



EMPLOYER MEMBERSHIP AGREEMENT

COMPANY NAME: _____ EIN# _____ DATE: _____, 20__

1. **MEMBERSHIP FEES.** In consideration of the provision of Convenient Care Plus membership benefits, Company agrees that all or a portion of the CCP membership fees shall be paid by the Company, as the employer of the members. Quoted rates for membership shall be in force and valid for a period of no less than 12 months from the date of this agreement. Convenient Care Plus reserves the right to review its membership fees after 12 months; provided that the employer will be given no less than 60 days notice of any adjustment or changes in membership fees or services.

2. **EMPLOYER/COMPANY INFORMATION**

Company Name _____

Address _____

City _____ State _____ ZIP _____

Billing Contact Name: _____

Phone: _____

Email: _____

3. **CENSUS.** Submit completed Employee Census spreadsheet including personal email and home address.

4. **GROUP ADD/REMOVE FORM.** Please use the "Group Add/Remove Form" to submit all changes in Employee Census to members@convenientcareplus.com *by the 23rd of each month for the following month.*

5. **MEMBERSHIP EFFECTIVE DATE:** _____, 20__

6. **MEMBERSHIP LEVEL (1,2, OR 3)** _____

7. **BUSINESS ASSOCIATE AGREEMENT.** Company agrees and acknowledges receipt of the Convenient Care Plus Business Associate Agreement. _____ *Initial Here*

8. **TERMS & CONDITIONS.** Company agrees and acknowledges receipt of the Convenient Care Plus Terms and Conditions. Company also acknowledges that each of its employees enrolled in Convenient Care Plus will be required to acknowledge the Convenient Care Plus Terms and Conditions of Membership. _____ *Initial Here*

TERMS AND CONDITIONS OF MEMBERSHIP



1. MEMBERSHIP IS NOT AN INSURANCE POLICY:

- Individual understands that they are purchasing a membership to an identified group in order to receive access to a discounted rate plan for medical services.
- The Convenient Care Plus network of clinics covers services provided only at their clinic locations and is offering a discounted rate plan.
- Member understands that this is NOT an insurance plan.
- Member should not consider it to be an insurance plan or use it as a substitute for an insurance plan.
- The plan makes payments directly to provider organizations for the medical services provided under the discount medical plan.
- Member is obligated to pay for all ancillary services.
- Members are not responsible for any costs associated with medical record transmission or duplication.

2. DEFINITIONS

- **Membership:** For the purpose of these "Terms and Conditions" Membership is defined as an agreement entered into voluntarily by all parties. Terms of Membership provide that for an established monthly rate the Members receives standard medical care as then provided in the normal course of business by Convenient Care Plus clinics at a pre-established discount rate.
- **Member:** The term which identifies the individual who pays Dues and is provided with a Membership to the Convenient Care Plus "Convenient Care Plus" Membership Program.
- **Minor:** Will have the same meaning as established by the state of residence of the Member.
- **Dues:** The monthly rate charged by Convenient Care Plus for inclusion in the "Convenient Care Plus" Membership program.
- **Family Member:** Immediate dependent family members living in the home of the Member (husband, wife, children and stepchildren).
- **Provider:** Physician, Nurse Practitioner, and Physician Assistant.

3. MEMBERSHIP RESTRICTIONS

- A Member's privileges are subject to having no outstanding amounts due to Convenient Care Plus.
- Some Member benefits may require that the Member present a current picture ID or membership card in order to receive Membership benefits.
- The initial Membership Term is for 12 months, and will renew for successive 12-month terms, unless terminated in accord with Paragraph 9.
- Dues will be charged and deducted on a prospective monthly basis.
- Minors may not be seen by staff without a parent or legal guardian being present or as allowed by law.
- Membership is non-transferable.

4. MEMBERSHIP PLANS/RATES

There are two plan types offered to Members as follows:

1. Individual & Individual + 1
2. Family

There are three program levels offered to Members as follows:

- Level 1: Includes unlimited telehealth visits and unlimited clinic visits with no additional visit fees.*
- Level 2: Includes unlimited telehealth visits and unlimited clinic visits with a member paid visit fee for each on-site visit.*
- Level 3: Includes unlimited telehealth visits with no additional visit fees.

*Convenient Care Plus will pay up to \$150 per clinic visit and the balance shall be the responsibility of the Member.

Member or Member's employer will be responsible for Individual Monthly Dues. Primary Member understands that they are responsible for payment of any relevant Dues and any associated on-site visit fees, as well as those of all other Family Members covered under their Membership, unless dues are paid by employer. The latest rate information is available by contacting Convenient Care Plus at (855) 900-8701.

5. AUTOMATIC PAYMENTS

- For Members whose Dues are not paid by employer, those Members may pay their Membership Dues via automatic withdrawal / charge.
- In the event the Member chooses to have Membership Dues paid via automatic withdrawal/charge, Member herein:
 - Grants Convenient Care Plus permission to make such withdrawals / charges.
 - Agrees to provide Convenient Care Plus with accurate and valid account information to perform such withdrawals / charges.
 - Agrees to provide the identified entity (Bank, Savings Institution, Credit or Debit Card, etc.) from which these withdrawals / charges are to be made with all notice and documentation that may be required.

- Member is not obligated to make any further payments under the plan, nor is the consumer entitled to any benefits under the plan for any period of time after the last month for which payment has been made.



6. PROVIDERS AND TREATMENT INCLUDED IN MEMBERSHIP

- Only those healthcare services then approved by Convenient Care Plus in the normal course of business subject to the sole discretion of Convenient Care Plus. A complete list of Convenient Care Plus Clinics can be found at www.convenientcareplus.com
- Treatment that is currently included within the Membership: Telemedicine Services, Urgent Care and Primary Care office visits at Convenient Care Plus Provider Clinics for colds/flu, bronchitis, pink eye, earaches, sinus infections, sore/strep throat, urinary/bladder infections, sprains, moderate complexity laboratory tests performed on site at Convenient Care Plus provider clinics (i.e. blood sugar, pulse oximetry, urinalysis, strep screens)
- Services may differ based upon clinics.

7. TREATMENT EXCLUDED FROM MEMBERSHIP

- Prescriptions (Some Member plans do include a Generic Rx prescription benefit).
- Providers will not prescribe DEA Controlled Substances, non-therapeutic drugs, contraceptives and other drugs which may be harmful because of their potential for abuse.
- Services that Convenient Care Plus will not provide at the time Member seeks medical care. Member understands that the list below is provided for example only and does not include all of the services that are excluded from coverage under the terms of their Membership. Excluded services include and not limited to:
 - Life threatening events such as gunshot wounds, heart attacks and serious infections, hospitalizations and treatment with other doctors or providers at another facility that are not Convenient Care Plus clinics, immunizations, special diagnostic studies such as outside labs, ultrasounds, Doppler studies, mammograms, MRI's, CAT scans, PET scans and other special x-rays that are not provided at Convenient Care Plus clinics, physical and occupational therapy, chronic pain management, X-ray over reads, psychiatric emergency management, outpatient pharmacy, work injuries and other workers compensation services and any emergency care that the attending physician or mid-level Provider believes should, in the best interest of the Member, be provided at another facility.
- The range of discounts for medical services provided under the plan will vary depending on the type of provider and medical service received

8. MEMBER USAGE

- Certain situations may require further medical attention including but not limited to: medical prescriptions, referral to a specialist, referral to a hospital or treatment that is not included in your membership. The cost of any charges associated with these additional services are NOT covered by this Membership. Any such costs are the sole responsibility of the Member.
- Convenient Care Plus reserves the right, in its sole discretion, to cancel Membership for inappropriate use of the urgent care or appointment based services, including, but not limited to request for services that are not then currently provided by Convenient Care Plus.
- The attending physician or mid-level Provider will determine the appropriateness of the Member's visit.
- Members will have free access to providers as directed by Convenient Care Plus without waiting periods and notification periods.

9. TERMINATION OF MEMBERSHIP

- RIGHT OF CANCELLATION. Member has the right to cancel or return the plan within thirty days of its delivery and have all costs of the plan, excluding a nominal process fee refunded where allowed by law, if after examination of the plan the member is not satisfied with it for any reason
- Membership may be terminated by any of the following methods:
 - Member provides the Convenient Care Plus office with written notice of termination via letter, fax or email to the addresses or numbers provided at paragraph 21. Member benefits will end at the end of the month in which the notice of termination was received.
 - Member fails to allow Convenient Care Plus the authority to withdraw / charge the monthly fee.
 - Convenient Care Plus has the right to cancel Memberships at any time for any reason. If they choose to terminate the Member's Membership, that termination will become effective immediately.
 - Falsification of identification or failure to pay will result in immediate termination of Membership, assessment of utilization fee, full price charges for any service rendered, and the full pursuit of the legal rights held by Convenient Care Plus.

10. REACTIVATING A CANCELLED MEMBERSHIP

- A canceled Member must pay \$30 to reactivate within 12 months of cancellation
- An individual may reactivate Membership 12 months after cancellation without a penalty.
- Convenient Care Plus reserves the right to deny the renewal privileges of any Membership terminated in accordance with Terms and Conditions of Membership.

11. CHANGES IN PERSONAL INFORMATION

- Members must inform Convenient Care Plus in a timely manner of all changes to billing information.
- If Convenient Care Plus is not able to receive payment of monthly dues because of changes in billing information not being provided, a \$25.00 per month fee will be assessed on a monthly basis in addition to Dues until the Member provides Convenient Care Plus with their correct billing information or until their Membership is terminated.
- This additional monthly charge is subject to change without notice.

12. WAIVER

- The failure by Convenient Care Plus to exercise or enforce any of the Terms or Conditions of Membership is not to be deemed a waiver of Convenient Care Plus rights to enforce each and every term hereof. The failure by Convenient Care Plus to insist upon strict performance of any of the Terms or Conditions of Membership will not be deemed a waiver of any subsequent breach or default in the terms or provisions herein.

13. ASSIGNMENT

- The Membership may not be assigned or transferred.

14. HIPAA

- The Convenient Care Plus Privacy Policy will be distributed to the personal email address of each individual member upon registration and annually thereafter.

15. LIMITATION OF ACTIONS

- Any legal action against Convenient Care Plus for a default of its obligations to the Member must be commenced within one (1) year from the date the default was, or should have been, discovered.

16. FORCE MAJEURE

- Convenient Care Plus is not liable for any delay or failure of performance caused by strikes, insurrection, war, fire, electrical failure, brown-outs, disruption of transmission lines, government acts or regulations, acts of third parties, or any cause not within the control of Convenient Care Plus.

17. GOVERNING LAW

- The validity, construction and interpretation of this Agreement and the rights and duties of the parties hereto will be governed by the laws of Nebraska without regard to choice of law principles.

18. VENUE

- The exclusive venue for any litigation arising out of, or related to, these Terms and Conditions of Membership will be Douglas County, Nebraska.

19. ENTIRE AGREEMENT

- These Terms and Conditions of Membership constitute the entire agreement between the parties relating to the specific subject matter hereof. There are no terms, obligations, covenants, representatives, statements or conditions other than those contained herein. No variation or modification of these Terms and Conditions of Membership or waiver of any of the terms or conditions hereof, except that Convenient Care Plus may add or cease medical services it provides and included under the terms hereof, at its sole discretion will be deemed valid unless in writing and signed by both parties.

20. UNENFORCEABLE TERMS

- If any provision of these Terms and Conditions of Membership is held invalid, illegal, or unenforceable, these Terms and Conditions of Membership will be interpreted as if such provision, to the extent the same has been held invalid, illegal or unenforceable had never been contained herein.

21. SUCCESSORS

- These Terms and Conditions of Membership shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, or executors.

22. NOTICES

- Any notice required or allowed to be given shall be addressed to the other party at the address set forth immediately following or to such other address as either party may instruct the other party in writing in accordance with this Section 22.
- CCP shall provide the specific information for the appropriate State Department of Insurance or regulator upon request.

Note: The above services list is not all-inclusive. This information is solely provided for general informational purposes only and is not intended to take the place of legal or tax advice regarding HSA eligibility. Please consult your own legal or tax professional.

Revised November 28, 2018.

CONVENIENT CARE PLUS, 17445 Arbor St., Ste. 300, Omaha, NE 68130
members@convenientcareplus.com Corporate: (402) 980-4655
(855)416-0183

www.convenientcareplus.com

Toll Free: (855) 900-8701 Fax:



SCHEDULE A

CONVENIENT CARE PLUS PRIVACY POLICY

Our Pledge Regarding Medical Information

We understand that medical information about you and your health is personal. We are committed to protecting medical information about you. This Notice applies to all of the medical records we receive and maintain. Your personal doctor or health care provider may have different policies or notices regarding the doctor's use and disclosure of your medical information created in the doctor's office or clinic.

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please read it carefully. It also describes our obligations and your rights regarding the use and disclosure of medical information to the extent applicable.

We are required by law to:

- make sure that medical information that identifies you is kept private;
- give you this Notice of our legal duties and privacy practices with respect to medical information about you; and
- follow the terms of the notice that is currently in effect.

How We May Use and Disclose Medical Information About You

The following categories describe different ways that we use and disclose medical information. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

Operations (as described in applicable regulations). We may use and disclose medical information about you for center operations. These uses and disclosures are necessary to run your course of treatment. For example, we may use medical information in connection with: conducting or arranging for medical review, audit services, and fraud and abuse detection programs; business planning and development such as cost management; and business management and general administrative activities.

As Required By Law. We will disclose medical information about you when required to do so by federal, state or local law. For example, we may disclose medical information when required by a court order in a litigation proceeding such as a malpractice action.

To Avert a Serious Threat to Health or Safety. We may use and disclose medical information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat.

Special Situations

Disclosure to the State. Information may be disclosed to another health plan maintained by the State for purposes of facilitating claims payments under that plan. In addition, medical information may be disclosed to State personnel solely for purposes of administering benefits under the Plan and/or System.

Organ and Tissue Donation. If you are an organ donor, we may release medical information to organizations that handle organ procurement or organ, eye or tissue transplantation or to an organ donation bank, as necessary to facilitate organ or tissue donation and transplantation.

Military and Veterans. If you are a member of the armed forces, we may release medical information about you as required by military command authorities. We may also release medical information about foreign military personnel to the appropriate foreign military authority.

Workers' Compensation. We may release medical information about you for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

Public Health Risks. We may disclose medical information about you for public health activities. These activities generally include the following:

- to prevent or control disease, injury or disability;
- to report reactions to medications or problems with products;
- to notify people of recalls of products they may be using;
- to notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition;
- to notify the appropriate government authority if we believe a patient has been the victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.

Health Oversight Activities. We may disclose medical information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, and licensure. These activities are necessary for the

government to monitor the health care system, government programs, and compliance with civil rights laws.

Lawsuits and Disputes. If you are involved in a lawsuit or a dispute, we may disclose medical information about you in response to a court or administrative order. We may also disclose medical information about you in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

Law Enforcement. We may release medical information if asked to do so by a law enforcement official:

- in response to a court order, subpoena, warrant, summons or similar process;
- to identify or locate a suspect, fugitive, material witness, or missing person;
- about the victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement;
- about a death we believe may be the result of criminal conduct;
- about criminal conduct at the hospital;
- in emergency circumstances to report a crime, the location of the crime or victims, or the identity, description or location of the person who committed the crime.

Coroners, Medical Examiners and Funeral Directors. We may release medical information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death.

National Security and Intelligence Activities. We may release medical information about you to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

Inmates. If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release medical information about you to the correctional institution or law enforcement official. This release would be necessary (1) for the institution to provide you with health care; (2) to protect your health and safety or the health and safety of others; or (3) for the safety and security of the correctional institution.

Your Rights Regarding Medical Information About You

You have the following rights regarding medical information we maintain about you:

Right to Inspect and Copy. You have the right to inspect and copy medical information that may be used to make decisions about your benefits. To inspect and copy medical

information that may be used to make decisions about you, you must submit your request in writing to your Executive Director. If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other supplies associated with your request. We may deny your request to inspect and copy in certain very limited circumstances. If you are denied access to medical information, you may request that the denial be reviewed.

Right to Amend. If you feel that medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for the System. To request an amendment, your request must be made in writing and submitted to

Convenient Care Plus. In addition, you must provide a reason that supports your request. We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- is not part of the medical information kept by us;
- was not created by us, unless the person or entity that created the information is no longer available to make the amendment;
- is not part of the information which you would be permitted to inspect and copy;
□ is accurate and complete.

Right to an Accounting of Disclosures. You have the right to request an "accounting of disclosures" where such disclosure was made for any purpose other than treatment, payment, or health care operations. To request this list or accounting of disclosures, you must submit your request in writing to Convenient Care Plus. Your request must state a time period, which may not be longer than six years. Your request should indicate in what form you want the list (for example, paper or electronic).

Right to Request Restrictions. You have the right to request a restriction or limitation on the medical information we use or disclose about you for treatment, payment or health care operations. You also have the right to request a limit on the medical information we disclose about you to someone who is involved in your care or the payment for your care, like a family member or friend. We are not required to agree to your request. To request restrictions, you must make your request in writing to Convenient Care Plus. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply, for example, disclosures to your spouse.

Right to Request Confidential Communications. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail. To request

confidential communications, you must make your request in writing to Convenient Care Plus. We will not ask you the reason for your request. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

Right to a Paper Copy of This Notice. You have the right to a paper copy of this Notice. You may ask us to give you a copy of this Notice at any time. Even if you have agreed to receive this Notice electronically, you are still entitled to a paper copy of this Notice.

Changes to This Notice

We reserve the right to change this Notice. We reserve the right to make the revised or changed Notice effective for medical information we already have about you as well as any information we receive in the future. We will post a copy of the current notice on our website.

Complaints

If you believe your privacy rights have been violated, you may file a complaint with Convenient Care Plus, or the Secretary of the Department of Health and Human Services. To file a complaint with Convenient Care Plus, or if you have any questions about this Notice, please contact:

Convenient Care Plus

Attn: Kevin Schon, Vice- President of Operations

17445 Arbor Street, Suite 300, Omaha, NE 68130

877-900-8701

kschon@convenientcareplus.com

Revised 7/12/18