

Membership Agreement Wellness Plan

This Membership Agreement specifies the terms and conditions under which you, the undersigned member(s), will participate in the Concierge Wellness Program (the Program) of Andrew Lenhardt, M.D. (Dr. Lenhardt).

Dr. Lenhardt provides internal, family and holistic medicine medical services to patients. You desire to receive, for a fee, certain non-medical services (the Services) as part of the Program from Dr. Lenhardt through this Membership Agreement. This Membership Agreement sets forth the terms and conditions of your participation in the Program, including the terms and conditions on which the Services will be provided to you. You and Dr. Lenhardt therefore agree as follows:

The Services Include the Following:

Same Day/Next Day Appointments with Dr. Lenhardt - You acknowledge that while providers often schedule same or next day appointments if there is a medical necessity for such a timeframe, the appointment is not always with the patient's provider. Under this Membership Agreement, your appointment will be with Dr. Lenhardt (or, in the event of Dr. Lenhardt's absence due to illness, vacation or conference attendance, with his covering physician, Dr. Frank Harte or another provider at Well Life), and Dr. Lenhardt will make all reasonable efforts to see you the same day or the next day without regard to medical necessity.

24/7 Availability and Access – For those in the *Wellness Plan*, any medical issues during regular office hours will be covered by Dr. Lenhardt or his private nurse. His private nurse will only have responsibility for Dr. Lenhardt's patients with rare exceptions. For issues that come up outside of regular office hours, there be a traditional on-call system utilizing a physician group that will include Dr. Lenhardt. He may or may not be on call for any particular evening and medical needs off hours can be covered by a provider who may or may not work at Well Life.

You will also have email access to Dr. Lenhardt through the electronic medical record system. For those in the *Wellness Plan*, emails will only be

addressed during regular business hours. If you wish to send secure e-mail communications to, and receive secure e-mail communication responses from, Dr. Lenhardt, and/or his employees, agents, co-workers or representatives, you must utilize the electronic medical record's electronic communication system for which you will be given instructions. You should be aware that unlike the secure message service provided through the electronic medical record, traditional e-mail is not a secure method for sending or receiving potentially sensitive personal health information. You also acknowledge and understand that e-mail in any form is not a good method for urgent or time-sensitive communications. In the event a communication is time-sensitive, you must communicate with Dr. Lenhardt or the staff at Well Life by telephone or in person. You acknowledge and understand that, at the discretion of Dr. Lenhardt, or Well Life, your e-mail may become part of your medical record.

Membership Fees: Your Membership Fee and payment structure is described in Exhibit A attached to this Membership Agreement.

Medical Services/Exclusions from Program: In addition to the Services outlined above which you will receive as part of the Program, Dr. Lenhardt will provide general internal, family and/or holistic medicine services to you as a regular patient. Except for the Services that you receive as part of the Program, you and/or your insurer (whether commercial, Medicare or other third-party payor) will be financially responsible for paying for all medical services received by you from Dr. Lenhardt or the staff at Well Life. This means that while access to a same or next-day appointment is included in the Services that you receive as part of the Program, you or your insurer/Medicare will be responsible for the cost of the medical care provided in that appointment. Neither Andrew Lenhardt, MD, nor Well Life or its staff will seek reimbursement from any insurer, Medicare or other third-party payor for the Services provided to you as part of the Program.

Co-Payments/Other Out of Pocket Costs: Your payment of the Membership Fee will not affect the co-payments, co-insurance or deductibles that you are required to pay pursuant to the terms of your insurance coverage/Medicare. You will continue to be financially responsible for any co-payments, co-insurance or deductible amounts required by your insurer/Medicare for those services outside the Services that you receive as part of the Program.

Term and Termination: This Membership Agreement has an initial one (1) year term beginning on the date set forth on Exhibit A, and, unless and until terminated as set forth below, shall automatically renew for additional one (1) year terms.

You or Dr. Lenhardt may terminate this Agreement at any time upon 30 days' written notice. If you or Dr. Lenhardt terminate this Agreement for any reason, you will be entitled to a prorated refund for any fees paid in full in advance. (Members can otherwise choose to pay in monthly installments if so desired and, under this payment arrangement, any monthly fees already paid will not be refunded.)

Vacations/Absences: All of your office visits will be with Andrew Lenhardt, MD, except when he is away on vacation, ill or attending a conference. For those times, he will be covered by Frank Harte, MD, and other appropriately qualified medical staff from Well Life.

Entire Agreement: The undersigned agrees to the terms of this Agreement, all of which expressed herein. There are no promises or representations between you and Dr. Lenhardt except as set forth herein.

Notices: Any communication required or permitted to be sent under this Agreement shall be in writing and sent via U.S. mail to the addresses set forth in Exhibit A. Any change in address shall be communicated in accordance with the provisions of this section.

Billing: Membership fees are charged annually or monthly as elected by the Member and reflected on Exhibit A and must be paid within thirty (30) days. Monthly billing will start a month prior to the date each patient becomes an official patient under Dr. Lenhardt, e.g. for services that start March 1, 2017, the first payment will be due February 1, 2017. The monthly fee will continue to be billed a month in advance until the agreement is nullified either by the member or by Dr. Lenhardt. Copayments, deductibles and coinsurance shall be paid upon receipt of an invoice from Well Life and/or Dr. Lenhardt. Failure to keep up with annual or monthly payments for any and all portions of the Agreement may result in termination of this Agreement following written notice from Dr. Lenhardt.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to Massachusetts' choice of law provisions.

Andrew Lenhardt, M.D.

Date

Member Name:

Date

Member Name:

Date

Exhibit A

Effective Date: _____

Check applicable Membership Fee:

_____ \$100 per month for individuals in the Wellness Plan

_____ \$150 per month for couples in the Wellness Plan

_____ \$200 per month for families that includes two adults and all children between 10 and 21 years old

Check applicable payment structure:

_____ Annual in Full

_____ Monthly (12 equal installments)

Credit Card Number _____ and Exp Date _____

Name on Credit Card _____

Name(s) of Member(s)

Address for Member(s):

Private Pay Agreement (Draft)

I understand that I will be working with Andrew Lenhardt, MD, in a private pay arrangement. Dr. Lenhardt, Well Life and Apex Medical will not, in any way, seek payment or reimbursement from my private or public health insurance company.

I understand that I am wholly responsible for all payments for visits and emails related to the services provided by Andrew Lenhardt, MD. The visits will be charged at \$150 for 30 minutes or \$250 for 60 minutes. This fee structure is subject to change in the future. If a visit runs longer than 30 minutes, it will be billed at the full 60-minute rate of \$250.

I understand that Andrew Lenhardt, MD will not be serving in the role of primary care provider, but as a consultant.

I understand there will be no specific term or duration of my relationship with Andrew Lenhardt, MD. I can terminate my relationship with Andrew Lenhardt, MD, (that is based on his agreement) at any time with no fees due except for any unpaid fees for visits and/or follow-up emails. Andrew Lenhardt, MD, can terminate his relationship with me at any time and would give me 30 days notice.

I understand that any advice or recommendations made by Andrew Lenhardt, MD, should be reviewed in detail with my primary care provider and/or any medical specialists or other providers involved in my medical care. To that end, Dr. Lenhardt will send copies of the visit notes to my primary care provider and any other medical specialists that I request.

I understand that I must come in and pay for visits lasting at least a half hour every 90 calendar days to have an ongoing relationship with Andrew Lenhardt, MD.

I understand that in between visits I can utilize the email dr.a.lenhardt@gmail.com for updates and changes to management. I can only use that email and will have no other regular contact with Andrew Lenhardt, MD or other employees of Well Life. The emails must be one hundred words or less and there will be a charge of \$25 for each individual

email. I understand that this email is only to be used by clients that have had at least one face-to-face visit with Andrew Lenhardt, MD and only if I continue to come in for visits at least every 90 calendar days. I can come in for visits on a more frequent basis than every 90 days, but this is based on availability and there are no guarantees that I will be able to seen in the office more often than that.

I understand the urgent and emergent issues should be coordinated through my primary care provider and his covering agents and that these issues are not to go through Andrew Lenhardt, MD either through phone or email or an urgent office visit.

I understand that if Andrew Lenhardt, MD, is away from the office or unavailable through email, I am to work with my primary care provider or his designees and not any employees of Well Life.

Name of Client

Signature of Client

Name of Witness

Signature of Witness

Date

Date