



VITALITY FOR LIFE

Membership Agreement

This Membership Agreement (the “Agreement”) specifies the terms and conditions under which you, the undersigned member (“Member”), may participate in the Lifeway Plus Program (“Program”). This Agreement will become effective either on the date your Lifeway Plus Physician commences the Program or the date of your signature of this Agreement, whichever is later (the “Effective Date”).

1. **Lifeway Plus Program.** The Program’s annual fee encompasses the following services (“Services”):
 - a. **Comprehensive Wellness Assessment with Enhanced Testing.**
 - Fitness Evaluation
 - Nutritional Evaluation
 - Enhanced Evaluation and Screening as determined by Dr. Thomas per individual patient needs (could include Psychological Screening, Sexual Health Screening, Pulmonary Function Testing, Hearing Evaluation, etc.)
 - Lifestyle improvement plans, to include Nutrition and Prevention education.
 - Patient Service Coordinator to follow-up on compliance with treatment regime
 - b. **Enhanced Communication.**
 - Coordination of medical services outside of office
 - Secure e-mail communications and video office visits when appropriate.
 - Website and Patient Newsletter
 - c. **Care Management.**
 - Personal patient update and care plan after each significant visit
 - d. **Appointment Management.**
 - On time appointments
 - Assistance with care coverage for our out of town family and guest emergencies
 - e. **Annual Membership Fee.** You agree to pay the annual membership fee for participation in the Lifeway Plus program. You understand that Lifeway Plus will provide you with advance notice of any change in membership fees. The current Lifeway Plus membership fees are:
 - Patients aged 27-50 will pay thirty dollars per month, or \$360 per year.
 - Patients aged 50 to 70 will pay sixty dollars per month, or \$720 per year.
 - Patients over age 70 will pay ninety dollars per month, or \$1,080 per year.
 - If two family members join during the initial enrollment period (ending May 1, 2013), the second membership will be half-price.
 - Children of members will not have to pay a fee
 - f. **Renewals and Termination.** The annual membership fee covers a period of one (1) year (the “Term”). Failure to pay the renewal annual membership fee prior to the anniversary of the Effective Date shall result in termination of your membership in the Program. (For example, if the Effective Date is June 15, 2013, then you must renew on or before June 15, 2014). You or Lifeway Plus may terminate this Agreement at any time upon 30-days written notice. If you or Lifeway Plus terminate this Agreement for any reason, you will be entitled to a prorated refund of the annual membership fee.

Upon Lifeway Plus' receipt of this Agreement and the annual membership fee, Lifeway Plus shall have the option, in its sole and absolute discretion, not to accept this Agreement and to return your payment to you (e.g. due to limitations in practice size). Unless otherwise terminated, this Agreement shall automatically renew for an additional one-year period upon the expiration of each Term. Until you cancel your membership, you will not be relieved of your obligation to make any payments, nor will you be entitled to any deductions or allowances from your payments because of failure to utilize the services provided under the Lifeway Plus membership program. If you should become 60-days delinquent in payment, Lifeway Plus reserves the right to suspend your membership.

- g. Medical Care Services Excluded from Annual Membership Fee.** The Annual membership fee specified herein covers only the defined Services. Neither Lifeway Plus, nor Dr. Thomas, or his staff will seek reimbursement from any insurer or third-party payer for the Services. Except for the Services listed, you and/or your insurer, as the case may be, will be financially responsible for paying for all healthcare and medical care services received by you from Lifeway Plus and their staff.
- h. Co-Payments.** The membership fee does not affect the co-payments, co-insurance or deductibles that you are required to pay pursuant to the terms of your insurance coverage. You will continue to be financially responsible for any co-payments, co-insurance or deductible amounts required by your insurer.
- i. E-mail communications; Privacy.** If you wish to send secure e-mail communications to, and receive secure e-mail responses from Dr. Thomas and his employees, agents, and representatives, you must utilize the secure messaging provided through your personal Lifeway Plus website. You should be aware that unlike the secure messaging provided through your personal Lifeway Plus website, traditional e-mail is not a secure medium for sending or receiving potentially sensitive personal health information. You also acknowledge and understand that e-mail in any form is not a good medium for urgent or time-sensitive communications. In the event a communication is time-sensitive, you must communicate with Lifeway Plus by telephone or in person. You acknowledge and understand that, at the direction of Dr. Thomas, your email may become part of your medical record.
- j. Entire Agreement.** The undersigned agrees to the terms of this Agreement, all of which are expressed herein. There are no promises or representations except as set forth herein.
- k. Notices.** Any communication required or permitted to be sent under this Agreement shall be in writing and sent via U.S. mail to the addresses set forth in this Agreement. Any change in address shall be communicated in accordance with the provisions of this section.
- l. Billing.** Initial payments are processed at the time of enrollment. All Program fees are due and payable on the 1st day of the month for which the membership fees apply. Member agrees to make all payments by Electronic Funds Transfer (EFT), by credit card or pursuant to a monthly statement.

MEMBER

Signature and Date

Printed Name