

## MEMBERSHIP AGREEMENT

This is an agreement between Whole Systems Healthcare (WSHC), through its clinic located at 1417 NW 54th St. #312, Seattle, WA 98107, Dr. Kye Peven, ND, DSOM, EAMP in his capacity as an agent of WSHC and [Patient's name], acting on their own behalf.

The agreement is based on the following facts:

- The Clinic Director and/or other duly authorized members of the WSHC clinic staff have determined the member is a candidate for Direct Care Membership at Whole Systems Healthcare Seattle Clinic.
- Any healthcare professional employed by WSHC Seattle Clinic may deliver care on behalf of Whole Systems Healthcare Seattle Clinic.
- Whole Systems Healthcare Seattle Clinic, through its Healthcare Professionals and its staff, agrees to provide member with a collection of services as part of the Direct Care Membership with WSHC.
- Therefore, in consideration of the mutual agreements between the parties and for other good and valuable consideration, the parties hereto agree as follows:

**Terms.** This agreement shall commence on the date signed by the parties below and shall continue until termination of this agreement by either party.

**Fees.** As part of establishing a mutually supportive relationship, Member agrees to pay Whole Systems Healthcare Seattle Clinic, the amount as set forth in Appendix 1, based on the level of membership that is mutually agreed upon.

**Patient Cooperation.** By signing this Agreement, the Member acknowledges WSHC and the Practitioner are using a systematic integrative medicine approach to the Member's assessment, evaluation, and treatment. A integrative medicine approach is a participatory one that requires active participation and cooperation by the Member to achieve the best outcomes. This includes attendance at one-on-one visits, following mutually agreed upon lifestyle behavioral modifications, and compliance with botanical, nutraceutical, and prescription recommendations.

**No Guarantee of Outcomes.** You acknowledge and agree that you are solely responsible for engaging your Membership and the results obtained from such engagement. WSHC Seattle Clinic makes no representations or guarantees as to results or outcomes (including, for example, cure of a particular disease or resolution of any condition). WSHC provides practitioners who have been trained in an integrative medicine approach to help Members reach their own health goals by implementing palliative, therapeutic, and supportive treatments in conjunction with health optimizing sustainable lifestyle changes. If the Member is under the care of another practitioner, the Member should discuss any dietary changes or potential dietary supplements use with his/her primary doctor if he/she desires, and should not discontinue any prescription medications without first consulting his or her prescribing doctor. The Member recognizes this Agreement is not a guarantee of results and deals solely with the mutually supportive relationship constituting the services to be rendered and the fees to be paid. The Member agrees to pay regardless of outcome of care.

**Membership Fee.** The Member will select a specific Membership Program and agrees to pay to WSHC Seattle Clinic the Membership Fee specified for the selected Membership Program. The Membership Fee is a monthly fee, with or without a non-refundable one time initiation fee. All Membership Fees are required to be paid in advance. WSHC Seattle Clinic may from time to time vary its fee structure or offer promotional or group rates. WSHC Seattle Clinic does not guarantee that the Membership Fee paid for any Membership will be available for any other Membership or any renewal or subsequent Membership. You acknowledge that no part of the Membership shall be paid in consideration for medical services covered by your insurer, health plan or by any governmental program, including Medicare. You agree to bear sole financial responsibility for the Membership Fee. All or a portion of your Membership Fee may be purchased or reimbursed by a third party, such as an employer. Notwithstanding such third-party payment or reimbursement, you agree to the terms and conditions of this Agreement. Nothing contained in this Agreement, including any compensation paid or payable, is intended or shall be construed: (i) to require, influence, or otherwise induce or solicit either party regarding referrals of business, or recommending the ordering of any items or services, of any kind whatsoever to the other party or any of its affiliates, or to any other person, or otherwise generate business between the parties; or (ii) to interfere with your right to choose your own health care.

**Services and Additional/Excluded Services.** Upon payment of the Membership Fee specified at checkout for the level of Membership you have selected, WSHC Seattle Clinic will make available to you the opportunity to access the Services specified as being included at that level of Membership pursuant to the terms of this Agreement and the additional practice policies and procedures described on the WSHC Seattle Clinic website or notified to you by WSHC Seattle Clinic from time to time. Services not specified as being included at the level of Membership selected and paid for are not covered by the Membership Fee. If you require healthcare or other services, procedures, or products outside of those specified as being included at the level of Membership selected and paid for (“Additional Services”), you will be solely responsible for the cost of such healthcare or other services. WSHC Seattle Clinic may refer you to another physician or other healthcare practitioner for Additional Services. Alternatively, WSHC Seattle Clinic in its sole discretion may provide such Additional Services for an additional fee. Your insurance, if any, may or may not cover the costs of Additional Services. Additional services may include, without limitation, the following:

- Emergency and specialist medical services.
- Laboratory tests, whether or not performed by WSHC Seattle Clinic.
- Supplements purchased through WSHC Seattle Clinic or other sources.
- Healthcare services provided other than by WSHC Seattle Clinic.
- Medications whether prescribed or over-the-counter.

**Billing.** The Membership Fee is a monthly fee, described in Section 2, required to be paid at checkout in advance of inception of Membership and each renewal thereof. Members are billed on the 1st or 15th of each month, depending on when they would like to begin enjoying Membership services. If Additional Services are performed by WSHC Seattle Clinic, WSHC Seattle Clinic may require payment for such Additional Services in advance of performance or in accordance with the billing policies adopted by WSHC Seattle Clinic from time to time.

**Payments and Credit Card Authorization.** To the extent that you provide WSHC Seattle Clinic with your credit card or other payment information for payments with respect to your Membership, WSHC Seattle Clinic shall be authorized to charge your credit card for any unpaid Membership Fee and Membership Fees due on renewal of Membership. WSHC Seattle Clinic shall not require separate authorization for payment upon renewal of Membership. You shall not initiate any dispute or chargeback to WSHC Seattle Clinic’s account without WSHC Seattle Clinic’s prior written consent and you shall not cancel the credit card that you have provided to WSHC Seattle Clinic without first providing WSHC Seattle Clinic the details for a replacement

credit card. You will be responsible for any fees or costs incurred by WSHC Seattle Clinic in connection with collection, including fees associated with recouping payment on chargebacks. You will update WSHC Seattle Clinic in advance in the event of a change in your credit card information, including changes to the name on your card, your billing address, and your reference phone number.

**Automatic Renewal and Termination.** Except as otherwise specified by WSHC Seattle Clinic in writing, the term specified for Membership at checkout will automatically renew for successive periods of the same length at the Membership Fee specified on the WSHC Seattle Clinic website for your level of Membership. You expressly consent to auto renewal of Membership and related charges; provided, however, that you may opt out of automatic renewal at any time prior to the date that is fourteen (14) days in advance of the renewal date by notifying WSHC Seattle Clinic in writing at the notice address specified in this Agreement. Such notice must include a specific request for auto renewal opt-out. WSHC Seattle Clinic may terminate your Membership, at any time, upon:

- your breach of this Agreement or WSHC Seattle Clinic policy or procedure described on the WSHC Seattle Clinic Website or notified to you by WSHC Seattle Clinic from time to time, if such breach is not cured within 10 days of written notice; or
- your non-payment of fees when due or having an outstanding balance of \$100 or greater if not paid within 10 days after written request to do so; or
- your harassment, threatening behavior or any other action by you which in WSHC Seattle Clinic's reasonable discretion places WSHC Seattle Clinic personnel at risk of harm.

**Distance Members, Telemedicine/Electronic Communication.** WSHC Seattle Clinic offers Services to Members who may not be able to visit WSHC Seattle Clinic's offices to be seen by WSHC Seattle Clinic practitioners in person; provided, that WSHC Seattle Clinic practitioners cannot issue prescriptions for drug or medications without having seen and assessed your medical condition in person.

You acknowledge that telemedicine is a part of WSHC Seattle Clinic's Services. You authorize WSHC Seattle Clinic to communicate with you by Electronic Communication regarding your personal health information ("PHI", as defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations) via your cell phone and/or e-mail you provide to WSHC Seattle Clinic at checkout or in connection with your account. Electronic Communication includes but is not limited to email, text (SMS, MMS, Instant Messaging), and video conference. You acknowledge and agree that:

- Electronic Communication may not be a secure medium for sending or receiving PHI;
- Although WSHC Seattle Clinic will make reasonable efforts to keep Electronic Communication with you confidential and secure, WSHC Seattle Clinic cannot assure or guarantee the confidentiality of Electronic Communication;
- At the discretion of WSHC Seattle Clinic, Electronic Communication may be made a part of your permanent medical record;
- You will not use Electronic Communication for communications regarding urgent medical problems, other time-sensitive issues, or for communication regarding sensitive personal information; and
- WSHC Seattle Clinic will not be liable to you for any loss, damage, cost, injury or expense caused by, or resulting from technical failures or any interception of Electronic Communication by a third party.

**Privacy Policy.** WSHC Seattle Clinic's Notice of Privacy Practices as specified in your new patient paperwork and updated by WSHC Seattle Clinic from time to time (the "Notice of Privacy Practices") shall apply to your Membership. You hereby acknowledge and agree to the applicability of the Notice of Privacy Practices.

**Non-Participation in Insurance.** You acknowledge that neither WSHC Seattle Clinic nor the Practitioner participate in any health insurance or HMO plans or panels and has opted out of Medicare coverage for the services provided under the Direct Care Membership. Neither of the above make any representations whatsoever that any fees paid under this Agreement are covered by your health insurance or other third party payment plans applicable to the Member. The Member shall retain full and complete responsibility for any such determination. If the Member is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then Member will sign the agreement attached as Appendix 1. This agreement acknowledges your understanding that the Practitioner has opted out of Medicare coverage, and as a result, Medicare cannot be billed for any services performed for you by the Practitioner under the Direct Care Membership. You agree not to bill Medicare or attempt Medicare reimbursement for any such services.

**Not Insurance.** The Member acknowledges and agrees that Membership and this Agreement do not constitute an insurance plan or a contract for health insurance, and is not a substitute for health insurance or other health plan coverage. Many services provided by WSHC Seattle Clinic are intended to be services that are not always covered by or reimbursable under private health insurance policy, private health plan, or government program including, but not limited to, Medicare/Medicaid. The Member acknowledges and agrees that Membership establishes a direct relationship for the performance of services between you and WSHC Seattle Clinic, as the service provider, governed by this Agreement. Your Membership is not subject to the guidelines, restrictions or policies established by health insurance companies, health maintenance organizations, hospital service organizations, or Medicare/Medicaid. You further acknowledge and agree that WSHC Seattle Clinic is not required to fulfill an insurance company's or HMO's requirement for an in-network primary care physician.

**Termination.** The Member may discontinue care and terminate this Agreement at any time by written notice to that effect delivered WSHC Seattle Clinic. Such "notice of termination" shall dissolve the relationship between WSHC Seattle Clinic and the Member, and WSHC Seattle Clinic will no longer render care to the Member. WSHC reserves the right to terminate this Agreement as its sole discretion and will, notwithstanding any other terms or provisions of this Agreement, make a refund of any and all fees paid for services not rendered at, or prior to, the time of such termination.

**Financial Responsibility of Member After Termination.** Member agrees to give a minimum of 14 days notice when submitting a notice of termination. If the Member does not give at least 14 days notice WSHC Seattle Clinic reserves the right to charge the Member for one additional month of membership.

**Communications.** The Member acknowledges that communications with the Provider using e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. As such, the Member expressly waives the Provider's obligation to guarantee confidentiality with respect to correspondence using such means of communication. The Member acknowledges that all such communications may become a part of their medical records.

**Related Claims.** The Member acknowledges that the Member takes full responsibility for the Member's life and well-being, and all decisions made during and after this program. The Member expressly assumes the risks of the Membership, including the risks of treatments, procedures, trying new foods or supplements, and the risks inherent in making lifestyle changes. The Member releases WSHC Seattle Clinic from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, which the Member ever had, now has or will have in the future against WSHC Seattle Clinic, arising from the Member's past or future participation in, or otherwise with respect to, the Membership, unless arising from the gross negligence of WSHC Seattle Clinic.

**Confidentiality.** The Provider will keep the Member's information private, and will not share the Member's information to any third party unless compelled to by law as stated in the Notice of Privacy Practices.

**No Emergency or Specialist Services.** WSHC Seattle Clinic does not provide hospital, urgent/emergency or specialist services and your Membership will not cover or provide reimbursement for hospital, urgent/emergency or specialist services. WSHC Seattle Clinic's practitioners are available only during the business hours specified by WSHC Seattle Clinic pursuant to the scheduling and contact policies and procedures described on the WSHC Seattle Clinic Website or notified to you by WSHC Seattle Clinic from time to time. WSHC Seattle Clinic does guarantee urgent, same-day, or emergency appointments. Though you may reach out to WSHC Seattle Clinic staff 24/7, they are not on-call 24-hours per day and may not be available on nights, weekends or holidays. **IN THE EVENT OF AN EMERGENCY OR CIRCUMSTANCES REQUIRING URGENT CARE, YOU SHOULD IMMEDIATELY CALL 911, GO TO THE NEAREST EMERGENCY ROOM OR URGENT CARE CENTER, AND FOLLOW THE DIRECTIONS OF EMERGENCY PERSONNEL.**

**Intellectual Property.** WSHC Seattle Clinic's copyrighted and original materials will be provided to you for individual use only and a single-user license. You are not authorized to use any of WSHC Seattle Clinic's intellectual property for your business purposes. You are not authorized to share, copy, distribute, or otherwise disseminate any materials received from WSHC Seattle Clinic electronically or otherwise without the prior written consent of the WSHC Seattle Clinic. All intellectual property, including WSHC Seattle Clinic's copyrighted course materials, shall remain the sole property of the WSHC Seattle Clinic. No license to sell or distribute WSHC Seattle Clinic's materials is granted or implied.

**Disclaimer of Warranties; Limitation of Liability.** Except as expressly stated in this Agreement or required by applicable law, WSHC Seattle Clinic hereby disclaims any and all warranties, both express and implied, including any warranty of non-infringement, fitness for a particular purpose, or merchantability. WSHC Seattle Clinic's total liability to you, your heirs, successors, and assigns arising with respect to this Agreement, your Membership and any Services performed by WSHC Seattle Clinic (including Additional Services) shall be limited to the aggregate amount of fees paid to WSHC Seattle Clinic by you for your Membership. **IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED OPPORTUNITY OR PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**No Assignment.** Your Membership is personal to you and non-transferrable. Your Membership may not be shared, assigned or transferred to anyone else even if you are not using it. The relationship you are establishing under this Agreement may not be transferred or assigned without the prior written consent of WSHC Seattle Clinic. WSHC Seattle Clinic shall have the right to transfer the relationship defined herein to an affiliated or successor entity without first obtaining such consent. Subject to the foregoing, the relationship defined herein shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

**Minor Members.** If you are purchasing a Membership as a parent or guardian of a minor, such minor will be treated as a Member hereunder and you will be responsible for their adherence to this Agreement. You agree to hold harmless and indemnify WSHC Seattle Clinic for, from, and against any claims of such minor. WSHC Seattle Clinic shall not serve as and should not be considered a replacement for a primary care physician with respect to any minor unless a primary care provider has been established at the WSHC Seattle Clinic . Any

Member under the age of 18 must have a primary care pediatrician of record who is responsible for urgent care, vaccinations, and all routine pediatric health care services.

**Independent Contractor.** The entering into this Membership Agreement establishes a relationship in which WSHC Seattle Clinic is acting as an independent contractor providing Services in accordance with this Agreement. Your status as a Member does not mean that you are an investor or have an ownership interest in WSHC Seattle Clinic .

**Notices; Communications.** Any communication required or permitted to be sent under this Agreement shall be in writing and sent via U.S. mail or email. Notices to you may be sent to the address (mailing or email) you provide to WSHC Seattle Clinic at checkout or subsequently in connection with your account. Notices to WSHC Seattle Clinic may be sent to:

WSHC Seattle Clinic  
1417 NW 54th St. #312  
Seattle, WA 98107  
[seattle@wshcare.org](mailto:seattle@wshcare.org)

You shall promptly notify WSHC Seattle Clinic of any change of address.

**Non-Disparagement.** During the term of Membership and for a period of two (2) years immediately following termination or lapse of Membership for any reason, you and WSHC Seattle Clinic each agree not to make, publish, or communicate to any person or entity, or in any public forum, whether directly or indirectly through any third party, any disparaging, negative, false, misleading or defamatory remarks, comments or statements regarding the other party; provided, that the foregoing shall not limit the right to respond truthfully under oath as required pursuant to legal or regulatory process.

**Severability.** In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and the application of such provision to other persons or circumstances shall be interpreted so as reasonably to affect the intent of the parties. This Section shall survive termination or expiration of this Agreement.

**Complete Agreement.** This Agreement contains the complete agreement between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter of this Agreement. This Agreement will not be changed or modified in any way unless agreed to by both parties in writing.

**Force Majeure.** Neither party will be liable to the other for any cause beyond its reasonable control, and the party's performance of its obligations hereunder, other than payment obligations, will be excused if such party's performance is prevented by any cause or causes beyond its reasonable control without the fault or negligence of such party. In no event shall financial difficulty or inability constitute force majeure.

**Controlling Agreement.** In the event of any conflict between the provisions contained in this Agreement, the WSHC Seattle Clinic Website and any marketing or descriptive materials used by WSHC Seattle Clinic, WSHC Seattle Clinic's representatives, or employees, the provisions in this Agreement shall be controlling.

**Governing Law.** This Agreement shall be governed by and construed in accordance with laws of the State in which the WSHC Seattle Clinic medical practice at which your Membership is based is located (the “Relevant State”), without regard to such State’s conflicts of law provisions.

**Mediation.** Parties agree that should a dispute arise and negotiation not allow for successful resolve, mediation shall be utilized. Meaning, prior to Company or Client filing any legal action or claim, a third party neutral mediator shall be hired, and a mediation shall ensue.

**Arbitration.** All disputes between the parties arising out of or related to this Agreement or your Membership not settled by Mediation (Section 25) shall be submitted to binding arbitration in accordance with the Commercial Rules of the American Arbitration Association (“AAA”). The Arbitration shall be held in the Relevant State. The arbitrator(s) shall apply substantive law of the Relevant State, or federal substantive law where state law is preempted. Subject to the limitations of liability contained herein, the arbitrator(s) shall have the power to grant all legal and equitable remedies and award compensatory damages as provided pursuant to the foregoing applicable State or federal law. The arbitrator(s) shall prepare in writing and provide to the parties an award including factual findings and the legal reasons on which the award is based. The prevailing party in any Arbitration hereunder shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and any other expenses incurred directly or indirectly with said Arbitration, including without limitation the fees and expenses of the arbitrator(s). Any award rendered pursuant to such arbitration shall be final and binding upon the parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over parties. Except as specified herein, each party shall bear its own costs and attorneys’ fees in connection with any such arbitration. EACH PARTY UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, THE PARTY AGREES TO SUBMIT ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH, OR TERMINATION THEREOF TO ARBITRATION, AND THAT THE DISPUTE RESOLUTION PROVISIONS SET FORTH IN THIS SECTION CONSTITUTE, TO THE GREATEST EXTENT PERMISSIBLE BY LAW, A WAIVER OF THE PARTY’S RIGHT TO A JURY TRIAL.

**Survival.** The intellectual property, disclaimer of warranties, limitation of liability, non-disparagement, proprietary rights, any provisions relating to payment of sums owed set forth in this Agreement, and any other provisions that by their sense and context the parties intend to have survive, shall survive the termination or lapse this Agreement.

**Appendix 1.** As described in the Agreement, the Member agrees to pay the fees associated with the Membership tier mutually agreed upon by the parties. The available programs are the following:

Customary Care Program - \$125/month

- Your monthly contribution allows our providers to see you, on average, 1-2 times per month.
- Weekly acupuncture is available as necessary.
- There is no additional contribution or payment for occasional, unexpected, or acute conditions which require increased care.
- The frequency of care shall be mutually determined by both the provider and the patient.
- This program does not cover the cost of any prescriptions, medicinals, supplements, or any supplies that the patient takes home with them.

Concerted Care Program - \$250/month

- Your monthly contribution allows our providers to see you, on average, 2-3 times per month

- This program is for patients who are experiencing more intense or severe health issues and need more frequent care.
- Twice weekly acupuncture as necessary.
- There is no additional contribution or payment for any care offered by the WSHC Seattle Clinic.
- The frequency of care shall be mutually determined by both the provider and the patient.
- This program does not cover the cost of any prescriptions, medicinals, supplements, or any supplies that the patient takes home with them.

Intensive Care Program - \$150/week

- Your weekly contribution allows our providers to see you 1-2 times per week.
- This program is for patients experiencing very severe symptoms and who need frequent follow up and treatment.
- Daily acupuncture as necessary.
- The frequency of care shall be mutually determined by both the provider and the patient.
- This program does not cover the cost of any prescriptions, medicinals, supplements, or any supplies that the patient takes home with them.

Intensive Home Care Program, Close - \$375/week

- For patients within 5 miles of the clinic.
- Same as the in-office Intensive Care Program but for if and when you cannot leave your home.

Intensive Home Care Program, Far - \$500/week

- For patients within 10 miles of the clinic.
- Same as the in-office Intensive Care Program but for if and when you cannot leave your home.

Distance Care Program - \$70/month

- Your monthly contribution allows our providers to meet with you, on average, 1-2 times per month, via teleconference or videoconference.
- There is no additional contribution or payment for occasional, unexpected, or acute conditions which require increased care.
- This program does not cover in-person care and any in-person treatment will occur an additional fee.
- The frequency of care shall be mutually determined by both the provider and the patient.
- This program does not cover the cost of any prescriptions, medicinals, supplements, or any supplies that are mailed to the patient.

**I acknowledge that I have been informed of, and fully understand the above:**

Patient Name: \_\_\_\_\_

Legal Guardian Name: \_\_\_\_\_



Patient Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Or Patient's Legal Guardian)*