming a Patient and Member of Premier Care Medical Services, PLLC, and that this agreement is non-transferrable.

I have read and consent to the Patient Agreement which is the official written contract between myself and Premier Care Medical Services, PLLC.

Name of Patient

Date

Signature of Patient/Guardian

Name of Guardian (if applicable)