



## Membership Agreement

1. This Membership Agreement (the “Agreement”) specifies the terms and conditions under which you (the “Member”) and your spouse or dependents included in the Agreement will participate in the benefits available under the Agreement.
2. The term of this Agreement is for one year, beginning on the date of your first membership payment. The Agreement shall automatically renew for successive one year periods unless either party cancels the Agreement in writing, prior to the expiration of the one year term.
3. This Agreement is **NOT A HEALTH INSURANCE POLICY**, and does not cover services or care given at any other facility. This Agreement includes only the specific services as outlined in Section 16 below, and does not include any major catastrophic medical care provided by emergency rooms, hospitals, urgent care centers, services rendered by specialists or specialty clinics, or other entities.
4. Adult Members participating in the Membership Agreement may sign up a spouse or life-partner or dependents under this Agreement. Others outside of that relationship wishing to join must have their own separate Membership.
5. Please see <http://kestrelwellness.com/membership/membership-levels-2/> for current Membership Agreement Fees.
6. Clinic, telemedicine, and home visits are included. This means that patients are not required to pay for routine or urgent visits during regular hours. Kestrel has the right to limit visits or charge \$75 per visit for Members who utilize services at an abnormally frequent rate. For example, but not limited to:
  - Telemedicine more than 1 visit a week
  - Clinic visits more than 1 visit every two weeks
  - Home visits more than 1 visit every two weeks
7. Monthly membership fees shall be paid by monthly or yearly charges to the Member’s credit card, debit card, or automatic bank draft. Billing Processing is through Hint.com. Subsequent charges to the Member’s card or bank account will occur every month on the same day of each month. Member shall update credit card, debit card, or banking information when necessary and in a timely manner, and will be responsible for any

amounts owed to Kestrel, PLLC regardless of whether the account or card is expired, cancelled, or otherwise not accepted for payment. Member(s) agree to pay a \$25 added charge for each time the Member(s) account declines payment of the monthly charge

8. This Agreement authorizes Kestrel, PLLC or their chosen processor, to keep credit card, debit card, or banking information on file, and to charge the Member's applicable account for monthly fees without requiring Kestrel, PLLC to obtain written authorization for each new charge.
9. Member(s) understands that WITHOUT EXCEPTION, all Members included in this Agreement will not be scheduled for a patient appointment unless the membership fees have been paid up through or beyond the date of the desired appointment.
10. Member(s) understands that Kestrel, PLLC or Member(s) may terminate this Agreement at any time and for any reason. Such termination by either party must be in writing or through electronic mail to [info@kestrelwellness.com](mailto:info@kestrelwellness.com). Pre-paid monthly membership fees will not be refunded on a prorated basis, even if terminated prior to the end of the month. Refunds for yearly memberships will be as follows: If the Member(s) cancel before 6 months into the membership you will receive 50% back. If Member(s) cancel before 9 months, then you will receive 25% back.
11. Member(s) understands that Kestrel, PLLC may add or decrease services, participating providers, and participating clinics, OR increase membership fees at any time. In the event of such changes, Kestrel, PLLC will provide notice to Member(s) at least 30 days before the change.
12. Member(s) understands that there may be additional charges for equipment, laboratory, referral, or other services that are ordered through outside entities or providers as a result of care given by a Kestrel clinic or provider. This Agreement does not cover additional charges for such items. Only the services specifically outlined below in Section 16 are covered by the membership fees. If a participating clinic or provider renders services beyond the scope of this Agreement, there will be added charges. Member(s) agree to pay for these additional charges at the time of service, with the account information on file with Kestrel, PLLC.
13. Member(s) also covered under Medicaid or other health insurance plan with which participating providers are contracted, agree(s) NOT to seek reimbursement from Medicaid or their insurance plan for services received under this Agreement. Kestrel, PLLC will not file a Medicaid or insurance claim for Member(s), and Member(s) also agree not to file a Medicaid or insurance claim.
14. Member(s) also enrolled in Medicare understand and agree that Medicare WILL NOT be billed for services rendered to Member(s) under this Agreement, and Member(s) agree to not seek reimbursement from Medicare for any services rendered under this Agreement.
15. Kestrel, PLLC reserves the right to refuse membership to any person for any reason at any time.

## 16. Covered Services

Acute Medical Care: Coughs, Colds, Flu, Sprains, Sinus and Ear infections, Sore Throat, Fever, Rashes, Diarrhea, Back Pain, Asthma, Bronchitis, Pneumonia, Kidney and bladder infections, Non-life threatening medical issues under Kestrel, PLLC's sole discretion

Physicals: School, Athletic, Scout, Adult, Mission, Annual

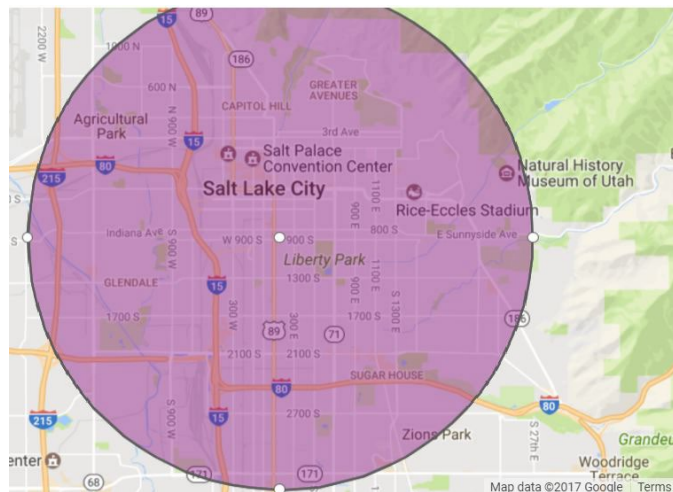
Pediatrics: Well child evaluations, Acute care as listed above

Chronic Therapy: Diabetes, Arthritis, Acid reflux, High blood pressure, High cholesterol, Cardiovascular disease, Chronic fatigue, Fibromyalgia, Asthma, COPD, Non-narcotic pain management, Low back pain

## 17. Home Visits

Home visits are defined as any visit to a location which is not at the clinical location. It can be a home, office, gym or any other mutually agreeable location.

The home visit zone is a 6 km radius (3.7 miles) from the clinic location. There is an additional fee of at least \$25 for each visit outside of this zone. This additional fee will be set at the time of signing this Agreement or upon the request to conduct such Home Visit. Before signing this Agreement, please contact Kestrel, PLLC to set your rate.



## 18. Telemedicine Visits

Telemedicine visits are through a private and secure service called Spruce Health or other secure service provider. Kestrel, PLLC will change services as needed with proper notification for Member(s). In order to have a telemedicine visit, Member(s) must first be seen face to face with a Kestrel, PLLC provider.

## 19. Excluded services:

Chronic pain management, substance abuse withdrawal, major surgeries, procedures involving general or regional anesthesia, CT scans, MRI scans, Echocardiograms, Cardiac stress tests, Pre-natal and obstetrical care, Electroencephalograms,

Medications, Injections of any type administered in-office, Any care given by a provider not listed as participating in this membership, Any care in the sole determination of the provider that is best handled in the emergency room of a hospital, Any procedure in the sole determination of the provider that falls outside of his or her area of training or expertise, or Care rendered by specialists or specialty clinics.

20. Member(s) understands that the enrollment fee, visit and membership fees required under this contract DO NOT apply towards any health insurance plan deductible. Furthermore, membership under this contract DOES NOT by itself fulfill the personal health insurance mandate under the Affordable Care Act (commonly known as "Obamacare"). Member(s) also understand that Kestrel, PLLC makes no representations regarding the tax implications of membership in this agreement. Member(s) are encouraged to seek the advice of a competent tax professional for advice regarding any related tax issues.
21. I hereby authorize Kestrel, PLLC to charge my credit/debit card or bank account automatically every month on the monthly plan or yearly on the yearly plan, and apply those charges to the membership fees required for participation in the direct primary care membership offered through Kestrel, PLLC, and to any other charges I incur from services received through the participating clinics or providers that are not covered by the membership. I understand that I will remain responsible for recurring charges, additional late fees and any other applicable charges if the withdrawal to the bank account I have listed above is denied for insufficient funds or the account otherwise becomes unavailable.
22. In the event I have selected to have automatic payments made from a bank account, I hereby authorize Kestrel, PLLC to initiate automatic withdrawals via electronic funds transfer. I acknowledge that no entries may be made that violate the laws of the State of Utah, or the laws of the United States. I agree to indemnify the originating depository institution and any third party service providers involved in processing entries made hereunder against all claims, demands, losses, liability, or expense including attorney's fees and costs that result directly or indirectly from 1) a failure to follow the rules, 2) violation of law.
23. I understand it is my responsibility to notify Kestrel, PLLC of changes to my address, phone number, email address and other billing or contact information. An inability to collect membership fees due to incorrect or outdated billing information will result in the termination of my Kestrel, PLLC membership, including family members signed up under the membership, and a re-enrollment.
24. **Consent to the Use and Disclosure of Health Information for Treatment, Payment, or Healthcare Operations**

Member understands that as part of his/her healthcare, Kestrel, PLLC originates and maintains health records describing my health history, symptoms, examination and test results, diagnoses, treatment, and any plans for future care or treatment.

I understand that this information serves as:

- A basis for planning my care and treatment
- A means of communication among the many health professionals who contribute to my care, and I authorize the disclosure of such medical information with my health

care providers

- A tool for routine healthcare operations such as assessing quality and reviewing the competence of healthcare professionals

If Member intends to restrict medical information that may be shared with or disclosed to other health care providers, Member will provide, in writing to Kestrel, PLLC, such request and the specific medical information that is to be restricted. Member fully understands accepts the terms of this consent.