

PARHAM

CONCIERGE MEDICINE

MEMBERSHIP AGREEMENT

Bernard Parham MD, PLLC d/b/a Parham Concierge Medicine

By your signature, you acknowledge that you are voluntarily becoming a patient of Bernard Parham MD, PLLC d/b/a Parham Concierge Medicine (PCM). As a PCM PRACTICE patient, those services described in Article IV below will be made available to you pursuant to the terms of this Membership Agreement.

Article I - Definitions

Agreement: this Membership Agreement, including its schedules and any properly adopted amendments.

Effective Date: the date membership begins, as shown on the Signature Page or enrollment record.

Initial Membership Commitment: the period beginning on the Effective Date and ending three months after the Effective Date, subject to the Member's right to terminate during the Introductory Period.

Introductory Period: the first 30 calendar days after the Effective Date.

Member: the individual who enrolls in the Practice and signs or electronically accepts this Agreement.

Membership Category: the level of membership selected by the Member and described in Schedule A.

Membership Fee: the recurring amount due for the selected Membership Category, as stated in Schedule B.

Covered Services: services included in the Membership Fee for the selected Membership Category.

Non-Covered Services: services not included in the Membership Fee and subject to separate charges or third-party billing.

Practice: Bernard Parham MD, PLLC d/b/a Parham Concierge Medicine, including its physicians, clinicians, and authorized staff, as applicable.

Professional Services: medical services provided by a licensed clinician within the clinician's lawful scope of practice, training, judgment, and availability.

Schedules: Schedules A through F attached to and incorporated into this Agreement.

Article II - Membership Relationship

2.1 Voluntary Membership

The Member voluntarily enrolls in the Practice and selects a Membership Category. Membership establishes access to Covered Services but does not guarantee a particular medical result, diagnosis, prescription, referral, appointment time, or treatment decision.

2.2 Physician-Patient Relationship

A physician-patient relationship is established only when accepted by the Practice and when the Practice or its clinician undertakes to provide care. Membership alone does not require a clinician to provide a service that is medically inappropriate, outside scope, unavailable, unlawful, or inconsistent with professional judgment.

2.3 Not Insurance

Membership is not health insurance, is not a health plan, and does not replace insurance coverage. The Member remains responsible for obtaining and paying for services not included in the Membership Fee.

2.4 Eligibility and Acceptance

The Practice may establish reasonable eligibility, enrollment, panel-size, geographic, technology, and clinical criteria. A pre-existing condition does not automatically disqualify a person from membership; however, the Practice may determine that its model is not appropriate for a person's needs or may require coordination with other clinicians.

2.5 No Exclusivity

The Member may obtain care from other clinicians. The Practice may recommend consultation, specialty care, urgent care, emergency care, hospitalization, or transfer when appropriate.

Article III - Membership Categories

3.1 Selection

The Member's selected Membership Category is identified on the Signature Page or enrollment record. Schedule A describes the included services for each category.

3.2 Category Changes

A Member may request a different Membership Category. A change is subject to availability, written or electronic confirmation, applicable fees, and any conditions stated in Schedule A or Schedule B.

3.3 Future Offerings

The Practice may introduce, discontinue, rename, or revise membership categories for future enrollment. A material reduction in an existing Member's Covered Services or increase in the Membership Fee will be communicated in advance as provided in this Agreement.

Article IV - Membership Services

4.1 Covered Services

The Practice will make available the Covered Services associated with the selected Membership Category, subject to clinical appropriateness, lawful scope of practice, physician availability, and the terms of this Agreement.

4.2 Clinical Judgment

All medical decisions remain subject to the independent professional judgment of the treating clinician. The Practice may require an in-person examination, diagnostic testing, specialist evaluation, emergency evaluation, or other care before providing or continuing treatment.

4.3 Services Provided by Others

Laboratory services, imaging, prescriptions, medical equipment, specialty services, emergency care, hospital care, surgery, pathology, and services of outside clinicians are not included unless expressly stated in Schedule A. Those services may be billed by third parties.

4.4 Telemedicine

Virtual care may be used when the clinician determines it is clinically appropriate and when the Member is located in a jurisdiction where the clinician is authorized to practice. The Practice may discontinue or convert a virtual encounter to in-person or emergency care when necessary.

4.5 Appointment Availability

Same-day or next-day appointments are a service goal, not an absolute guarantee. Appointment timing depends on clinical urgency, staffing, physician availability, office hours, the selected Membership Category, and the nature of the requested service.

4.6 Non-Covered Services

The Practice may offer Non-Covered Services at separately stated prices. The Member is responsible for reviewing and paying applicable charges.

Article V - Practice Commitments

5.1 Relationship-Centered Care

The Practice will seek to provide care that is respectful, attentive, and grounded in continuity.

5.2 Privacy and Confidentiality

The Practice will safeguard protected health information in accordance with applicable law and its Notice of Privacy Practices.

5.3 Communication

The Practice will provide approved channels for scheduling, clinical communication, and administrative questions.

5.4 Coordination

When clinically appropriate, the Practice will assist with referrals and coordination; it does not control the availability, fees, or decisions of outside clinicians.

5.5 Professional Availability

If a clinician is unavailable because of illness, vacation, travel, continuing education, or other circumstances, the Practice will make reasonable efforts to communicate alternatives or coverage arrangements.

5.6 Respectful Administration

The Practice will endeavor to communicate fees, material policy changes, and service limitations clearly.

Article VI - Member Commitments

6.1 Accurate Information

The Member will provide complete and accurate medical, demographic, medication, insurance, and contact information and will promptly report material changes.

6.2 Appropriate Use

The Member will use membership access in a reasonable manner and will not use routine channels for emergencies.

6.3 Respectful Conduct

The Member will treat Practice personnel and others respectfully and will not engage in threatening, discriminatory, abusive, harassing, or disruptive conduct.

6.4 Appointments

The Member will schedule appointments in advance when possible and provide at least 8 hours' notice of cancellation when circumstances permit.

6.5 Payment

The Member will maintain an active payment method, pay amounts due, and review statements and notices.

6.6 Care Recommendations

The Member remains responsible for deciding whether to follow medical advice and for obtaining emergency, hospital, specialty, and other recommended care.

6.7 Communication Security

The Member will protect portal credentials, devices, email accounts, and telephone access and will promptly notify the Practice of suspected unauthorized access.

Article VII - Financial Terms

7.1 Membership Fee

The Member authorizes the Practice or its payment processor to charge the Membership Fee and other authorized amounts to the payment method on file. Current fees are stated in Schedule B.

7.2 Billing Frequency

Unless another arrangement is approved in writing, the Membership Fee is billed monthly in advance. Prepayment options and any applicable discounts are described in Schedule B.

7.3 Introductory Period and Initial Membership Commitment

The Member may terminate during the 30-day Introductory Period by providing notice in accordance with Article IX. If the Member does not terminate during the Introductory Period, the Member is responsible for Membership Fees through the end of the Initial Membership Commitment, which lasts three months from the Effective Date. After that period, membership continues month to month.

7.4 Failed Payments

If a payment is declined, the Practice may attempt the charge again, request an updated payment method, assess a reasonable returned-payment or administrative fee stated in Schedule B, suspend non-emergency membership services, or terminate membership after appropriate notice.

7.5 Refunds

Membership Fees are earned as access is made available and are generally non-refundable, except as required by law or expressly approved by the Practice. A termination during the Introductory Period stops future charges after the effective termination date but does not require refund of fees already earned for an elapsed period.

7.6 Insurance and Claims

The Practice does not bill insurance or government health programs for Covered Services. The Member agrees not to submit claims for Covered Services unless the Practice advises otherwise in writing. The Member remains responsible for premiums, deductibles, copayments, coinsurance, and charges from others.

7.7 HSA and Tax Matters

The Practice does not provide tax or benefits advice. The Member should consult a qualified adviser regarding health savings accounts, high-deductible health plans, reimbursement, or tax treatment.

Article VIII - Communication, Privacy & Technology

8.1 Approved Channels

The Practice may use telephone, secure portal messaging, approved texting, email, video, and other authorized systems. Schedule C describes expected uses and limitations.

8.2 Electronic Communication Risks

Electronic communications may be misdirected, intercepted, copied, stored, accessed by service providers, or viewed by others with access to the Member's device or account. The Member accepts these inherent risks when choosing to use non-portal electronic communication.

8.3 Emergencies

Electronic messaging is not appropriate for emergencies. The Member will call 911 or seek immediate emergency care when a condition may be life-threatening.

8.4 Privacy Practices

Use and disclosure of protected health information are governed by applicable law and the Practice's Notice of Privacy Practices. This Agreement does not replace that notice or any separate authorization required by law.

8.5 Technology Limitations

The Practice is not responsible for delays or failures caused by internet outages, telephone failures, power interruptions, platform downtime, device malfunction, incorrect contact information, or events beyond reasonable control. The Practice will use reasonable efforts to provide an alternative when feasible.

8.6 Recording

The Member may not record an encounter or communication without the prior consent of all participants, except as otherwise permitted by law.

Article IX - Changes, Suspension & Termination

9.1 Member Termination During Introductory Period

The Member may terminate during the Introductory Period by written or electronic notice through a method accepted by the Practice. Termination becomes effective on the date confirmed by the Practice or a later date requested by the Member.

9.2 Member Termination After Introductory Period

After the Introductory Period, the Member may terminate by giving at least 30 days' written or electronic notice. If the Member remains within the Initial Membership Commitment, fees remain due through the end of that commitment. After the Initial Membership Commitment, termination is effective at the end of the then-current billing period unless otherwise agreed.

9.3 Practice Suspension or Termination

The Practice may suspend access or terminate membership for nonpayment, fraud, misuse of services, threatening or abusive conduct, repeated policy violations, inappropriate prescribing demands, failure to obtain necessary higher-level care, a breakdown in the professional relationship, inability to provide appropriate care, closure or restructuring of the Practice, or other lawful reasons.

9.4 Continuity and Professional Obligations

When termination also ends an established physician-patient relationship, the Practice will comply with applicable law and professional obligations concerning notice, urgent needs, medical records, and reasonable transition of care.

9.5 Changes to Agreement or Schedules

The Practice may revise operational schedules, communication standards, and Non-Covered Service pricing upon reasonable notice. Material changes to Membership Fees or Covered Services for an existing Member will ordinarily be communicated at least 30 days before taking effect, unless a shorter period is required by law, safety, or circumstances beyond the Practice's control.

9.6 Effect of Termination

Upon termination, membership access ends, outstanding amounts remain due, and the Member remains responsible for care obtained from others. Provisions that by their nature should survive termination, including payment obligations, privacy, dispute provisions, and limitations relating to past services, will survive.

Article X - General Legal Provisions

10.1 Tennessee Law

This Agreement is governed by the laws of the State of Tennessee, without regard to conflict-of-law principles, except to the extent federal law applies.

10.2 Required Direct Primary Care Disclosures

- Membership is not health insurance and does not replace insurance coverage.
- Patients insured by health plans compliant with the Affordable Care Act may already have coverage for certain preventive services without cost sharing.
- Payments under a direct primary care agreement may not count toward health insurance deductibles or maximum out-of-pocket expenses.
- Members are encouraged to consult their health insurance plan before entering this Agreement and receiving care.
- A direct primary care provider who breaches a primary care agreement may be liable for damages and may be subject to discipline by the appropriate licensing board.

10.3 Dispute Resolution - Attorney Review Required

Except for matters that cannot lawfully be required to arbitration, any dispute arising from or relating to this Agreement or membership services will be resolved through neutral binding arbitration in Hamilton County, Tennessee, under procedures agreed by the parties or selected by the arbitrator. This provision is intended to be governed by the Federal Arbitration Act. THE MEMBER UNDERSTANDS THAT BINDING

ARBITRATION GENERALLY WAIVES THE RIGHT TO A JURY TRIAL. This provision requires review and approval by Tennessee counsel before implementation.

10.4 Severability

If a provision is held invalid or unenforceable, the remaining provisions will continue to the fullest extent permitted by law, and the affected provision will be interpreted or limited to best accomplish its lawful purpose.

10.5 Entire Agreement

This Agreement, its Schedules, the Signature Page, and any written enrollment confirmation constitute the agreement concerning membership. Clinical consent forms, privacy notices, financial policies, and other documents may apply to care without becoming part of this Agreement unless expressly incorporated.

10.6 No Assignment

Membership is personal and may not be transferred or assigned by the Member. The Practice may assign this Agreement in connection with a lawful reorganization, succession, or transfer of the Practice, subject to applicable law and continuity obligations.

10.7 Notices

Notices may be delivered personally, by mail, by recognized carrier, by secure portal, or by email to the most recent contact information provided. A notice is effective when received or when the electronic system records delivery, unless applicable law requires otherwise.

10.8 No Waiver

Failure to enforce a provision on one occasion does not waive the right to enforce it later.

10.9 Electronic Signatures

Electronic signatures, click-through acceptance, and electronic records may be used to the extent permitted by law and have the same effect as originals.

10.10 Headings and Interpretation

Headings are for convenience. Singular and plural terms include each other when context requires. "Including" means "including without limitation."

10.11 Medicare Beneficiaries

If you are enrolled in Medicare, federal law (42 CFR Part 405, Subpart D) governs whether and how a physician may provide services to you outside the Medicare program. Dr. Parham has opted out of Medicare effective [date]. You will be asked to sign a separate Medicare private contract in the form attached hereto as Schedule F before receiving covered services under this membership.

Article XI - Member Acknowledgments

- I have received or had access to the Membership Guide and this Agreement.
- I understand that membership is not health insurance and does not replace health insurance.
- I understand which services are included in my selected Membership Category and that other services may involve separate charges.
- I understand the Introductory Period, Initial Membership Commitment, month-to-month continuation, and termination provisions.
- I authorize recurring charges as described in the Agreement and Schedule B.
- I understand that electronic communication involves privacy and security risks.
- I understand that membership does not provide emergency services and that I should call 911 for emergencies.
- I understand that clinical decisions remain subject to professional judgment.
- I have had the opportunity to ask questions and to consult legal, tax, insurance, or financial advisers.
- I agree to be bound by this Agreement, subject to applicable law.

Agreement Signature

Selected Membership Category:

☐ Signature Care ☐ Flexible Care ☐ Essential Care ☐ Other: _____

Effective Date: _____

Member Full Legal Name: _____

Date of Birth: _____

Address: _____

City/State/ZIP: _____

Telephone: _____ Email: _____

By signing below, the Member acknowledges receipt of the Membership Guide, I accept the stipulations of the Agreement, Schedules A-F, Notice of Privacy Practices, and applicable financial or communication notices.

Member Signature: _____ Date: _____

Parent/Guardian Signature (if applicable): _____ Date: _____

Practice Representative: _____ Date: _____

Electronic acceptance record or enrollment confirmation may serve as the Signature Page when permitted by law.

COMPANION SCHEDULES

Schedules A-F

Schedule A - Membership Categories & Included Services

Feature	Signature Care	Flexible Care	Essential Care
Monthly Fee	\$125	\$79	\$59
In-Person Physician Visits	Unlimited, included	3 included per membership year; additional visits discounted	Discounted member price
Virtual Physician Visits	Unlimited, included	Unlimited, included	Unlimited, included
Annual Wellness Examination	Included	1 included per membership year	50% member discount
Direct Physician Access	Included	Included	Included
Secure Messaging	Included	Included	Included
Same-/Next-Day Scheduling Goal	Included when clinically appropriate	Included when clinically appropriate	Included when clinically appropriate
Medical Forms	50% member discount	50% member discount	50% member discount
Grace Dermatology & Aesthetics	Priority scheduling; 10% off cosmetic treatments only	Priority scheduling; 10% off cosmetic treatments only	Priority scheduling; 10% off cosmetic treatments only

Schedule A is a service summary. Covered Services remain subject to clinical appropriateness, physician availability, the Agreement, and any service-specific limitations. Cosmetic discounts do not apply to medical dermatology services billed to insurance.

Schedule B - Fees

- Signature Care Membership Fee: \$125 per month.
- Flexible Care Membership Fee: \$79 per month.
- Essential Care Membership Fee: \$59 per month.
- Non-member in-person appointment: \$250 per appointment.
- Non-member virtual appointment: \$150 per appointment.
- Discounted member in-person appointment for Flexible or Essential Care when not included: currently 20% off the standard \$250 appointment fee (\$200).
- Medical forms: standard fee \$150; members receive a 50% discount unless a different fee is disclosed.

- Returned or declined payment administrative fee: \$30, subject to applicable law and attorney approval.
- Optional prepayment discounts, if offered: 2% quarterly, 3% semi-annually, and 5% annually. The Practice may discontinue prepayment discounts for future billing periods upon notice.
- Laboratory testing, imaging, medications, office procedures, outside clinicians, emergency care, hospitalization, and other Non-Covered Services are paid separately by the Member unless expressly included.

Schedule C - Communication Standards

Emergency communication: Do not use portal messaging, email, or routine text messaging for emergencies. Call 911 or go to the nearest emergency department.

Secure portal: Preferred for non-urgent clinical questions, documents, routine follow-up, and administrative communication involving health information.

Telephone: Appropriate for scheduling, time-sensitive concerns, and guidance when a portal response would not be timely.

Text messaging: May be used through an approved channel for brief communication. Avoid highly sensitive information unless directed to a secure system.

Email: May be used for administrative matters and limited clinical communication. Email may not be secure.

After-hours access: Reserved for urgent concerns that cannot reasonably wait until regular office hours. It is not a substitute for emergency services.

Response expectations: The Practice prioritizes messages according to clinical urgency. Immediate responses are not guaranteed. Routine messages are generally addressed during normal business operations.

Member security: Members should protect passwords and devices, avoid public networks when possible, verify recipients, and promptly update contact information.

Schedule D - Practice Services

Health Care Services: As a patient, you are eligible to receive a set of primary care, preventive care, and urgent care services as offered by your individual clinician from among those listed in Schedule A (Attached to Agreement and available for review on PCM PRACTICE Patient Portal or at your PCM PRACTICE clinic location). During the term of this Agreement, the Health Care Services provided by PCM PRACTICE may be subject to change by PCM PRACTICE from time to time. Such changes, if any, shall be reflected on Schedule A. If you have a pre-existing medical condition, please contact us first to learn how you may benefit from PCM PRACTICE'S services. Pre-existing medical conditions do not disqualify you from enrolling in PCM PRACTICE's service. By entering into this Membership Agreement, you acknowledge that PCM PRACTICE does not provide health insurance coverage and that this is not a contract for insurance. PCM PRACTICE provides only the Health Care Services specifically described herein and additional costs may be incurred for laboratory, medical imaging, surgery, specialist care, emergency department visits, and hospitalization required outside of PCM PRACTICE's services. PCM PRACTICE encourages you to combine PCM PRACTICE membership with appropriate health insurance coverage.

Covered Clinical Service Areas

- Primary care

- Preventive care
- Acute care appropriate for the outpatient setting
- Chronic disease management
- Medication review and management when clinically appropriate
- Care planning and health counseling
- Specialist referral and coordination
- Virtual care when clinically appropriate and legally permitted

Personalized Access Services

- Direct communication through approved channels
- Same-day or next-day scheduling goal when clinically appropriate
- Reasonable efforts to minimize waiting time for scheduled visits
- Care coordination and review of outside records when available
- Practice notices concerning physician availability and coverage arrangements

Common Non-Covered Services

- Laboratory testing, pathology, imaging, and diagnostic studies performed or billed by others
- Medications, vaccines, medical supplies, and equipment unless expressly included
- Specialist, hospital, emergency department, urgent care, home health, and facility fees
- Home visits, out-of-office visits, after-hours in-person visits, and non-member visits unless expressly included
- Allergy treatment, breathing treatments, injections, pain management services, erectile dysfunction treatment, medical weight management, procedures, affidavits, extensive legal or employment forms, and other separately priced services
- Services provided through Grace Dermatology & Aesthetics, except for expressly stated member discounts

Schedule E - Member Consents

Recurring Payment Authorization

I authorize the Practice and its payment processor to charge the payment method I provide for Membership Fees and other charges I separately approve. This authorization remains effective until membership ends and all amounts due are paid. I will update the payment method if it changes or expires.

Electronic Communication Consent

I consent to communication through the channels I provide or select, understanding that ordinary email and text messaging may not be secure. I may request reasonable limits or withdraw consent for a channel, but doing so may affect convenience or the Practice's ability to communicate electronically.

Telemedicine Consent

I consent to telemedicine when offered and understand its limitations, including the possibility that an in-person examination, testing, referral, or emergency evaluation may be required. I will disclose my physical location at the time of a virtual encounter when requested.

Acknowledgment of Non-Insurance Status

I understand that membership is not insurance, does not replace insurance, and may not count toward my deductible or maximum out-of-pocket expenses.

Schedule F – Medicare Opt-Out Contract

This Medicare Opt-Out Contract (the “Contract”) is made and entered into as of _____ (the “Effective Date”), by and between _____ (“Patient”) and _____ (“Provider”), pursuant to that certain Patient Agreement (the “Agreement”) by and between Bernard Parham MD, PLLC d/b/a Parham Concierge Medicine, dated as of _____, which Agreement is incorporated herein for all purposes. By this Contract, Patient on the one hand and Provider on the other hand, for good and valuable consideration (the receipt and sufficiency of which are acknowledged), hereby agree, understand, and expressly acknowledge the following:

1. Provider Obligations.

(a) Provider has informed Patient that Provider has opted out of the Medicare program effective as of _____ for a period of at least two (2) years, and is not excluded from Medicare under sections 1128, 1156, 1892 or any other section of the Social Security Act.

(b) Provider acknowledges that the Contract shall not be entered into with Patient, or Patient’s legal representative, during a time when Patient requires emergency care services or urgent care services, except that Provider may furnish emergency or urgent care services to a Patient in accordance with 42 C.F.R. § 405.440.

(c) Provider acknowledges that he must retain the Contract (with original signatures of both parties to the Contract) for the duration of the Opt-Out Period (as that term is defined in 42 C.F.R. § 405.400), and that it shall be made available to the Centers for Medicare and Medicaid Services upon request.

(d) Provider shall provide a copy of the Contract to Patient, or to his or her legal representative, before items or services have been furnished to Patient under the terms of this contract.

(e) The Provider acknowledges that he must enter into a private contract for each Opt-Out Period.

2. Patient Obligations.

(a) Patient, or his or her legal representative, accepts full responsibility for payment of Provider’s charge for all services furnished by Provider.

(b) Patient, or his or her legal representative, understands that no payment will be provided by Medicare for items or services furnished by Provider that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.

(c) Patient, or his or her legal representative, understands that Medicare limits do not apply to what Provider may charge for items or services furnished by Provider.

(d) Patient, or his or her legal representative, agrees not to submit a claim, nor ask Provider to submit a claim, to Medicare for Medicare items or services, even if such items or services are otherwise covered by Medicare.

(e) Patient acknowledges that this Contract contains sufficiently large print to ensure that Patient is able to read this Contract.

(f) Patient, or his or her legal representative, has entered into this Contract with the knowledge that he or she has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted-out of Medicare and for whom payment would be made by Medicare for their covered services, and that Patient is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other physicians or practitioners who have not opted-out.

(g) Patient, or his or her legal representative, understands that Medigap plans do not, and other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.

(h) Patient, or his or her legal representative, understands that this Contract shall not be entered into with Provider during a time when Patient requires emergency care services or urgent care services, except that Provider may furnish emergency or urgent care services to Patient in accordance with 42 C.F.R. § 405.440.

(i) Patient, or his or her legal representative, acknowledges that a copy of this Contract has been provided to Patient, or to his or her legal representative, before items or services have been furnished to Patient under the terms of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Effective Date.

PROVIDER:

PATIENT:

Printed Name of Provider

Printed Name of Patient or
His/Her/Their Legal Representative

Signature of Provider

Signature of Patient or
His/Her/Their Legal Representative