



MEQUON WELLNESS CENTER

**DIRECT PRIMARY CARE MEMBER AGREEMENT
MEQUON WELLNESS CENTER**

This Direct Primary Care Member Agreement ("Agreement") is made and entered into as of the date of the last signature below (the "Effective Date"), by and between Mequon Wellness Center, LLC, ("Mequon Wellness Center"), located at 11649 N. Port Washington Rd., and the individual set forth on the signature page below ("Member").

RECITAL

Mequon Wellness Center provides direct primary care to patients. **Mequon Wellness Center is not health insurance.** Members receive, in exchange for a fee, direct primary care services from Mequon Wellness Center as part of and by virtue of this Agreement. The purpose of this Agreement is to set forth the terms and conditions of how services will be furnished, to Member, by Mequon Wellness Center. Member and Mequon Wellness Center therefore agree as follows:

AGREEMENTS

1. **Term.**

Unless earlier terminated, as provided in this Agreement, the term of this Agreement will commence on the Effective Date and will thereafter continue for a period of one year ("Term").

2. **Services.**

- a. **Direct Primary Care Services.** Mequon Wellness Center will provide Member with the direct primary care services specified in Menu of Subscription Services (Appendix A).
- b. **Ancillary Services.** Mequon Wellness Center may make additional services available to Member which are not otherwise included in the Menu of Subscription Services. Ancillary Services may include, but are not limited to, laboratory services, medical imaging, diagnostic tests, and any associated shipping or handling. Ancillary Services are available for an Ancillary Fee (defined below).
- c. **No Emergency Care.** Member will not contact Mequon Wellness Center for emergency medical care. If Member is experiencing a medical emergency, Member will contact 911.

3. **Fees; Membership Suspension.**

- a. **Membership Fee.** Member will pay Mequon Wellness Center the sum(s) appearing on the Fee Schedule, for Subscription Services. The Membership Fee will apply for the Term and is subject to adjustment in subsequent years. Membership Fees are due monthly.
- b. **Ancillary Fees.** If Member elects to receive any Ancillary Services, Member will pay the ancillary fee, with respect to such Ancillary Service ("Ancillary Fee"). Member will pay any Ancillary Fees due to Mequon Wellness Center at the time the Ancillary Service is ordered.



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Ancillary fees are subject to change. Member will receive ancillary services at member's discounted rate of 50%, per Menu of Subscription Services.

c. Suspension of Membership. Mequon Wellness Center may suspend Member's membership if Member does not pay Member's Membership Fees or Ancillary Fees when such fees are due. Except in the event of emergency care whereby emergency medical professionals are unavailable, Mequon Wellness Center will not provide Member with Subscription Services or Ancillary Services if Member has a suspended membership. All outstanding fees will accumulate interest at a three percent annual rate. Membership may be reinstated upon payment of all outstanding fees and interest.

4. No Insurance Coverage. This Agreement does not provide health insurance coverage and is not a contract for insurance. Member acknowledges that Mequon Wellness Center has advised Member to obtain or keep in full force Member's health insurance policy(ies) or plans in order to cover Member and Member's family members for health care costs Member may incur outside of this Agreement. Member further acknowledges and agrees that Mequon Wellness Center will not bill any health care plan for Subscription Services provided under this Agreement. Member agrees to not seek reimbursement from any third-party payer, including, but not limited to, any government or private third-party payer, for the Subscription Services or Ancillary Services Mequon Wellness Center provides under this Agreement. Member agrees to indemnify and hold harmless Mequon Wellness Center for all damages Mequon Wellness Center incurs due to Member seeking reimbursement from a third-party payer for Subscription Services or Ancillary Services Mequon Wellness Center provides under this Agreement. Member understands and agrees that if Member desires to use funds from a Health Savings Account to pay for Subscription Services or Ancillary Services, Member is responsible for ensuring that the terms of the Health Savings Account allow Member to do so and Member will coordinate the payments from the Health Savings Account.

5. Medicare and Medicaid. Member acknowledges and agrees that the Subscription Services and Ancillary Services covered by this Agreement are not covered by Medicare, Medicaid, or any other government sponsored health insurance. If Member is a Medicare beneficiary, Member shall execute Appendix B of this Agreement before any Services or Ancillary Services are provided under this Agreement. If Member enrolls in Medicare during the Term of this Agreement, Member shall immediately execute Appendix B and provide a copy to Mequon Wellness Center.

6. Minors. Member understands that dependent minors may receive Subscription Services or Ancillary Services from Mequon Wellness Center if they have at least one parent or legal guardian that is a Member of Mequon Wellness Center's services. Member's dependent minor(s) must be put on Member's account. Member will pay the additional Membership Fee listed on the Fee Schedule on Member Services page of this Agreement.

7. Termination and Early Termination Fee. Member and Mequon Wellness Center each shall have the absolute and unconditional right to terminate this Agreement, without the showing of any cause for termination, upon giving 30 days' prior written notice to the other party. This Agreement shall also terminate upon the death of the Richard Lewis, MD or the Member. Mequon Wellness Center will not terminate this Agreement based on health status or protected status. If this Agreement is terminated by written notice, Mequon Wellness Center will refund to Member, immediately upon the date of termination, the fee for the unexpired portion of the Term



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in which the Agreement terminates, prorated based on the number of days remaining in the Term prior to the date of termination. If Member terminates this Agreement before the end of the then current Term, Member will pay an early termination fee equivalent to three months of the Membership Fees.

8. Renewal. Unless previously terminated as set forth above, at the expiration of the initial one-year Term (and each successive one-year Term), the Agreement will automatically renew for successive one-year terms upon the payment of the Membership Fee for the ensuing year (as set forth in the then current Fee Schedule). If Member fails to renew this Agreement by payment, then this Agreement shall immediately terminate.

9. Communications. Mequon Wellness Center provides various means for communication between Members and Mequon Wellness Center. Options include voice (e.g. cell or land-line phone), electronic (e.g. e-mail, facsimile, or text messaging), and virtual (e.g. video chat). Member acknowledges that such communication options are not guaranteed to be secure or confidential methods of communications. As such, to the extent permitted by state and federal law, Member expressly waives Mequon Wellness Center's obligation to ensure confidentiality with respect to correspondence using such means of communication. Member further acknowledges that all such communications may become a part of Member's medical records. Member authorizes the Mequon Wellness Center 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) using Member's e-mail address. By inserting Member's e-mail address, Member acknowledge that:

a. Protected Health Information. E-mail is not necessarily a secure medium for sending or receiving PHI and, in particular, if Member sends or receive e-mail through the e-mail system of the Member's employer, the employer may have the right to review it;

b. Security. Although Mequon Wellness Center will make reasonable efforts to keep e-mail communications confidential and secure, Mequon Wellness Center cannot assure or guarantee the confidentiality of e-mail communications.

c. Medical Record. In the discretion of Mequon Wellness Center, e-mail communications may be made a part of Member's permanent medical record; and

d. Emergencies. E-mail is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information. If Member does not receive a response to an e-mail message within two days, Member will use another means of communication to contact Mequon Wellness Center. Mequon Wellness Center will not 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: technical failures attributable to any internet service provider; power outages, failure of any electronic messaging software, or failure to properly address e-mail messages; failure of Mequon Wellness Center's computers or computer network, or faulty telephone or cable data transmission; any interception of e-mail communications by a third party; or Member's failure to



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comply with the guidelines regarding use of e-mail communications as set forth in this Agreement.

10. Amendment. No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by both parties, except that Mequon Wellness Center may unilaterally amend this Agreement, by sending Member 30 days' prior written notice of any such change, to add or remove Subscription Services to the Menu of Subscription Services in Appendix A.

Notwithstanding the foregoing, Mequon Wellness Center may unilaterally amend this Agreement without notice to the extent required by federal, state, or local law or regulation ("Applicable Law"). 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 Mequon Wellness Center, except that Member will initial any such change at Mequon Wellness Center'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.

11. Severability; Payment. If for any reason any provision of this Agreement is 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 this 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 that provision shall then be enforceable. Furthermore, if Mequon Wellness Center is required to refund any fees Member paid under this Agreement, Member will pay Mequon Wellness Center an amount equal to the reasonable value of the Subscription Services that were actually rendered to Member during the time period the refunded fees covered.

12. Relationship of Parties. Member and Mequon Wellness Center intend and agree that Mequon Wellness Center, in performing Subscription Services and Ancillary Services 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 Mequon Wellness Center shall have exclusive control of its work and the manner in which it is performed.

13. Assignment. This Agreement, and any rights Member may have under it, may not be transferred, or assigned by Member. Mequon Wellness Center may transfer or assign this Agreement to an affiliate or successor of Mequon Wellness Center.

14. Miscellaneous; Arbitration. 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. 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. This Agreement shall be governed and construed under the laws of the State of Wisconsin. All disputes arising out of this Agreement will be submitted to arbitration in the county in which Mequon Wellness Center is located, pursuant to the rules of the American Arbitration Association then in existence in the State of Wisconsin. The decision in arbitration shall be conclusive and binding on the parties and may be reduced to judgment in any court of competent jurisdiction. The parties expressly waive their right to trial in any court. All written



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notices are deemed served if sent to the address of the party written above, by first class U.S. mail.

15. Full Understanding. Member has reviewed this Agreement and had the opportunity to ask questions and receive answers regarding its content.

MEQUON WELLNESS CENTER, LLC:

Richard Lewis, MD

Date

MEMBER:

Member's Signature

Date

Member's Printed Name

MEMBER:

Member's Signature

Date

Member's Printed Name