



## Peak Wellness Center Membership Contract

### 1. Definition

- a. Adult: 18 years of age or older.
- b. Child: Birth to 17 years 364 days old.
- c. Patient: A patient is defined as those persons for whom the Provider(s) shall provide Services.
- d. PWC: Peak Wellness Center

### 2. Eligibility

- a. General
  - i. Any adult.
  - ii. Any child who has a parent/legal guardian that is a member. If the parent/legal guardian cancels or is removed from the membership, then the child shall be removed from the membership.
  - iii. Cannot be enrolled in Medicaid, Medicare, or other CMS programs including privately administered (such as Medicare Advantage or Medicaid programs administered by private insurance companies) public plans. If you become enrolled, you will be removed from the membership.

### 3. New member registration fee

- a. Will apply for all new adult members regardless of past membership.
  - i. If a member dis-enrolls or is removed from membership and later decides to rejoin, they will be subject to a new member registration fee of \$99.
- b. Waived for business accounts.

Membership Plan	Registration Fee
Single Adult	\$75
Adult and child or children	\$75
Two Adults	\$150
Two Adults and child or children	\$150

### 4. Term, Duration, and Termination

- a. Basic Plan: Member agrees to a 1 year term. The member cannot cancel during the first 12 months of the membership. The member agrees to pay \$39 per month or can pay the entire 12 month membership up front. If the member wants to pay the entire year membership upfront, they will be given a 5% discount. No refund will be given for any reason.
- b. Standard Plan: Member agrees to a recurring monthly membership. The member can cancel at any time. The notice of cancellation must be in writing. The cancellation will occur on the next billing cycle but notice must be given 5 or more business days before the next billing cycle or the cancellation will occur on the subsequent billing cycle. If the member wants to pay the entire year membership upfront, they will be given a 5% discount.
- c. Premium Plan: Member agrees to a recurring monthly membership. The member can cancel at any time. The notice of cancellation must be in writing. The cancellation will occur on the next billing cycle but notice must be given 5 or more business days before the next billing cycle or the



cancellation will occur on the subsequent billing cycle. If the member wants to pay the entire year membership upfront, they will be given a 5% discount.

- d. Without exception, Peak Wellness Center shall always retain the ultimate right to reject, terminate, or cease any and all professional relationships. In such event, the member will be given notice and the membership will be cancelled at that time. Monthly charges will cease at this time regardless of member plan. The provider(s) will provide only 14 days coordination of emergency services to allow the member to find another medical provider but will not provide any services thereafter. No refund shall be given even if annual fees have been paid in advance.
5. How visits/encounters are counted
  - a. Each contact with a medical provider (PA, NP, MD/DO) counts as an encounter regardless of the medium, ie chat, phone call, in-office/in-person visit, or televideo. In the event that the patient cannot be present but either the patient, guardian, parent, or MDPOA requests an encounter will count as an encounter.
  - b. A non-face-to-face contact that in the opinion of the medical provider requires an in-office encounter will not count as two encounters as long as this face-to-face encounter is completed at the next business day.
6. I understand that all monthly membership fees are recurring.
7. If my membership lapses, I may re-apply at any time subject to a \$99 re-registration fee; acceptance shall be dependent upon availability of clinic space.
8. I shall pay a \$35 fee for declined checking account transactions, insufficient funds, or declined card transactions.
9. Prescriptions, certain vaccinations, certain medical supplies, and other potential items provided but not covered by my monthly primary care service fee shall be automatically charged to my checking account or card at the time such items are provided to me.
10. My participation is recurring and by signing below I authorize my checking account or card to be charged monthly when annual membership payment is not made and for any additional charges incurred between monthly dues for services and products received.
11. My participation is voluntary and subject to the terms and conditions of membership.
12. I understand this agreement does not include comprehensive health insurance coverage nor is it a contract of insurance.
13. I understand specialty care, hospitalizations, surgery, third-party medical treatments and other medical products and services not specifically provided by Peak Wellness Center are my sole responsibility and are not included or paid for by Peak Wellness Center.
14. I understand that Peak Wellness Center recommends a wrap around insurance product for, at a minimum, catastrophic coverage as Peak Wellness Center is not an insurance company and in no way is offering an insurance product or service.
15. I understand that any quote provided for third party services are not promises or exact cost projections. You will be liable for all charges from third-party services. These include pathologists, radiologists, facility fees associated with these providers, laboratory companies, therapists, and any other non-Peak Wellness Center service including those that are sent out to these providers from Peak Wellness Center.
16. I understand that Peak Wellness Center will not compensate a member for any charges or costs incurred.



17. I understand that Peak Wellness Center pricing could change each year and an updated price list for membership, services, and products can be found at [mypeakmd.com/pricing](http://mypeakmd.com/pricing).
18. I agree to allow a photo to be taken or to provide an up to date photo to be placed in/on the patient chart for identification and security purpose.
19. I understand that medical services and products will not be provided if identity cannot be verified through PWC accepted forms of identification.
20. I agree to notify PWC immediately upon my enrollment in any government or CMS endorsed/sponsored/administered health insurance program.



21. Monthly plan pricing

Services	Cash Price (non-member)	Basic	Standard	Premium
Adult (per adult per month)		\$39	\$79	\$99
Child (per child per month)		\$39	\$9 with a single adult 2 Children Free with 2 Adults \$49 for additional children	\$9 with a single adult 2 Children Free with 2 Adults \$59 for additional children
Visits				
Primary Care Visits (with MD)			X	X
Primary Care Visits (with NP or PA)*		X	X	X
Chiropractic Visits	\$45	\$45	\$45	1 per month (\$40 each additional)
Behavioral Psychologist (Adult and Pediatric)(When Staffed)	\$150	\$150	\$150	1 fifty min visit per year (\$65 per ½ hour each additional)
Urology Care by San Juan Urology	\$1250	\$1250	\$1250	\$800 vasectomy consult and procedure when done in office (includes nitrous oxide)
Number of Primary Care Visits Per Calendar Year		4 (including 1 annual wellness visit)	Unlimited	Unlimited
Annual Wellness Visit	\$241	Annually (counts against 4 visit per year)	Annually	Annually
Urgent Care Visit	\$220	X (counts against 4 visit per year)	Unlimited	Unlimited
Chronic Disease Management Visit (for things like high blood pressure, diabetes, and etc)	\$220	X (counts against 4 visit per year)	Unlimited	Unlimited
Sports Physical	\$215	X (counts against 4 visit per year)	Unlimited	Unlimited
Chat Encounter	\$57	counts against 4	Unlimited	Unlimited
Telephone Encounter	\$57	counts against 4	Unlimited	Unlimited
Televideo Encounter	\$220	counts against 4	Unlimited	Unlimited
DOT exam	\$125	\$110	\$70	\$30
FAA exam (3 <sup>rd</sup> class)	\$150	\$140	\$70	\$0
FAA exam (2 <sup>nd</sup> class)	\$180	\$160	\$90	\$20



FAA exam (1 <sup>st</sup> class)	\$180	\$160	\$90	\$20
Additional Visit Above Maximum Per 12 months	\$220	\$120	N/A	N/A
Vaccinations (adult only-all are per dose)				
Vaccine admin fee (per vaccine)	\$52	\$10	\$0	\$0
Flu	\$20	\$10	\$0	\$0
Tdap	\$35	\$35	\$30	\$30
Pneumonia 23	\$100	\$100	\$95	\$95
Pneumonia 13	\$225	\$225	\$220	\$220
Hepatitis A	\$60	\$60	\$55	\$55
Hepatitis B	\$70	\$70	\$65	\$65
Hepatitis A and B	\$130	\$130	\$125	\$125
HPV	\$210	\$210	\$200	\$200
Others	Varies	Wholesale	Wholesale	Wholesale
Vaccinations (children only)				
Vaccine admin fee (per vaccine)	\$52	\$10	\$0	\$0
Flu	\$20	\$10	\$0	\$0
Tdap (10+)	\$70	\$70	\$65	\$65
Others	Varies	Wholesale	Wholesale	Wholesale
Pulmonary				
Spirometry (pre only) in office	\$76	\$35	\$0	\$0
Spirometry (pre and post) in office	\$127	\$50	\$0	\$0
Breathing Treatment (Albuterol or Duoneb)	\$39	\$35	\$0	\$0
Triple Test	\$75	\$0	\$0	\$0
Pulmonary Stress Test	\$75	\$0	\$0	\$0
Albuterol solution	\$12	\$0	\$0	\$0
Duoneb solution	\$24	\$0	\$0	\$0
Cardiac				
EKG	\$36	\$30	\$0	\$0
Musculoskeletal****				
Joint/Bursa Injection	\$129	\$50	\$0	\$0
Ultrasound Guided Joint/Bursa Injection	\$197	\$100	\$60	\$30
Tendon Sheath Injection w/ Ultrasound	\$235	\$100	\$60	\$30
Splinting (each fiberglass splint)	\$176	\$50	\$0	\$0
Casting (each cast; incl removal)	\$206	\$75	\$0	\$0
Skin				
Cryosurgery & Electrocautery (destruction of lesion by freezing-warts, precancerous lesions, cancerous lesions, etc)	\$112	\$10 per lesion	\$0 per lesion	\$0 per lesion
Trim Skin Lesion	\$120	\$10 per lesion	\$0 per lesion	\$0 per lesion
Trim Skin Lesion, 2-4	\$144	\$10 per lesion	\$0 per lesion	\$0 per lesion
Trim Skin Lesion over 4	\$160	\$10 per lesion	\$0 per lesion	\$0 per lesion
Punch Biopsy	\$266	\$40 per lesion	\$0 per lesion	\$0 per lesion
Remove skin tag (less than 15)	\$190	\$10 per lesion	\$0 per lesion	\$0 per lesion



Shave Biopsy (1.5 cm)	\$301	\$40 per lesion	\$0 per lesion	\$0 per lesion
Shave Excision/Biopsy with ED&C**	\$379	\$100 per lesion	\$0 per lesion	\$0 per lesion
Excisional Biopsy (1.5 cm benign lesion)**	\$361	\$100 per lesion	\$0 per lesion	\$0 per lesion
Excisional Biopsy (1.5 cm malignant lesion)**	\$534	\$100 per lesion	\$0 per lesion	\$0 per lesion
Excisional Biopsy with Flap (<10 sq cm)**	\$1706	\$1000 per lesion	\$750 per lesion	\$500 per lesion
Laceration Repair (3 cm trunk stitches)	\$233	\$50	\$0	\$0
Abscess Drainage	\$255	\$40	\$0	\$0
Abscess Drainage with Packing	\$444	\$50	\$0	\$0
Inclusion/Sebaceous Cyst Removal	\$361	\$100	\$0	\$0
Wedge Resection of Nail		\$30	\$0	\$0
Whole Nail Resection	\$233	\$40	\$0	\$0
Nail Resection & Chemical Matricectomy	\$333	\$100	\$10	\$10
Neurologic				
Nerve Block, Diagnostic	Varies on location	Varies on location	Varies on location	Varies on location
Nerve Block and Ablation	Varies on location	Varies on location	Varies on location	Varies on location
Nerve Block and Steroid	Varies on location	Varies on location	Varies on location	Varies on location
Occipital Nerve Block, Greater and Lesser with Steroid, 1 Side (incl Steroid)	\$472	\$100	\$0	\$0
Botox for Migraines	Varies Based on Qty	Varies Based on Qty	Varies Based on Qty	Varies Based on Qty
Women's Health				
Insert Nexplanon***	\$307	\$50	\$0	\$0
Remove Nexplanon	\$339	\$75	\$0	\$0
Remove/Insert Nexplanon***	\$495	\$100	\$0	\$0
Insert IUD***	\$180	\$100	\$0	\$0
Remove IUD	\$204	\$100	\$0	\$0
Remove/Insert IUD***	\$300	\$125	\$0	\$0
Implant/Insert Device	\$1200-\$1500	Wholesale/Cash Price	Wholesale/Cash Price	Wholesale/Cash Price
Cosmetic				
Botox for Cosmetics	Varies Based on Qty	Varies Based on Qty	Varies Based on Qty	Varies Based on Qty
Labs (in office)				
Venipuncture (blood draw)	\$10.00	\$6	\$0	\$0



TSH (screen only for hypothyroidism)	\$45.86	\$45	\$20	\$10
Rapid Strep (without culture)	\$34.16	\$34	\$20	\$0
INR	\$10.50	\$10	\$5	\$0
Hemoglobin A1c	\$42.12	\$30	\$20	\$10
Urinalysis (UA)	\$10.00	\$10	\$5	\$0
FIT Screen (Colon Cancer Screening)	\$44.44	\$44	\$22	\$10
Blood Sugar	\$10.00	\$3	\$0	\$0
Mono	\$14.12	\$14	\$10	\$0
Lipid Panel	\$36.54	\$35	\$20	\$0
Labs (out of office)				
Venipuncture (draw)	\$10	\$6	\$0	\$0
Specimen Handling	\$20	\$0	\$0	\$0
Annual Labs (CBC, CMP, TSH, Cholesterol Panel)		\$55	\$0	\$0
PSA		\$25	\$25	\$25
PAP (ThinPrep)		\$75	\$75	\$75
PAP (ThinPrep) w/ HPV		\$175	\$175	\$175
Various		Wholesale/Cash Price	Wholesale/Cash Price	Wholesale/Cash Price
Imaging (If Completed at Outside Facilities at their rate)				
X-ray In-House Cost		\$55	\$45	\$35
CT		Imaging Center Charge	Imaging Center Charge	Imaging Center Charge
MRI		Imaging Center Charge	Imaging Center Charge	Imaging Center Charge
Ultrasound		Imaging Center Charge	Imaging Center Charge	Imaging Center Charge
Other		Imaging Center Charge	Imaging Center Charge	Imaging Center Charge
Consultation/Referral/Specialists				
Physical Therapy (with RMTS)	5 visits for \$225 – member pays RMTS directly			
Physical Therapy (other)	Center Charge			
ENT	Center Charge			
GI	Center Charge			
Surgery	Center Charge			
Urology	Center Charge			
Other	Center Charge			
Medication Admin (Injectable)				
Injection Fee (testosterone, antibiotic, B12, etc)***	\$52	\$10	\$0	\$0
Vitamin B12	\$30	\$30	\$20	\$10
Ceftriaxone	\$10	\$10	\$5	\$0
Dexamethasone	\$10	\$10	\$5	\$0
Depo-medroxyprogesterone	\$200	\$200	\$175	\$150
Testosterone (up to 200mg)	\$30	\$30	\$20	\$10




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Kenalog	\$84	\$40	\$20	\$10
Ketorolac	\$10	\$10	\$5	\$0
PPD	\$130	\$130	\$125	\$125
Zofran	\$10	\$10	\$5	\$0
Unlisted Services (excluding medications, vaccines, devices, equipment, and other services that require supplies)				
Unlisted	Office Price	Wholesale	Wholesale	Wholesale

\*NP and PA will consult with MD when clinically indicated

\*\*Requires pathologist review and will generate an additional bill from the pathologist

\*\*\*Nexplanon and IUD device cost is separate and additional

\*\*\*\*Medication cost is additional and separate



22. **Services.** As used in this Agreement, the term Services shall mean a package of services, both medical and non-medical, and certain amenities (collectively "Services"), offered by Peak Wellness Center, subject to change without further notice.
23. **Medical Services.** As used in this Agreement, the term Medical Services shall mean those medical services that the Provider themselves is permitted to perform under the laws of the State of Colorado and that are consistent with their training and experience as a family medicine provider. It is at the sole discretion of the provider to determine if the medical care required by the member can be accomplished in the office and by the provider. The provider will make all referrals that are necessary and all referral care is outside the scope of this membership and the member will be liable for all fees and charges of those consulting providers.
24. **Fees.** In exchange for the services described herein, Patient agrees to pay Peak Wellness Center the amounts as set forth in the Peak Wellness Center Member Agreement. These fees are payable upon execution of this Agreement during the term of this Agreement. If Patient cancels this Agreement, no refunds shall be given. Registration fees are non-refundable.
25. **Non-Participation in Medicare/Medicaid.** If Patient participates in Medicare, Medicaid or other CMS sponsored programs, then Patient is not eligible for membership at Peak Wellness Center. If Patient decides to participate in Medicare or Medicaid after becoming a member at Peak Wellness Center, then the membership shall be cancelled. Any Patient violating this rule will be liable for all fines, penalties, or damages charged to Peak Wellness Center.
26. **Insurance or Other Medical Coverage.** Patient acknowledges and understands that this Agreement is not an insurance plan, and not a substitute for health insurance or other health plan coverage. Peak Wellness Center shall not cover hospital services, specialist visits, emergency room visits, surgeries, radiology and imaging, worker's compensation claims, or any other services not personally provided by Peak Wellness Center or its Providers. Patient acknowledges that Peak Wellness Center has advised that patient obtain or keep in full force such health insurance policy/policies or plans that shall cover Patient for costs outside of this membership. This Agreement is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry.
27. **Availability.** The Provider may, from time to time, due to vacations, sick days, and other situations not be available to provide services. During such times, Patient calls to the Provider, or to the Provider's office, shall be directed to a licensed medical provider who is "covering" for the Provider during their absence.
28. **Pharmacy services.** Peak Wellness Center will attempt in all possible cases to prescribe generic medications. Goodrx.com and other savings card options exist to ease the cost of medication. In addition, your provider will try and prescribe medications commonly found on \$4 or discounted medication lists. All medication costs remain the liability and responsibility of the member.
29. **Third-Party Referrals and Preferred Rates.** Provider may elect to coordinate with third party medical specialists to whom Patient is referred and may assist Patient in obtaining specialty care. Patient understands that fees paid under this Agreement do not include and do not cover specialists' fees or fees due to any third-party medical professional other than the Peak Wellness



Center Provider(s). In the event Peak Wellness Center can negotiate a preferred rate on behalf of Patient for third party services (including, but not limited to advanced imaging, specialist visits, laboratory work, hospitalizations, and other third-party medical services), and such preferred rates require Peak Wellness Center to collect payment for services on behalf of the third party, you shall pay such payments to Peak Wellness Center. Any such payments on behalf of a Patient do not create any obligation on behalf of Peak Wellness Center other than to pay the third-party provider the discounted agreed to rate. Patient is under no obligation to use such referrals.

30. **Electronic Communications.** Patient acknowledges that communications with the Provider using e-mail, facsimile, video chat, texting, instant messaging, cell phone, and any other forms of Electronic Communication not listed here (collectively, "Electronic Communications") are not guaranteed to be secure or confidential methods of communications. As such, Patient expressly waives the Provider's obligation to guarantee confidentiality with respect to correspondence using such means of communication. Patient acknowledges that all such communications may become a part of the Patient's medical records. Patient authorizes Peak Wellness Center, and its Providers to communicate with Patient by Electronic Communications regarding Patient's health information.

Patient further acknowledges that:

Electronic Communications are not necessarily secure mediums for sending or receiving health information and there is always a possibility that a third party may gain access.

Electronic Communications are not an appropriate means of communication regarding emergency or other time-sensitive medical needs. In the event of an emergency, or a situation in which the Patient could reasonably expect to develop into an emergency, the Patient shall call 911 or the nearest emergency room and follow the directions of emergency personnel.

31. **Delayed Response to Electronic Communications.** If Patient does not receive a response to an Electronic Communication within one business day, Patient must use another means of communication to contact the Provider(s). Neither Peak Wellness Center nor the Provider(s) shall be liable to Patient for any loss, cost, injury, harm, damages, delay in diagnosis, delay in treatment, or expense caused by, or resulting from a delay in responding to Patient because of technical failures, including, but not limited to: technical failures attributable to any internet service provider, power outages, failure of any electronic messaging software, or failure to address e-mail or text messages, failure of the Clinic's computers or computer network, or faulty telephone or cable data transmission, any interception of Electronic Communications by a third party; or your failure to comply with the guidelines regarding use of Electronic Communications as set forth in this paragraph.
32. **Agreement subject to change.** This agreement is subject to change at any time due to unforeseen changes in all Federal, State, and local regulations. Peak Wellness Center may make changes to the agreement without prior member approval or any notice. Peak Wellness Center may stop offering various services or product without notice to the member and Peak Wellness Center is not obligated to continue offering various services or products nor continued



employment of all current providers. In the event a primary care provider leaves Peak Wellness Center, the patients under the providers care will be transferred to another Peak Wellness Center provider. No refund or cancellation privilege is granted should a provider not be able to provide a particular service, such as surgery, or in the event there is a primary care provider that leaves the practice.

33. **Amendment.** Any changes are incorporated by reference into this Agreement without the need for signature by the parties and are effective as of the date established by Peak Wellness Center, except that Patient shall initial any such change at Peak Wellness Center request. Moreover, if Applicable Law requires this Agreement to contain provisions that are not expressly set forth in this Agreement, then, to the extent necessary, such provisions shall be incorporated by reference into this Agreement and shall be deemed a part of this Agreement as though they had been expressly set forth in this Agreement.
34. **Severability.** If for any reason any provision of this Agreement shall be deemed, by a court of competent authority, to be legally invalid or unenforceable in any authority to which it applies, the validity of the remainder of this 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.
35. **Reimbursement for services rendered.** If this Agreement is held to be invalid for any reason, and if Peak Wellness Center is therefore required to refund all or any portion of the fees paid by Patient, Patient agrees to pay Peak Wellness Center an amount equal to the usual charge value (using Peak Family Medicine's fee schedule) of the Services rendered to Patient during the period for which the refunded fees were paid.
36. **Assignment.** This Agreement, and any rights Patient may have under it, may not be assigned, or transferred by Patient.
37. **Legal Significance.** Patient acknowledges that this Agreement is a legal document and creates certain rights and responsibilities.
38. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter of this Agreement.
39. **Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Colorado and all disputes arising out of this Agreement shall be settled in the State of Colorado.

I agree to be bound by this Contract and agree to bind any minors or persons that I am legally responsible for who is to be a member:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_