

## Patient Membership Agreement Wellscape Direct MD, LLC

This is an Agreement between you, the Member, and Wellscape Direct MD, LLC, a Massachusetts limited liability company located at 30 Lancaster Street in Boston, Massachusetts. Wellscape Direct MD is a Direct Primary Care medical practice owned and run by Linnea A. Meyer, MD. In exchange for monthly fees paid by you, the Member, Wellscape Direct MD will provide the primary care medical services described in this Agreement.

A distinguishing aspect of a Direct Primary Care medical practice is that it **does not bill insurance**. The doctor and any employees of Wellscape Direct MD do not submit bills to any type of insurance whatsoever, even government programs. Instead, Wellscape Direct MD will contract directly with each patient as a Member of the practice.

By signing below and choosing Dr. Meyer as your personal physician, you consent to pay your monthly membership fees and to abide by this Agreement and its Attachment and Schedules. In exchange, Wellscape Direct MD (through Dr. Meyer) will provide you with Direct Primary Care medical services that are personalized to your health. As necessary, Wellscape Direct MD may periodically revise the Schedules, but in that event you will receive advance notice. Also, occasionally Wellscape Direct MD may need to ask you to complete additional application forms or related documents.

***Wellscape Direct MD, LLC***

By: \_\_\_\_\_

*Linnea Meyer, MD, President*

***Member***

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

If under age 18 years old, print name of Parent/Guardian/Surrogate:

\_\_\_\_\_

Signature of Member or Parent/Guardian/Surrogate:

\_\_\_\_\_

Effective Date: \_\_\_\_\_

## Terms and Conditions

1. **Fees.** Member agrees to pay the Wellscape Direct MD the fees at the rates and in the manner as described in **Schedule B** (the "Fees"). If this Agreement is cancelled by either party, then Wellscape Direct MD will refund the Member's pro-rated share of the monthly payment after deducting any charges for services rendered.
2. **Member.** The Member is you: the person for whom the doctor will provide medical services under this Agreement. Because this contract is personal and direct between you and your doctor, it cannot be transferred to another person.
3. **Insurance Opt Out:** The fees that the Member pays for services provided by Wellscape Direct MD are not intended to be advance payments for any form of benefit or otherwise constitute any form of insurance. The Member acknowledges that Wellscape Direct MD has explained that its doctor(s) and any staff members have opted out of participating in and are not contracted with any type of insurance, such as a third party payer, health plan, or government program, including the Medicare Program. Members who are Medicare beneficiaries will complete Schedule C, attached. The Member understands that Wellscape Direct MD will not bill or otherwise seek payment in any form from any insurer or third party payer to which the Member may be entitled to benefits or coverage for the Services. Although Wellscape Direct MD and its doctor(s) have chosen to opt out of participating with any insurer, the Member is not prohibited from seeking payment for the services from such payers (with the exception of Medicare); however, the Member will be solely responsible for seeking reimbursement from such payers directly.

Any Member who is not currently enrolled in Medicare, but who later becomes enrolled in Medicare during his/her tenure as a patient of Wellscape Direct MD, must immediately notify the staff of Wellscape Direct MD in order to complete the required contract (attached as Schedule C).

4. **Insurance Coverage and Member Fees.** Neither Wellscape Direct MD nor its Physician makes any representations that fees paid under this Agreement are covered by Member's health insurance or other third party payment plans. The Member will retain full and complete responsibility for any such determination.
5. **Insurance for Catastrophic Events.** The Member acknowledges that this Agreement is not a substitute for health insurance or other health plan coverage (such as membership in an HMO), and that Wellscape Direct MD, through its agents, **has advised the Member to obtain or keep in full force health insurance policies or plans in order to cover Member and/or Member's family for catastrophic, hospital, and specialist healthcare costs. Member acknowledges that this Agreement is not a contract that provides health insurance.**

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- 6. Term; Termination; Renewal.** This Agreement will commence on the Effective Date and will extend monthly thereafter for the period of one year, with the option to renew. Member is encouraged to make an initial three (3) month commitment in order to have his or her medical needs fully assessed. Either party may terminate this Agreement, with or without cause, at any time by providing the other party with at least thirty (30) days prior written notice; further, if Member chooses not to renew his or her contract, he or she will provide thirty (30) days notice to Wellscape Direct MD. If Wellscape Direct MD terminates this Agreement, then it will provide the Member with care in the event of illness and will make efforts to help the Member find another primary care doctor. Otherwise, after the Agreement is terminated, the doctors' obligations to the Member will be confined to making his or her health information and records accessible and to be reasonably available to communicate with any successor clinician as authorized and required by the Member. Wellscape Direct MD will cancel the membership of patients who stop paying their monthly fees, but will send out a thirty (30) day prior written notice alerting the member to any payment issues prior to cancelling the Agreement. Members terminated for nonpayment of their fees will be given the opportunity to make up the missing payments.
- 7. Legal Terms.** This Agreement shall be construed without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings and agreements; it shall be governed and construed under the laws of the Commonwealth of Massachusetts. All disputes arising out of this Agreement will be submitted to arbitration in the county in which the medical practice is located, pursuant to the rules of the American Arbitration Association then in existence in Massachusetts. 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. 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. All written notices are deemed served if sent to the address of the party by first class U.S. Mail, certified, receipt requested, or when delivered by a reputable national overnight delivery carrier. Wellscape Direct MD is an independent entity and is not reliant upon other medical or health-related organizations regarding either making or receiving patient referrals.
- 8. Payment Options.** The Member fees are payable monthly through Hint Health, which provides an automated, online payment system (via direct bank withdrawal or credit card). Patients can sign up at: <https://wellsapedirectmd.hint.com/signup>. Please notify Wellscape Direct MD if you cannot make payment via this method.

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**9. Communications.** Member acknowledges that communications with agents of Wellscape Direct MD using e-mail, facsimile, video chat, instant messaging, and phone are not guaranteed to be secure or confidential methods of communications. As such, Member expressly waives Wellscape Direct MD’s obligation to guarantee confidentiality with respect to correspondence using such means of communication. Member agrees that all such communications may become a part of his or her medical records.

By providing Member’s e-mail address to Wellscape Direct MD, Member authorizes Wellscape Direct MD and its agents to communicate with him or her 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 it’s implementing regulations). Member 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 Wellscape Direct MD and its agents will make all reasonable efforts to keep e-mail communications confidential and secure, neither Wellscape Direct MD, nor its agents, can assure or guarantee the absolute confidentiality of e-mail communications;
- c) In the discretion of the agents of Wellscape Direct MD, e-mail communications may be made a part of Member’s permanent medical record; and,
- d) Member understands and agrees that e-mail is not an appropriate means of communication regarding time-sensitive issues or for inquiries regarding sensitive information. If Member does not receive a response to an e-mail message within 24 hours, Member agrees to use another means of communication to contact Wellscape Direct MD or its agents.

**10. Reimbursement for services rendered.** If this Agreement is held to be invalid for any reason, and if Wellscape Direct MD is therefore required to refund all or any portion of the monthly fees paid by Member, Member agrees to pay Wellscape Direct MD an amount equal to the reasonable value of the Services actually rendered to Member during the period of time for which the refunded fees were paid.

**11. Doctor Unavailability.** The doctor may from time to time, due to vacations, emergencies, illness, continuing medical education, and unforeseeable circumstances, not be available to provide the services referred to in this Agreement and Schedules. During such times, Wellscape Direct MD will make every effort to arrange for coverage but cannot guarantee such coverage. For scheduled absences, such as vacations, Wellscape Direct MD patients will receive advance notification which will provide contact information for the Wellscape Direct MD physician(s) and the name(s) of local, covering physicians.

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Wellscape Direct MD, LLC \_\_\_\_\_

Member \_\_\_\_\_

Effective Date: \_\_\_\_\_

## Schedule A

### Description of the Medical Care provided for the Member

1. Each family member who becomes a Member and pays the applicable monthly fee will be a patient of Dr. Meyer, as an agent of Wellscape Direct MD, who will be available as described below to render direct primary care services.
2. After registration, the Member’s initial visit is expected to be a face-to-face examination and wellness consultation.
3. Members are entitled to fifteen (15) visits per year, including an annual comprehensive wellness visit with a focus on disease prevention and lifestyle/health improvement. Your monthly membership fees cover:
  - Wellness examinations
  - Health maintenance
  - Sick visits as medically appropriate
  - Chronic disease management
  - Exercise program review
  - Routine and acute gynecologic care
  - Administration costs for available vaccinations
  - Drawing/processing fees for certain non-complex blood and urine tests, provided that such tests will be referred to outside laboratories.

***Note:** Extra charges related to materials and lab analysis outside of Wellscape Direct MD may be covered by insurance (and, as stated previously, Member would be responsible for seeking insurance payments) and/or billed separately.*
4. Additional services that are included with your membership are:
  - Same or next day appointments with your doctor, presuming the requests are timely communicated to Wellscape Direct MD. Kindly provide at least 24 hours notice of any appointment cancellations.
  - On-time office visits with your doctor
  - Access to your doctor through electronic communications
  - “Virtual” visits with your doctor, when appropriate, via phone or video chat
  - Coordination of your care with specialists
  - Wellscape Direct MD will assist you with referrals and any tests not done on-site

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Wellscape Direct MD, LLC \_\_\_\_\_

Member \_\_\_\_\_

Effective Date: \_\_\_\_\_

## Schedule B Monthly Membership Fees

### 1. Monthly Fee

The monthly membership fee entitles you to receive the services listed on Schedule A, with a maximum of fifteen (15) visits per year. The fee schedule is:

<u>Age of Member</u>	<u>Monthly Fee*</u>
Age 13-18 years	\$25/month (if parent is a member)
Age 13-18 years	\$45/month (if parent is not a member)**
Age 19-25 years	\$45/month
Adults 26-34 years	\$75/month
Adults 35-64 years	\$100/month
Adults 65+ years	\$125/month
Home visit plan	\$150/month

*\*Fees will be paid in arrears at the end of each month.*

*\*\*Parental consent is required for patients under the age of 18.*

**This Agreement will be for a one-year period, beginning on the “Effective Date” with the option to renew annually.**

Reinstatement Fee: In the event that a Member cancels this Agreement but later seeks to re-enroll, and if space is available in the medical practice, that Member will be offered the opportunity to pay the fees owed for the interim months that Member was absent from the practice (as calculated by the Effective Date of his or her most recent contract); alternatively, the patient will be required to wait for a period of twelve (12) months prior to re-enrolling.

### 2. Additional Charges

**For each visit in excess of fifteen (15) per contract year, the Member will be additionally charged and will be obligated to pay \$30 per extra visit.**

When necessary and appropriate, and based on availability, your doctor may provide a home visit for households in downtown Boston, Charlestown, East Cambridge, and East Somerville. Home visits outside this range will be considered on a case-by-case basis and an additional fee (not to exceed \$50/visit) may be applied.

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Wellscape Direct MD, LLC \_\_\_\_\_

Member \_\_\_\_\_

Effective Date: \_\_\_\_\_

**Schedule C**  
**Medicare Opt Out Disclosure**  
**Applicable to Members who are Medicare Beneficiaries**

1. This Agreement constitutes a private contract between the Member who is a Medicare Part B Beneficiary and the DPC Practice for the provision of Services that may be requested by the Member that may also be covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997.
2. Wellscape Direct MD has informed the Member that Dr. Meyer has opted out of being a participating provider in the Medicare Program effective on January 1, 2016, for a period of two (2) years. The Physician is not excluded from participating in Medicare Part B under Sections 1128, 1156, or 1892 or any other section of the Social Security Act.
3. **The Member agrees not to submit a claim (or to request that Wellscape Direct MD or Dr. Meyer submit a claim) to the Medicare program with respect to any of the Services rendered to the Member, even if covered by Medicare Part B.**
4. **The Member represents that he or she is not currently in an emergency or urgent health care situation.**
5. The Member acknowledges that neither Medicare's fee limitations nor any other Medicare reimbursement regulations apply to the Fees charged under this Agreement for the Services. Wellscape Direct MD and Dr. Meyer are not limited in the amount that they may charge for medical items and services.
6. The Member acknowledges that his or her Medex or other Medi-Gap plan will not provide payment or reimbursement for the Services because payment will not be made under the Medicare program, and any other supplemental insurance plans may likewise deny reimbursement to the Member for any of the Services.
7. The Member acknowledges that the Member has a right, as a Medicare beneficiary, to obtain Medicare-covered items and services from other physicians and practitioners who have not opted-out of being a participating provider in the Medicare Program and notwithstanding that right has freely and voluntarily elected to be a Member of Wellscape Direct MD and pay in full the Fees under this Agreement.
8. The Member agrees to be solely and directly responsible to make payment in full for all Fees due to Wellscape Direct MD for the Services, and acknowledges that Wellscape Direct MD shall not submit a Medicare claim for the Services and that no Medicare reimbursement will be provided.
9. **The Member understands that Medicare payment will not be made for any items or services furnished by Dr. Meyer that would have otherwise been covered by Medicare if there were no private contract and a proper Medicare claim were submitted.**

**Schedule C (continued)**  
**Medicare Opt Out Disclosure**  
**Applicable to Members who are Medicare Beneficiaries**

10. The Member acknowledges and agrees that a copy of this Agreement shall be maintained by Wellscape Direct MD and if requested shall be produced to any Medicare contractor or agency that may request to see a copy of the Agreement for any reason.

\_\_\_\_\_  
Name of Physician (printed)

\_\_\_\_\_  
Name of Member (printed)

\_\_\_\_\_  
Signature of Physician

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Schedule D Disclosure

### Important Information for Patients of Wellscape Direct MD

The Member/Patient hereby acknowledges that he or she has been informed of the following:

- The Wellscape Direct MD contract is *not* a health benefit plan as otherwise described by law as it only pertains to a limited set of services provided through Wellscape Direct MD's health care practitioner(s);
- The Wellscape Direct MD contract does not satisfy minimum essential coverage standards for health insurance under state law or under the federal Affordable Care Act and there may be tax consequences for Wellscape Direct MD patients who do not have qualified comprehensive health coverage in addition to the Wellscape Direct MD contract;
- If the contract terminates for any reason, and the patient has not already purchased health care insurance coverage that will satisfy state and federal minimum coverage standards, the patient will not be able to purchase new individual health insurance until the next Massachusetts health insurance open enrollment period has begun;
- Wellscape Direct MD and Wellscape Direct MD's provider(s) are *not* affiliated with any health insurance plan, and none of the medical services being provided under Wellscape Direct MD will be covered by the patient's health insurance;
- Wellscape Direct MD only covers those services specifically identified in the Wellscape Direct MD contract when delivered or arranged by Wellscape Direct MD's health care practitioner(s) according to the terms of the contract. Wellscape Direct MD's provider(s) may refer a patient to a non-Wellscape Direct MD provider for medical services, prescription drugs or supplies, but in that circumstance a patient will need to contact his or her health insurance provider and follow the health plan's managed care procedures in order to obtain coverage for the referred services, prescription drugs or supplies under the health plan's benefits.
- Certain services identified in the Wellscape Direct MD contract may already be covered under a patient's health plan at no additional cost when provided by non-Wellscape Direct MD providers. The patient will need to contact his or her health plan to understand the benefits and limitations of the patient's health insurance plan and any overlap between the services offered under the Wellscape Direct MD direct contract and the coverage under the patient's health insurance plan.

**Schedule D (continued)**  
**Disclosure**

11. The Member acknowledges and agrees that a copy of this Disclosure shall be maintained by Wellscape Direct MD and if requested shall be provided.

\_\_\_\_\_  
Name of Physician (printed)

\_\_\_\_\_  
Name of Member (printed)

\_\_\_\_\_  
Signature of Physician

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date