



CHIROPRACTIC WELLNESS MEMBERSHIP AGREEMENT

_____ 1 Person - \$110/month

_____ 2 People (Family) - \$90/person/month (\$180/month total)

_____ 3 People (Family) - \$75/person/month (\$225/month total)

_____ 4+ (Family) - \$60/person/month (\$_____/month total)

Progress Exams are included with membership (\$45 value every 12 visits)

Please print the full names of the Practice Members covered under this agreement:

- *Membership is for a minimum of 6 months. Cancel any time after the initial 6 months by giving a 30 day notice before the next transaction.*
- *This Chiropractic Wellness Membership Program is for the sole purpose of detection and correction of vertebral subluxation and is NOT for the diagnosis or treatment of any symptoms, diseases or conditions.*
- *This agreement is not insurance and offers no promise of any specific results.*
- *Membership fees are not compatible with any insurance program and will not be billed out.*
- *Membership fee is a retainer which allows access to chiropractic care.*
- *The first month's charges will be processed on the first day of care. Future charges are automatic every month with a credit/debit card on file.*
- *No refunds will be given for unused services. It is the Practice Member's sole responsibility to receive care per the chiropractor's recommendations.*
- *We reserve the right to cancel membership at any time for any reason.*
- ***Membership Fee Guarantee: Any price changes will not affect Member rates until a full 6 (six) month after they are announced.***

PAYMENT TYPE

_____ Credit Card _____ Debit Card _____ Last 4 digits of card

I have read and understand the above policies as well as the additional DETAILS OF PATIENT AGREEMENT. I agree to the terms of the Chiropractic Wellness Membership program. Please charge my card for \$_____ starting today and continuing on the _____ of each month.

Signature _____ Print Name _____ Date _____

DETAILS OF PATIENT AGREEMENT

This is an agreement between Inside Health, a Colorado professional corporation, located at 2530 Abarr Drive, Suite 120A, Loveland, CO 80538, David Kolowski DC (Chiropractor) in his capacity as an agent of Inside Health, and you, (Patient).

In exchange for certain fees paid by Patient, the Chiropractor(s) at Inside Health, at the address set forth above, agrees to provide Patient with the Services described in this Agreement within the following terms and conditions.

1. **Patient.** A patient is defined as those person or persons for whom the Chiropractor shall provide Services. Also known as Practice Member.
2. **Family.** Family members are defined as spouses and children. Children are defined as legal dependents under 20 years of age.
3. **Services.** Services shall be limited to Chiropractic Adjustments, also known as Spinal Manipulations and/or Chiropractic Manipulative Therapy, along with any service or method utilized by Inside Health as being part of a Progress Examination.
4. **Payment.** Any inability to process payment, such as insufficient funds or expired credit card, must be dealt with in a timely manner by the Patient. Unpaid membership fees will cancel Patient eligibility for care.
5. **Non-Participation in Insurance.** Patient acknowledges that neither Inside Health, nor the Chiropractor, participate in any health insurance or HMO plans or panels and provides wellness services that are not covered under Medicare guidelines. No representation is made whatsoever that any fees paid under this Agreement are covered by your health insurance or other third party payment plans applicable to the Patient. The Patient shall retain full and complete responsibility for any such determination. If the Patient is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then Patient will sign the Advanced Beneficiary Notice (ABN). The ABN acknowledges your understanding that the Chiropractor is providing wellness/maintenance services that are not covered by Medicare, and as a result, **Medicare cannot be billed for any services performed for you by the Chiropractor. Patient agrees not to bill Medicare or attempt Medicare reimbursement for any such services.** Patient shall renew and sign the ABN every year thereafter chiropractic care is provided.
6. **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 (such as membership in an HMO). It will not cover hospital services or any services outside of Chiropractic services within Inside Health. Patient acknowledges that Inside Health has advised that Patient obtain or keep in full force such health insurance policy(ies) or plan(s) that will cover Patient for general healthcare costs. Patient acknowledges that this Agreement is not a contract that provides health insurance, and this Agreement is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry.
7. **Work or Automobile Injury.** If Patient is involved in a Work injury or Automobile injury and your care is covered under the respective policies, your Chiropractic Wellness Membership Program may be suspended without penalty and may be reinstated once care for those injuries has completed.
8. **Termination.** This Agreement will commence on the date first written above and will extend monthly thereafter as long as payment is received. Both Patient and Inside Health reserve the right to cancel at any time for any reason with a 30 day notice. Patient agrees to pay the agreed rate for the first 6 (six) months regardless of cancellation by Patient. If Inside Health cancels the Agreement within the first 6 months, any payments 30 days out or later will be cancelled. If Inside Health is unable to process payment for two consecutive payments, this Membership will

be considered Terminated. Cancellation or Termination as noted here does not cancel the financial obligation of Patient to complete the 6 month introductory period or any monthly dues that were to be collected in these scenarios.

9. **Communication.** Patient acknowledges that communication about cancellation must be delivered in person to the office or by calling the office. Email or digital communication (i.e. social media) can be unreliable.
10. **Change of Law.** If there is a change of any law, regulation or rule, federal, state, or local, which affects the Agreement of either party under the Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights, obligations or operations associated with the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Agreement including these Terms and Conditions. If the parties are unable to reach an agreement concerning the modifications of the Agreement within (45) forty-five days after the date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.
11. **Severability.** If for any reason any provision of this Agreement shall be deemed, by a court of competent jurisdiction, to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the 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.
12. **Reimbursement for services rendered.** If this Agreement is held to be invalid for any reason, and if Inside Health is therefore required to refund all or any portion of the monthly fees paid by Patient, any amount due will be offset by the reasonable value of the Services actually rendered to the Patient during the period of time for which the refunded fees were paid.
13. **Amendment.** No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all parties. Notwithstanding the foregoing, Inside Health may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation ("Applicable Law") by sending Patient 30 (thirty) days advance written notice of any such change. Any such 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 Inside Health, except that Patient shall initial any such change at Inside Health's 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.
14. **Legal Significance.** Patient acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Patient also acknowledges having had a reasonable time to read all parts of the Agreement as well as seek legal advice regarding the Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of the Agreement.
15. **Miscellaneous.** This Agreement shall be construed without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. Captions in this Agreement are used for convenience only and shall not limit, broaden, or qualify the text.
16. **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 court of proper venue and jurisdiction for Inside Health in Loveland, CO.