

# Advanced Pain and Wellness Center, LLC

## Membership Agreement Terms and Conditions of

### Membership Plans

The following terms and conditions govern the Advanced Pain and Wellness Center, LLC Membership Plan (the “**Membership Plan**”) provided by Advanced Pain and Wellness Center, LLC (“**APMWC**”) to each person listed on the Registration Form (“**Client**” or “**Member**”).

This ("Agreement") is made effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between APMWC and

(name)\_\_\_\_\_

(address) 3385 Burns Rd, Suite101, Palm Beach Gardens, FL, 33458

Term requested is \_\_\_9 (nine)\_\_\_ months

Registration fee as indicated below due on effective date and shall be incurred at renewal time requested.

#### **1. Introduction**

If the client pays the fees described in Section 4 below, APMWC will provide to the client enhanced and comprehensive weight loss services that DO NOT include regular primary care services APMWC typically provides. These Covered Services are described in further detail in Section 2 below.

**THIS MEMBERSHIP PLAN IS NOT INSURANCE AND APMWC IS NOT AN INSURANCE COMPANY. APMWC ONLY PROVIDES THE SERVICES DESCRIBED BELOW AND WILL NOT REIMBURSE THE CLIENT FOR ANY COSTS OR CHARGES THE CLIENT MAY INCUR.**

**THE MEMBERSHIP FEE IS SEPARATE FROM ANY COPAYS OR DEDUCTIBLES THAT APPLY PER VISIT, AS VISITS WILL STILL BE BILLED TO INSURANCE. MEMBERS ARE RESPONSIBLE FOR ANY POSSIBLE CO-PAYS OR DEDUCTIBLES, IN ADDITION TO THE MEMBERSHIP FEE. IN THE SETTING OF SELF-PAY VISITS, THE COST OF THE INITIAL CONSULTATION VISIT AND FOLLOW-UP VISITS ARE SET PER APMWC, AND ARE ALSO SEPARATE FROM THE MEMBERSHIP FEE.**

**NOT ALL TYPES OF HEALTH CARE SERVICES ARE COVERED BY THIS MEMBERSHIP PLAN. APMWC ONLY PROVIDES THOSE COVERED SERVICES FURTHER DESCRIBED HEREIN. THE MEMBERSHIP PLAN DOES NOT COVER HOSPITAL CARE OR ANY OTHER HEALTH CARE SERVICES.**

**MEMBER ACKNOWLEDGES THAT APMWC RECOMMENDS THE MEMBER OBTAIN OR KEEP IN FULL FORCE SUCH HEALTH INSURANCE POLICIES OR PLANS THAT WILL COVER POTENTIAL HEALTH CARE COSTS. THIS AGREEMENT DOES NOT QUALIFY THE MINIMUM ESSENTIAL COVERAGE TO SATISFY THE INDIVIDUAL SHARED RESPONSIBILITY PROVISION OF THE PATIENT PROTECTION AND AFFORDABLE CARE ACT 26 U.S.C s. 500 A.**

**This agreement is not workers' compensation insurance and may not replace the employer's obligations under chapter 440, Florida Statutes**

**BY ENROLLING IN THIS MEMBERSHIP PLAN AND RECEIVING SERVICES FROM APMWC, THE MEMBER AND ALL OTHER MEMBERS IDENTIFIED IN THE MEMBER'S REGISTRATION AGREE TO THESE TERMS AND CONDITIONS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.**

**2. Covered Services.** Those services described below and in Exhibit A attached hereto and incorporated herein shall be known as "**Covered Services**" for non-Medicare beneficiaries. Covered services for Medicare beneficiaries do not include the services described below and exclude Exhibit A. All Covered Services shall be provided exclusively at APMWC's office ("**Clinic**").

2.1 Medical Services. APMWC provides enhanced weight loss care services to adults in our office as more fully outlined in Exhibit A ("**Enhanced Weight Loss Care Services**"). As part of these Enhanced Weight Loss Care Services, the client will be assigned a Florida licensed physician ("**Physician**") who will serve as the client's primary contact and care coordinator during the Term.

2.2 Wellness Services. APMWC provides certain wellness related services as more fully outlined in Exhibit A ("**Wellness Services**") designed to complement the Advanced Weight Loss Services.

2.3 Non-Medical Services. In addition to those Advanced Weight Loss Services and Wellness Services described above, APMWC will provide the following "**Non-Medical Services**":

2.3.1 Communication With APMWC. The Client will have access to the Physician and/or other relevant Provider (as defined below) through email, portal and/or telemedicine. Physician/Provider shall use his/her reasonable efforts to answer all email correspondence within a timely fashion. In the instance where your Physician/Provider is unavailable due to emergency or predetermined vacation days, APMWC will arrange for the coverage of a

qualified healthcare practitioner. Notwithstanding anything in this Section 2.3.1, NO emergent situations are to be addressed to Physician/PROVIDER in email or via the website. In the event of an emergency, the client should call 911 immediately and/or proceed directly to the emergency room.

2.3.1.1 APMWC cannot guarantee the privacy or security of communication via e-mail, text message, or video chat.

Communication using these methodologies may be intercepted and read by others. Further, if Client shares an e-mail address, an e-mail from APMWC offers a secure patient portal for confidential communications.

2.3.1.2 Client authorizes APMWC to communicate with Client or family members listed in Section 2 by patient portal, e-mail, cell phone, text message, or video chat.

2.3.1.3 If Client does not receive a response within twenty-four (24) business hours, Client should utilize an alternative method to communicate with APMWC.

2.3.1.4 Client understands that e-mail and patient portal communication should only be utilized for non-urgent communication. It should not be used for emergencies. Client further understands that, if Client or Client's family member is experiencing a sudden or severe change in health or otherwise needs immediate attention, Client should call 911, go to an emergency room or contact APMWC by telephone.

2.3.1.5 Despite best efforts, technical failures are always a possibility. Neither APMWC nor its providers will be liable to the Client for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to you 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 email messages; (iii) failure of APMWC'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) the Client's failure to comply with the guidelines regarding use of e-mail communications set forth in this paragraph.

2.3.2 Same/Next Day Appointments. Upon the Member's request, all reasonable efforts will be made to

ensure that you are scheduled in a timely manner during regular business hours of the Clinic. Please note, however, that patients who are ill may take precedence over patients scheduling routine examinations.

2.3.3 Prescriptions. Approved Prescriptions and prescription refills will be called in within seventy-two (72) regular business hours of an appointment or time of request.

2.4 Delivery of Covered Services. Covered Services will be delivered by teams (composed of physician assistants, nurses, nurse practitioner's health coaches and medical assistants) led and overseen by a physician (collectively, "**Provider(s)**"). Medical Assistants may do the following: (a) conduct intake visits and work with physicians to create care plans; (b) provide education and coaching to patients both individually and in groups; (c) be accessible to patients by phone and email, with coverage arrangements for nights, weekends and holidays; (d) track the progress of patients in meeting their goals; and (e) proactively reach out to patients as needed.

2.5 Management of Your Overall Health. APMWC is committed to the management of your overall health. As such, APMWC will attempt to coordinate the delivery of the Client's care across the care continuum through direct consultation with and referral to other providers (including specialists, hospitals, extended care facilities and other types of health care providers as medically necessary). Additionally, APMWC uses a proprietary information technology platform that incorporates data from local hospitals, pharmacies and labs in order to track the care provided by those other practitioners and thereby gain a better understanding of the Client's overall health. Using this data and data from APMWC's own encounters with the Client, APMWC will engage the Client in these offering through the use of various forms of communication (email, phone, etc.).

**3. Excluded Services.** As part of the Membership Plan APMWC only provides to the Client those Covered Services expressly described above. APMWC will not provide, pay for, or in any way reimburse the Client for any other services ("**Excluded Services**") including, but not limited to, the following:

3.1.1 Hospital Care and Hospitalizations. This Membership Plan does not cover any services performed at a hospital or similar facility or while the Member is a patient at a hospital or similar facility, including, but not limited to, any type of inpatient or outpatient services or procedures, or any services associated with hospital stays such as use of operating, delivery, recovery, or other specialty rooms and any professional fees, equipment or supplies related therein.

3.1.2 Emergency Care. This Membership Plan does not cover any type of emergency care or emergency room service, including, but not limited to, any service required due to a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a layperson possessing an average knowledge of health and medicine would reasonably expect the absence of immediate medical attention to place the health of the individual in serious jeopardy, cause serious impairment to bodily functions, or cause serious dysfunction of any bodily organ or part.

3.1.3 Burns and Broken Bones. This Membership Plan does not cover any definitive treatment of 2<sup>nd</sup> and 3<sup>rd</sup> degree burns, bone fractures, and/or dislocations.

3.1.4 Surgery and Surgical Care. This Membership Plan does not cover any type of surgery, joint injections, medication implants, preoperative and post-operative surgical care, casts, specialized surgical dressings, and/or any supplies, devices or appliances surgically inserted within the body.

3.1.5 Gastrointestinal Diagnostic Testing. This Membership Plan does not cover any gastrointestinal diagnostic testing, including, but not limited to, colonoscopy or endoscopy.

3.1.6 Radiological and Similar Testing. This Membership Plan does not cover any radiological or similar testing, including, but not limited, to x-rays, CT or CAT scans, magnetic resonance imaging (MRI), mammograms, ultrasound, and nuclear medicine.

3.1.7 Orthotics. This Membership Plan does not cover supportive devices for the foot, including, but not limited to, foot inserts, arch supports, heel pads and heel cups, and orthopedic/corrective shoes.

3.1.8 Dental Care. This Membership Plan does not cover dental care, including, but not limited to, dental examinations, root canal treatments, the filling or replacement of teeth, the removal of teeth, alveolectomy, bone grafts, dental implants, dentures, treatment of injuries to the teeth, diseases of the teeth, gingival tissues, or soft tissue impactions.

#### **4. Fees and Payment / Billing.**

4.1 Membership Service Fee. The Member must pay the following service fee to be paid at the onset of membership:

**\$450.00**

4.2 Payment/Billing. APMWC requires that The Member pays in front prior to the first consultation. The Client hereby authorizes us to make these charges or debits depending on the payment method the Client authorized through APMWC's website.

4.2.1 The Member is electing to enter a contract of minimum length of nine months. This contract price is non-refundable for the duration of the contract term.

4.2.2 Client is responsible for maintaining up to date contact and billing information with APMWC

4.2.3 Unused Services will not be redeemed for cash value

4.2.4 A member shall incur a \$25 (initial)/\$50 (subsequent) fee for failing to give 24 hour notice of need to cancel, reschedule or no show for a scheduled appointment.

#### **5. Term / Termination, ad continuing Obligations**

5.1 Term.

Unless earlier terminated in accordance with this Section 5.2, the initial term of this Agreement shall be nine months (9) months commencing on the Effective Date.

The Client's Membership Plan membership commences on the date APMWC receives your payment

("Effective Date") and continues until 11:59 p.m. on the date immediately preceding the Effective Date in the nine month following month (e.g. if APMWC receives your payment on January 10 the membership will continue until 11:59 p.m. September 9) ("**Initial Term**"). At the end of the Initial Term, APMWC there will be an option to renew your membership in the Membership Plan on an every nine (9) month basis (each a "**Renewal Term**"). Notwithstanding the forgoing, The Client can terminate his/her membership in the Membership Plan by notifying APMWC in writing at least fourteen (14) days prior to the beginning of the next Renewal Term of the Client's desire to terminate the membership. The Initial Term and any subsequent Renewal Term shall collectively be referred to as the "**Term**".

5.2 Termination. The Client's Membership Plan membership may be terminated by APMWC for any reason or no reason upon thirty (30) days' written notice, in compliance with all applicable regulations and licensing requirements, which are imposed on licensed physicians in the State of Florida.

5.3 APMWC reserves the right to modify or discontinue membership services, or increase the applicable fee schedule at any time, but no more than twice per year. Client will be provided notice of any such modification at least 30 (thirty) days prior to the effective date of such change.

## **6. General Provisions.**

6.1 Dispute Resolution. In the event of any controversy or dispute between the Client and APMWC related to or arising out of the Client's Membership Plan membership, the parties agree to meet and confer in good faith to attempt to resolve the controversy or dispute without an adversary proceeding. If the controversy or dispute is not resolved to the mutual satisfaction of the parties, either party will have the option of submitting the controversy or dispute to binding arbitration, to be conducted in Palm Beach County, Florida. Such binding arbitration proceedings will be conducted in accordance with the procedures set forth by the American Health Lawyers Association with the non-prevailing party responsible for payment of all reasonable attorney's fees and costs as well as the cost of the arbitrator.

6.2 Assignment. The Member may not assign or transfer his/her Membership Plan membership or any interest therein to any other person or entity, and any such assignment or transfer shall be void. APMWC may assign or transfer this Membership Plan without the Member's consent, and any such assignment or transfer is binding upon and inures to the benefit of the Member, APMWC and APMWC 's respective successor and assigns.

6.3 Policies, Procedures and Amendments. APMWC may from time to time develop policies and procedures in connection with the operation or administration of the Membership Plan. APMWC may also amend the Membership Plan, including those Covered Service listed on Exhibit A, from time to time and in APMWC 's sole discretion. The Member shall be bound by all such policies, procedures and amendments.

6.4 Conflict. In the event of a conflict between these Terms and Conditions and any document, form or brochure, these Terms and Conditions shall control.

6.5 Entire Agreement. These Terms and Conditions and all Exhibits hereto (as APMWC may modify or amend from time to time) constitute the sole and entire agreement between the Member and APMWC with respect to the subject matter hereof and thereof, and supersede any and all prior written or oral agreements, discussions or understandings between the Member and APMWC.

6.6 General Release. To the greatest extent enforceable by law, each Member, on behalf of himself or herself and each of their respective heirs, beneficiaries, successors and assigns, hereby forever releases and discharges APMWC, its affiliates, and each of their respective officers, directors, employees, agents and representatives from and against any and all liabilities, claims, demands, actions, and cause of action of any kind or character that such person has, or may have relating to or arising from use of services under the Membership Plan. The sole recourse available to any such releasing person against APMWC is termination of your Membership Plan membership in accordance with these Terms and Conditions.

6.7 Governing Law. This Membership Plan shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the choice or conflict of laws of that or any other jurisdiction.

6.8 Privacy of Individually Identifiable Health Information. We will maintain the privacy and confidentiality of all individually identifiable information about you in accordance with all applicable statutes and regulations.

6.9 Notices. All notices, consents, approvals, requests, and communications required under these Terms and Conditions and this Membership Plan shall be in writing and shall be deemed to have been given when delivered by first class mail, postage prepaid or by hand delivery to you at the most recent address shown in APMWC 's records and to APMWC at the address shown below:

Advanced Pain Management and Wellness Center, LLC

3385 Burns Rd Suite 101

Palm Beach Gardens, FL 33410

6.10 Headings. The headings contained in these Terms and Conditions have been inserted for convenience only and do not define or limit the provisions hereof or the Membership Plan. APMWC of any breach of any Medical provision of these Terms and Conditions by Member will not operate or be construed as a waiver of any subsequent breach by Member.

6.12 Severability. Any provision of these Terms and Conditions that is held to be inoperative, unenforceable, voidable or invalid in any jurisdiction will, as to that jurisdiction, be inoperable, unenforceable, void or invalid without affecting the remaining provisions of these Terms and Conditions in that jurisdiction or the operation, enforceability or validity of that provision in any other jurisdiction, and to this end, the provisions of these Terms and Conditions are declared to be severable. Any provision of these Terms and Conditions that is held to be inoperative, unenforceable, voidable or invalid will be enforced to the maximum extent permitted under applicable law.

6.13 Medicare. Medicare enrolled participants may participate in services exclusively listed in Exhibit B. For Exhibit A covered services the Client represents that he/she is not currently enrolled in Medicare. If the Client enrolls in Medicare at any time during the term of his/her membership, this Membership Plan will be deemed to have terminated for exhibit A covered services on the date of the Client's Medicare Enrollment. Individuals with Medicare understand that their membership excludes those services in Exhibit A and only includes the services listed under Exhibit B.

6.14 Regulatory Compliance. It is the intent of APMWC that the Membership Plan comply in all respects with all applicable federal, state and local laws, regulations, rules and interpretive case decisions and APMWC has structured it with that specific intent. However, it is understood that such laws, regulations and case decisions are complicated and in a state of flux. Therefore, in the event that any provision of these Terms and Conditions is rendered invalid or unenforceable by a court of competent jurisdiction, or the applicable laws and regulations are altered by any legislative or regulatory body, or Member is notified in writing of APMWC's reasonable belief that these Terms and Conditions or any of its provisions may be declared null, void, unenforceable, or in violation of applicable laws or regulations, the remaining provisions, if any, of these Terms and Conditions will nevertheless continue in full force and effect.

## **7. Availability of Membership.**

7.1 Availability of Membership Services. APMWC providers may from time to time, due to vacations, sick days, and other similar situations, not be available to provide the Membership Services. These times will be minimal, and APMWC shall make every effort to give sufficient advance notice to Client so Membership Services can be scheduled on another date. However, in an emergency, Client calls to APMWC or one of its providers will be directed to a healthcare provider who is "covering" for the APMWC provider during her absence ("Covering Provider"). Any medical services furnished to Client or Client's family member described in Section 2 by any Covering Provider not directly employed by APMWC may be billed to Client's health insurance plan by the Covering Provider. Client is responsible for any deductibles or co-pays due to the Covering Provider.

## **8. Miscellaneous.**

8.1 Client has reviewed all information available from APMWC regarding Membership Services and has had sufficient opportunity to ask any questions and receive answers regarding the Membership Services.

8.2 This is a personal agreement between Client and APMWC. It is not transferrable or assignable by either party without the written consent of the other party.

8.3 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 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 enforceable in its modified form. If APMWC is required by law to refund all or any portion of the Fees,

Client agrees to pay APMWC an amount equal to the reasonable value of Membership Services actually rendered to Client during the period of time for which the refunded fees were paid.

8.4 This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter.

8.5 This Agreement shall be governed and construed under the laws of the State of Florida and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction in Daytona Beach, Florida.

## **EXHIBIT A COVERED SERVICES**

**1. Exams.** Members are entitled to monthly appointments with APMWC 's doctor during normal business hours.

**2. Weight Loss.** Covered Services will also include, but not be limited to the following preventative, diagnostic, and other procedures when deemed medically necessary by your treating Provider:

2.1 Laboratory Tests. APMWC 's Providers or a contracted laboratory can draw your blood for medically necessary laboratory tests; however, the actual costs of the laboratory, outside of those listed in section 2 of Exhibit A, will be the client's responsibility. Members also have to option to visit an outside lab of their choice if they prefer.

2.2 Blood Pressure Screening. A blood pressure screening detects whether a patient has high blood pressure, a condition that increases the risks of heart failure, heart attack, stroke, and kidney failure. For patients who have already been diagnosed with high blood pressure, a blood pressure screening is a way of monitoring the effectiveness of medications and dietary modifications.

2.3 Body composition scale

2.4 Anti-obesogenic prescription medications if indicated and desired

\*Members are responsible for all costs, including supplies, products, drugs, laboratory testing, and specimen analysis, which are not listed under included medical services and procedures. Payment is due at the time of service, and patient always retains the right to receive services from another provider or facility of choice.

**3. Wellness Services.** Covered Services include access to the following wellness related services:

3.1 Medication Review. Medication Review is a structured, critical examination of a patient's medicines with the objective of reaching an agreement with the patient about treatment, optimizing the impact of medicines, minimizing the number of medication-related problems, and reducing waste.

3.2 Nutrition and lifestyle counseling- information, educational materials, support, and follow- up to help the patient make and maintain the needed dietary changes.

3.3 Other Wellness Initiatives. APMWC may periodically provide additional wellness related services or initiatives in APMWC 's office from time to time including certain group classes. The Client may obtain a current list of those additional wellness initiatives by contacting APMWC 's office or visiting APMWC 's website.

3.4 Coordination of referrals. The physician/provider shall coordinate with medical specialists to whom the member is referred in order to assist member in obtaining speciality care. Member understands that fees paid under this Agreement do not include specialist's fees or fees due to any medical professional other than the practice staff, and these are the patient's responsibility.

**EXHIBIT B**

The membership plan fees cover the following amenities to Medicare beneficiaries who sign up as Members.

1. Secure internet/communication patient portal for communication with staff and doctor. Access to exclusive online health management tools.
2. Patient Education Materials Prepared by the physician/provider
3. Preparation of health-related paper work.
4. Coordination of referrals. The physician/provider shall coordinate with medical specialists to whom the member is referred in order to assist member in obtaining speciality care. Member understands that fees paid under this Agreement do not include specialist's fees or fees due to any medical professional other than the practice staff, and these are the patient's responsibility.

The membership fees cover only the above defined Amenities which are not covered services under the Medicare insurance plan. In the case where medical care services are provided to the Client and are either covered under the Medicare insurance plan or are excluded from the Program, the Client and/or his/her insurer will be financially responsible for paying for all such healthcare and medical care services.

IN WITNESS WHEREOF, the parties have executed this Agreement on the month, day and year written below.

Advanced Pain Management and Wellness Center, LLC

\_\_\_\_\_ Authorized Representative

\_\_\_\_\_ Date

CLIENT

\_\_\_\_\_ Signature of Patient/Member

\_\_\_\_\_ Date