

Date: _____

Nations Midwifery

CLIENT AGREEMENT

This is an Agreement between NATIONS MIDWIFERY, a Texas professional service, located at 7362 Remcon Circle, El Paso, TX 79912 (**Nations Midwifery**), Consuelo York and associates, (**Midwives**) in their capacity as agents of Nations Midwifery, and you, (**Client**).

Background

The Midwife, who specializes in midwifery care, delivers care on behalf of Nations Midwifery, at the address set forth above as well as other El Paso locations. In exchange for certain fees paid by You, Nations Midwifery, through its Midwives, agrees to provide Client with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

Definitions

1. Client. A Client is defined as those persons for whom the Midwife 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 term Services, shall mean a package of services, both midwifery and non-midwifery, and certain amenities (collectively "Services"), which are offered by Nations Midwifery, and set forth in Appendix 1.

3. Terms. This agreement shall commence on the date signed by the parties below and shall continue for a period of twelve months, automatically renewed.

4. Fees. In exchange for the services described herein, Client agrees to pay Nations Midwifery, the amount as set forth in Appendix 1, attached. This fee is payable upon execution of this agreement, and is in payment for the services provided to Client during the term of this Agreement. If this Agreement is cancelled by either party before the agreement termination date, then Nations Midwifery shall refund the Client's prorated share of the original payment, remaining after deducting individual charges for services rendered to Client up to cancellation.

5. Non-Participation in Insurance. Client acknowledges that neither Nations Midwifery, nor the Midwife participate in any health insurance or HMO plans, Medicaid, nor Medicare. Neither of the above 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 Client. The Client shall retain full and complete responsibility for any such determination. If the Client is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then Client may need to sign the agreement which will be attached and incorporated by reference. This agreement acknowledges your understanding that the Midwife has no relationship with Medicare, and as a result, Medicare cannot be billed for any services performed for you by the Midwife. You agree not to bill Medicare or attempt Medicare reimbursement for any such services. As applicable, Client shall renew and sign the agreement yearly.

6. Insurance or Other Medical Coverage. Client acknowledges and understands that this Agreement is not an 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 Nations Midwifery, or its Midwives. Client acknowledges that Nations

Midwifery has advised that Client obtain or keep in full force such health insurance policy(ies) or plans that will cover Client for general healthcare costs. Client 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 Client may carry.

7. Term; Termination. This Agreement will commence on the date first written above and will extend every twelve months thereafter. Notwithstanding the above, both Client and NATIONS MIDWIFERY shall have the absolute and unconditional right to terminate the Agreement, without the showing of 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 twelve-month term (and each succeeding twelve-monthly term), the Agreement will automatically renew for successive twelve-monthly terms upon the payment of the monthly fee at the end of the contract month.

8. Communications. You acknowledge that communications with the Midwife 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 Midwife'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 Client's e-mail address on the attached Appendix 1, Client authorizes Nations Midwifery, and its Midwives to communicate with Client by e-mail regarding Client'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 Client's e-mail address in Exhibit A, Client 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 Nations Midwifery and the Midwife will make all reasonable efforts to keep e-mail communications confidential and secure, neither Nations Midwifery, nor the Midwife can assure or guarantee the absolute confidentiality of e-mail communications;

(c) In the discretion of the Midwife, e-mail communications may be made a part of Client's permanent medical record; and,

(d) Client 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 the nearest Emergency room, and follow the directions of emergency personnel.

If Client does not receive a response to an e-mail message within one day, Client agrees to use another means of communication to contact the Midwife. Neither Nations Midwifery, nor the Midwife will be liable to Client for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Client 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. 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, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights, obligations 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 of 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 that provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.

11. Reimbursement for services rendered. If this Agreement is held to be invalid for any reason, and if Nations Midwifery is therefore required to refund all or any portion of the monthly fees paid by Client, Client agrees to pay Nations Midwifery an amount equal to the reasonable value of the Services actually rendered to Client 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 Midwife 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 of the date established by Nations Midwifery, except that Client shall initial any such change at Nations Midwifery's 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 Client may have under it, may not be assigned or transferred by Client.

14. Relationship of Parties. Client and the Midwife intend and agree that the Midwife, in performing her/his 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 Midwife shall have exclusive control of her/his work and the manner in which it is performed.

15. Legal Significance. Client acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Client also acknowledges having had a reasonable time to seek 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 and 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 Texas and disputes arising out of this Agreement may be settled in the court of proper venue and jurisdiction for Nations Midwifery's address in El Paso, Texas. As Texas Licensed Midwives, the state has offered recourse for complaints through investigation of violations and imposition of penalties and sanctions.

19. SERVICE. All written notices are deemed served if sent to the address of the party written above or appearing in Exhibit A by first class U.S. mail.

The parties have signed duplicate counterparts of this Agreement on the date first written above.

Nations Midwifery

7362 Remcon Circle

El Paso, TX 79912

Tel. 915.225.2257

Fax 915.845.3405

NationsMw@gmail.com

Consuelo MF York, LM, CPM
Nations Midwifery

Associate Midwife (Sign/Print)
Nations Midwifery

Appendix 1
Services and Payment Terms

1. Midwifery Services. As used in this Agreement, the term Midwifery Services shall mean those midwifery and reproductive health services that the Midwife, her/himself is permitted to perform under the laws of the State of Texas and that are consistent with her/his training and experience as a professionally licensed Midwife, as the case may be. Client shall also be entitled to an annual “wellness examination and evaluation,” which shall be performed by the Midwife.

The Midwife 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, Client’s calls to the Midwife, or to the Midwife’s office, may be directed to a Midwife who is “covering” for the Midwife during her/his absence. Nations Midwifery will make every effort to arrange for coverage but can not guarantee such coverage.

2. Non-Medical, Personalized Services. Nations Midwifery shall also provide Client with the following non-medical services (“**Non-Medical Services**”):

(a) 24/7 Access. Client shall have access to the Midwife via direct telephone, texting, virtual/video chat. Client shall also have access to the Midwife on a twenty-four hour per day, seven day per week basis. Client shall be given a phone number where Client may reach the Midwife directly around the clock. During the Midwife’s absence during other clients’ births, for vacations, continuing education, illness, emergencies, or days off, Nations Midwifery will provide the services of an appropriate licensed healthcare provider for assistance in obtaining midwifery services. Client shall be given instructions as to how to contact such healthcare provider. Such provider shall be available to Client to the same extent as would the Midwife; however provider shall be contacted through an answering service rather than through a direct phone line.

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

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

(d) Same Day/Next Day Appointments. When Client calls or e-mails the Midwife 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 Midwife on the same day. If the Client calls or emails the Midwife after noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule Client’s appointment with the Midwife on the following normal office day. In any event, however, Nations Midwifery shall make every reasonable effort to schedule an appointment for the Client on the same day that the request is made.

(e) Home or Office Visits. Client may request that the Midwife see Client in Client's home or office, and in situations where the Midwife considers such a visit reasonably necessary and appropriate, she will make every reasonable effort to comply with Client's request.

(f) Visitors. Family members* temporarily visiting a Client from out of town may, for a two-week period, take advantage of the services described in subparagraphs (a), (c), and (d) of this paragraph. Midwifery services rendered to Client's visitors shall be charged on a fee-for-service basis.

***Family members who are Medicare beneficiaries may need to be covered by a Medicare opt out and waiver agreement in order to be treated by a Nations Midwifery Midwife.**

(g) Specialists. NATIONS MIDWIFERY Midwife shall help coordinate with medical specialists to whom Client is referred to assist Client in obtaining specialty care. Client 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 Nations Midwifery Midwife.

Monthly Membership Fees

Here at Nations Midwifery, our pricing system is very straightforward-just like it should be. There are no hidden costs or impossibly complicated invoices. If you have questions, simply ask. We're glad to help you understand. Take a look at our Membership Fees and Sign-Up to become a member

What is the cost of Membership?

Membership begins with a one-year commitment.

**One-Time Enrollment/Set-up fee: \$175. This is waived for those enrolling in 2017
Includes FREE "After-Hours" and Weekend office visits
Office visits during 8am - 5pm are \$15.**

**Newborn - Early infancy: \$10. / month with mother's membership
(we do not offer any vaccinations)**

Post-Puberty through 29 years: \$50. / month

30 years to Menopause: \$69. / month

Employer Groups with 5/+ employees: \$50 / month / person

What do I Get?

(in summary)

Free Consultation Interview

Office visits on West-side or East-side locations

Usually can get next-day appointments

Home and office visits, if needed

Client-Focused visits (questions, concerns, preparations) not just filling requirements

Choices of other Visits/Communication methods (text, phone, email, virtual-video)

Pre-pregnancy and "between" pregnancy care

Prenatal and postpartum care for you and baby, including Breastfeeding support

Deep discounts on Out-of-Hospital Birth or Home-Birth services

Follow-up & Annual Well-Woman Reproductive Health visits and evaluations

Well-Baby visits and evaluations

Prenatal & Childbirth Preparation Classes

Reduced fee for Labor Companion/Doula

Free labs and assessments performed on-site

(Pregnancy test, Urinalysis, Hemoglobin, etc.)

Discounts on lab testing and ultrasounds

Collaborative Care and Advocacy

Client Enrollment (Exhibit A)
Nations Midwifery

Annual fees, as set out below shall apply to the following Client(s), who by signing below agree to the terms and conditions of the Nations Midwifery Agreement Form.

Printed Name	Date of Birth (MM/DD/YYYY)	Age
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Street Address	City, State, Zip
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Home Phone	Work Phone	Cell Phone	Preferred email
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Spouse Name	Date of Birth (MM/DD/YYYY)	Age
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Home Phone	Work Phone	Cell Phone	Preferred email
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Child/Children (under one year) to whom this Agreement Applies:

Printed Name	Date of Birth (MM/DD/YYYY)	Age
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Printed Name	Date of Birth (MM/DD/YYYY)	Age
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Printed Name	Date of Birth (MM/DD/YYYY)	Age
--------------	----------------------------	-----

Printed Name	Date of Birth (MM/DD/YYYY)	Age
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Preferred Payment Method:

- Yearly (Check or Credit/Debit Card)
- Semiannually (Check or Credit/Debit Card)
- Monthly (Cash / Check / Credit/Debit Card)

Employer _____

I certify that I have read, understand, and agree to the terms set forth in the Nations Midwifery Agreement Form. I further certify that I have received a copy of this form.

Signature: _____ Date: _____

Group/Corporate Enrollment Form

Nations Midwifery

7362 Remcon Circle
El Paso, TX 79912
Tel. 915.225.2257
Fax 915.845.3405
NationsMw@gmail.com

Company Name: _____

Company Contact/Title: _____

Additional Contact/Title
(Person to receive invoice): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Numbers: _____

Emails: _____

Coverage (employer responsibility to Nations Midwifery)

Membership: _____%

Labs: _____%

Ultrasounds: _____%

Labor & Delivery: _____%

Misc. Charges _____%

Preferred Payment Method:

Monthly Check

Monthly Credit/Debit Card Auto-Debit Enabled: 5th, 10th, 15th, 20th, 25th (circle)
(You may call to provide this billing information over the phone for security purposes)

Nations Midwifery
Client Agreement

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AUTOMATIC CREDIT/DEBIT CARD BILLING AUTHORIZATION

To enjoy the convenience of automated bill payment, simply complete the Credit/Debit Card Information section below and sign the form. All requested information is required. Upon approval, a monthly auto-deduction will be set-up. Your statement will include monthly fees and incidental charges which you will receive prior to any payments or deductions.

Customer(s) Name(s): _____

PAYMENT INFORMATION

I authorize NATIONS MIDWIFERY to automatically bill the card listed below as specified:

Amount: \$ _____

Incidental Charges

Frequency: Monthly

Start billing on: ___/___/___

End billing when: Customer provides written cancellation

CREDIT/DEBIT CARD INFORMATION (Visa, MasterCard, American Express, Discover)

Credit card type:

Credit card number:

Expires:

___/___

Cardholder's name:

CVC (Security code)

(As shown on credit card)

Customer's signature:

Date:

Nations Midwifery

7362 Remcon Circle
El Paso, TX 79912
Tel. 915.225.2257
Fax 915.845.3405
NationsMw@gmail.com

AUTHORIZATION TO RELEASE HEALTHCARE INFORMATION

Client/Patient's Name: _____ Date of Birth: _____

Previous Name: _____ Social Security No.: _____

I request and authorize _____
Provider/Office Name, Address

_____ Fax & Tel numbers
to release healthcare information of the person named above to Nations Midwifery.

This request and authorization applies to:

- Healthcare information related to the following treatment, condition or dates: _____

- All healthcare information
- Other: _____

Sexually Transmitted Disease (STD) includes herpes, herpes simplex, human papiloma virus, wart, genital wart, condyloma, Chlamydia, non-specific urethritis, syphilis, VDRL, chancroid, Lymphogranuloma Venereum (LGV), HIV (Human Immunodeficiency Virus), AIDS (Acquired Immunodeficiency Syndrome), and gonorrhea.

Yes / No I authorize the release of my STD results, HIV/AIDS testing, whether negative or positive, to Nations midwifery, as listed above.

Yes / No I authorize the release of records regarding drug, alcohol, or mental health treatment to Nations midwifery, as listed above.

Client/Patient Signature: _____ Date: _____

THIS AUTHORIZATION EXPIRES NINETY DAYS AFTER IT IS SIGNED.

Nations Midwifery
Client Agreement