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Preferred Family Medicine Direct Primary Care Membership Agreement

This Preferred Family Medicine (“PFM”) Direct Primary Care Membership Agreement (the “Agreement”) specifies the terms and conditions under which you (the “Member”) and your spouse or dependents included in the Agreement will participate in the benefits available under the Agreement.

1. The term of this agreement is for one month for monthly plan members, and one year for Annual Plan members , beginning on the date of your first membership payment. The Agreement shall automatically renew for successive monthly (for monthly plan members), or yearly (for annual plan memberships) periods unless either party cancels the Agreement in writing.
2. This Agreement is **NOT A HEALTH INSURANCE POLICY**, and does not cover services or care given at any other facility than the participating clinic(s) as shown below. This agreement includes only the specific services as outlined in Section 18 below, and does not include any major catastrophic medical care provided by emergency rooms, hospitals, urgent care centers, services rendered by specialists or specialty clinics, or other entities not outlined specifically as a participating clinic. Member(s) further understand(s) that participation in the Agreement by the clinics shown does not necessarily mean that every healthcare provider working at the participating clinics is also participating in providing services to Member(s).
3. Adult members participating in the agreement may sign up a spouse or dependents under this Agreement. Others outside of that relationship wishing to join as Members must have their own separate Agreement. A valid picture ID is required to enroll in a membership and will be required to verify identity before receiving membership services, except in the case of a minor enrolled in the membership, who must be accompanied by a parent or legal guardian that is also enrolled in the membership.
4. At the date of this agreement, membership fees are as follows

Adult (Age 19+)	Additional Adult (Age 19+)	Child (Age 0-18)
\$165 / Month	\$ 135 / Month	\$ 75 / Month

Example: Family of 2 adults and 2 kids (under 18) = \$450/month

Semi Annual Plans: 5% off the monthly plan rate x 6

Annual Plans: 10% off the monthly plan rate x 12

Example: Family of 2 Adults and 2 kids (under 18) =\$4,860/year

5. Members membership fees shall be paid by monthly charges to the member's credit card, debit card, or automatic bank draft (ACH). Charges to the Member's card or bank account will occur every month on the same day of each month. Member shall update credit card, debit card, or banking information when necessary and in a timely manner, and will be responsible for any amounts owed to PFM regardless of whether the account or card is expired, cancelled, or otherwise not accepted for payment. Member(s) agree to pay a \$25 added charge for each time the Member(s) account decline's payment of the monthly charge.
6. Members wishing to re-enroll after a previous termination of the agreement shall be charged a re-enrollment fee of \$200 per member.
7. This agreement authorized PFM or their chosen processor, Hint Health, to keep credit card, debit card, or banking information on file, and to charge the member's applicable account for monthly fees without requiring PFM to obtain written authorization for each new charge.
8. **Member(s) understands that WITHOUT EXCEPTION, all members included in this agreement will not be scheduled for a patient appointment unless the membership fees have been paid up through or beyond the date of the desired appointment.**
9. Member(s) understand that PFM or member(s) may terminate this agreement at any time and for any reason. Such termination by either party must be in writing and will be followed by a refund of any pre-paid monthly membership fees, with those refunds prorated to the day of termination. Refunds will be issued to Member within 30 days of the termination date. Member(s) further understands that dismissal as a patient by a participating provider or clinic includes an automatic dismissal as a PFM member.
10. Member(s) understand that PFM may add or decrease services, participating providers, and participating clinics, or increase membership fees at any time. In the event of such changes, PFM will provide notice to Member(s) at least 30 days before the change.
11. Member(s) understand that there may be additional charges for equipment laboratory, referral, or other services that are ordered through outside entities or providers as a result of care given by a participating clinic or provider. This Agreement does not cover additional charges for such items. Only the services specifically outlined below in Section 19 are covered by the membership fees. If a participating clinic or provider renders services beyond the scope of this Agreement, there will be

added charges. **Member(s) agree to pay for these additional charges at the time of service.** If these or any other additional charges are not paid at the time of service, Member(s) agree to allow PFM to charge the Member(s) account(s) on file for those amounts.

12. Services requiring travel outside of a 25 mile radius of the office, and/or requiring travel through inclement weather, and/or requiring more than 2 hours of time, will incur an additional charge of \$250/hr up to \$2500 per day.
13. Corporate member(s) are subject to the terms and conditions outlined in the corporate membership agreement between PFM and the employer. Corporate details may be obtained via your employer or PFM.
 - a. In the event of a change in employment, member(s) that are enrolled under a corporate membership agreement may transition to PFM's standard direct primary care membership plans.
14. Participation in this agreement requires member(s) to also agree to the participating clinics' policies and arbitration agreements.
15. Member(s) also covered under Medicaid or other health insurance plan with which participating providers are contracted, agree(s) NOT to seek reimbursement from their insurance plan for services received under this Agreement. PFM will not file an insurance claim for Member(s), and Member(s) also agree not to file an insurance claim.
16. Member(s) also enrolled in Medicare understand and agree that Medicare WILL NOT be billed for services rendered to member(s) under this agreement, and member(s) agree to not seek reimbursement from Medicare for any services rendered under this agreement. Medicare beneficiaries acknowledge the "Cash Services Acknowledgement" attached below as Exhibit A.
17. PFM reserves the right to refuse membership to any person for any reason.
18. Participating clinics at the date of this agreement:

Preferred Family Medicine
10627 Professional Circle, Ste A
Reno, NV 89521
775-204-0150
19. Included Services:

Acute Care
Coughs, cold flu , sprains, sinus and ear infections, sore throat, fever, rashes, diarrhea, back pain, strep tests, asthma, bronchitis, pneumonia, kidney and bladder infections, minor orthopedic treatments, non-life threatening medical issues.

Physicals

- Comprehensive Wellness Program
 - Annual Physical
 - Phlebotomy (if labs ordered per physician)
 - Diagnostic Testing (per physician discretion)

- School, athletic, scout, adult, mission, annual

Preventive Medicine

Electrocardiograms, vision screening, spirometry, holter monitor, cardiac stress test, pap smears, breast exams, occult testing

Minor Surgeries

Wound care, minor laceration repair, wart destruction, simple lipoma removal, ingrown toenails, punch, shave/excision, skin biopsies (pathology fee not included)

Procedure, Test, and Treatments

In-house rapid strep, EKG, nebulizer breathing treatments, abscess draining, foreign body removal, joint injections, ambulatory blood pressure monitoring, trigger point injections, urinalysis, blood sugar testing

Men and Women's Health

Well man and women screens, cancer prevention, preconception health, peri-menopause and postmenopause health

Pediatrics

Well child evaluations, acute care as listed above, developmental evaluations

Chronic Therapy

Diabetes, arthritis, acid reflux, high blood pressure, high cholesterol, cardiovascular disease, chronic fatigue, fibromyalgia, asthma, COPD, Non-narcotic chronic pain management, lower back pain, joint pain

Technology Enhancements

Virtual visit capability with membership, patient portal access to lab reports, medical records, and online scheduling requests (provided through the participating clinics)

20. Member(s) understand(s) that charges for items not covered by the membership must be paid at the time of service, and will not be billed through the member(s) monthly membership dues agreement. Those items available for an additional fee are as follows:

- a. Any lab test not included above, labs tests done by LabCorp, immunizations, ultrasounds, injections administered in-office or any other ancillary service provided by another entity, regardless of whether their service is provided elsewhere or at the participating clinic.

21. Excluded Services:

- a. Chronic pain management, ongoing treatment with controlled medications, Major surgeries, procedures involving general or regional anesthesia, CT scans, MRI scans, echocardiograms, pre-natal and obstetrical care, electroencephalograms, Any care given by a provider not listed as participating in this membership, Any care in the sole determination of the provider that is best handled in the emergency room of a hospital, Any procedure in the sole determination of the provider that falls outside of his or her area of training or expertise, or care rendered by specialists or specialty clinics.

22. Prescription Policy

a. Maximum duration of prescriptions based on membership level

- i. Monthly Membership: 30 days while active (refilled month to month)
- ii. Annual Membership: 90 days, with 3 refills

23. Member(s) understand(s) that the visit and monthly membership fees required under this contract DO NOT apply towards any health insurance plan deductible. Furthermore, membership under this contract DOES NOT by it self fulfill the personal health insurance mandate under the Affordable Care Act (commonly known as "Obamacare"). Member(s) also understand that PFM makes no representations regarding the tax implications of membership in this agreement. Member(s) are encouraged to seek the advice of a competent tax professional for advice regarding any related tax issues.

24. This agreement is not complete and binding unless the Member(s) also agrees to the arbitration agreement and any other patient related forms required by the entities providing care under this agreement. Those documents are hereby incorporated into this contract by this reference.

25. Member(s) understand that any subsidy offered in payment towards the membership or other fees required under this agreement, through an association with Liberty Health Shares or other health cost sharing program, MAY NOT cover all the charges arising through this agreement. Member(s) agree to pay whatever amounts are not covered under such association.

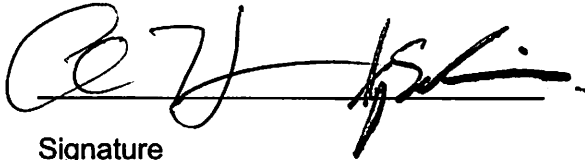
26. I hereby authorize Preferred Family Medicine (PFM) to charge my credit/debit card or bank account automatically every month (or annually if annual plan elected), and apply those charges to the membership fees required for participation in the direct primary care membership offered through PFM, and to any other charges I incur from services received through the participating clinics or providers that are not covered by the membership. I understand that I will remain

responsible for recurring charges, additional late fees and any other applicable charges if the withdrawal to the bank account I have listed above is denied for insufficient funds or the account otherwise becomes unavailable.

27. In the event I have selected to have automatic payments made from a bank account, I hereby authorize Preferred Family Medicine to initiate automatic withdrawals via electronic funds transfer. I acknowledge that no entries may be made that violate the laws of the State of Nevada, or the laws of the United States. I agree to indemnify the originating depository institution and any third party service providers involved in processing entries made hereunder against all claims, demands, losses, liability, or expense including attorney's fees and costs that result directly or indirectly from 1) a failure to follow the rules, 2) violation of law.

28. I understand it is my responsibility to notify PFM of changes to my address, phone number, email address and other billing or contact information. An inability to collect membership fees due to incorrect or outdated billing information will result in the termination of my PFM membership, including family members signed up under the membership, and a re-enrollment fee of \$200 per member.

29. The member acknowledges and agrees that a copy of this agreement shall be maintained by PFM and if requested shall be produced to any Medicare Contractor or agency that may request to see a copy of the agreement for any reason.



Signature

Christopher C. Highley / Amy Scullion MD

Physician Name

8/23/2022

Date

Signature (if electronically acknowledged, see files)

Printed:

Patient Member Name

Date

Exhibit A

Practice Cash Services Acknowledgment For Medicare Beneficiaries

Preferred Family Medicine's ("Practice") Services are voluntarily subscribed to by Patient on a cash or private fee basis. Practice is able to offer the Services outlined above in part because Practice need not comply with certain regulatory requirements of Medicare and need not frame Services as designed for Plan reimbursement.

Practice's physician has elected to formally "opt out" of the Medicare program and other government insurance programs. This means Practice will not submit any Medicare claims and will not receive any payment from Medicare. Practice is also out-of-network, and does not contract with or submit for reimbursement to any Plan (including Medicare).

Patient is signing this Agreement to evidence his or her understanding and agreement regarding payment for any services to be provided by Practice. Practice hereby certifies that Physician has not been excluded from participation in the Medicare program under section 1128, 1156, or 1892 or any other section of the Social Security Act.

The effective date of Physician's opt-out is September 1, 2019.

Practice agrees: i) to provide Patient with a signed copy of this Agreement before items or services are furnished to Patient under its terms; ii) and to retain the original Agreement (original signatures of both parties required) for the duration of the current opt-out period; and to submit copies of this Agreement to the Centers for Medicare and Medicaid Services ("CMS") upon the request of CMS.

By executing this Agreement, Patient acknowledges and agrees as follows with respect to Service and any other items or services provided by Practice to Patient (initial each in the blank):

- Patient accepts full responsibility for payment of Practice's charge for all services furnished by Physician or any other employee of Practice, including the Program Fees of Schedule A.
- Patient understands that Medicare limits do not apply to what Practice may charge for Services or other items or services furnished by Practice.
- Patient agrees not to submit a claim to Medicare or to ask Practice to submit a claim to Medicare, even if such items or services would otherwise be covered under Medicare if Practice was Medicare participatory.
- Patient understands that Patient has the right to obtain Medicare-covered items and services from other physicians and practitioners who have not opted out of Medicare, and Patient is not compelled to enter into this Agreement. Patient voluntarily enters this Agreement to secure the Services. Patient may secure Plan-reimbursed care from other physicians or practices, but none of Practice's Services (or other items or services) may be submitted to Medicare or any other Plan for reimbursement.
- Patient understands that any Medicare replacement Plans or "Medigap Plans do not cover or reimburse the Services, and Practice out-of-network and not participatory with any such Plans.
- Patient is not presently facing an emergency or urgent health care situation.
- ***Patient signs this Agreement voluntarily and fully understands its terms as they relate to Medicare and other Plan lack of coverage or reimbursement with respect to Practice.***