

**EMPOWER FAMILY MEDICINE  
MEMBER AGREEMENT**

**Empower Family Practice, L.L.C.**

This is an Agreement between Empower Family Medicine, L.L.C., a Georgia professional corporation, located at 209A Swanton Way Suite 101, Decatur, GA 30030, and you, (**Principal Member**). Melissa Black M.D. (**Physician**) serves in the capacity as an agent of Empower Family Medicine (**EFM**).

**PRINCIPAL MEMBER:** (Financially responsible party – patient, parent, adult child, guardian or employer.)

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

Primary Mailing Address: \_\_\_\_\_

Day Phone: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

**PATIENT MEMBERS:**

Please relist Principal Member if they will also be a patient. Do not list if parent or employer only.

Name	Address	Date of Birth

*(Please attach additional sheet if enrolling more than 4 patients.)*

**Background**

The Physician, who specializes in family medicine, delivers care on behalf of EFM, at the address set forth above. In exchange for certain fees paid by the Principal Member, EFM through its Physician, agrees to provide Patient Members with the Services described in this Agreement on the terms and conditions as follows.

**1. Definitions**

- A. Patient Member.** A Patient Member is defined as those persons for whom the Physician shall provide Services, and who are signatories to, or listed above as Patient Members, and incorporated by reference, to this agreement.
- B. Principal Member.** A Principal Member is defined as the persons who are financially responsible for enrollment and membership fees. The Principal Member may or may not also be a Patient Member.
- C. Membership.** EFM is a physician-owned and managed medical practice. Membership in EFM is defined as eligibility for medical services, non-medical services, and Amenities as defined in Appendix 1.
- D. Physician.** A Physician is an independent contractor. EFM provides services through its Physician.

- E. Services.** As used in this Agreement, the term Services, shall mean a package of services and both medical, non-medical (collectively “Services”) as defined in Appendix 1 included in the price of membership.
  - F. Amenities.** As used in this Agreement, the term Amenities, shall mean services provided for a fee separate from the enrollment and monthly membership fee, billable directly to the Patient Member. A list of Amenities is provided in Appendix 1.
- 2. Service Provision.** In exchange for an initial enrollment and monthly membership fee paid by the Principal Member, EFM shall provide medical and non-medical Services for Patient Members as outlined in Appendix 1.
  - 3. Services Excluded.** Membership in EFM does not include immunizations, medical devices, emergency medical services, hospital care, radiology, or other specialty healthcare needs. Referrals may be made for these services when necessary.
  - 4. Fees.** EFM will not bill or be responsible to submit or collect any health insurance benefits for any services rendered under the Membership. The Principal Member shall be responsible for the following costs:

    - A. Initial Enrollment Fee.** The Principal Member shall pay an Initial Enrollment Fee of \$150.00 to activate each Patient Member’s participation. The Initial Enrollment Fee shall be paid upon execution of this Agreement on or before the date of initial consultation. The Initial Enrollment Fee includes an initial visit, history and physical exam, and Services as noted in Appendix 1 for the remainder of that month.
    - B. Monthly Membership Fee.** The Principal Member shall pay a recurring membership fee of \$75.00 per month billed on the first day of each month beginning the month after the initial enrollment and consultation. The monthly membership fee shall be automatically renewed.
  - 5. Payment. Preferred method of payment is recurring monthly credit card charge.** Please complete the credit or debit card authorization form along with this Agreement. Discuss with EFM if you prefer alternate methods of payment such as monthly bank withdrawal. The Principal Member shall pay to EFM an Initial Enrollment Fee, as well as a Monthly Membership Fee which shall be charged via the preferred method of payment. The Monthly Membership Fee shall be automatically charged from the credit card account on the first day of each month, beginning in the month following enrollment. **Payment for Amenities** including but not limited to lab work, acupuncture, dermatologic, gynecologic and other procedures, are billed to the Patient Member at the time of service via credit or debit card transaction only. **Cash or check payments are not accepted.**
  - 6. Terms.** This Agreement shall commence on the date signed by the parties below and shall continue for a period of one month, automatically renewed.
  - 7. Non-Participation in Insurance.** Patient Member acknowledges that neither EFM, nor the Physician participate in any health insurance or HMO plans or panels and has opted out of Medicare. Neither of the above make any representations whatsoever that any fees paid under this Agreement are covered by your health insurance or other third party payment plans applicable to the Patient or Principal Member. The Patient Member shall retain full and complete responsibility for any such determination. If the Patient Member is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then Patient Member will sign a separate agreement acknowledging that any services provided by EFM are not reimbursed by Medicare. Medicare cannot be billed for any services

performed for you by the Physician. You the Patient Member, agree not to bill Medicare or attempt Medicare reimbursement for any such services. Patient Member shall renew and sign a separate Medicare Opt Out agreement annually.

- 8. Insurance or Other Medical Coverage.** Principal and Patient Members acknowledge and understand that this Agreement is not an insurance plan, and is not a substitute for health insurance or other health plan coverage (such as membership in an HMO). Membership in EFM will **not** cover hospital services, or any services not personally provided by EFM, or its Physicians. Patient Member acknowledges that EFM has advised that Patient Member obtain or keep in full force such health insurance policy(ies) or plans that will cover Patient Member for general healthcare costs. Principal and Patient Members acknowledge that this Agreement is not an Agreement that provides health insurance, and this Agreement is not intended to replace any existing or future health insurance or health plan coverage that Patient Member may carry.
- 9. Termination.** This Agreement will commence on the date first written above and will extend monthly thereafter. Notwithstanding the above, Principal/Patient Member and EFM shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination, upon giving 30 days prior written notice to the other party. Unless previously terminated as set forth above, at the expiration of the initial month's term (and each succeeding monthly term), the Agreement will automatically renew for successive monthly terms upon the payment of the monthly fee at the beginning of the Agreement month.
- 10. Refunds.** EFM does not refund membership or enrollment fees. If termination is requested by either Principal Member, Patient Member, or EFM, it will become effective 30 days after notice of termination. Any membership fee usually billed in those 30 days will be applied without refund. Upon notice of termination, Patient Member may continue to access Services until the last day of the month which has been paid. For example, if notice of termination is given on June 15<sup>th</sup>, billing will continue for 30 days with the last bill for monthly membership issued on July 1<sup>st</sup>, and the last day of service would be July 31<sup>st</sup>.
- 11. Cancelled Appointments.** Patient Member shall be charged \$25 if a Patient Member cancels his or her appointment within 24 hours of the scheduled appointment or otherwise fails to attend the scheduled appointment. The fee will be \$150 for a new patient appointment that is missed or cancelled within 24 hours of the scheduled appointment time (advance payment is non-refundable). Three unexplained no-shows in the span of one year will result in termination of membership.
- 12. Communications.** Patient Member acknowledges that communications with the Physician using email, facsimile, video chat, instant messaging, and telephone are not guaranteed to be secure or confidential methods of communication. As such, the Patient Member expressly waives the Physician's obligation to guarantee confidentiality with respect to correspondence using such means of communication. You acknowledge that all such communications may become a part of your medical record.

By providing an email address, Patient Member authorizes the EFM, and its Physicians to communicate with Patient Member by email regarding their "protected health information" (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations) By inserting an email address in Exhibit A, Patient Member acknowledges that:

- A. Email is not necessarily a secure medium for sending or receiving PHI and, there is always a possibility that a third party may gain access;

- B. Although the Physician will make all reasonable efforts to keep email communications confidential and secure, neither EFM, nor the Physician can assure or guarantee the absolute confidentiality of email communications.
- C. Email communications may be made a part of Patient Member's permanent medical record; and,
- D. Patient Member understands and agrees that email is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information.

**In the event of an emergency, or a situation in which the member could reasonably expect to develop into an emergency, Patient Member shall call 911 or the nearest emergency room, and follow the directions of emergency personnel.**

If Patient Member does not receive a response to an email message within one day, Patient Member agrees to use another means of communication to contact the Physician. Neither EFM, nor the Physician will be liable to Patient Member for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Patient Member as a result of technical failures, including, but not limited to, (i) technical failures attributable to any internet service provider, (ii) power outages, failure of any electronic messaging software, or failure to properly address email messages, (iii) failure of the EFM's computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of email communications by a third party; or (v) Patient Member's failure to comply with the guidelines regarding use of email communications set forth in this paragraph.

- 13. Medical Records.** Member shall pay for the cost of all copies of his or her medical records requested by them. Copying cost is \$0.50 per page.
- 14. Change of Law.** If there is a change of any law, regulation or rule, federal, state or local, which affects the Agreement including these Terms & Conditions, which are incorporated by reference in the Agreement, or the activities of either party under the Agreement, or any change in the judicial or administrative interpretation of any such by federal, state, or local law or regulation ("Applicable Law"), and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights, obligations or operations associated with the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Agreement including these Terms & Conditions. If the parties are unable to reach an agreement concerning the modification of the Agreement within 45 days after the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.
- 15. Severability.** If for any reason any provision of this Agreement shall be deemed, by a court of competent jurisdiction, to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the Agreement shall not be affected, and that provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.
- 16. Reimbursement for services rendered.** EFM does not provide refund or reimbursement for any services rendered by EFM.
- 17. Amendment.** No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, EFM may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation ("Applicable Law") by sending Principal and Patient Members 30 days advance written notice of any such change. Any such

changes are incorporated by reference into this Agreement without the need for signature by the parties and are effective as of the date established by EFM, except that Patient Member shall initial any such change at EFM' request. Moreover, if Applicable Law requires this Agreement to contain provisions that are not expressly set forth in this Agreement, then, to the extent necessary, such provisions shall be incorporated by reference into this Agreement and shall be deemed a part of this Agreement as though they had been expressly set forth in this Agreement.

- 18. Assignment.** This Agreement, and any rights Principal or Patient Member may have under it, may not be assigned or transferred by Principal or Patient Member.
- 19. Relationship of Parties.** Patient Member and the Physician intend and agree that the Physician, in performing his/her duties under this Agreement, is an independent contractor, as defined by the guidelines promulgated by the United States Internal Revenue Service and/or the United States Department of Labor, and the Physician shall have exclusive control of his work and the manner in which it is performed.
- 20. Legal Significance.** Patient Member acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Patient Member also acknowledges having had a reasonable time to seek legal advice regarding the Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of the Agreement.
- 21. Notices.** All notices and information relating to this Agreement and Plan shall be provided in writing and delivered to the mailing address of the Principal/Patient Members indicated on page 1 of this Agreement or, if to EFM, delivered to the address provided below: Empower Family Medicine LLC, 209A Swanton Way, Suite 101, Decatur, GA 30030. All written notices are deemed served if sent to the address of the party written above or appearing in Exhibit A by first class U.S. mail.
- 22. Applicability.** This Agreement is intended solely for the benefit of the Principal Member and Patient Members whose names are indicated on this Agreement. EFM reserves the right to exclude any individual from participation in Membership. All Principal and Patient Members shall sign this Agreement, thereby consenting to and agreeing to all of the terms and conditions of this Agreement. A parent or guardian shall sign on behalf of all minors or incapacitated parties who are under this Agreement. All parents or guardians of minors or incapacitated persons who are listed as Patient Members, further agree to be financially responsible for all cost and services provided to such minor and/or incapacitated person.
- 23. Counterparts.** To respect the privacy of each Patient Member, this Agreement may be executed with multiple copies of this Page 6, each of which shall indicate the signature of a separate adult Patient Member, and all of which shall be deemed to be integral parts of this Agreement.
- 24. Miscellaneous;** This Agreement shall be construed without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. Captions in this Agreement are used for convenience only and shall not limit, broaden, or qualify the text.
- 25. Entire Agreement:** This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter of this Agreement.

**26. Jurisdiction:** This Agreement shall be governed and construed under the laws of the State of Georgia and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for EFM's address in Decatur, Georgia.

The parties have signed duplicate counterparts of this Agreement on the date first written above.

Signed & Dated,

Principal Member

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

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

Patient Member

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

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

Founder, EFM LLC

Sign: \_\_\_\_\_

Print:   Melissa Black M.D.  \_\_\_\_\_

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

**EXHIBIT A**

**Electronic Communications**

Principal and Patient Members have acknowledged that electronic correspondence including email, instant messaging of any kind, video chat or telephone communications may not be secured and information exchanged by these methods may be accessible by others. For exchange of private, protected health information, Patient Members are advised to speak in person with their physician or utilize the secured, patient portal.

**Principal Member**

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

Email: \_\_\_\_\_

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

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

**Patient Member**

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

Email: \_\_\_\_\_

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

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

## Appendix 1

### Medical Services.

As used in this Agreement, the term Medical Services shall mean those medical services, provided by EFM, that the Physician, him/herself is licensed and permitted to perform under the laws of the State of Georgia that are consistent with his/her training and experience as a family medicine physician, as the case may be. Membership in EFM includes the following Medical Services:

**1. Primary Health Care Services:** EFM shall provide office-based Medical Services to the Patient Members listed on page 1 of this Agreement (in accordance with the limitations of Paragraph 3 below).

**A. Well/preventive office visits**, which are visits for the preservation of physical and mental wellness, discussion of preventive guidelines, nutrition and exercise.

**B. Treatment of immediate problems**, including but not limited to treatment of sore throats, coughs, colds, and minor injuries.

**C. Management of long-term medical conditions** including but not limited to, asthma, diabetes, and high blood pressure.

**D. Care coordination** to assist other health team members by organizing and forwarding pertinent information from primary exams for use by specialists for laboratory tests and x-rays, among other specialized treatment needs.

**2. Urgent Medical Care.** A Patient Member who has an acute illness or is otherwise in need of urgent medical care for a condition which is not life-threatening and who calls EFM's membership phone number at (404) 981-8833 between Monday and Friday before 2:00 PM or on a weekend or holiday before 12:00 noon, shall receive a return call from a physician at EFM before 5:00 p.m. that same day. The majority of calls will be returned within 60 minutes, unless the Physician is with a patient. After a telephone consultation with the Patient Member, the Physician will determine, within his/her sole discretion, whether the illness or medical condition requires same-day physician care. If same-day physician care is warranted, arrangements will be discussed with the Patient Member to determine whether an office visit, phone visit, web video visit, Urgent Care or Emergency Room visit is most appropriate. If same-day care is not warranted in the Physician's discretion, the Patient Member shall be scheduled for an appointment on the next calendar day which is not a weekend day or holiday as soon as possible.

**3. Physician Absence.** The Physician may from time to time, due to vacations, sick days, and other similar situations, not be available to provide the services referred to in Appendix 1. During such times, Patient Member calls to the Physician will be routed to a message indicating absence from duty and what time full service is expected to resume. If Patient Members have a concern which is urgent and the Physician is absent from duty, they should proceed to the nearest urgent or emergent care facility.

### Non-Medical Services.

EFM shall also provide Patient Member with the following Non-Medical services ("Non-Medical Services"):

**1. Continuous Access.** Patient Member shall have access to the Physician via direct telephone, email and patient portal on a continuous basis as best possible. During routine visits Patient Members will receive training on how best to communicate needs with the physician, such that non urgent needs are communicated during business hours and urgent needs are directly called whenever necessary. In the

uncommon event that the Physician is off duty due to illness, vacation or other unforeseen emergency, Patient Members will have continuous access to their online patient portal so their medical record is available for review by an alternative healthcare provider whenever necessary.

**2. Email Access.** Patient Member shall be given the Physician's email address to which non-urgent communications can be addressed. Such communications shall be dealt with by the Physician or staff member of the EFM in a timely manner. Patient Member understands and agrees that email and the internet should never be used to access medical care in the event of an emergency, or any situation that Patient Member could reasonably expect may develop into an emergency. Patient agrees that in such situations, when a Patient cannot speak to Physician immediately in person or by telephone, that Patient shall call 911 or the nearest emergency medical assistance provider, and follow the directions of emergency medical personnel.

**3. No Wait or Minimal Wait Appointments.** Every effort shall be made to assure that Patient Member is seen by the Physician immediately upon arriving for a scheduled office visit or after only a minimal wait.

**4. Same Day/Next Day Appointments.** When Patient Member calls or emails the Physician **prior to noon** on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule an appointment with the Physician on the same day. If the patient calls or emails the Physician **after noon** on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule Patient's appointment with the Physician on the following normal office day. In any event, however, EFM shall make every reasonable effort to schedule an appointment for the Patient Member on the same day that the request is made.

**5. Home Visits.** Home visits to homebound elderly Patient Members within the City of Decatur may be made on a limited basis at the discretion of the Physician.

**6. Specialists.** EFM Physician shall coordinate as needed with medical specialists to whom Patient Member is referred to assist Patient Member in obtaining specialty care. Patient Member understands that fees paid under this Agreement do not include and do not cover specialists' fees or fees due to any medical professional other than the EFM Physician.

#### **Amenities**

Amenities include medical procedures requiring medical supplies. Amenities are offered at a separate fee from enrollment and membership fees. Amenities may include but are not limited to lab work, tuberculosis screening (PPD), ear irrigation, skin biopsy, skin lesion removal, wound care, laceration repair, suture or stitch removal, pap smear, fecal occult blood testing, trigger point injection, joint aspiration, joint injection, EKG, and acupuncture. A fee scale for Amenities is available in the clinic and is subject to change at any time.