

## **LOGINCLINICS** **MEMBERSHIP AGREEMENT**

This Membership Agreement (“Agreement”) specifies the terms and conditions under which you, the undersigned member (“Member”), may participate in the LoginClinics Concierge Medicine Program (“Program”). The Agreement will become effective as of the date set forth by LoginClinics, PLLC (“LoginClinics”) at the end of this Agreement (the “Effective Date”).

### **The Program**

The Program includes the following amenities (“Amenities”) to persons who sign up as Members. Please check the plan you wish to participate in:

- Urgent Care Family Plan** \$25/month. \$10 copay at time of each visit.
  - For simple medical conditions like sore throat, rash, cough and congestion, fever, sinus infections, urinary infections, cold and flu, bronchitis, allergies, shingles, temporary refills, backaches, pink eye, yeast infections, etc.
  - Available for all immediate family members living in the same house
  
- Subscription Concierge Plan:** \$50/month. \$150 first year enrollment, \$50 yearly thereafter.
  - 20 minute free consultation with board-certified therapist Sarah Harris
  - Unlimited email access via LoginClinics patient portal. Returned in up to 48 hours.
  - Monthly “check-in” appointment and goal discussion/revision
  - Up to TWO telehealth appointments per month; phone or video (additional appointment in excess of this \$50 per incident)
  
- Executive Concierge Plan:** \$100/month. \$150 yearly enrollment, \$50 yearly thereafter.
  - 20 minute free consultation with board-certified therapist Sarah Harris
  - Unlimited email access via LoginClinics patient portal, answered same day during business hours (9am - 5pm)
  - Monthly “check-in” appointment and goal discussion/revision
  - Up to FOUR telehealth appointments per month; phone or video (additional appointment in excess of this \$50 per incident)

- Direct Concierge Plan:** \$200/month. \$150 yearly enrollment, \$50 yearly thereafter.
  - 20 minute free consultation with board-certified therapist Sarah Harris
  - Unlimited email access via LoginClinics patient portal, answered same day during business hours (9am - 5pm)
  - Monthly “check-in” appointment and goal discussion/revision
  - Unlimited telehealth appointments; phone or video
  - HIPAA compliant text messaging as needed

LoginClinics will provide and/or make arrangements for Members to receive the Amenities through a concierge healthcare provider (“Concierge Healthcare Provider”). The Amenities include both non-healthcare service amenities and health-related services not covered by insurance. Other service amenities may be offered from time to time, and these may be subject to limitations. Note: Some Amenities require payment of a co-payment or additional charges. For example, Members will be charged an additional \$75 per hour for cellular phone conversations after office hours (after 5pm and before 9am) and it will be by the doctor’s discretion or other services provided by their Concierge Healthcare Provider that are not covered by insurance, such as personal assistance with other appointments and needs (this fee will be prorated based upon each fraction of an hour you spend with your Concierge Healthcare Provider).

### **Concierge Healthcare Provider**

You understand and acknowledge that healthcare providers participating in the Program may change from time to time and that from time to time.

### **Annual Membership Fee**

Members will pay an annual fee to LoginClinics. The current fee is \$125 per member. This fee includes the initial telephone consultation, enrollment document review, medical record review and establishment of the patient electronic health record and portal. At the end of the record review, an appointment will be established for the medical provider and patient that will result in a healthcare summary document being delivered as well as a written medical summary health care plan that both the client and the provider develop together.

## Credit Card Information

INCLUDE YOUR PAYMENT WITH THE SIGNED MEMBERSHIP AGREEMENT

## Membership Billing

Unless LoginClinics is otherwise instructed by you, your credit card will automatically be charged the monthly concierge fee on the first of every month and will be prorated for the first month. Additionally, your membership fee will renew annually thirty (30) days before the annual termination date of your membership.

*If you are paying your membership fee by check, please make your check payable to LoginClinics, PLLC.*

Credit Card Type   American Express   MasterCard   Visa  HSA/FSA Card \_\_\_\_\_

Name on Card: \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CVV: \_\_\_\_\_

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

## Renewals and Termination

The annual membership fee covers a period of one year. Failure to pay the renewal annual membership fee within thirty (30) days from the anniversary of the Effective Date shall result in termination of your membership in the Program. (For example, if the Effective Date is May 15<sup>th</sup>, 2007 then you must renew on or before June 14, 2008). Either LoginClinics or you may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party. Upon such termination of this Agreement, you will be entitled to a prorated refund of your annual membership fee (minus a \$1,000.00 administrative fee if termination is within six (6) months of the Effective Date. Such prorated refund will be based on the number of days you have participated in the Program. Further, upon LoginClinics' receipt of this Agreement and the membership fee, LoginClinics shall have the option, in its sole and absolute discretion, not to accept this Agreement and to refund your entire payment (e.g., due to limitations on the number of Members).

## Medical Care Services Excluded from Annual Membership Fee

The membership fees specified above cover only the defined Amenities, which are not covered services under insurance plans. In the case where medical care services are provided to you and are either covered under your insurance plan or are excluded from the Program you and/or your insurer, as the case may be, will be financially responsible for paying for all such healthcare and medical care services. LoginClinics will bill you and/or your insurer, as the case may be, for such other medical or health care services provided to you.

## Co-Payments

The membership fee does not affect the co-payments, co-insurance or deductibles that you are required to pay pursuant to the terms of your health or other insurance coverage. You will be financially responsible for any co-payments, co-insurance or deductible amounts required by your insurance.

## E-mail Communications; Privacy

If you wish to send e-mail communication to and receive e-mail responses from your Concierge Healthcare Provider and/or his or her employees, agents and representatives, including LoginClinics, you should be aware that e-mail is not a secure medium for sending or receiving potentially sensitive personal health information. Although LoginClinics and each Concierge Healthcare Provider will take steps to keep your communications with LoginClinics and/or the Concierge Healthcare Provider and/or their respective employees, agents and representatives, confidential and secure, the confidentiality of e-mail communications cannot be assured or guaranteed. You also acknowledge and understand that e-mail is **not** a good medium for urgent or time-sensitive communication. In the event a communication is time-sensitive, you must communicate with your Concierge Healthcare Provider by telephone or in person. You acknowledge and understand that, at the discretion of your Concierge Healthcare Provider, your e-mail may become part of your permanent medical record.

## Entire Agreement

Each of the undersigned agrees to the terms of this Agreement, all of which are expressed herein. There are no promises or representations except as set forth herein.

## Notices

Any communication required or permitted to be sent under this Agreement shall be in writing and sent via facsimile, via certified mail, return receipt requested, or provided via hand delivery, to the addresses set forth below. Any change in address shall be communicated in accordance with the provisions of this section.

## Governing Law

The laws of the State of North Carolina shall govern the validity, interpretation and performance of this Agreement without giving effect to the principles of comity or conflicts of laws thereof.

## ARBITRATION

You and LoginClinics agree that any dispute, claim or controversy arising out of or relating in any way to the provision of services received shall be determined by binding arbitration instead of in courts of general jurisdiction. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court, however, we agree to cooperate with each other to agree to reasonable discovery in light of the issues involved and amount of the claim. Arbitrators can award the same damages and relief that a court can award, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court. You knowingly and intelligently agree that you and LoginClinics are each waiving the right to a trial by jury or to participate in a class action.

If you desire to assert a claim against LoginClinics, and you therefore elect to seek arbitration, you must first send to LoginClinics, by certified mail, a written notice of your claim ("Arbitration Notice"). The Arbitration Notice to LoginClinics, should be addressed to: 104 S. White Street, Suite 140, Wake Forest, NC 27587 ("Notice Address"). If LoginClinics desires to assert a claim against you and therefore elects to seek arbitration, it will send, by certified mail, a written Arbitration Notice to the most recent address we have on file or otherwise in our records for you.

## **Amendments and Waivers**

This Agreement may only be revoked, altered, amended, or modified by the written agreement of both parties hereto. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the party against whom such waiver is sought. One or more waivers of any covenant or condition of this Agreement by any of the parties hereto shall not be construed as a waiver of any subsequent breach or of other covenants or conditions.

## **Section Headings**

Any section, section title or caption contained in this agreement is for convenience only, and in no way defines, limits or describes the scope or intent of this Agreement or any of the provisions hereof.

## **Invalid Provisions**

The invalidly or unenforceability of any particular provision of this Agreement shall not affect any other provision hereof. This Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

## **Counterparts**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute a single Agreement.

## **Change of Law**

If there is a change of any state or federal law, regulation, or rule that affects this Agreement or the activities of either party under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of this Agreement within the earlier of 45 days after the date of the notice seeking renegotiation or the effective date of the change, or if

the change is effective immediately, then either party may immediately terminate this Agreement by written notice to the other party.

## CONSENT

BY SIGNING YOUR NAME BELOW, YOU AUTHORIZE:

(i) LOGINCLINICS, AND/OR ITS PHYSICIANS, STAFF, EMPLOYEES, AGENTS AND REPRESENTATIVES, TO SHARE YOUR CONFIDENTIAL PERSONAL HEALTH INFORMATION WITH OTHER TREATING PHYSICIANS, HOSPITALS, HEALTH CARE FACILITIES, AND LICENSED HEALTH CARE PRACTITIONERS FOR THE PURPOSE OF PERFORMING LOGINCLINICS' OBLIGATIONS UNDER THE AGREEMENT.

(ii) LOGINCLINICS AND OR ITS PHYSICIANS, STAFF, EMPLOYEES, AGENTS AND REPRESENTATIVES, TO RELEASE ANY MENTAL HEALTH, SUBSTANCE ABUSE AND HIV/AIDS INFORMATION CONTAINED IN YOUR PERSONAL HEALTH INFORMATION, BUT ONLY IF LOGINCLINICS FIRST OBTAINS YOUR SEPARATE, WRITTEN CONSENT TO DO SO. ADDITIONALLY, AFTER RECEIVING YOUR CONSENT TO DO SO, LOGINCLINICS SHALL ONLY RELEASE SUCH MENTAL HEALTH, SUBSTANCE ABUSE AND HIV/AIDS INFORMATION FOR TREATMENT, PAYMENT AND HEALTH CARE OPERATIONS PURPOSES.

(iii) LOGINCLINICS AND/OR ITS PHYSICIANS, STAFF, EMPLOYEES, AGENTS AND REPRESENTATIVES, TO SEND YOUR PERSONAL HEALTH INFORMATION TO YOU VIA E-MAIL TO THE E-MAIL ADDRESS LISTED BELOW UPON YOUR REQUEST. ALTHOUGH LOGINCLINICS WILL TAKE STEPS TO KEEP YOUR COMMUNICATIONS CONFIDENTIAL AND SECURE, THE CONFIDENTIALITY OF E-MAIL COMMUNICATION CANNOT BE ASSURED OR GUARANTEED.

LOGINCLINICS POLICIES AND PRACTICES GOVERNING ITS USE AND DISCLOSURE OF PERSONAL HEALTH INFORMATION ARE AVAILABLE TO YOU UPON REQUEST, AND SUCH POLICIES AND PRACTICES MAY BE CHANGED AS NECESSARY LOGINCLINICS AS CONTAINED THEREIN. YOU MAY REQUEST THAT LOGINCLINICS RESTRICT THE USE OR DISCLOSURE OF YOUR PERSONAL HEALTH INFORMATION TO ONLY TREATMENT, PAYMENT AND HEALTH CARE OPERATIONS PURPOSES. YOU MAY REVOKE THIS CONSENT AT ANY TIME BY PROVIDING WRITTEN NOTICE TO LOGINCLINICS IN ACCORDANCE WITH

THIS AGREEMENT. HOWEVER, IF LOGINCLINICS HAS TAKEN ANY ACTION IN RELIANCE ON YOUR PREVIOUSLY UNREVOKED CONSENT (FOR EXAMPLE IF LOGINCLINICS HAD RELEASED YOUR PERSONAL HEALTH INFORMATION TO YOUR INSURANCE COMPANY AS PART OF A CLAIM FOR REIMBURSEMENT) YOUR REVOCATION OF THIS CONSENT SHALL NOT APPLY TO SUCH PREVIOUS ACTIONS TAKEN BY LOGINCLINICS.

The undersigned Member acknowledges that he or she freely and voluntarily executed this Membership Agreement.

**Member's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**E-Mail address:** \_\_\_\_\_



**CONCIERGE MEMBER INFORMATION**

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

Last Name	First Name	Middle Initial
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Address: \_\_\_\_\_ Apt#: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

Age: \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Social Security #: \_\_\_\_\_-\_\_\_\_-\_\_\_\_\_

Phone: (\_\_\_\_)\_\_\_\_-\_\_\_\_ Cell Phone: (\_\_\_\_)\_\_\_\_-\_\_\_\_\_

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

What is your preferred method of communication? \_\_\_\_\_

Patient Occupation: \_\_\_\_\_ Employed By: \_\_\_\_\_

Business Address: \_\_\_\_\_ Business Phone: (\_\_\_\_)\_\_\_\_-\_\_\_\_\_

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

Last Name	First Name	Initial
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Age: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Social Security #: \_\_\_\_\_-\_\_\_\_-\_\_\_\_\_

Spouse's Occupation: \_\_\_\_\_ Employed By: \_\_\_\_\_

Number of Children: \_\_\_\_\_ Whom may we thank for referring you? \_\_\_\_\_

In case of emergency who should be notified? \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_-\_\_\_\_\_

**ALLERGIES AND REACTION**

*Medication or Food*

*Reaction (hives, rash, swelling, anaphylaxis)*


**MEDICATIONS**

<b>Name</b>	<b>Dose (mg, mcg, mL)</b>	<b>Frequency</b>

**SURGICAL HISTORY**

Type	Year	Location/Surgeon

**HEALTH CONDITIONS** *(circle those which apply)*

High Blood Pressure    Coronary Artery Disease    Renal Insufficiency    Anxiety    Depression  
 High Cholesterol    Liver Disease    Macular Degeneration    Hard Of Hearing    Lung Disease    COPD  
 Asthma    Former Smoker    Current Smoker    Vascular Disease    Arthritis    Hemorrhoids    ADHD  
 Gastric Reflux    Allergies    Kidney Stones    Diverticulitis    Varicose Veins    Gout    Autoimmune  
 Disease    High Heart Rate    Low Heart Rate    Dementia    Parkinsons'    Neurologic Diseases  
 Pancreatitis    Gall Stones    Obesity    Mental Health Problems    Blood Disorders    Atrial Fibrillation  
 Skin Conditions    Eczema    Psoriasis    Bipolar Disorder    Migraine Headaches    Stroke    TIA  
 Arterial Insufficiency    Venous Insufficiency    Aneurysms    Heart Murmur    Mitral Valve Prolapse  
 Cancers (describe type and treatment year and type)\_\_\_\_\_

Other  
 History\_\_\_\_\_

**YOUR CURRENT MEDICAL PROVIDERS**

Name	Address	Phone No	Fax No	Specialty

**FOR INTERNAL USE**

**ACCEPTED BY LOGINCLINICS, PLLC**

**Signature:** \_\_\_\_\_ (Effective Date) \_\_\_\_\_  
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