



## Piedmont VIP Membership Agreement

Piedmont combines a personalized approach with innovative technologies to deliver compassionate, coordinated care to patients. Piedmont patients have access to coordinated care within the Piedmont Clinic, Piedmont's clinically integrated network of physicians that champions a culture of clinical excellence, superior service, reliable safety and cost-effectiveness, and also have access to their personal health record through Piedmont's MyChart.

In addition to the high-quality care provided to all patients, Piedmont offers the Piedmont VIP Program for patients who want access to their primary care physician as a concierge-level service, as well as want expanded wellness services not typically covered by health insurance.

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This Piedmont VIP Membership Agreement (the "Agreement") specifies the terms and conditions under which you, the patient ("Patient" or "You"), may participate in the Piedmont VIP Program ("Program") offered by Piedmont Healthcare, Inc. ("Piedmont") through certain of its affiliated healthcare services providers that have elected to participate in the Program (each, a "Physician"), pursuant to which You may access healthcare services as described in this Agreement from a Physician. This Agreement will become effective on the date your Physician commences the Program or the date of your signature on this Agreement, whichever is later (the "Effective Date").

- 1. Membership Fee.** You will pay an annual fee of \$2,500 ("Membership Fee") to Piedmont for each year that You elect to participate in the Program. Your initial Membership Fee will be due on the Effective Date. For each following year that You participate in the Program, You may either: (a) pay Your entire renewal Membership Fee on the anniversary of the Effective Date; or (b) pay fifty percent (50%) of Your renewal Membership Fee on the anniversary of the Effective Date, and the remaining fifty percent (50%) of your renewal Membership Fee six (6) months after the anniversary of the Effective Date. If You elect Option (b) for payment of Your renewal Membership Fee, please note that You will be responsible for payment of the entire renewal Membership Fee regardless of whether you terminate the Agreement mid-Term, subject to Section 4 of this Agreement below.
  - a. For example, if your Program Effective Date is January 1, 2024, You must pay Your entire initial annual Membership by January 1, 2024. If You continue participating in the Program the following year, You may either: (a) pay Your entire renewal Membership Fee on January 1, 2025; or (b) pay fifty percent (50%) of Your renewal Membership Fee on January 1, 2025, and pay the remaining fifty percent (50%) of Your Membership Fee on July 1, 2025.
- 2. Program.** As a member of the Piedmont VIP program, you will have access to the following services ("Services"):

- a. Extended time with, and enhanced access to, your Physician, including access to your Physician's phone number 24/7 and the availability to be seen the same or next day.
  - b. An extended and expanded Annual Wellness+ Physical with your Physician, which builds on and supplements the basic annual physical covered by most insurance and Piedmont's corresponding standard rates for self-pay patients.
  - c. One (1) nutrition or one (1) fitness consult per year.
  - d. For any adult children (age 18-25), prioritized scheduling of acute or urgent care visits with your Physician. [Note: Piedmont will bill your child or their insurance and charge any applicable copay, co-insurance and/or deductible for the visit itself.]
  - e. Free valet services (where valet is offered) and free parking at your Physician's clinic location when receiving services.
- 3. Renewals.** The annual Membership Fee covers a period of one (1) year beginning on the Effective Date (the "Term"). Your participation in the Program will automatically renew on the anniversary of your Effective Date unless You provide thirty (30) days advance written notice of non-renewal prior to the anniversary of your Effective Date, to Piedmont, at the following address: 105 Collier Rd. Suite 5000, Atlanta, GA 30309. Failure to pay the renewal Membership Fee when due will result in the termination of your participation in the Program.
- a. For example, if your Program Effective Date is January 1, 2023, then your membership will auto-renew on January 1, 2024.
- 4. Termination.** You may terminate this Agreement at any time for any reason by providing written notice to Piedmont at the address in Section 3 above.
- a. If you terminate this Agreement within 30-days after your first visit (in-person or virtual) with your Physician in that Term year, You will receive a prorated refund rounded to the nearest month.
    - i. For example, if your Effective Date is October 1, 2022 and You have your first visit with your Physician on November 15, 2022 and decide to terminate the Agreement on December 10, 2022, You will receive a refund for 9 months of service (January-September 2023) or 75% (9/12 months) of the Membership Fee.
  - b. If you terminate your Agreement more than 30-days after your first visit (in-person or virtual) with your Physician in that Term year, You will be responsible for the entirety of the Membership Fee and will not be eligible for a refund.

Piedmont may terminate this Agreement for any reason upon providing at least thirty (30) days prior written notice to You by email. If Piedmont terminates your Agreement, you will receive a prorated refund rounded to the nearest month. Please make sure you have provided Piedmont your current email address so that you will receive applicable notices.

- 5. Availability of Services.** The Piedmont VIP Membership described in this Agreement is intended to provide You with excellent Services in a convenient and professional manner. In that regard, Piedmont will make every effort to accommodate your use of the Services as quickly as possible. Your prompt care is important to us, and we intend to make every effort to ensure that your experience with the Program is a positive one. However, there may be times when your Physician and/or other clinical staff are not immediately available. By signing this Agreement, You acknowledge that Piedmont, the Physicians, and clinical staff may not always be immediately available. You also acknowledge that You understand that the Services rendered under this Agreement are not intended to be a substitute for emergency care. **If You believe You are in need of emergency care or treatment, You should always seek care from your local hospital and/or call 911 for emergency medical services.**
- 6. Email Communication Policy.** If You wish to send secure communications to your Physician and/or the practice staff and receive secure communications from your Physician and/or the practice staff, You should utilize the secure messaging provided through Piedmont's MyChart. You should be aware that email communication is not a secure medium for sending potentially sensitive personal health information nor a good medium for urgent/time sensitive communication. The best method of communication for urgent matters is telephone or in-person. In the event of an emergency, You should call 911 or the nearest emergency room. You also acknowledge and understand that your email and MyChart messages may become part of your medical record.
- 7. Updates to Agreement.** Piedmont may modify the terms and conditions of this Agreement, including the Program offerings and Services, from time to time. Piedmont will notify You by email of material changes at least thirty (30) days before the effective date of the changes. Please make sure You have provided Piedmont your current email address so that You will receive notice of any material changes. If You do not agree with the proposed changes, You should discontinue your participation in the Program in accordance with Section 4 of this Agreement before the effective date of the change.
- 8. Entire Agreement.** The undersigned agrees to the terms of this Agreement which are expressed herein. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements or understandings between the parties with respect to the subject matter of this Agreement.
- 9. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Georgia.
- 10. Severability.** If for any reason any provision of this Agreement is deemed by a court of law to be legally invalid or unenforceable, the validity of the remaining provisions shall not be affected, and the Agreement shall be considered modified and amended to the extent necessary to comply with the law.

**11. Assignment.** This Agreement, and any rights You may have under it, may not be assigned or transferred by You to any other individual and any such attempt to assign or transfer this Agreement shall be null and void.

**12. Medical Care Services Excluded from the Membership Fee.** The Membership Fee covers only the defined Services described in Section 2. All other services will be the financial responsibility of You and/or your insurer, including the basic annual physical upon which the Annual Wellness+ Physical expands, and any acute or urgent care visits accessed by an adult child. The Membership Fee will not impact any co-payments, co-insurance, or deductibles for such other services that you are required to pay pursuant to the terms of your insurance coverage, or any amounts owed under Piedmont's standard rates for self-pay patients. **You acknowledge and agree that this Agreement is not an insurance plan and not a substitute for health insurance or other health plan coverage.**

Patient Name: \_\_\_\_\_

Patient Signature: \_\_\_\_\_

Legal Representative Name  
& Relationship to Patient, if applicable: \_\_\_\_\_

Date: \_\_\_\_\_

Physician Name: \_\_\_\_\_

Physician Signature: \_\_\_\_\_

Physician Representative Name  
& Relationship to Physician, if applicable: \_\_\_\_\_

Date: \_\_\_\_\_

***Signature Page to Piedmont VIP Membership Agreement***