



**Persona Medical Program
offered by
Persona Medical Corporation**

Member Concierge Care Agreement

On behalf of myself and my dependents (if applicable) (collectively referred to as "Members"), I agree to the following terms and conditions for membership in the Persona Medical Program through Persona Medical Corporation (referred to as "Persona").

- 1. Services.** The Persona Medical Program ("Program") specializes in family medicine and delivers care through a network of health care providers ("Physician(s)") who have agreed to provide Services pursuant to this Member Concierge Care Agreement (the "Agreement"). As used in this Agreement, the term Services shall mean a package of services, both medical and non-medical, and certain amenities (collectively "Services"), as set forth in Attachment 1. Services offered under the Member Concierge Care Agreement are **not an insurance plan**. Persona is not an insurer, guarantor or underwriter of any Services provided under the Agreement. Members arrange for and will have access to medical care provided by Physicians in the Persona Medical Program Network.
- 2. Providers.** Physicians who participate in the Persona Medical Program Network are independent contractors in private practice. The availability of any particular Persona Medical Program Network Physician cannot be guaranteed, and the inclusion of any particular Physician in the Persona Medical Program Network is subject to change without notice. Members may obtain a listing of Physicians who participate in the Persona Medical Program at www.personamd.com or may request by telephone a provider listing which will be provided within 3 working days.
- 3. Membership Fees.** In exchange for the Services described herein, Member agrees to pay Persona the amount as set forth in Exhibit A, attached. This fee is payable upon execution of this agreement. If this Agreement is cancelled by either party before the agreement termination date, then Persona shall refund the Member's pro-rated share of the original payment.
- 4. Persona.** Persona does not provide medical treatment and is not responsible for outcomes. All medical care is the responsibility of the treating Physician in consultation with the Member. Selection of the Persona Medical Program Network Physician is also the responsibility of the Member.

5. **Discounted Service Payment.** Members are obligated to pay for any applicable charges for discounted Services. Any payment for Physician Services rendered is due and payable at the time of service, unless another payment arrangement is mutually agreed upon between the Member and the treating Physician. Members shall be responsible for the treating Physician's office policies, such as payment for missed appointments or late payments.
6. **ID Card.** In order to receive Services as outlined within this Agreement, a Member must present his/her program ID card to the Physician's office at the time of his/her appointment.
7. **Location.** This Agreement is limited to health care services rendered in the State of Illinois and Members must live or work in the State of Illinois.
8. **Communications.** You acknowledge that communications with the Physician 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 Physician's obligation to guarantee confidentiality with respect to correspondence using such means of communication. You further acknowledge that all such communications may become a part of your medical records.

By providing Member's e-mail address on the attached Member Enrollment Form, Member authorizes the Persona and its Physicians to communicate with Member by e-mail regarding Member's "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 Member's e-mail address in the Member Enrollment Form, Member acknowledges that:

- (a) E-mail 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 and the Physician will make all reasonable efforts to keep e-mail communications confidential and secure, neither Persona Medical nor the Physician can assure or guarantee the absolute confidentiality of e-mail communications; (c) In the discretion of the Physician, e-mail communications may be made a part of Member's permanent medical record; and,
- (d) Member 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 shall call 911 or go to the nearest emergency room, and follow the directions of emergency personnel.***

If Member does not receive a response to an e-mail message within one day, Member agrees to use another means of communication to contact the Physician. Neither Persona, nor the Physician will be

liable to Member for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to 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 e-mail messages, (iii) failure of the Practice's 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. **Insurance or Other Medical Coverage.** Member acknowledges and understands that this Agreement is not an insurance plan, and not a substitute for health insurance or other health plan coverage that the Member may have. It will not cover hospital services, or any services not personally provided by Persona Physicians. Member acknowledges that Persona has advised that Member obtain or keep in full force such health insurance policy(ies) or plans that will cover Member for general healthcare costs.

10. **Termination.** Persona reserves the right to terminate this Agreement with 30 days' notice, for any reason. Members have the right to cancel this Agreement upon written notice within the first 30 days or at the end of the 12-month membership period. If, for any reason, Members elect to cancel their membership within 30 days after receiving their ID card, and other membership materials, and so notify Persona in writing, the annual membership fee will be reimbursed except for an initial one-time administrative fee of \$30.00 if no services were provided. Any cancellation after the first 30 days are subject to monthly charges. If cancellation happens after services have been rendered, then members are subject to the monthly fee plus the \$200 deposit charge.

11. **Eligibility.** No person, other than the Member and his/her eligible dependents, if applicable, are entitled to any rights under this Agreement. Membership is not transferable, and membership in the Program may be terminated immediately in the event that Members or his/her dependents, if applicable, provide any ineligible individual access to the Member's ID card (or otherwise provide unauthorized access to the Program). Family members may take advantage of the services under our discounted self-pay rate; however, family members who are Medicare beneficiaries must be covered by a Medicare opt out and waiver agreement in order to be treated by a Persona Physician.

12. **Prior Care.** Your Member Concierge Care Agreement does not apply to any medical treatment received or began prior to the date the Member notified (by presenting his/her membership ID card) the Persona Medical Program Network Physician of his/her membership in the Program. Any procedures performed by a physician who does not participate in the Persona Medical Program Network are not covered by this Agreement.

13. **Coordination of Benefits.** The Persona Medical Program **cannot** be used in connection with any health insurance or benefit coverage including but not limited to medical and accidental injury insurance. The Persona Medical Program does not bill insurance or coordinate benefits with any insurance or benefit programs.
14. **Persona Services.** This Persona Medical Program is only available if included services are performed by a Physician in the Persona Medical Program Network. A listing of current Persona Physicians may be found at <http://www.personamd.com>
15. **Effective Date.** Completed Member Enrollment Forms along with applicable fee(s) must be received by the 20th of the month to be effective the 1st of the following month (i.e., applications submitted on February 19 will be effective March 1). Member Enrollment Forms received after the 20th will be effective the first of the month after the next month (i.e., enrollment forms submitted on February 21 will be effective April 1). [A one time, nonrefundable processing charge of \$30, must accompany the application. Payment can only be made by credit card.] The membership fee will be billed monthly. Notification of effective date will be emailed with a welcome packet and ID card(s).
16. **Applicants.** All applicants for membership must be 18 years or older. Parents can enroll a child dependent, but any payment by credit card (the credit card holder) must be made by an individual 18 years or older.
17. **Consent.** By signing the attached Member Enrollment Form, the Member acknowledges that the Member has read and understands the above terms and conditions and agrees to abide by them.
18. **Communications.** Communications to Persona regarding complaints with respect to the Persona Medical Program shall be sent via email to: compliance@personamd.com, or to the following mailing address:

Persona Medical Corporation
Attn: Management office
755 S. Milwaukee Ave., #175
Libertyville, IL
Telephone 847-680-7002

Or

Illinois Department of Insurance
320 W. Washington Street
Springfield, IL 62767-0001
Telephone (217) 782-4515

ATTACHMENT 1
Member Concierge Services

Services and Payment Terms

1. **Medical Services.** [As used in this Agreement, the term Medical Services shall mean those medical services that the Physician, himself / herself is permitted to perform under the laws of the State of Illinois and that are consistent with his or her training and experience as a family medicine physician, as the case may be. Concierge Medical Services are limited to [52] visits per year. Member shall also be entitled to an annual in-depth "wellness examination and evaluation," which shall be performed by the Physician.]

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 above in this paragraph 1. During such times, Member's calls to the Physician, or to the Physician's office, will be directed to a physician who is "covering" for the Physician during his (her) absence. Persona Medical will make every effort to arrange for coverage but cannot guarantee such coverage.]

2. **Non-Medical, Personalized Services.** [Persona Medical shall also provide Member with the following non-medical services ("Non-Medical Services"):

(a) **24/7 Access.** Member shall have access to the Physician using e-mail, facsimile, video chat, instant messaging, and cell phone. Member shall also have direct telephone and pager access to the Physician on a twenty-four hour per day, seven day per week basis for urgent or emergency care. For purposes of this section "urgent care" shall mean care for an accident or illness that you need sooner than a routine doctor's visit. Examples of urgent care situations are broken bones, sprains, nonsevere bleeding, minor cuts and burns, acute infection and drug reactions. "Emergency care" shall mean a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; serious impairment to bodily functions; or serious dysfunction of any bodily organ or part.

During the Physician's absence for vacations, continuing medical education, illness, emergencies, or days off, Persona Medical will provide the services of an appropriate licensed healthcare provider for assistance in obtaining medical services. Member shall be given instructions as to how to contact such healthcare provider. Such provider shall be available to Member to the same extent as would the Physician.

(b) **E-Mail Access.** Member shall be given the Physician's e-mail address to which non-urgent communications can be addressed. Such communications shall be dealt with by the Physician or staff member of the Practice in a timely manner. 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 Member could reasonably expect may develop into an emergency. Member agrees that in such situations, when a Member cannot speak to Physician immediately in person or by telephone, that Member shall call 911 or go to the nearest emergency room and follow the directions of emergency medical personnel.

(c) **No Wait or Minimal wait Appointments.** Every effort shall be made to assure that Member is seen by the Physician immediately upon arriving for a scheduled office visit or after only a minimal wait. If Physician foresees a minimal wait time, Member shall be contacted and advised of the projected wait time.

(d) **Same Day/Next Day Appointments.** When Member calls or e-mails 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 Member calls or e-mails the Physician after noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule Member's appointment with the Physician on the following normal office day. In any event, however, Persona Medical shall make every reasonable effort to schedule an appointment for the Member on the same day that the request is made.

(e) **Family Members.** When applicable, family members may take advantage of the services under our discounted self-pay rate; Medical services rendered to Member's visitors shall be charged on a discounted fee-for-service basis, however, family members who are Medicare beneficiaries must be covered by a Medicare opt out and waiver agreement in order to be treated by a Persona Physician.

(f) **Specialists.** Persona Medical Physician shall coordinate with medical specialists to whom Member is referred to assist Member in obtaining specialty care. 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 Persona Medical Physician.]

Exhibit A

Persona Medical Program Membership Fee Schedule

Family Deposit	[\$200]	A family deposit is required which will be used to pay the end of the year membership, nonrefundable for early cancellation. If
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Initial Membership
Administrative Fee \$30

cancelled within the first month without using our service, the \$200 is fully refundable. Persona will charge an initial non-refundable processing fee to cover the administrative expenses associated with setting up your Concierge Care Program.

Monthly Membership:
One Family Member [\$70]

Two family Members [\$130]

Child 18 years or younger [\$20]

[5%] Discount applies if annual membership paid in advance.

I certify that I have read, understand, and agree to the terms set forth in the Persona Medical agreement. I further certify that I have received a copy of this form.

Name: _____

Signature: _____

Date: _____