



Mint Health Clinics Lone Tree Member Agreement

Welcome to Mint Health Clinics Lone Tree! We are so pleased that you have chosen us as your primary care provider, and we thank you for entrusting us with your healthcare.

Mint Health Clinics Lone Tree is a membership-based, Direct Primary Care (DPC) program which offers you the opportunity to develop a personal relationship with your physician so you can receive the best healthcare possible.

Included in your membership is a wide array of primary care services and access to a variety of wellness programs and practitioners. Some of the membership benefits include unlimited visits with your physician, no copays or deductibles, transparent pricing, virtual access to your physician (via mobile phone, text, and video chat), and many opportunities every month to participate in wellness activities that will assist you on your quest for optimal health and well-being.

We are honored to be your healthcare team, and we hope to be your partner for many years to come.

Overview

This Agreement is made between SAHJ, Inc., a Colorado corporation, d/b/a Mint Health Clinics Lone Tree (MHCLT), and You. The Physicians practicing at MHCLT offer primary family medicine and ancillary services in exchange for certain fees paid by You according to the terms and conditions described in this Agreement.

Services

Your membership at MHCLT includes the following, and other, medical and non-medical services ("Services") as part of the overall Services offerings:

Included Medical Services

The following Services comprise the medical portion of Your membership:

- Family/General Practice. Annual exams with blood work, routine office visits, chronic disease management, etc.
- Skin Care. Wound care, removal of minor lesions, wart removal, etc.
 - Small additional fees may apply for the cost of medications, medical devices, and pathology associated with certain procedures. These fees will always be communicated with you before any procedures take place.
- Women's Health. Annual well-woman exams and urine pregnancy testing
- Pediatrics. Well child care and sports physicals
- Minor Procedures. Laceration repair (stitches), electrocardiograms (EKGs), etc.
- Prescriptions. In-house pharmacy with many commonly prescribed generic medications available at cost, low cash pricing on other generic medications, and a secure messaging app for remote prescribing
 - Low cash pricing will vary based on market pricing
- Radiology. Screening mammograms (once annually), low cash pricing on X-rays, MRIs, CTs, ultrasounds, and more
 - Low cash pricing will vary based on current partnerships and market pricing
 - Radiology services will be performed outside the MHCLT clinic, in Sky Ridge Medical Center when possible
- Laboratory. Basic annual labs (once annually), urine pregnancy testing, low cash pricing on lab tests, etc.
 - Low cash pricing will vary based on current partnerships and market pricing
 - Phlebotomy (blood draw) services can occur onsite in the MHCLT clinic, though testing will occur at certified LabCorp testing facilities

Included Non-Medical Services

The following services comprise the non-medical portion of Your membership:

- Extended Access. You will have access to a Physician via text, phone, video chat, and email. You will be given a phone number where You may reach a Physician directly.
 - We make every effort to make a Physician available on nights and weekends via text, phone, video chat, and email for You. If you have an urgent after-hours or weekend concern that you believe cannot wait for routine business hours, a Physician will be available via these communication methods.
 - Your Physician will make every effort to address Your needs in a timely manner, but 24/7 availability is not guaranteed.
 - While Physicians can potentially come in on weekends for urgent needs, we find that the need to do so is very rare, and that most matters can be handled via text, phone, video chat, or email. Physicians are not available on weekends for routine needs or matters that can wait until normal business hours during the week.
 - We are a very low cost clinic. We are helping to create something that is sustainable, enjoyable, and transformative. Achieving this requires a partnership with our Members. As we strive for sustainability, we ask our Members to utilize our services, in person or electronically, when they need us. We also ask that if matters can wait until waking hours, that they do.
 - From time to time due to vacations, illness, or personal emergency, Your Physician may be temporarily unavailable to provide the services detailed in this Agreement, and while MHCLT will make every effort to provide You with a substitute provider, You understand this may not always be possible and You may need to seek care from a different practice or provider. You understand that any treatment rendered by a different practice or provider is not covered under this Agreement.
- Electronic Access. You will be able to use email, phone call, text, and video chat for non-urgent electronic communications with Your Physician.
 - If You intend to use electronic communications to communicate with Your Physician, please complete the separate *"Electronic Communications Agreement"*.
- No-wait or Minimal-wait Appointments. Every effort will be made to ensure that You are seen by a Physician immediately upon arriving for a scheduled office visit, or after only a minimal wait.
- Same-day or Next-day Appointments. When You call or email a Physician prior to noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort will be made to schedule an appointment with a Physician on the same day. If You call or email a Physician after noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort will be made to schedule Your appointment with a Physician on the following normal office day. In any event, every reasonable effort will be made to schedule an appointment for You on the same day that the request is made.

- Wellness Services. A main component of a membership at MHCLT is access to many types of wellness-based activities and practitioners. MHCLT will attempt to provide multiple opportunities per month for You to attend and explore wellness-based activities, e.g. massage, yoga therapy, etc. These activities may occur either at the MHCLT location or at other facilities or locations that are suitable for such activities. These activities will be led and performed only by licensed professionals in their relevant fields of expertise. MHCLT will make every reasonable effort to provide as many wellness-based activities as possible per month, but cannot guarantee the frequency or type of activities that will be available.

Excluded Services

The following services are not part of the Services in Your membership:

- Specialists. From time to time, You may need to use the care of specialists (e.g. cardiologists, obstetricians, etc.), emergency rooms, urgent care centers, etc. that are outside the scope of this Agreement. Physicians and other staff at MHCLT will coordinate with the specialists you select or to whom You are referred to assist You in obtaining specialty care, and will make an appropriate determination about the scope of primary care services offered by Your Physician on a case-by-case basis. Because no insurance is involved, Your Physician has no incentive to refer You to any particular specialist, which means You and Your Physician can work together to determine the best specialist for You. You understand that fees paid under this Agreement do not include and do not cover specialist's fees or fees due to any medical professional or service other than a Physician practicing at MHCLT.
- Controlled Substances. It is not the policy of Physicians practicing at MHCLT to prescribe chronic controlled substances on Your behalf, including commonly abused opioid medications, benzodiazepines, and other stimulants.

Volume of Services

The number of in-person and virtual visits You may receive is not limited by this Agreement.

Membership Fees and Enrollment Fees

In exchange for Services, You agree to pay MHCLT the following fees ("Fees"):

- Membership Fee
- Enrollment Fee
- Any additional Itemized Charges

Membership Fee

Your Membership Fee covers the Services provided by Physicians practicing at MHCLT. You can pay Your Membership Fee on a monthly, quarterly, or annual basis.

Payments can be made via Automated Clearing House (ACH) or debit or credit card transaction using the payment information on file. You understand that transactions declined due to insufficient funds and expired credit cards may result in an additional fee of \$25.

The Membership Fee is payable upon execution of this Agreement, and on the same day of execution each month, quarter, or year thereafter during the term of this Agreement. Payment is for the Services provided to You for the subsequent enrollment period. Some medical services You may need, and prescription medication and lab costs, that are not included in the Services provided by the Physicians practicing at MHCLT may require payment of additional fees to a third party.

Membership Plans

MHCLT offers two membership plans:

- Individuals and Families. This plan is for individuals and families who are paying the Membership and Enrollment Fees for themselves, and who are not part of a Businesses plan
- Businesses. This plan is for owners of sole-proprietorships or businesses with employees who want memberships for themselves and/or to subsidize part or all of the Membership and Enrollment Fees for their employees

Pricing

Below is the pricing for the Individuals and Families plan:

Individuals and Families	Monthly Fee
Adult (ages 27+)	\$99
Couple	\$188
Child / Adult (ages 0 - 26)	\$29
Family (2 adults and 2 children or dependent young adults)	\$217

Below is the pricing for the Businesses plan:

Businesses	Monthly Fee
Adult (ages 27+)	\$89
Couple	\$168
Child / Adult (ages 0 - 26)	\$29
Family (2 adults and 2 children or dependent young adults)	\$197

Pricing Details

The following details apply to both the Individuals and Families and Businesses plans:

- 5% discount when paying quarterly
- 10% discount when paying annually...the equivalent of over one (1) month free

Enrollment Fee

The Enrollment Fee covers the initial administrative and wellness setup costs of Your membership and is not related to the provision of Services. This fee is payable upon execution of this Agreement and is no longer refundable either five (5) business days after You sign it, or as soon as You receive Services, whichever occurs first.

The Enrollment Fee is \$99 per individual or household.

Itemized Charges

From time to time the Physicians practicing at MHCLT may offer products, such as supplements, that are not in the scope of the main Services listed in this Agreement. When offered, You will be made aware of the fees for these products, and payment will be made at the time the products are purchased.

Term

This Agreement will commence on the date signed by the parties, with an initial term of:

- One (1) month if paying monthly
- One (1) quarter (three (3) months) if paying quarterly
- One (1) year if paying annually

Upon the expiration of the initial term, this Agreement will automatically renew for successive monthly (if paying monthly), quarterly (if paying quarterly), or annual (if paying annually) terms upon the payment of the Membership Fee, until the Agreement is terminated pursuant to the terms of the *Termination* section.

Termination

Both You and any Physician practicing at MHCLT will have the absolute and unconditional right to terminate the Agreement, without cause.

- While we value Your membership, You are under no obligation to continue receiving Services, and You may terminate this Agreement by providing written notice (mail or email) 30 days in advance of termination. You may receive a refund prorated as follows:
 - If paying monthly, no refund will be provided
 - If paying quarterly, Your refund will include any quarterly payment prepaid by You based upon the days remaining in the quarter after the 30 days' notice has elapsed
 - If paying annually, Your refund will include any annual payment prepaid by You based upon the days remaining in the year after the 30 days' notice has elapsed
- Any refunds due will be processed in a timely manner.
- Notwithstanding any other provision of this Agreement, if your decision to terminate is based on a grievance with MHCLT or any Physician practicing at MHCLT, You will give us an opportunity to make it right, prior to issuing Your written notice of termination or taking other action
- If any Physician practicing at MHCLT elects to terminate Your Agreement, MHCLT will provide You thirty (30) days written notice, or any such other time necessary to transition Your care to another provider.
- Any Physician practicing at MHCLT has a right to determine whom to accept as a Member, just as You have the right to choose Your physician. There are certain circumstances in which MHCLT or any Physician practicing at MHCLT may choose to terminate this Agreement. Such circumstances may include, but are not limited to the following:
 - You fail to pay fees and charges when they are due
 - You fail to sign the *"Medicare Beneficiary Private Contract Agreement"* (if applicable)
 - You have performed an act that constitutes fraud
 - You fail to adhere to the recommended treatment plan
 - You are disruptive, abusive, or present an emotional or physical danger to the staff or other Members of MHCLT
 - MHCLT discontinues operation

Re-Enrollment

If You choose to discontinue Your membership and You later wish to re-enroll, MHCLT reserves the right to:

- Decline re-enrollment
- Accept re-enrollment and charge You the standard Enrollment Fee again, **OR**

- Accept re-enrollment and charge You an Enrollment Fee that is equivalent to the months of absent payments while You were not enrolled with MHCLT, not to exceed twelve (12) months.

If re-enrollment is accepted, You may be placed on a waiting list before You are able to rejoin.

Advance Scheduling

In order to best serve the needs of all our Members, we ask that You schedule Your visit more than 24 hours in advance when possible.

Missed Appointments

We kindly request that You provide us with a minimum of 24 hours notice if You are unable to attend a scheduled appointment. Your advance notice helps us provide the best possible experience for all of our Members.

Non-Participation in Medicare

Due to federal regulations, the Physicians practicing at MHCLT have elected “opt out” status regarding Medicare participation. This means that Medicare cannot be billed for any Services performed under this Agreement. You agree not to bill Medicare or attempt Medicare reimbursement for any such services.

If You are eligible for Medicare, or during the term of this Agreement become eligible for Medicare, You agree to sign the “*Medicare Beneficiary Private Contract Agreement*” before You can be seen by Physicians practicing at MHCLT. You also agree to renew and sign the “*Medicare Beneficiary Private Contract Agreement*” annually so long as You are a Member of MHCLT.

Non-Participation in Health Insurance

You acknowledge that the Physicians practicing at MHCLT do not participate in any public or private health insurance plans. These Physicians do not 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 You.

Inability to Accept Medicaid

Due to Colorado law, we are unable to treat patients who qualify for Medicaid, and we cannot privately contract with any Medicaid patient for services covered by Medicaid. You agree to notify us if you become eligible for Medicaid at any time during your membership.

Insurance or Other Medical Coverage

You acknowledge and understand that this Agreement is not a health insurance plan or a contract that provides health insurance, that it does not meet any individual health

benefit plan mandate that may be required by federal law, and that You are not entitled to health insurance protections for consumers under the Colorado Insurance Code, Title 10 of the Colorado Revised Statutes. **This Agreement is not a substitute for health insurance or other health plan coverage. It will not cover hospital, specialist, or any other services not directly provided by the Physicians practicing at MHCLT.**

For this reason, the Physicians practicing at MHCLT strongly recommend that You obtain or keep in full force health insurance policies or plans in addition to Your membership at MHCLT that will cover You for hospitalization and other high-cost healthcare services.

Miscellaneous

- Amendment. No amendment or variation of the terms of this Agreement shall be valid unless in writing and signed by both You and MHCLT.
- Anti-Referral Laws. Nothing in this Agreement, nor any other written or oral agreement, nor any consideration in connection with this Agreement, contemplates or requires or is intended to induce or influence the admission or referral of any Member to or the generation of any business between MHCLT and any other person or entity. This Agreement is not intended to influence any Physician's professional judgment in choosing the appropriate care and treatment of Members.
- Assignment. This Agreement is non-transferable.
- Continuing Coverage. If Your membership is paid for by a sponsoring organization or business, and either Your employment/membership in said organization is terminated, or MHCLT terminates its agreement with said organization, You have the right to continue membership as a Member of MHCLT as long as You assume responsibility for Your Membership Fees.
- Entire Agreement. This Agreement constitutes the entire agreement between You and MHCLT with respect to the subject matter hereof, and supersedes any and all other agreements, understandings, negotiations, or representations, oral or written, between the Parties.
- Governing Law. This Agreement shall be subject to and governed by the laws of Colorado, without regard to any conflicts of law provisions therein contained. All disputes arising out of this Agreement shall be settled by binding arbitration. The provider of arbitration services shall be made solely at MHCLT's discretion, and costs of arbitration shall be borne equally by the parties.
- Non-Discrimination. Under no circumstances will MHCLT discriminate against You, or terminate this Agreement, on the basis of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, immigration status, or any other protected status.
- Notices. Any notices or payments required or permitted to be given under this Agreement shall be deemed given when in writing, by electronic transmission, hand delivered, or with proof of deposit in the United States mail. All notices shall be deemed delivered on the date of actual delivery, as evidenced by the return receipt or courier record, or by verified digital date stamp in the case of electronic transmission.

- Privacy Rights. MHCLT will adhere to its obligations regarding your privacy rights as identified in MHCLT's "Notice of Privacy Policies"
- Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated, and the offending 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. If this Agreement is held to be invalid or unenforceable for any reason, and if MHCLT is therefore required to refund all or any portion of the Fees paid by You, You agree to pay MHCLT an amount equal to the fair market value of the Services actually rendered to You during the period of time for which the refunded fees were paid.
- Survival. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.

== Signature pages follow ==

Patient Acknowledgements

Please read each line carefully and initial to indicate your agreement with the statement.

- _____ I acknowledge that MHCLT has advised Me to maintain health insurance for coverage of all Services not specifically provided for in this Agreement, and that this agreement is not a contract that provides health insurance.

- _____ I acknowledge that I do not expect MHCLT to file or issue any third party insurance claims on My behalf.

- _____ I acknowledge that MHCLT and its Physician(s) have elected “opt out” status of Medicare participation.

- _____ I acknowledge that I do not have an emergent medical problem at this time, and in the event of a medical emergency, I agree to call 911 first.

- _____ I acknowledge that I do not expect MHCLT to prescribe chronic controlled substances on My behalf. I understand that this includes commonly abused opioid medications, benzodiazepines, and other stimulants.

- _____ I acknowledge that I and all other Members enrolling with Me agree to be bound by the terms of this Agreement

- _____ I acknowledge that I will pay the Membership Fees and Enrollment Fees for all Members listed below:

Printed names of enrolling Member(s), including Me	Date of birth	Relationship to Me

*** Please complete a Member Enrollment Form for EACH enrolled member listed above ***

IN WITNESS WHEREOF, the Parties hereto or their duly authorized representatives have executed this Agreement as of the Effective Date first written below.

Printed name of Member or Legal Guardian

Signature of Member or Legal Guardian

Date