



Membership Agreement

This is an Agreement between Beautiful Beginnings & Beyond Midwifery, LLC (BBB Midwifery), Desiree Blake, MSN, APRN, CNM, WHNP (Masters of Nursing, Advanced Practice Nurse, Certified Nurse Midwife, Women's Health Nurse Practitioner) in her capacity as owner of BBB Midwifery, and you, (Patient) on this date _____.

Background

This APRN, who specializes as a board-certified Nurse Midwife/ Women's Health Nurse Practitioner, delivers care on behalf of BBB Midwifery, at a designated office. In exchange for certain fees paid by Patient, BBB Midwifery, through its APRN, agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

Definitions

1. **Patient.** A patient is defined as those persons for whom the APRN shall provide Services, and who are signatories to, or listed on the documents attached as Appendix 1, and incorporated by reference to this agreement.
2. **Services.** As used in this Agreement, the Services, shall mean a package of services or individual services both patient care and non-patient care and certain amenities (collectively "Services"), which are offered by BBB Midwifery, and set forth in Appendix 1.
3. **Terms.** This agreement shall commence on the date signed by the parties below and shall continue every month, automatically renewed each month.
4. **Fees.** In exchanged for the service described herein, Patient agrees to pay BBB Midwifery, the amount set forth in Appendix 1, attached. This fee is payable upon execution of the agreement and is in payment of the services provided to Patient during the term of this Agreement. If this Agreement is cancelled by either party before the agreement termination date, then BBB Midwifery shall refund the Patient's pro-rated share of the original payment, remaining after deducting individual charges for services rendered to Patient up to cancellation.
5. **Non-Participation in Insurance.** Patient acknowledges that this agreement for membership services will not be billable to insurance. Neither BBB Midwifery, nor the APRN will bill this membership payment nor the services rendered under this plan to any health insurance or HMO plan or Medicare or Federal Healthcare plan. Neither of the

above may 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. The Patient shall retain full and complete responsibility for any such determination. If the Patient is eligible for Medicare or during the term of this Agreement becomes eligible for Medicare, then Patient is not eligible for BBB Midwifery Membership Services. This agreement acknowledges your understanding that the APRN will not provide services at a Membership Rate if you are insured by Medicare, Medicaid or any Federal Healthcare plan. In this situation, the membership will be terminated, and the Patient may continue service while providing Insurance details to be billed appropriately. _____ (Patient Initials).

6. **Insurance or Other Medical Coverage.** Patient acknowledges and understand that this Agreement is not a health insurance plan, and not a substitute for health insurance or other health plan coverage (such as membership in an HMO). It will not cover hospital services, or any services not personally provided by BBB Midwifery or its Providers. Patient acknowledges that BBB Midwifery has advised that patient obtain or keep in full force such health insurance policy(ies) or plans that will cover Patient for general healthcare costs. Patient acknowledges that this Agreement is not a contract that provides health insurance, and this Agreement is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry.
7. **Term: Termination.** This Agreement will commence on the date first written above and will extend monthly thereafter. Notwithstanding the above, both Patient and BBB Midwifery shall have the absolute and unconditional right to terminate the Agreement without showing 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 one-month term (and each succeeding monthly term) the Agreement will automatically renew for successive monthly terms upon the payment of the monthly fee each contract month.
8. **Communications.** You acknowledge that communication with the Provider using e-mail, facsimile, video chat, instant messaging and cell phone are not guaranteed to be secure or confidential methods of communications. As such, you expressly waive the provider'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 records. By providing Patient email address on the attached Appendix 1, Patient authorizes BBB Midwifery, and its Providers to communicate with Patient by e-mail regarding Patient's "protected health information" (PHI)(as that term is defined in the Health Insurance Portability and Accountability Act (HIPPA) of 1996 and its implementing regulations). By inserting Patients e-mail address in Appendix 1, patient acknowledges that: (a) Email is not necessarily as secure medium for sending or receiving PHI and, there is always a possibility that a third-party may gain access; (b) Although the provider will make all reasonable efforts to keep email communications confidential and secure, neither BBB Midwifery nor the provider can assure or guarantee the absolute confidentiality of e-mail communications; (c) In the discretion of the provider, e-mail communications maybe made a part of Patient's permanent medical record; and (d) patient understands and agrees that e-mail 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, Member/ Patient shall call 911 or the nearest Emergency Department; and follow the directions of emergency personnel. If Patient does not receive a response to an email message within one business day (Monday through Friday), Patient agrees to use another means of communication to contact the provider. Neither BBB Midwifery, nor the provider will be liable to Patient for any loss, cost, injury or expense caused by, or resulting from a delay in responding to Patient 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 e-mail messages, (iii) failure of the Practices computers or computer network or faulty telephone or cable data transmission, (iv) any interception of e-mail communications by a third party; or (v) your failure to comply with the guidelines regarding use of e-mail communications set forth in this paragraph.

9. **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 law, regulation or rule, an either party reasonably believes in good faith that the change will have a substantial adverse effect on the party's rights, obligation 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 forty-five days after the date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.
10. **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 the provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law and in its modified form, and the provision shall then be enforced.
11. **Reimbursement for services rendered.** If this Agreement is held to invalid for any reason and if BBB Midwifery therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay BBB Midwifery an amount equal to the reasonable value of the Services actually rendered to Patient during the period of time for which the refunded fees were paid.
12. **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, the provider may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation ("Applicable Law") by sending You 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 the dated established

by BBB Midwifery, except that Patient shall initial any change at BBB Midwifery 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.

13. **Assignment.** This Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient.
14. **Relationship of Parties.** Patient and the APRN intend to agree that the APRN, in performing their 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 provider shall have exclusive control of her work and the manner in which it is performed.
15. **Legal Significance.** Patient acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Patient also acknowledges having had a reasonable time to see 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.
16. **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.
17. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written understandings and agreements regarding the subject matter of this Agreement.
18. **Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Ohio and All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for BBB Midwifery' registered in Twinsburg, OH.
19. **Service.** All written notices are deemed served if sent to the mailing address of the party written above or appearing in Appendix 2 by first class U.S. mail. The parties have signed duplicate counterparts of this Agreement on the dated first written above.

By signing below, both parties agree to the terms of the Agreement.

Patient's Full Name (Print)

Date

Patient's Signature

Date

APRN's Full Name and Title

Date

APRN's Signature

Date

Appendix 1

Services and Payment Terms

1. **Patient Service.** As used in this Agreement, the term Patient Services shall mean those patient services that the APRN, herself is permitted to perform under the laws of the State of Ohio and that are consistent with her training and experience as a women's health nurse practitioner/ certified nurse midwife, as the case may be.

Patient shall be entitled to an annual well woman exam (one time every 12 months). This exam will include:

Health Risk Assessment, a Breast exam/ Pelvic exam if applicable, Pap smear if applicable, and STD testing as desired by patient.

****Some restrictions may apply. Patient is responsible for ALL Lab cost. ****

*****This Agreement will not cover any Obstetrical care, nor will it cover procedures such as IUD placement or Nexplanon Placement*****

Patient is entitled to unlimited visits for acute conditions, new diagnosis and follow up visits **as deemed necessary by the provider, per each paid membership month**, with a limit of 15 visits per year. Each additional visit will be \$ 50 per visit.

BBB Midwifery and the APRN have all rights to defer any medical condition for further evaluation to another provider or medical facility such as a specialist, urgent care or emergency department.

The APRN may from time to time, due to vacations, sick days or other similar situations, not be available to provide the services referred to about in this paragraph.

1. During such time, Patient's calls to the APRN, or the APRN's office, will be directed to a provider who is covering for the APRN during her absence or an office staff member. BBB Midwifery will make every effort to arrange for coverage but does not guarantee such coverage.
2. Non- Medical, Personalized Services. BBB Midwifery shall also provide Patient with the following non-medical services ("Non-Medical Services").
 - a. After hours and Weekend Access. Patient shall have access to the Provider via phone. Patient shall be given a phone number where patient may reach the Provider directly. During the Provider's absence for vacations, continuing medical education, illness, emergencies or days off, BBB Midwifery will provide the services of an appropriate licensed healthcare provider for assistance in obtaining patient services. Patient shall be given instructions as to how to contact such healthcare provider. Such provider shall be available to Patient to the

same extent as would the APRN, however provider may be contacted through an answering service rather than through a direct phone line.

- b. E-Mail Access. Patient shall be given the Provider's email address to which non-urgent communications can be addressed. Patient also has access to Patient portal where non-urgent communications may be also be address. Such communications shall be dealt with by the Provider or staff members of the Practice in a timely manner. Patient understands and agrees that e-mail and the internet should never be used to access patient care in the event of an emergency, or any situation that Patient could reasonably expect may develop into an emergency. Patient agrees that in such situation, when Patient cannot speak to a Provider immediately in person or by telephone, that Patient shall call 911 or the nearest emergency medical assistance provider and follow the direction of the emergency medical personnel.
- c. No Wait or Minimal Wait Appointments. Every effort shall be made to assure that the Patient is seen by the Provider immediately at scheduled visit time or after only a minimal wait. If the APRN foresees a minimal wait time. Patient shall be contacted and advised of the projected wait time.
- d. Same Day/ Next Day Appointments. Same day and Next day appointments are available based on the time Patient contacts the APRN for an appointment and the APRN's schedule. There is no guarantee that an appointment will be available for the patient.
- e. Home or Office Visits. Patient has access for the APRN to see Patient at BBB office in which there is privacy.
- f. Specialists. APRN shall coordinate with patient care specialist to whom Patient is referred to assist Patient in obtaining specialty care. Patient understands that fees paid under this Agreement do not include and do not cover Specialist's fees or fees due to any healthcare professional other than the APRN.

By signing below, both parties agree to the terms of Appendix 1.

_____	_____
Patient's full name (Print)	Date
_____	_____
Patient's Signature	Date
_____	_____
APRN's full name/ title	Date
_____	_____
APRN's signature	Date

Appendix 3

Fee Schedule

Age:

12 – 21 years old \$59 per month

12 – 21 years old \$49 per month (Discount of \$10 per month with valid school ID)

21 – 39 years old \$79 per month

40 + years old \$99 per month

One-time Enrollment fee \$99 per account

**Re-enrollment fee (if membership goes 3 months unpaid, and re-enrollment is requested
Enrollment fee of \$99 + one-month membership is due at time of re-enrollment)**

Monthly Enrollment Rate

Patient Rate: \$ _____

Enrollment Fee: \$ _____

Total Due today: \$ _____

Reoccurring Rate: \$ _____

Patient Signature

Date

APRN Signature

Date

Appendix 4

Membership Payment Method

Women's Health Membership Payment Method

All patients must have a credit or debit card on file to cover the cost of membership, labs and services not covered under the Agreement.

Circle one: Visa MasterCard American Express Other

Card Number: _____

Expiration Date: _____

Security Code: _____

Zip Code: _____

By signing this form, you certify that you have read, understand and agree to the terms set forth in Agreement and that you agree to automatic monthly draft payments for the total month amount in Appendix 3 with this card on file.

Patient must consent to any other use of this card information prior to use (IE: for use to pay for labs)

Signature

Date