



## PRIVATE MEDICAL PRACTICE MEMBERSHIP AGREEMENT

This Private Medical Practice Agreement (“Agreement”) is entered into by and between the individual(s) signing below (referred to as “Patient”) and Premier Weight Loss of Indiana, LLC, with corporate address at 8902 North Meridian Street, Suite 100, Indianapolis, Indiana 46260.

**Services.** Medical Practice will provide Patient with the following services (“Services”):

### A. Access to our Providers:

- Members receive unlimited access to our providers, during business hours
- Scheduled in-person medical appointments.
- Scheduled video and tele-medical consultations.
- Ongoing supported communications capabilities through phone, email, and video chat per physician guidelines for use.
- Access a live weekly webinar hosted by our registered dietitian, featuring expert insights and a real-time Q&A session.

### B. Body Composition Analysis:

- Members receive unlimited access to our InBody 970 body composition analyzers.

**1) Monthly Membership Fees In consideration for the Services provided.** Patient shall pay a monthly membership fee of **\$145** for the first twelve (12) consecutive months of membership. Upon completion of twelve (12) consecutive months, the monthly membership fee shall be reduced to **\$125**. Upon completion of twenty-four (24) consecutive months of membership, the monthly membership fee shall be reduced to **\$100**. Monthly Membership Fees are due in full as of the Effective Date. The Medical Practice reserves the right to adjust monthly fees at any time and without prior notification. Patient acknowledges and agrees that the Monthly Membership Fees paid under this Agreement are non-refundable after the Effective Date of the initial or any renewal Term.

**2) Additional Services.** Medical Practice may offer additional products and services to Patient if Patient agrees to receive such additional products and services, a fee in addition to the Monthly Membership Fee will be charged to Patients which will be due upon receipt of the product or service.

**3) Term and Termination.** This Agreement shall be effective as of the Effective Date and shall continue for a period of one (1) month (“Term”). Thereafter, this Agreement shall automatically renew for additional period of one (1) month. Either Medical Practice or Patient may terminate this Agreement at any time without cause by coming into our practice and informing us of your decision. The termination will go into effect prior to your next scheduled payment.

**4) Compliance with Practice Policies.** Patient agrees, at all times during the Term of this Agreement, to comply with all applicable Medical Practice policies, procedures and requirements.



**5) Insurance or Other Medical Coverage.** Except as otherwise specifically stated in this Agreement, Medical Practice will not bill Patient's insurance carrier for any Services provided under this Agreement. This Agreement does not substitute for health insurance or other health plan coverage. Patient acknowledges that this Agreement is not a contract for health insurance coverage and that Medical Practice has advised Patient to obtain or maintain health insurance coverage to cover him/herself and family members

**6) Coverage of Fee.** Medical Practice makes no representations that the Monthly Membership Fees paid under this Agreement are or are not covered by Patient's health insurance or third party plans.

**7) Medicare Opt-Out.** Patient acknowledges that Medical Practice physicians have opted out of participation in the Medicare program and, therefore, no claims will be submitted to Medicare for reimbursement. Patient hereby agrees, to the extent applicable, that Patient is solely responsible for full payment of any and all Services provided under this Agreement. Patient further acknowledges that he/she is not in an emergency or urgent health care situation, Patient has the right to obtain Medicare-covered items and services from health care providers who participate in Medicare, and Patient is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by such health care providers.

**8) Dependent Members.** If Patient is signing this Agreement for or on behalf of any dependent members, Patient is responsible for payment of any Monthly Membership Fees or other charges applicable to the dependent member.

**9) Communications.** Patient acknowledges that Medical Practice shall comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") privacy and security rules. Patient further acknowledges that communications with Medical Practice, including its physicians, employees, business associates, and agents, via e-mail, video chat, texting, and other forms of unencrypted electronic communications are not absolutely secure or confidential methods of communication. Further, electronic communications containing protected health information (PHI) transmitted through a system that is not encrypted does not meet the HIPAA security requirements. Medical Practice, however, acknowledges that electronic communications may be the most efficient form of communication; thus, as long as Patient authorizes and consents to such form of electronic communications, Medical Practice will comply with Patient's preferred form of communication. You may revoke your consent to communicate electronically at any time by notifying Premier Weight Loss in person or in writing; however, the revocation will not have any effect on actions your healthcare provider has already taken in reliance on your consent.

By providing an e-mail address and phone number on Personal Medical History Form, Patient authorizes Medical Practice to communicate with him/her by e-mail, phone (including texting), or any other form of electronic communication that Patient may use. Patient further acknowledges that:

- a) Electronic communications is not necessarily a secure mode for sending or receiving PHI and, if such information is sent or received through and employer's e-mail system, the employer may have access to such information.



- b) Although Medical Practice will make reasonable efforts to maintain the confidentiality and security of electronic communications, absolute privacy and security cannot be guaranteed.
- c) Electronic communication is not an appropriate method of communicating emergency or other time sensitive information and all such communications must be submitted to Medical Practice by telephone. In an emergency, or a situation that Patient could reasonably expect to develop into an emergency, Patient understands and agrees to call 911, and follow the directions of emergency personnel;
- d) Medical Practice, and its physicians, employees, business associates, and agents, shall not be liable for any loss, injury, or expense arising from a delay in responding to Patient, when that delay is caused by technical failure. Examples of technical failures include: (i) failures caused by an internet service provider; (ii) power outages; (iii) failure of electronic messaging software, or e-mail provider; (iv) failure of Medical Practice's computers or computer network, or faulty telephone or cable data transmission; (iv) any interception of electronic communications by a third party which is unauthorized by Medical Practice; or (v) Patient's failure to comply with the guidelines for use of electronic communications described in this Agreement.
- e) All such communications may become a part of Patient's medical record.
- f) Your Premier Weight Loss provider may route your electronic communications to other physicians, employees, associates, or agents to share information or expedite a response.

**10) Notetaking Tool Informed Consent.** In addition to the electronic communications discussed herein, Premier Weight Loss utilizes an artificial intelligence ("AI") notetaking tool. This AI Software transcribes conversations between patients and Premier Weight Loss doctors and nurse practitioners. The Premier Weight Loss providers then review the transcription, utilizing it to ensure accuracy of the accompanying visit note. Once the visit note has been finalized and entered into the patient's medical record, Premier Weight Loss deletes the appointment transcription. The AI software does not store recordings of conversations and takes several steps to secure data it collects from transcriptions. If you would like more information about this AI software, please email [Awitt@PWLindy.com](mailto:Awitt@PWLindy.com) and we will pass along additional information.

- a) By Signing this membership agreement, I acknowledge Premier Weight Loss' use of an AI notetaking tool, understand its uses, and give my informed consent to allow the AI software to transcribe my conversation with Premier Weight Loss providers. I understand that this informed consent may be revoked at any time.



**11) Telemedicine Services.** Patient acknowledges that Medical Practice will offer delivery of certain services through the use of telemedicine. Medical Practice may provide Patient with web-based video consultations or telephone consultations with the capability of a cellular device. Patient hereby consents to Medical Practice to contact Patient through the above-mentioned methods and to receive consultations and services through telemedicine. Patient acknowledges that when utilizing telemedicine services, there is not a guarantee for a secured connection; however, Medical Practice shall take reasonable steps to protect Patient's PHI. Patient acknowledges that at the beginning of each telemedicine consultation, Medical Practice's physician will obtain the patient's name, contact information and location. For each telemedicine consultation, Medical Practice's physician shall be responsible for the following:

- a) Performing a medical consult via telemedicine to assess Patient's weight loss needs;
- b) Advising Patient on treatment recommendations;
- c) Complying with all rules and regulations regarding telemedicine in Indiana and to accurately complete Patient's medical record;

**12) Arbitration.** Any disputes arising under this Agreement will be submitted to arbitration in Marion County, Indiana pursuant to the rules of the American Arbitration Association. The decision in arbitration shall be conclusive and binding on the parties and may be reduced to judgment in any court of competent jurisdiction. All costs, including reasonable attorneys' fees, shall be paid by the breaching party.

**13) Notice.** All written notices are deemed served if sent to the address of the party written above or appearing in Schedule A by first class U.S. mail.

**14) Late Payment Policy.** Payment for initial consultation is due at time of service. Membership payment is due monthly until membership is cancelled. Payment for medication is due in full at time of pick-up. Patients will be notified of declined payments and new payment will be requested.

- a) After 30 days of no payment, Premier Weight Loss will send an invoice to the patient, plus a late fee of \$25.
- b) After 60 days of no payment, Premier Weight Loss will send a 2<sup>nd</sup> invoice to the patient, plus a late fee of \$50.
- c) After 90 days of no payment, patient will receive Termination Notice stating that the balance due, plus a late fee of \$75, should be paid within 30 days or the patient will be turned over to a collection agency. At this time, the patient is terminated as a patient and no longer welcome back to Premier Weight Loss.



\_\_\_\_\_ **Initial** – I acknowledge and agree to become a member of Premier Weight Loss and understand that a monthly membership fee applies. This fee will be charged each month until membership is canceled by the patient. Premier Weight Loss reserves the right to terminate any membership that does not comply with this policy.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as of the Effective Date.

**Premier Weight Loss of Indiana, LLC (For Us to Fill Out).**

**Print:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Patient Name and Signature (For You to Fill Out)**

**Print:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **(Effective Membership Date)**

THANK YOU FOR THE OPPORTUNITY TO SERVE ON YOUR WEIGHT LOSS JOURNEY