

INTEGRATIVE HEALTH PARTNERSHIP, LLC
MEMBERSHIP AGREEMENT

This Membership Agreement (this “Agreement”) is made as of the date on the signature page of this Agreement (“Effective Date”) between you and Integrative Health Partnership, LLC (the “Company”).

- 1. Purpose.** The purpose of this Agreement is to provide you with a special, personalized approach to your health care that affords you ready access to your chosen physician, Dr. David Schwindt (your “Physician”) through David Schwindt, M.D., LLC (the “Practice”), as well as certain value-added amenities and practice enhancements.
- 2. Enhancements.** In exchange for the Membership Fee, the Company agrees to:
 - (a)** provide you with the amenities and practice enhancements listed on **Schedule 1**; and
 - (b)** contract with the Practice to arrange for your Physician to provide you with professional services, including but not limited to the Professional Services listed on **Schedule 2**. (The amenities and enhancements referenced in subsection (a), together with the Company’s obligation to contract with the Practice, are hereafter collectively referred to as the “Enhancements.”) Please note that the Membership Fee does not cover or pay for any of the Professional Services provided by the Practice or your Physician. The Practice will bill you or, as appropriate, your health insurance plan, separately for Professional Services rendered to you by the Practice or your Physician. The Practice participates with most major health insurance plans, including Medicare, and accepts payment from those plans as payment in full for Professional Services, subject to applicable deductibles, co-payments and coinsurance.

By executing this Agreement, you acknowledge that the Enhancements are not items and services covered by your health insurer or health plan. You agree to bear the full financial responsibility for the Membership Fee, and you agree not to submit to your health insurer or health plan any bill, invoice or claim for reimbursement or payment with respect to the Membership Fee. Notwithstanding the foregoing, you may, in your discretion, submit the Membership Fee for reimbursement to any flexible spending account, health reimbursement account, or medical savings account of your employer in which you participate, to the extent such account provides reimbursement of such expenses. Neither the Company nor the Practice makes any representation that the Membership Fee (or any portion of that fee) is an expense that is eligible for reimbursement from any such account. You also understand and agree that this Agreement is a service contract and not a contract of insurance.

- 3. Membership Fee.** By executing this Agreement you agree to pay to the Company the annual Membership Fee as specified on **Schedule 3** to this Agreement. Unless you sooner terminate this Agreement, the Company will bill you for any Renewal Year (as defined in Section 8 below) before the beginning of that year. You agree to pay the Membership Fee for each Renewal Year (or the initial installment for that year, as applicable) within thirty (30) days after invoicing. Failure to pay the invoiced Membership Fee in a timely manner may result in termination of this Agreement. The Company reserves the right to change the Membership Fee at any renewal date of this Agreement, by giving you at least thirty (30) days’ advance written notice.
- 4. Family Coverage/Dependents.** You may elect family or dependent coverage under this Agreement as specified on **Schedule 3** to this Agreement. If you elect family or dependent coverage, then the

term “you” in this Agreement refers to both you and your designated family members and/or dependents.

- 5. Additional Charges.** Certain Enhancements may carry additional charges as set forth on the Schedules to this Agreement. If you elect to use an Enhancement that carries an additional charge, you agree to pay the additional charge promptly upon invoicing. You will be notified of the cost in advance of receiving those services which carry additional charges.
- 6. Amendments.** Upon at least thirty (30) days prior written notice, the Company may revise the Enhancements provided under this Agreement. Any such revision will be reflected on an amended **Schedule 1** to this Agreement that will be provided to you with such notice. Additional Enhancements will be subject to such terms and conditions as may be specified in the amended Schedules to this Agreement.
- 7. Your Physician.** Your Physician shall be your primary treating physician. You understand, however, that your Physician may not be available from time to time due to illness, continuing medical education obligations, customary vacation periods or similar reasons. During any such unavailability, your Physician will designate a covering physician or other licensed medical professional to attend to your medical needs. The covering practitioner will have access to your medical history and course of care, but, unless the covering practitioner is a physician-employee of the Practice, may only provide traditional medical services (without Enhancements) to you during the period your Physician is unavailable. You also agree that in the event your Physician becomes unavailable during the term of this Agreement due to illness or other disability, you will not be entitled to a refund of any portion of the Membership Fees previously paid by you.
- 8. Term.** Unless earlier terminated as set forth below or in Section 9, the initial term of this Agreement shall be for one year, commencing on the Effective Date (the “Initial Year”), and this Agreement shall automatically renew for successive one-year periods (each, a “Renewal Year”), unless either party notifies the other party in writing, not less than thirty (30) days prior to the expiration of the Initial Year or the Renewal Year, as applicable, of such party’s desire not to renew this Agreement.
- 9. Termination.** Either party may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the other. If you terminate this Agreement, you will be refunded the pro-rata portion of your annual Membership Fee, less an administrative fee of \$200 (“Administrative Fee”). This Administrative Fee shall be due even if you terminate this Agreement prior to being a Member for one month. If the Company terminates this Agreement, you will be refunded a pro-rata portion of your annual Membership Fee and no Administrative Fee will be due. Any pro-rated refund will be based on the number of days you have been a Member. Upon the Company’s receipt of this Agreement and the Membership Fee, the Company shall have the option, in its sole and absolute discretion, not to accept this Agreement (e.g., due to limitations on the number of Members) and to return your payment to you. In the event of your death, this Agreement will immediately terminate.
- 10. E-mail Communications**

 - (a)** You authorize the Company, the Practice and your Physician to communicate with you by e-mail regarding your “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 your e-mail address shown on **Schedule 3** to this Agreement.

(b) In so agreeing, you acknowledge that:

- (i)** E-mail is not a secure medium for sending or receiving PHI and, in particular, if you send or receive e-mail through your employer's e-mail system, your employer may have the right to review it;
- (ii)** Although the Company, the Practice and your Physician will make reasonable efforts to keep e-mail communications confidential and secure, neither the Company, nor the Practice, nor your Physician can assure or guaranty the confidentiality of e-mail communications;
- (iii)** In the discretion of the Practice and/or your Physician, e-mail communications may be made a part of your permanent medical record; and
- (iv)** E-mail is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information.

(c) Accordingly, you also agree that:

- (i)** You will not use e-mail to communicate regarding emergencies or other time-sensitive issues, or to communicate regarding other sensitive information, but rather will communicate such information through one of the other communication means specified on **Schedule 1**;
- (ii)** If you do not receive a response to your e-mail message within two (2) days, you will use another means of communication to contact the Practice or your Physician;
- (iii)** Neither the Company, the Practice, nor your Physician shall be liable to you for any loss, cost, injury or expense caused by, or resulting from: (a) a delay in responding to you 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, failure to properly address e-mail messages, failure of the Company's computers or computer network, or faulty telephone or cable data transmission; (b) any interception of e-mail communications by a third party; or (c) your failure to comply with the guidelines regarding use of e-mail communications set forth in this Section.

11. Authorization. You agree to execute the Company's authorization form, attached hereto as **Schedule 4**, authorizing the Practice and your Physician to disclose your PHI to the Company for purposes of administering this Agreement.

12. Practice of Medicine. You understand and acknowledge that the Company does not engage in the practice of medicine or provide any diagnostic, therapeutic or clinical services. To the extent that any act or service required or permitted to be rendered by the Company by any provision of this Agreement may be construed or deemed to constitute the practice of medicine (as that term may be defined under the laws of the State of Connecticut from time to time), that provision of this Agreement shall be void ab initio and the performance of that act or service by the Company shall be deemed waived by you. As noted above, all Professional Services will be provided to you by the Practice and your Physician.

- 13.** **Independent Medical Judgment.** Your Physician retains full and free discretion to exercise his professional medical judgment on your behalf and nothing in this Agreement shall be deemed or construed to influence or affect your Physician's independent clinical judgment.
- 14.** **Standard Terms.** This Agreement includes the standard terms and conditions set forth on **Schedule 5.**

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties intending to be legally bound have executed this Agreement on the date first written below.

**INTEGRATIVE HEALTH PARTNERSHIP, MEMBER:
LLC:**

By: _____

Effective Date: _____

SCHEDULE 1

ENHANCEMENTS¹

The Company will provide you with the following Enhancements, to the extent not covered by your health plan:

- 1. Panel Limits.** The Company will contract with the Practice to arrange for the services of your Physician, to arrange for your Physician to limit the size of his membership panel to approximately 400 patients, and to arrange for your Physician to provide the Professional Services described on Schedule 2.
- 2. Communications Enhancements.** The Company will provide your Physician with telephone, cellular phone, facsimile, and e-mail service, and will provide you with detailed instructions on how to contact your Physician through those means (collectively, the “Communications Enhancements”).
- 3. 24/7 Availability.** The Company will contract with the Practice to arrange for your Physician generally to be available to communicate with you (or your authorized representative) 24 hours a day, seven days a week through one or more of the Communications Enhancements, unless your Physician is unavailable due to vacation or other reason. Telephone and email communications will be responded to as quickly as reasonably feasible. *Additional charges may apply for unusual communication expenses.*
- 4. Same Day/Next Day Appointments.** The Company will contract with the Practice to arrange for you to be able to use the Communications Enhancements to make same day (or, where appropriate, next business day) appointments to see your Physician (or if your Physician is unavailable due to vacation or other reason, to see another physician), including appointments for non-urgent care, regardless of medical necessity.
- 5. Extended Patient Appointments.** The Company will contract with the Practice to arrange for you to be able to have appointments with your Physician for routine visits of such length as you reasonably need to review and discuss your concerns, regardless of medical necessity.
- 6. Extended Patient Hours.** The Company will contract with the Practice to arrange for your Physician to be available, upon reasonable request, for office visits on the following schedule: Monday through Friday during normal office hours (from 8:30 a.m. to 5 p.m.); weekday evenings and weekends by appointment as reasonably requested and mutually agreed.
- 7. Wait Time.** The Company will contract with the Practice to arrange for your Physician to use his best efforts to be available to you at the time of your scheduled appointment, with no waiting time, unless your Physician is attending to a medical emergency or is otherwise unavailable.
- 8. Office Services.** The Company will arrange to provide you with access to a comfortable reception area, with healthy refreshments, internet access, and educational materials for the occasional brief wait for your Physician.

¹ Membership Fees paid by you are solely for the Enhancements listed on this Schedule that are furnished, or arranged to be furnished, by the Company. All Professional Services are provided by the Practice, which engages your Physician, to provide medical services. The Membership Fees do not pay for any covered Professional Services or any other items or services covered by your health plan. If any Enhancement is construed to be covered in part by your health plan, the Membership Fee pays only for that portion of the Enhancement that is not so covered.

9. **Dedicated Office Personnel/Expedited Check-in and Check-out.** The Company's staff will be available at your Physician's office to provide you with personalized administrative service, including expedited check-in and check-out. The Company's goal is to provide you with outstanding service.
10. **Personal Administrative Assistant.** The Company will provide a personal administrative assistant dedicated to addressing and coordinating the administrative aspects of your and other Members' health needs, including assisting with referrals, scheduling appointments and tests, and working with your Physician to expedite the communication of test results to you.
11. **Physical Fitness Evaluation.** Upon your request, the Company will arrange for you to have an annual physical fitness evaluation with an exercise physiologist. A personalized exercise plan will be recommended based on your underlying health, level of fitness, and personal goals. *The cost of physical fitness evaluations will be your responsibility.*
12. **Nutrition Services.** In addition to any nutritional consultation available under your health insurance plan, upon your request, the Company will arrange for you to have a personal nutrition consultation with a qualified community based nutritionist on an annual basis, and, also upon your request, for ongoing nutritional consultations with the nutritionist throughout the year, regardless of medical necessity. Results of the annual nutrition consultation will be communicated to you and, based on such results, a personalized nutrition plan will be developed for you. *The cost of consultations will be your responsibility to the extent that the visits are not covered by your health insurance plan.*
13. **Home Visits.** For patients unable to travel, the Company will contract with the Practice to arrange for your Physician to provide home visits within a reasonable distance from the Practice's office, upon your request, when your Physician deems such home visits to be medically necessary or appropriate, and practicable.
14. **Medical Staff Privileges.** The Company will contract with the Practice to have your Physician maintain medical staff privileges at the _____ Hospital, and to have your Physician facilitate your medical care at said hospital or such other institution you choose for your medical needs.
15. **Arrangement of Transportation for Testing and Consultation.** Where appropriate, the Company will assist you by making transportation arrangements for medical testing, evaluations and consultations. *You will be responsible for transportation fees.*
16. **Information Regarding Alternative and Holistic Care.** If requested, the Company will provide, or arrange with the Practice to provide you with information regarding alternative medical services currently available in the community, including mind-body programs and holistic health programs, and will arrange with the Practice to provide you with acupuncture services.
17. **Information Regarding Wellness Services and Related Resources.** The Company will provide you information about, and/or will offer, complimentary stretching classes, Tai Chi classes, discounts with certain wellness providers and/or services, healthy eating shopping and nutritional support classes, and integrative care. The Company will also provide you with a healthy lifestyle kit, which contains portion control boxes for meals and important information about nutrition.
18. **Health Coaching and Wellness Tips.** The Company will provide you and the Practice with access to a full curriculum of tools to support health and wellness coaching; and will email you monthly "your health" wellness tips.

- 19. Travel Medical Services.** The Company will contract with the Practice to arrange for your Physician to provide, on request, travel medical advice either by the Physician or by referral to a travel or infectious disease specialist, as well as those recommended vaccinations your Physician is licensed to provide. *You will be required to pay the cost of any vaccines to the extent not covered by your health insurance plan.*
- 20. Medical Record Information.** The Company will contract with the Practice to arrange for the implementation and maintenance of a paperless medical information system to document your health and medical record. This electronic medical record will allow your Physician to have seamless access to and communication with many health care providers with whom your Physician works. For other providers, information will be mailed, faxed or emailed, as appropriate. You will have access to your medical records for review whenever reasonably requested.
- 21. Walk-In and Telemedicine Services Availability.** The Company will contract with the Practice to arrange for your Physician or other practitioners in the Practice to provide walk-in blood pressure and other vital sign screenings without appointment during normal office hours and to make available opportunities for telemedicine or “virtual” visits.

SCHEDULE 2

PROFESSIONAL SERVICES ²

The Practice will provide Members with the following Professional Services:

- 1. Panel Limits.** Your Physician will limit the size of his membership panel to approximately 400 patients, and will provide the Professional Services described on this Schedule 2.
- 2. Same Day/Next Day Appointments.** You will be able to make same day (or, where appropriate, next business day) appointments to see your Physician (or if your Physician is unavailable due to vacation or other reason, to see a covering physician), including appointments for non-urgent care, regardless of medical necessity.
- 3. 24/7 Availability.** Your Physician generally will be available to communicate with you (or your authorized representative) 24 hours a day, seven days a week, through one or more of the Communications Enhancements. *Additional charges may apply for unusual communication expenses.*
- 4. Extended Patient Appointments.** Appointments with your Physician will be of such length as you reasonably need to review and discuss your concerns, regardless of medical necessity.
- 5. Extended Patient Hours.** Your Physician will be available for office visits during normal office hours, as well as by appointment as reasonably requested and mutually agreed on weekday evenings and weekends.
- 6. Executive-Style Annual Physical.** Your Physician will provide you with an annual executive-style physical examination, to include the taking of a detailed personal, medical and family history, a detailed physical examination, and appropriate testing focusing on early detection and prevention of disease.
- 7. Wellness Plan.** Your Physician will provide you with a personalized wellness plan, to be updated at your annual visits, focusing on appropriate screening and early detection of medical problems leading to early diagnosis and treatment. *The preparation of the wellness plan is at no additional cost to you; but you will be financially responsible for those services outlined in your wellness plan which are not covered by your health insurance plan.*
- 8. Mental Health Screening.** Upon request, your Physician will perform a preliminary mental health screening examination and, if appropriate, make referrals to qualified mental health service providers in your community.
- 9. Referrals.** Your Physician will provide you with appropriate clinical referrals to high quality services and specialists which/who are appropriate to your personal and clinical care needs.

² All Professional Services are provided by the Practice, not by the Company. Professional Services are or may be covered by your health plan. The Practice participates with most major health plans. The Practice will seek reimbursement from your health plan for covered Professional Services. Except as otherwise noted, the Practice will accept payment from your health insurer as payment in full for all covered Professional Services, subject to applicable deductibles, co-payments, and coinsurance amounts. The Membership Fee does not pay for any covered Professional Services.

- 10.** **Care Coordination.** Your Physician, working with other practitioners, will be involved in coordinating or overseeing your medical care outside the office to the extent reasonably feasible, including in the hospital, skilled nursing, rehabilitation or home setting. Your Physician will also review the specialists' recommendations with you by phone, email or in-office discussion, at your option.
- 11.** **Prescription Facilitation.** Your Physician will fill your prescription refill requests by phone, fax, or e-mail, and will ensure that refill requests received during normal business hours and approved will be transmitted to your pharmacy on the same day.
- 12.** **Test Result Communications.** Your Physician will communicate directly with you about your test results in a timely manner.
- 13.** **Travel Medical Services.** On request, your Physician will provide you with travel medical advice, either by the Physician or by referral to a travel or infectious disease specialist, as well as those recommended vaccinations your Physician is licensed to provide. *You will be required to pay the cost of any vaccines to the extent not covered by your health insurance plan.*
- 14.** **Walk-In and Telemedicine Services.** Your Physician or another practitioner in the Practice will provide walk-in blood pressure and other vital sign screenings without appointment during normal office hours, and will make available the opportunity for telemedicine or "virtual" office visits as the technology becomes available to the Practice and is deemed clinically appropriate.

SCHEDULE 3

Membership and Payment Plan

Select Plan:

- Individual: \$1200/yr.
- Couples: \$2200/yr.
- Children age 17 to 26: additional \$900/yr. each child
- Children age 0 to 16: no additional charge

Select Payment Method:

- Annual payments
- Quarterly installments by credit card³

Name on card: _____

Card number: _____

Exp date: _____

Complete Member Information:

Adult 1 Name: _____
 DOB: _____
 Address: _____
 Phone: _____
 Email: _____
 Signature: _____

Adult 2 Name: _____
 DOB: _____
 Address: _____
 Phone: _____
 Email: _____
 Signature: _____

³ Quarterly installments will be charged automatically to the credit card on file on January 1st, April 1st, July 1st, and October 1st. An initial installment is paid with this agreement, prorated for the period between the commencement date of this agreement and the first automatically scheduled installment.

- 1. Notices.** Any communication required or permitted to be sent under this Agreement shall be in writing and sent via facsimile, via recognized overnight courier, or via certified mail, return receipt requested (a) to the Company at 23 Clara Drive, Mystic, Connecticut 06355, Attention: Company Administrator, and (b) to the Member at the address set forth on **Schedule 3** to this Agreement. Any party may change its address by notifying the other party in accordance with this paragraph.
- 2. Change of Law.** If there is a change of any law, regulation, rule or third party payor policy which affects this Agreement or the activities of either party under this 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 or obligations under this Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of this Agreement within the earlier of thirty (30) days after the date of the notice seeking renegotiation or the effective date of the change, or if the change is effective immediately, then either party may immediately terminate this Agreement by written notice to the other party.
- 3. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, notwithstanding the principles of conflicts of laws.
- 4. Arbitration.** All controversies, claims, disputes and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof shall be settled by binding arbitration in Mystic, Connecticut in accordance with the Rules of the Alternative Dispute Resolution Service of the American Health Lawyers Association ("AHLA"), unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Demand for arbitration shall be filed in writing with the AHLA and notice shall be given to the other party. The demand shall be made within a reasonable time after the controversy, claim, dispute or other matter in question has arisen and shall be subject to the applicable statute of limitations. The arbitration award shall be final and binding upon the parties, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof. The arbitrators shall assess the costs of arbitration.
- 5. Waiver.** The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to that term or any other term of this Agreement.
- 6. Severability.** If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.
- 7. Counterpart as an Original.** This Agreement may be executed in more than one counterpart, and each executed counterpart shall be considered as the original.
- 8. Rights Unaffected.** No amendment, supplement or termination of this Agreement shall affect or impair any rights or obligations which shall have theretofore matured hereunder.
- 9. Interpretation of Syntax.** All references made and pronouns used herein shall be construed in the singular or plural, and in such gender, as the sense and circumstances require.

- 10.** **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns, heirs, executors and administrators.
- 11.** **Further Actions.** Each of the parties agrees that it shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof.
- 12.** **Non-Assignment.** The rights, duties and obligations under this Agreement may not be assigned by either party without the prior written consent of the other party, whose consent may be withheld for any reason. Any attempt to assign said rights, duties and obligations without the prior written consent of the other party shall be null and void and of no force or effect.
- 13.** **Entire Agreement; Amendment.** The parties certify that this Agreement, including its schedules and exhibits, contains the entire agreement of the parties and supersedes any currently existing agreement between the parties regarding the subject matter of this Agreement. This Agreement may not be changed orally, and may only be amended by an agreement in writing signed by the parties; except that amendments to the Membership Fee may be made as set forth in Section 3 of the main body of this Agreement, and the Enhancements may be amended as set forth in Section 6 of the main body of this Agreement.
- 14.** **Survival.** The covenants contained herein that contemplate performance after termination or expiration of this Agreement shall survive any termination or expiration of this Agreement.
- 15.** **Force Majeure.** Delays or failure of either party in the performance of its required obligations shall be excused if caused by circumstances beyond the reasonable control of the party affected, including, but not limited to, acts of God, strikes, labor holiday, fire, flood, windstorm, explosion, riot, war, terrorism, sabotage, action or request of governmental authority, accident, inability to obtain material, equipment or transportation, provided that prompt notice of such delay is given and the parties shall be diligent in attempting to remove such cause(s) and thereafter perform such obligations as soon as reasonably practicable under the circumstances.