



## TAKE TWO HEALTH

2503 Walnut Street #200

Boulder CO 80302

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Leto Quarles MD

### DIRECT PRIMARY CARE MEMBERSHIP AGREEMENT

**TAKE TWO HEALTH** is a Direct Primary Care medical practice (DPC) which delivers primary health care services through its physician, Leto Quarles MD and the **TAKE TWO HEALTH** team, located at 2503 Walnut St #200 in Boulder CO, USA.

In exchange for payment of membership fees, **TAKE TWO HEALTH** shall provide Patient Members with individualized personal primary health care Services as described in this Agreement and published by **TAKE TWO HEALTH**, on the terms and conditions in this Agreement.

#### Definitions:

**Patient Member:** A Patient Member shall be any individual who contracts with **TAKE TWO HEALTH** for health care services, according to this Agreement, and the policies and procedures of **TAKE TWO HEALTH**. This contract may be established directly with an individual Patient Member, or through a Small Group as defined below, or if applicable through acceptance into a Scholarship Program.

**Small Group (of Patient Members):** A Small Group may be any family, small business, or other grouping of individuals, consisting of two or more members, who choose to pay their Membership together for the duration of this Agreement. There is no requirement that members of a Group have any particular legal, biological or other affiliation, except that at least one member of the Group (the **Responsible Party**) shall be a legal adult of at least 18 years of age. Group Members are the persons for whom **TAKE TWO HEALTH** will provide care, according to this Agreement, and the policies and procedures of **TAKE TWO HEALTH**.

**Responsible Party:** A member of a Small Group shall be designated the Responsible Party, and shall be responsible for Payments as outlined in the Agreement, and for communicating the contents of this Agreement, including the Rights and Responsibilities of all Patient Members, and any Amendments, Changes or Announcements provided by **TAKE TWO HEALTH**, to all other members of the Group. The Responsible Party may be an individual, or an officer of a sponsoring entity (such as a small business employer). The signature of the Responsible Party shall serve as adequate representation of the Small Group and all its members for the purposes of this Agreement and any future Amendments.

**Services:** The services offered by **TAKE TWO HEALTH** through this Agreement are for individualized personal primary health care services, and ancillary services and education to improve individual and community wellness. A current detailed listing of included services is published at **TAKE TWO HEALTH** offices and on the **TAKE TWO HEALTH** website ([www.taketwohealth.com](http://www.taketwohealth.com)). Periodic updates may be made as the practice grows and evolves.

Agreement:

- **TAKE TWO HEALTH is NOT Health Insurance.** This is a medical retainer agreement. It is not a medical plan that provides health insurance coverage for purposes of the federal Patient Protection and Affordable Care Act or any other state or federal legislation or regulation. It covers only routine health care services as designated in this Agreement.
- **Term.** The duration of this Agreement shall be for a minimum of one year, starting on the date of signature below, and renewing automatically. After 12 paid months, each payment (monthly, quarterly or yearly - see Payment section below) shall be considered a further renewal of this Agreement.
- **Renewal.** Renewal of this Agreement shall occur automatically every 12 months unless written notice of termination is received at least 30 days prior to the renewal date.
- **Termination.** Either party may terminate this Agreement and care during the term of the agreement as follows:
  - ◆ **TAKE TWO HEALTH:** By providing thirty (30) days written notice to the patient of the Physician's decision to terminate the a Patient Member or an entire Small Group as patient(s) of the Practice and/or Physician.

- ◆ **Patient Member:** By providing thirty (30) days written notice to **TAKE TWO HEALTH** of a qualifying Change in Status:
  - Initiating Colorado Medicaid (Health First Colorado) coverage (Patient Member may apply to the **TAKE TWO HEALTH** Medicaid DPC Scholarship Program, or may opt to leave the practice without penalty. Application to the Scholarship Program is NOT a guarantee of acceptance or funding).
  - Initiating Medicare Part B coverage (Patient Member may apply to the **TAKE TWO HEALTH** Medicare DPC Scholarship Program, or may opt to leave the practice without penalty. Application to the Scholarship Program is NOT a guarantee of acceptance or funding).
  - The initial contract shall be for 12 months without early termination. During any successive 12-month renewal period, Patient Member may request in writing early termination of this Agreement. The decision whether to grant the Patient Member's request shall be at the sole discretion of **TAKE TWO HEALTH**.
  - Permanent relocation from the local area to a new home 50 or more miles from **TAKE TWO HEALTH** offices at 2503 Walnut St #200, Boulder CO USA. (Note that **TAKE TWO HEALTH** does provide telephone, videochat, text and email care long-distance, and can continue to serve You long-distance if You desire, and subject to the laws of the State in which you are living).
  - Other Major Changes in Life or Health Circumstances at the discretion of the Physician after review of your particular situation.
- ◆ **Small Group** (through the Responsible Party): By providing thirty (30) days written notice to **TAKE TWO HEALTH** of a qualifying Change in Status:
  - Legal dissolution of a sponsoring entity, such as dissolution of a small business, or divorce of a family. In this case, each Small Group Member shall be offered, but not obligated, to continue a Membership with **TAKE TWO HEALTH** as an Individual Member or by re-constituting a new Small Group of their own.
  - The initial contract shall be for 12 months without early termination. During any successive 12-month renewal period, the Group through its Responsible Party may request in writing early termination of this Agreement. The decision

whether to grant the Patient Member's request shall be at the sole discretion of **TAKE TWO HEALTH**.

- Permanent relocation of the sponsoring organization (if any), or of at least 50% of the Group members, from the local area to a new home 50 or more miles from **TAKE TWO HEALTH** offices at 2503 Walnut St #200, Boulder CO USA. (Note that **TAKE TWO HEALTH** does provide telephone, videochat, text and email care long-distance, and can continue to serve You long-distance if You desire, and subject to the laws of the State in which you are living).
- Other Major Changes in Circumstances at the discretion of the Physician after review of your particular situation.

→ **Modification of Group.** Group Membership may change at any time as follows:

- ◆ **Designation of a new Responsible Party:** Notice may be provided in writing to Take Two Health if the Small Group opts to change who is designated as the Responsible Party. Such notice shall include the signatures of both the previous outgoing Responsible Party and the new incoming Responsible Party, and shall indicate when the change is to take effect. If there is to be an associated change in Payment Method, at least 10 business days are needed for notice to effect the billing change.
- ◆ **Addition of Small Group Member:** Additional members can be added to the Small Group by providing written notice and additional payment to **TAKE TWO HEALTH**. With the written consent of the Responsible Party and of the new additional Small Group Member, the new member's name shall be amended onto the Group Membership, and their Membership shall be billed in accordance with the rates established.
- ◆ **Removal of a Small Group Member by the Small Group:** By providing thirty (30) days written notice to **TAKE TWO HEALTH** of a qualifying Change in Status:
  - Employed individuals leaving the employ of the Small Group sponsoring organization or Responsible Party. Such individuals shall be offered, but not obligated, to continue a Membership with **TAKE TWO HEALTH** as an Individual Member.
  - Individual receiving Medicare Part B coverage (Patient Member may apply to the **TAKE TWO HEALTH** Medicare DPC Scholarship Program, or may opt to leave the practice

without penalty. Application to the Scholarship Program is NOT a guarantee of acceptance or funding).

- Individual receiving Colorado Medicaid (Health First Colorado) coverage (Individual may apply to the **TAKE TWO HEALTH** Medicaid DPC Scholarship Program, or may opt to leave the practice without penalty. Application to the Scholarship Program is NOT a guarantee of acceptance or funding).
- Individual with any other Major Changes in Life or Health Circumstances at the discretion of the Physician after review of your particular situation.

- ◆ **Removal of a Small Group Member at Physician Discretion:** By providing thirty (30) days written notice to the patient of the Physician's decision to terminate the Patient Member as a patient of the Practice and/or Physician. If an individual member of a Small Group is discharged from the practice by a **TAKE TWO HEALTH** Physician, the Responsible Party shall no longer be charged for membership fees for that discharged member beyond the date of discharge.

→ **Payment.** The Responsible Party agrees to pay the **TAKE TWO HEALTH** membership fee as established.

- ◆ Payment may be scheduled by month, by quarter, or by year (see Appendix B). Payments are due on the first business day of the month or as otherwise scheduled by mutual agreement, whether in 1-month, 3-month or 12-month increments:
  - Monthly payments are at the published rate
  - Quarterly (3-month) payments are discounted by 5 percent
  - Yearly payments are discounted by 7.5 (7-½) percent.
- ◆ Automated payments can be scheduled, with Your permission, with:
  - major credit cards
  - Electronic Funds Transfer (direct transfer from your bank)
  - Paypal or other mobile payment systems as available.
- ◆ If You choose not to have your payments automated as above, your Payment Due Dates will be Your responsibility.
- ◆ There will be a \$25 per day late fee charged for payments not received by the Fifth (5th) business day of the relevant month

→ **Individual Privacy.** Small Group members each retain their individual privacy and full confidentiality of their health records. No Protected Health Information (PHI) of any Small Group Member shall be shared with the Responsible Party or with any other member of the Small Group

except with the express written permission and direction of the Small Group Member whose PHI is to be disclosed. The PHI of unemancipated minor children shall be held on behalf of the minor child, and access granted to parent(s) or legal guardians as per Colorado and federal laws and regulations. PHI may also be provided to authorized individuals who are designated in executed HIPAA Authorizations, Healthcare Power of Attorneys or other relevant legal documents.

- **Non-Participation in Insurance.** You acknowledge that neither **TAKE TWO HEALTH** nor Leto Quarles MD participate in any commercial health insurance or HMO plans or panels. **TAKE TWO HEALTH** and Leto Quarles MD make no representation that any fees that You pay under this Agreement are covered by your health insurance or other third party payment plans. It is Your responsibility to determine whether reimbursement is available to you, and to submit any required billing or documentation.
- **Colorado Medicaid (Health First Colorado).** Patient Members covered under Colorado Medicaid (Health First Colorado) **MUST** receive their care through the **TAKE TWO HEALTH** Medicaid DPC Scholarship Program so long as **TAKE TWO HEALTH** remains Medicaid-participating. **TAKE TWO HEALTH** reserves the right to discontinue Medicaid participation at any time. It is an act of fraud to conceal Medicaid coverage and seek to pay directly rather than apply through the Scholarship process, and attempts to do so are required to be reported to the proper authorities.
- **Medicare Part B.** Patient Members covered under Medicare Part B **MUST** receive their care through the **TAKE TWO HEALTH** Medicare DPC Scholarship Program so long as **TAKE TWO HEALTH** remains Medicare-participating. **TAKE TWO HEALTH** does **NOT** participate in any Medicare Advantage or Managed Medicare products through commercial payors, and persons with such products may join **TAKE TWO HEALTH** as regular direct-pay Patient Members at the applicable rate (Individual or Group Membership). **TAKE TWO HEALTH** reserves the right to discontinue Medicare Part B participation at any time. It is an act of fraud to conceal Medicare Part B coverage and seek to pay directly rather than apply through the Scholarship process, and attempts to do so are required to be reported to the proper authorities.
- **This Agreement is not Health Insurance.** This Agreement is not an insurance plan or substitute for health insurance. This agreement does not replace any existing or future insurance or health coverage plan that You may carry. This agreement does **NOT** include hospitalization, major surgery, or other catastrophic care, or any other medical services not provided by **TAKE TWO HEALTH** or its employees. You acknowledge that

You have been advised that it is in Your best interest to also carry some form of major medical catastrophic coverage, and any other additional coverage you wish, to protect yourself and your assets in the event of future major medical expenses.

→ **Communication.** While **TAKE TWO HEALTH** does comply with HIPAA privacy requirements, modern electronic communication (e-mail, fax, videochat, phone, text, etc) can never be absolutely guaranteed as 100% secure. By using such electronic communication, You expressly waive the Physician's obligation to guarantee 100% secure confidentiality. You understand that such communication may become part of your medical record. By providing an e-mail address with your Patient Member Registration, you authorize **TAKE TWO HEALTH** to communicate with you by e-mail, including discussion of Protected Health Information (PHI). **TAKE TWO HEALTH** takes your privacy very seriously, and uses electronic communication systems and a patient portal that are designed to protect Your privacy, but we acknowledge that no technology is 100% safe. You further acknowledge:

- ◆ E-mail is not 100% secure, and there is always a possibility that a third party may gain access.
- ◆ **TAKE TWO HEALTH** and Leto Quarles MD make all reasonable efforts to keep electronic communications confidential and secure, but there is no guarantee of the absolute confidentiality of electronic communication.
- ◆ Electronic communications may be made a part of the medical record at the discretion of the Physician.
- ◆ Electronic communication is suitable for routine matters, but is not appropriate for time-sensitive emergencies or urgent matters. In an obvious catastrophe or threat to life or limb, You agree to call 9-1-1. In an urgent situation, or if you are unsure whether something is an emergency, You may call **TAKE TWO HEALTH** offices at 303-557-2250 - if the office is closed, the answering system will provide further instructions for accessing appropriate, timely assessment and care.
- ◆ **TAKE TWO HEALTH** staff and Leto Quarles MD check incoming messages (voicemails, texts, emails, etc.) frequently during business hours. If you contact **TAKE TWO HEALTH** electronically, and do not receive a response by the next business day, You agree to call by telephone to ensure your message is received and reviewed in a timely fashion. Messages sent through the Electronic Health Record may be visible to **TAKE TWO HEALTH** staff in addition to the Physician.

- ◆ Neither **TAKE TWO HEALTH** nor Leto Quarles MD will be liable for any loss, injury or expense arising from a delay in responding to a Patient Member when that delay is caused by Technical Failure, including:
  - temporary outage of Internet services;
  - power outage;
  - failure of electronic messaging software or e-mail provider;
  - failure of **TAKE TWO HEALTH**'s computers, network, data transmission or Electronic Health Record;
  - interception by a third party unauthorized by **TAKE TWO HEALTH**; or
  - Patient Member failure to comply with the guidelines for use of electronic communication as described in this Agreement.
- **Physician Absence.** From time to time, due to vacation, illness or personal emergency, the Physician may be temporarily unavailable to provide services. If the Physician is absent during usual practice hours, Patient Members will be given the name and telephone number of an appropriate practitioner to contact. Any treatment rendered by a Substitute Practitioner outside of **TAKE TWO HEALTH** is not covered under this contract, and payment shall be arranged between the Patient and the Substitute Practitioner, with or without the involvement of third party payors or insurance.
- **Change of Law.** If there is a change of any relevant federal, state or local law, regulation or rule which affects the terms of this Agreement, the parties agree to amend this Agreement to comply with the law.
- **Severability.** If any part of this Agreement is considered legally invalid or unenforceable by a court of competent jurisdiction, that part will be amended to the extent necessary to be enforceable, and the remainder of the contract will stay in force as originally written.
- **Reimbursement for Services Rendered.** If this Agreement is held to be invalid for any reason, and the Practice is required to refund fees paid, the Responsible Party agrees to pay the Practice an amount equal to the fair market value of the medical services all Small Group Members received during the time period for which the refunded fees were paid.
- **Amendment.** No amendment of this Agreement shall be binding on a party unless it is in writing and signed by all parties, except for amendments made in compliance with the **Change of Law** or **Severability** sections as above.
- **Assignment.** This Agreement, and any rights You may have under it, may not be assigned or transferred by You to another person. **TAKE TWO**



**HEALTH** may assign this Agreement to a successor company, corporation or licensed physician.

- **Legal Significance.** You acknowledge that this Agreement is a legal document and gives the parties certain rights and responsibilities. Please take reasonable time to ask questions and seek any legal or other advice regarding this Agreement. By initialing this item, You are indicating that you are satisfied with the terms and conditions of this Agreement.
- **Miscellaneous.** This Agreement shall be construed without regard to any rules requiring that it be construed against the party who drafted the Agreement. The captions in this Agreement are only for the sake of convenience and have no legal meaning.
- **Entire Agreement.** This Agreement and its Appendices contain the entire Agreement between the parties and replaces any earlier understandings and agreements whether written or verbal.
- **No Waiver.** **TAKE TWO HEALTH's** failure-to-enforce, or waiver, of any duty or responsibility of a Patient Member in this Agreement in any instance shall not constitute a future waiver of that duty or responsibility. **TAKE TWO HEALTH** shall have the right to enforce such terms again at any time.
- **Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Colorado. Any and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for **TAKE TWO HEALTH** which is incorporated in Boulder County, Colorado.
- **Service.** All written notices are deemed served if sent to the address of the Patient Member by first class US mail or if confirmed as reviewed or signed electronically.

## TAKE TWO HEALTH Membership: Included Services

Medical Services under this agreement are those that TAKE TWO HEALTH and its Physician(s) and team are permitted to perform under the laws of the State of Colorado and are consistent with the Physician's training and experience.

Membership with TAKE TWO HEALTH shall include:

- Annual Wellness Screenings for all ages and stages of life
- Individualized Risk Factor Assessment for Common Health Conditions
- Management and Care for Chronic Illnesses
- Preventive Care and Lifestyle Education for Risk Reduction
- Men's, Women's and Diverse Sexual Health
- Hormone Management (illness, age-related & gender-affirmation)
- Mood, Sleep, Stress and Mental Health Concerns
- Vision & Hearing Screenings
- Skin Care including lesion removal and minor office surgeries
- Acute Care when Sick or Injured
- Wound Care and Stitches
- Sprains, Strains and Simple Fractures
- Safe and Cost-Conscious Prescription Management
- Some Basic Routine in-office Vaccines (childhood and adult)
- Performance of certain Basic Lab Tests (blood, urine, etc) when Medically Necessary - at discretion of Physician. Many common routine tests can be performed In-Office with results available during your visit.
- Ordering, Review and Management of Outside Advanced Sub-Specialty Lab tests (Additional outside Specialty Lab fees remain the responsibility of the Patient Member; some may be billable to commercial health insurance, if applicable, through the outside lab)
- X-Rays and Basic Imaging Tests when Necessary - at discretion of Physician
- Ordering, Review and Management of Advanced Specialty Imaging tests (Advanced imaging fees remain the responsibility of the Patient Member; some may be billable to commercial health insurance, if applicable, through the outside imaging service)
- Other Office-Based Medical Technologies (EKG, Spirometry, Diabetic Retinal Screenings, etc) as available and when Medically Necessary - at the discretion of Physician
- Behavioral Health Services: in addition to classes and workshops (see below), up to 8 individual counseling sessions per 12 months inclusive with Membership. Additional sessions available and billed at hourly rate, to be paid in advance of appointment.

## Additional/Non-Medical Personalized Professional Services:

**TAKE TWO HEALTH** shall also provide Patient Members with the following Non-Medical Personalized Professional Services, included in the course of care:

- Complete, Secure Patient Access to Your Personal Health Record: “Nothing About Me Without Me”
- Education and training to understand and make effective use of your Personal Health Record
- Guidance to Organize and Curate your Whole Life Health Record
- Personalized assessment of current health: Strengths, Vulnerabilities and Goal Planning
- Respectful, Empowering, Discreet, Sensitive and Trauma-Informed Care
- Direct Physician Advocacy in individual situations when appropriate accommodations can improve the overall well-being of a Patient Member (*\*\*\*Please note that there is a separate fee structure for **legal** opinion work, which is NOT included in **TAKE TWO HEALTH** Membership.*)
- Advocacy for healthcare issues throughout the community
- Community Outreach to reduce isolation and stigma
- Co-Consultation (attend specialty visits with you if needed for complex health situations - requires coordination through **TAKE TWO HEALTH** office to schedule in advance)
- Coordination of Care, including with: Medical Specialists, Mental Health Professionals, Home Services, Complementary & Alternative Practitioners and the Friends, Family and Community You choose to include in your care.
- Wellness and Preventive Care Education: Nutrition, Movement, Stress & Lifestyle
- Health Coaching with Individualized Care & Development Plans for Risk Reduction
- Monitoring and Review of health surveillance devices and data
- Mutual Empowerment Groups, Classes and Workshops, including some “field trips”
- In addition to conventional office visits, care can be delivered by: Phone, Email, “Virtual Visit” Videochat, and Off-Site Visits during daytime and evening hours