

This Membership Enrollment Agreement (the “Agreement”) specifies the terms and conditions under which you, the undersigned member (the “Member”), will be enrolled with Alpharetta Medical Associates, P.C./emc2care™ program (the “Program”). This Agreement will become effective as of the date set forth by emc2care™, located at 5400 Laurel Springs Parkway, Building 1400, Suite 1401, Suwanee, GA 30024, at the end of this Agreement (the “Effective Date”).

1. emc2care Benefits and Services.

As a member of the emc2care™ program, emc2care will provide to me the emc2care program services (the “Amenities”) listed on Exhibit A. I understand that these services may be changed by emc2care from time to time. Routine medical treatment services are not included in the emc2care program. The Amenities include both non-healthcare service amenities and health-related services usually not covered by insurance. Other service amenities may be offered from time to time, and these may be subject to limitations.

2. emc2care Services Not Covered by the Medicare Program or Insurance Companies.

I understand and agree that the emc2care program services are not covered by Medicare (or other government program) or my insurance company. Neither emc2care nor I will bill Medicare (or other government program) or my insurance company for the services provided to me by emc2care under the emc2care program. Neither emc2care nor I will seek reimbursement from Medicare (or other government program) or my insurance company for my emc2care program or other fees.

3. Routine Medical Services Not Included in the emc2care Program.

Except for the care services provided to me under the emc2care program, all other medical services (for example routine office visits and condition-specific diagnostic tests) that emc2care provides to me are not included within the emc2care program. However, these other services may be covered benefits under Medicare (or other government program) or my insurance policy. emc2care may bill Medicare (or other government program) or my insurance company for these other services if these other services are covered services that are eligible for payment by Medicare (or other government program) or my insurance company. I agree to pay any deductibles, co-insurance or copayment amounts related to these covered services. I also agree to pay for any non-covered services that are provided to me by emc2care.

4. emc2care Program Fees.

Members will pay the monthly membership fee established by emc2care for participation in the emc2care program. I understand that emc2care will provide me with advance notice of any change in the membership fees. The current emc2care program fees are:

- emc2care membership is \$125 per month per person.
- Unmarried dependent children between the ages of 16–22 are included with paying parent membership. Children do not receive the Risk Assessment. After September 30, 2009, future rate for dependent children will be \$49.00/month.

All program fees are due and payable on the _____ day of the month for which the membership fees apply. My first payment is due on _____. Past due balances are subject to late charges. I agree to make all payments by electronic funds transfer (“EFT”), by credit card or pursuant to a monthly statement. Until I cancel my membership, I will not be relieved of my obligation to make any payments, nor will I be entitled to any deductions or allowances from my payments because of my failure to utilize the services provided under the emc2care program. Members must complete the emc2care Payment Authorization Form which will incorporate to this agreement.

5. Other Documents.

I have received and agree to be subject to the emc2care integrated notice of privacy practices and the emc2care financial agreement & release of information, which are part of the emc2care program and may be revised from time to time.

6. Renewals and Termination.

The annual membership fee covers a period of one (1) year. Failure to pay the renewal annual membership fee within 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 September 1, 2009 then you must renew on or before August 2, 2010). You may terminate your participation at any time upon 30 days prior written notice to emc2care. If you terminate this Agreement for any reason, you will be entitled to a refund of any unused portion of your annual membership fee. emc2care may terminate this Agreement at any time on 30 days written notice to you. If emc2care terminates this Agreement for any reason, you will be entitled to a prorated refund of your annual membership fee. Such prorated refund will be based on the number of days you have participated in the Program. Upon emc2care’s receipt of this Agreement and the membership fee, emc2care shall have the option, in its sole and absolute discretion, not to accept this Agreement and to return your payment to you (e.g., due to limitations on the number of Members).

7. Medical Care Services Excluded from Annual Membership Fee

The membership fees specified above cover only the defined EMC2CARE Amenities and the annual comprehensive physical examination and personalized preventive healthcare plan visit. Except for your physical examination and preventative visit, you and/or your insurer, as the case may be, will be financially responsible for paying for all healthcare and medical care services received by you from the physicians at EMC2CARE. As necessary, EMC2CARE will bill you and/or your insurer, as the case may be, for such other medical or health care services provided to you.

8. Co-Payments and Deductibles

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 insurer.

9. Insurance Information

Please provide your health insurance information in the box provided below.

INSURANCE INFORMATION

Insurance Policy Information (as printed on your I.D. card) - **Please provide a copy of your Insurance Card Front and Back.**

PERSON RESPONSIBLE FOR ACCOUNT: LAST NAME		FIRST NAME	MIDDLE INITIAL
RELATIONSHIP TO MEMBER		DATE OF BIRTH	
SOCIAL SECURITY NUMBER		-	
ADDRESS (IF DIFFERENT FROM MEMBER'S)			
CITY, STATE		ZIP CODE	
PHONE NUMBER () -			
PERSON EMPLOYED BY:		OCCUPATION	
BUSINESS ADDRESS		BUSINESS PHONE () -	
INSURANCE COMPANY			
CONTACT NUMBER		GROUP NUMBER	SUBSCRIBER NUMBER

10. E-mail Communications; Privacy.

If you wish to send e-mail communications to and receive e-mail responses from EMC2CARE's physicians, staff, employees, agents and representatives, you should be aware that e-mail is not a secure medium for sending and receiving potentially sensitive personal health information. Although EMC2CARE will take steps to keep your communications with EMC2CARE and its physicians, staff, 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 communications. In the event a communication is time-sensitive, you must communicate with EMC2CARE's physicians by telephone or in person. You acknowledge and understand that, at the discretion of EMC2CARE and/or as required by law, your e-mail communications may become part of your permanent medical record.

11. Consent

You agree to complete and sign the Consent section below.

Continued...

12. 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.

13. Notices.

Any communication required or permitted to be sent under this Membership Agreement shall be in writing and sent to the party to be so notified via certified mail, return receipt requested, or provided via hand delivery, to the addresses set forth herein. Any change in address shall be communicated in accordance with the provisions of this Section 13.

14. Governing Law.

The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Georgia without giving effect to the principles of comity or conflicts of laws thereof. Each party hereto agrees to submit to the personal jurisdiction and venue of the state and federal courts having jurisdiction over Gwinnett County, Georgia for the resolution of all disputes arising in connection with the interpretation, construction and enforcement of this Agreement, and hereby waives the claim or defense therein that such courts constitute an inconvenient or invalid forum.

15. 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.

16. 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.

17. Invalid Provisions.

The invalidity 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.

18. 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.

Member:

Signature

Printed Name

Date: _____

emc2care:

Signature

Title

CONSENT

BY SIGNING YOUR NAME BELOW, YOU AUTHORIZE:

- (i) EMC2CARE, 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 EMC2CARE'S OBLIGATIONS UNDER THE AGREEMENT; AND
- (ii) EMC2CARE 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 EMC2CARE FIRST OBTAINS YOUR SEPARATE, WRITTEN CONSENT TO DO SO. ADDITIONALLY, AFTER RECEIVING YOUR CONSENT TO DO SO, EMC2CARE SHALL ONLY RELEASE SUCH MENTAL HEALTH, SUBSTANCE ABUSE AND HIV/AIDS INFORMATION FOR TREATMENT, PAYMENT AND HEALTH CARE OPERATIONS PURPOSES.
- (iii) EMC2CARE 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. EMC2CARE'S POLICIES AND PRACTICES GOVERNING IT'S USE AND DISCLOSURE OF PERSONAL HEALTH INFORMATION ARE AVAILABLE TO YOU UPON REQUEST, AND SUCH POLICIES AND PRACTICES MAY BE CHANGED AS NECESSARY BY EMC2CARE AS CONTAINED THEREIN. YOU MAY REQUEST THAT EMC2CARE 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 EMC2CARE IN ACCORDANCE WITH SECTION 13 OF THIS AGREEMENT. HOWEVER, IF EMC2CARE HAS TAKEN ANY ACTION IN RELIANCE ON YOUR PREVIOUSLY UNREVOKED CONSENT (FOR EXAMPLE IF EMC2CARE 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 EMC2CARE.

Member's Signature

Date: _____

E-mail Address



Services Provided. The following services, subject to change at any time, are provided with membership to emc2care:

1. Prevention Services, including:

- Comprehensive Health Risk Assessment (specifically excluding a one-time preventive physical exam within the first six months of Medicare Part B eligibility);
- Lifestyle improvement plan;
- Nutritional education;
- Fitness assessments and planning;
- Patient health record journal;
- Dedicated Patient Service Coordinator to follow-up on compliance with recommended treatment regime;
- Prevention education provided by a nurse, in person and via webcast;

2. Enhanced Communication, including:

- Designated Patient Service Coordinator;
- Single point of contact;
- Instant pick up or callback within 60 minutes;
- Secure SimplifyMD patient web site that will include your lab results, program openings and patient education; and
- Designated family spokesperson coordination service.
- Private Member Webcasts;

3. Care Management, including:

- Personal patient update and care plan after each significant visit;
- In-office medications pick-up for most acute illnesses;
- Prescription synchronization;
- Prescription renewal within one day – Urgent medications sameday;
- Scheduling of specialty care and studies;
- Online e-mail appointment requests, questions and prescription inquires;
- emc2care exclusive web portal;
- Assistance with care coverage for out of town family and guest emergencies;

4. Appointment Management, including:

- Reminder calls 48 hours prior to appointment;
- Prevention appointments pre-scheduled; and
- Prescheduled physicals and office visits;
- Prescheduled injections, including immunizations, allergy shots, B-12, Testosterone, etc.

MEMBER INFORMATION

Please Provide a Copy of Photo ID

Each of the undersigned Members acknowledges that he or she freely and voluntarily executed this Membership Agreement.

LAST NAME		FIRST NAME		MIDDLE INITIAL
ADDRESS			APT #	
CITY, STATE		ZIP CODE		
AGE	DATE OF BIRTH	SOCIAL SECURITY NUMBER		
HOME PHONE		CELL PHONE		
EMAIL ADDRESS				
PATIENT OCCUPATION		EMPLOYED BY:		
BUSINESS ADDRESS		BUSINESS PHONE		
SPOUSE LAST NAME		FIRST NAME		MIDDLE INITIAL
AGE	DATE OF BIRTH	SOCIAL SECURITY NUMBER		
SPOUSE OCCUPATION		EMPLOYED BY:		
NUMBER OF CHILDREN	WHOM MAY WE THANK FOR REFERRING YOU?			
IN CASE OF AN EMERGENCY WHO SHOULD BE NOTIFIED?				
PHONE NUMBER				

PATIENT SIGNATURE

PATIENT SIGNATURE	DATE
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FOR INTERNAL USE

ACCEPTED BY EMC2CARE	
Dr. Einstein 5400 Laurel Springs Parkway, Building 1400, Suite 1401, Suwanee, GA 30024 – Phone 800.858.3013	
SIGNATURE	EFFECTIVE DATE