

## **Membership Contract**

**Dear Patient:**

Personalized Primary Care Atlanta, LLC (“PPC Atlanta”) is committed to delivering high quality healthcare services to each and every patient. PPC Atlanta treats far fewer patients per full-time doctor than the average primary care practice. This low patient to doctor ratio is a benefit not available with traditional health insurance reimbursement, and it allows us to be more responsive to your healthcare needs both during and between office visits.

PPC Atlanta appreciates that patients may desire to purchase service amenities above and beyond what is covered by health insurance and managed care programs. In response to this need we are pleased to provide you with these amenities to complement your insurance-covered healthcare services. If you would like to join our **PPC Atlanta Amenity** please review our Program Agreement (“Agreement”) outlined below and provide your signature in the space provided.

Sincerely,

Juliet K. Mavromatis MD, FACP and Phyllis S. Tong, MD, FACP

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**Patient Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

I am requesting services by Personalized Primary Care Atlanta and agree to the following terms and conditions:

**Personalized Primary Care’s Amenity Program**

The Program’s Annual Fee includes these enhanced service amenities that supplement insurance-covered healthcare benefits:

- Unhurried office visits, including a 60 to 90-minute Annual Comprehensive Health Assessment with **Extended Laboratory Preventive Screening**<sup>1</sup> beyond or more frequently than what Medicare and/or insurance cover. Additional, further, and more frequent wellness visits and related communication may also be provided.

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<sup>1</sup> Insurance or Medicare covered elements of your annual physical and screening lab work, along with preventative medical services provided by those plans, will be submitted for reimbursement and are not part of your annual fee.

- Analysis of clinical data stored in a computer or online, administration and interpretation of health risk assessment instruments, and helping the patient organize and implement their personal health information and electronic health records on computer platforms with related online/telehealth/ehealth services and support beyond any applicable Medicare or insurance plan coverage.
- Courtesy visits are possible to close-by Emory hospitals if hospitalized for more than 72 hours.
- Direct cell phone access to your personal physician 24-7 not limited to prior office visits or related office visits but rather intended to provide non-covered education and support regarding wellness, fitness, and health
- Direct e-mail access to your personal physician 7 days a week, not limited to prior office visits or related office visits, but rather intended to provide non-covered education and support regarding wellness, fitness, and health
- Same or next business day appointments
- Reduced office wait-times
- Availability to conduct family care conferences appropriately billed to Medicare when applicable.
- Education, coordination, and support of home care services
- Extended Laboratory Preventive Screening (not covered by insurance as part of a wellness exam and included in your annual fee). If you are covered by Medicare, we will also provide you an Annual Wellness Visit and other covered preventative care in addition to our screening services at no additional charge to you.
  - Hemoglobin A1C (three-month average blood sugar testing)
  - Ferritin
  - Vitamin B12
  - Vitamin D
  - Hs-CRP test (test of “inflammation”)
  - Expanded lipid panel with particle size and density determination

One-half of your Annual Fee shall cover the Annual Comprehensive Health Assessment with the Extended Laboratory Preventive Screening (our version of an annual physical exam). The other half of your fee shall cover the other above-referenced amenities. These amenities are not intended to encourage additional medical utilization or increased medical billing for the patient, but rather are intended to provide the patient a broader array of health and wellness options, education, and support. Our private fee amenities are intended to decrease the need for medical care or plan utilization.

Should you require hospital admission, hospital care will be delivered by a designated hospital medicine specialist, with involvement and help with transition care coordination by your personal physician—Dr. Mavromatis or Dr. Tong. Dr. Mavromatis and Dr. Tong will cover for one another during their scheduled time off, including vacation time and time for professional development and conferences.

**Annual Fee:**

**I understand and agree to pay the Fee selected below for the above-described amenities included in Personalized Primary Care Atlanta's medical practice that are not covered by health insurance. I agree not to submit any part of the Fee to any insurance plan or Medicare for reimbursement.**

**Individual Membership**

- \$1,750 per year per individual
- \$480 per quarter per individual (Quarterly Plan)

**Family Membership**

(Adult couple and dependent children ages 16 to 26 years old)

- \$3,150 per year per family
- \$860 per quarter per family (Quarterly Plan)

**Payment Options:**

Annual payment in full at the time of enrollment with annual renewal is our preference.

A quarterly payment plan is available for those who prefer this option. A minimum commitment of one quarter (excluding the Annual Comprehensive Health Assessment) or two quarters (including the Annual Comprehensive Health Assessment) is required.

We required that all membership payments be automated using either a credit card or direct ACH payment from your bank.

**Refunds**

Refunds will be prorated to the nearest month of enrollment with minimum commitments as noted: three-month minimum before your Comprehensive Annual Health Assessment and six-month minimum after your Comprehensive Annual Health Assessment.

**Renewals and Termination:** The term of this Agreement shall be one (1) year from the Effective Date and shall automatically renew for every one (1) year period thereafter unless either party gives written notice of termination of the agreement 30 days prior to the anniversary date of the Agreement. I understand that failure to pay renewal of the annual membership fee prior to the anniversary of the Effective Date may result in termination of my membership in PPC Atlanta.<sup>2</sup> I understand that failure to make timely quarterly payment of my membership fee may result in termination of my membership in PPC Atlanta.<sup>3</sup>

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<sup>2</sup> If terminating from the program you must sign a HIPAA compliant request to have your records transferred to your new physician. One copy of your records will be provided to your physician at no charge. Any additional copies of your records will be charged for at then current rates. PPC Atlanta will provide contact information for local physicians accepting new patients for primary care and will attempt to facilitate your care transition to the best of our ability.

<sup>3</sup> Failure to renew or to make quarterly payment in a timely fashion will be taken as your decision to immediately establish yourself with a new physician. Your physician will provide emergency care only for 30 days after your termination from the program. After this time Dr. Mavromatis or Dr. Tong will no longer be responsible for any aspect of your medical care and you should see your new physician for all medical issues. You and/or your insurance company as the case may be, will be responsible for any charges incurred for emergency care provided during this time.

**Terms and Exclusions:**

I understand that the Annual Membership Fee payable to PPC Atlanta strictly covers healthcare, amenities and service that are not reimbursed or covered through the Medicare, Medicaid and third-party payers (health insurance) programs. As such, PPC Atlanta will not seek reimbursement for services provided as part of my Annual Membership Fee from Medicare, Medicaid, or any other third-party payer. I understand that I am solely financially responsible for payment of my Annual Membership Fee and that this fee is not reimbursable by my private insurance carrier, Medicare or Medicaid. However, some of the fees for my annual membership fee may be submitted to my health savings account (HSA), medical savings account (MSA) or flexible benefits account (FBA) for reimbursement but please consult a tax expert or your tax preparer for guidance in this regard.

I understand that I, or my insurance company, are responsible for all healthcare services that are traditionally covered by a health insurance program. These services exclude the services that are provided under my Annual Membership Fee. Regardless of health coverage, I understand that all co-payment, co-insurance and/or deductibles will apply as defined by my insurance policy. PPC Atlanta will bill my Payor for those services. In the event that the services are not covered by my Payor, I understand that I am responsible for payment.

**Non-Participating Provider:** Our practice is pleased to work with you as you navigate the complexity of health insurance. We will do our best to answer your questions and are available to help you sort through health insurance plans as you evaluate what works best for you and your family. However, if your health insurance does not participate with PPC Atlanta we may be unable to file your insurance claims using these carriers. Under such circumstance you will be responsible for a standard office visit charge of \$50. We will attempt to submit to your insurance carrier for the balance of our office visit charge and will write off any remaining patient balance this office visit fee. However, patients will be responsible for non-covered immunizations and laboratory fees, which we will attempt to submit to insurance for out of network reimbursement on your behalf. In addition, PPC will attempt to use in network laboratories to minimize your out of pocket costs.

A list of health plans that PPC Atlanta participates with will be available on our website. However, patients are encouraged to confirm participation prior to enrollment.

**Entire Agreement:** This Agreement constitutes the entire understanding of the parties with respect to the subject matter outlined in this Agreement. The undersigned agrees to the terms and conditions of this agreement and acknowledges there are no promises or representations except as specifically listed in this Agreement.

**Notices:** Notice from one party to the other shall be in writing and shall be deemed to have been duly given when delivered in person or sent via U. S. mail to the addresses listed in this Agreement.

**Governing Law:** This Agreement shall be governed by and constructed in accordance with the laws of the State of Georgia.

This Membership Contract is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, and is effective as of the \_\_\_\_\_ day of \_\_\_\_\_ between you, the undersigned Patient (“You”), and Personalized Primary Care Atlanta LLC (the “PPC Atlanta”) under which the PPC Atlanta will make certain medical and supportive services available to you which are not otherwise covered by commercial insurance, managed care, Medicare and other third party payers. By voluntarily entering into this Agreement and remitting the Annual Retainer Fee (as set forth below), you may participate in the PPC Atlanta’s Personalized Primary Care Program (the “Program”) for a period of twelve (12) months beginning on the Effective Date.

I, \_\_\_\_\_, agree to the terms and conditions herein.  
Patient Printed Name

I, further, acknowledge I understand the “Program,” that this is not an insurance product, and that I have been advised I will need to continue my own health insurance. I have read and agree to the terms of the PPC Atlanta’s payment policies.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Juliet K. Mavromatis, MD/ Phyllis S. Tong, MD

\_\_\_\_\_  
Date

PATIENT-PHYSICIAN EMAIL OR ELECTRONIC  
COMMUNICATIONS/TRANSMISSIONS AGREEMENT

Personalized Primary Care Atlanta, LLC (“PPC Atlanta”), a membership medical practice, and (“Patient”) herein enter into this agreement regarding the use of email or other electronic communications/transmissions:

1. Emails and other electronic communications/transmissions may be utilized for:
  - a. Prescription Refills;
  - b. Appointment scheduling;
  - c. Patient education; and
  - d. Online consultations.

2. The fees that will be assessed for the above shall be as follows:

| <u>Service</u>         | <u>Fee</u>                    |
|------------------------|-------------------------------|
| Prescription Refills   | Covered by annual fee/Amenity |
| Appointment scheduling | Covered by annual fee/Amenity |
| Patient education      | Covered by annual fee/Amenity |
| Online consultations   | Covered by annual fee/Amenity |

3. For all other Patient services, PPC Atlanta and Patient may use telephone (landline or mobile), facsimile, mail, or in-person office visits.
4. Under no circumstances shall email or electronic communications/transmission be used by Patient or PPC Atlanta in emergency situations. If Patient is in an emergency situation, Patient must call 9-1-1. Patient will not use e-mail to: seek an urgent appointment, ask questions about an urgent issue, or for any other time sensitive issue. If Patient has time sensitive issues I will contact Dr. Mavromatis/Dr. Tong or the PPC Atlanta directly by telephone or in person in the office.
5. PPC Atlanta values and appreciates Patient’s privacy and takes security measures such as encrypting Patient’s data, password-protected data files and other authentication techniques to protect Patient’s privacy. PPC Atlanta shall comply with HIPAA with respect to such communications.
6. Patient acknowledges that electronic communication platforms and portable data storage devices are prone to technical failures and on rare occasions Patient’s information or data may be lost due to technical failures. Patient nevertheless authorizes PPC Atlanta to communicate with Patient as set in this Notice. Patient shall hold harmless PPC Atlanta and its owners, officers, directors, agents, and employees from and against any and all demands, claims, and damages to persons or property, losses and liabilities, including reasonable attorney's fees, arising out of or caused by such technical failures that are not directly caused by PPC Atlanta.

7. PPC Atlanta will obtain Patient's express consent in the event that PPC Atlanta must forward Patient's identifiable information to any third party. Patient hereby consents to the communication of such information to (hospital) as is necessary to coordinate care and scheduling.

8. Patient acknowledges that Patient's failure to comply with the terms of this Agreement may result in PPC Atlanta terminating the email and electronic communications relationship, and may lead to the termination of the Membership Agreement.

9. Patient hereby consents to engaging in electronic and after-hours communications referenced in the Membership Agreement regarding Patient's personal health information (PHI). Patient may also elect to designate immediate family members and/or other responsible parties to receive PHI communications and exchange PHI communications with such designated family members and/or other responsible parties. Patient authorizes Dr. Mavromatis/Dr. Tong to communicate regarding Patient's PHI with\_\_\_\_\_. Patient acknowledges that all electronic communication platforms (including traditional e-mail), while convenient and useful in expediting communication, are also prone to technical failures and on occasion may be the subject of unintended privacy breaches, but Patient nevertheless authorizes Dr. Mavromatis/Dr. Tong to communicate with Patient via smartphones, tablets, computers, and landline telephones. Response times to electronic communication and authentication of communication sources involve inherent uncertainties. Patient nevertheless authorizes the PPC Atlanta to communicate with Patient regarding PHI via electronic communication platforms referenced in this Agreement, and with those parties designated by Patient as authorized to receive PHI. If Patient chooses to send PHI by non-secure e-mail, Patient authorizes Dr. Mavromatis/Dr. Tong or the PPC Atlanta to reply with personally identifiable PHI. Dr. Mavromatis/Dr. Tong will have sole discretion as to whether or not to reply to any e-mail communication and whether or not to open e-mail attachments. Patient understands that e-mails may become part of Patient's medical record. The PPC Atlanta will otherwise endeavor to engage in reasonable privacy security efforts to achieve compliance with applicable laws regarding the confidentiality of Patient's PHI and HIPAA compliance. **Patient's initials**\_\_\_\_\_

10. In any event, any of the following services performed by the PPC Atlanta shall not be charged: maintaining systems and recouping capital for data access, storage and infrastructure, or retrieval of electronic information. However, Patient's fee may include skilled technical staff time spent to create and copy the PHI, such as compiling, extracting, scanning and burning PHI to media and distributing the media, as well as PPC Atlanta staff time spent preparing an explanation or summary of the PHI, if appropriate. If Patient requests that Patient's PHI be provided on a paper copy or portable media (such

as compact disc (CD) or universal serial bus (USB) flash drive), PPC Atlanta's cost of supplies for the PPC Atlanta so creating and provided, together with any costs associated with mailing the PHI.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Juliet K. Mavromatis, MD/Phyllis S. Tong, MD

\_\_\_\_\_  
Date