

Peak Wellness Center Membership Agreement (Non-Employer Plan)

Effective Date: _____

Member Name: _____

Mailing Address: _____

Email: _____

Provider: Peak Wellness Center, LLC (“PWC”)

This Agreement sets the terms of membership in PWC’s direct primary care program.

1. Definitions

- a. “Agreement” means this contract, including schedules and amendments.
- b. “Member” means the individual entering this Agreement to receive Services.
- c. “Applicable Law” means all relevant Colorado and federal statutes and regulations.
- d. “Adult” means 18 years of age or older.
- e. “Child” means birth through 17 years, 364 days.
- f. “Patient” means a person for whom the Provider(s) shall provide Services.
- g. “PWC” means Peak Wellness Center.
- h. “Services” means a package of medical and non-medical services and amenities offered by PWC, which may be modified upon notice under §14.
- i. “Medical Services” means those services the Provider is permitted to perform under Colorado law consistent with training and experience; the Provider will use professional judgment to determine whether care is within scope. Referrals are outside this Agreement and are the Member’s financial responsibility.
- j. “Provider” means a licensed health care professional providing services to PWC Members.

2. Eligibility

- a. Member represents and warrants they are **not** enrolled in Medicare, Medicaid, or any other CMS-reimbursed program and will provide **prompt written notice** to PWC if they become enrolled. Enrollment in a disqualifying program automatically terminates this Agreement without refund, subject to §6.d.
- b. General: (i) Any Adult. (ii) Any Child whose parent/legal guardian is a Member; if the parent/legal guardian ceases membership, the Child is removed.

3. Registration Fee

Registration fees are **non-refundable** and may change for future enrollees.
\$75 per plan.

4. Structure of Membership

a. PWC may modify, discontinue, or substitute Service components or Providers upon at least **30 days' notice** to Members, except for urgent patient-safety or legal-compliance reasons. PWC may cap panel size and maintain a waitlist.

b. Tiers

- **Basic:** 4 visits per 12 months included; labs discounted to at/near PWC wholesale pricing; additional visits at **50%** off standard office fee; procedures billed at then-current prices. Eligible primary provider: NP or PA, as determined by PWC.
- **Standard:** Unlimited primary care visits; greater discounts than Basic. Eligible provider: NP, PA, or Physician, as determined by PWC.
- **Premium:** Unlimited primary care; greater discounts than Basic/Standard. Eligible provider: NP, PA, or Physician. Includes **one** free monthly in-house chiropractic visit; additional visits at then-current discounted price.

5. Cost of Membership

Cost depends on Term. Prices apply through the current Term and may change upon renewal.

Plan	12-Month / mo	6-Month / mo	3-Month / mo
Basic	\$69	\$100	n/a
Standard	\$99	\$170	\$200
Premium	\$119	\$200	\$240

All payments are exclusive of applicable taxes and third-party processing fees.

6. Term and Termination

- Default Term is **12 months**.
- Term may not be changed after enrollment until completion.
- Prepayment discount: 12-mo paid in full **10%**; 6-mo **5%**; 3-mo **3%**.
- Termination

- **By Member:** Member may cancel at any time; **no refund** of unused months. Member remains responsible for unpaid fees/charges incurred prior to termination.
- **By PWC:** PWC may terminate for any reason, including non-payment, abusive behavior, threats, or material breach. If termination is for **Member breach, no refund**. If PWC terminates **without Member breach**, PWC will **prorate and refund** unused prepaid months. Upon any termination, PWC will provide emergency-needs coordination for up to **30 days** or until a new provider is established, then no further services.

7. Counting Visits/Encounters

- a. Each contact with a medical provider (PA, NP, MD/DO)—in-office, scheduled phone, or video—counts as an encounter. Family/guardian/MDPOA consultations about the Member count as an encounter. Portal web messages do not.
- b. If a non-face-to-face contact leads to an in-office encounter within **one business day**, it counts as **one** encounter (relevant to the Basic Plan where there are visit count limit).
- c. Ancillary contacts with medical assistants (lab draws, injections, diagnostics) **do not** count as separate visits **unless** a provider is involved.

8. Billing and Payment Authorization

- a. Member authorizes recurring charges to the payment method on file for membership fees and any non-covered products/services; Member will maintain valid payment information.
- b. **Auto-renew** continues until cancelled in writing; email to **[cancellations@_____]** or online at **[URL]** is accepted. Provide notice at least **10 days** before the next billing date.
- c. Fees recur monthly unless paid annually.
- d. Lapsed memberships may reapply subject to capacity and payment of the then-current registration fee schedule.
- e. A fee for returned or declined payments may be charged **up to the maximum permitted by Applicable Law**.
- f. Pricing updates for existing Members will be published at least **30 days** before effective date.
- g. By signing, Member authorizes recurring charges for dues and any interim charges for products/services.
- h. **E-Sign Consent:** Electronic signatures and consents have the same effect as ink signatures.

9. Voluntary Participation

Membership is voluntary and subject to these terms.

10. Scope and Insurance Disclaimer

- a. This Agreement is intended to qualify as a **Direct Primary Care Agreement** under **C.R.S. § 6-1-810** and is **not insurance**.
- b. PWC recommends separate insurance, at minimum for catastrophic events.
- c. Quotes for third-party services are estimates only; Member is responsible for all third-party charges (e.g., pathologists, radiologists, lab companies, facilities, therapists).
- d. PWC will not reimburse Members for third-party costs.
- e. PWC assumes no financial risk beyond Services expressly described herein.
- f. Specialty care, hospitalizations, surgery, third-party treatments, prescriptions, and other services not provided by PWC are the Member's sole responsibility.
- g. **No Controlled-Substances Guarantee:** Providers are not obligated to prescribe controlled substances.
- h. **No 24/7 On-Call Guarantee:** Access is per PWC's posted access model.

11. Administrative Provisions

- a. Member agrees to provide an up-to-date photo for chart identification; it will be maintained under HIPAA privacy standards.
- b. Services and products will not be provided if identity cannot be **verified** via PWC-accepted ID.
- c. Member agrees to notify PWC immediately upon **enrollment** in any government or CMS-administered program.
- d. **Availability:** When a Member's primary Provider is unavailable, another licensed provider may cover the inbox and urgent needs as available.

12. Fees and Third-Party Liability

- a. Items not covered by membership (e.g., prescriptions, certain vaccinations/supplies) may be charged at time of service.
- b. In exchange for Services, Member agrees to pay the amounts set forth herein. If Member cancels, **no refunds**; if PWC terminates **without Member breach, prorata refund** per §6.d.
- c. Laboratory, imaging, specialist, hospital, and pharmacy services are independently billed and are Member's responsibility.
- d. **Medicare/Medicaid:** If Member **knowingly misrepresents** eligibility or **fails to give required notice**, and such conduct **directly results** in a fine, penalty, or repayment demand against PWC, Member shall **indemnify PWC for the portion causally related** to that conduct.
- e. **Pharmacy:** Providers generally prescribe generics and may utilize discount programs when appropriate; all medication costs are Member's responsibility.
- f. **Third-Party Referrals:** Fees to outside professionals are not included in membership.

13. Electronic Communications

- a. Member consents to the use of encrypted and non-encrypted communications; PWC uses reasonable safeguards but cannot guarantee confidentiality.
- b. Electronic communications (email, fax, video, text, IM, phone) may become part of the medical record; Member authorizes such communication.
- c. **Emergencies:** Do **not** use electronic communications for emergencies; call **911** or go to the nearest emergency department.
- d. If no response within **one business day**, Member will use another method to contact PWC; delays do not constitute negligence or breach.
- e. Member acknowledges receipt of PWC's **Notice of Privacy Practices**.
- f. **TCPA Consent:** Member consents to receive SMS/email notifications for appointments, billing, and practice updates; Member may opt out at any time.

14. Amendments and Regulatory Change

PWC may amend this Agreement upon **30 days' written or electronic notice**. Material changes permit Member to **cancel prior to the effective date** with no early-termination fee. Continued use after the effective date constitutes acceptance.

15. Dispute Resolution

Any dispute arising under or relating to this Agreement shall first be submitted to good-faith mediation in Montrose County, Colorado. If the dispute is not resolved within 45 days after a written request for mediation, either party may seek relief in a court of competent jurisdiction in Colorado, and the parties agree that venue is proper in Montrose County, Colorado (or the U.S. District Court for the District of Colorado, as applicable). The parties waive any objection to venue or *forum non conveniens*. Mediation costs shall be shared equally; each party bears its own attorneys' fees unless otherwise provided in §16.

16. Attorneys' Fees

The prevailing party in any dispute is entitled to reasonable attorneys' fees and costs.

17. Force Majeure

Neither party is liable for failure to perform due to causes beyond reasonable control (including acts of God and pandemics).

18. Notices

Notices are deemed delivered when sent via email or U.S. Mail to the addresses on file.

19. Severability

If any provision is invalid or unenforceable, it will be modified to the minimum extent necessary; the remainder remains in effect.

20. Reimbursement for Services if Agreement Invalidated

If this Agreement is held invalid and PWC must refund fees, Member will pay PWC an amount equal to the usual-charge value (per PWC fee schedule) of Services rendered during the refunded period.

21. Assignment

Member may not assign or transfer this Agreement or Member rights.

22. Survival; Waiver; Headings

Payment, indemnity, dispute resolution, and confidentiality obligations **survive** termination. Failure to enforce is not a waiver. Headings are for convenience only.

23. Entire Agreement; Governing Law

This Agreement is the entire agreement and supersedes prior understandings regarding its subject. Colorado law governs, and venue is as provided in §15.

THIS IS A DIRECT PRIMARY CARE AGREEMENT AND NOT HEALTH INSURANCE.

**THIS AGREEMENT MAY NOT COVER ALL HEALTH CARE SERVICES.
KEEP ANY EXISTING HEALTH INSURANCE YOU HAVE.**

THIS AGREEMENT DOES NOT QUALIFY AS MINIMUM ESSENTIAL COVERAGE UNDER FEDERAL LAW.

Member Acknowledgment and Signature

I agree to be bound by this Agreement and, if applicable, to bind any minors or dependents for whom I am legally responsible who are to be Members.

Signature: _____

Name: _____

Date: _____