

**JAY CLINIC**  
The Highland's on 19<sup>th</sup>  
3257 19<sup>th</sup> Street Northwest, Suite 1 & 2  
Rochester, Minnesota 55901

**“JAY CARES” FLAT FEE MEMBERSHIP  
AGREEMENT**

Jay Clinic is pleased to offer under the following terms and conditions a flat fee discounted physical health care service program known as “Jay Cares”. Please review the terms of this Agreement carefully including the attached Exhibit A –“Jay Cares Membership Plan Covered Items” which details the services included in the Jay Cares membership plan.

**TERMS & CONDITIONS**

- 1. Scope of Jay Care Program.** Jay Cares seeks to serve the medical needs for preventive and routine medical services of individuals enrolled in high-deductible insurance policies or Health Reimbursement Accounts (HRAs), and individuals without health insurance. Jay Cares **is not health insurance and this agreement is not an insurance policy.** Jay Cares provides annual physicals and follow-up services related to those physicals for a flat fee, plus access to discounted laboratory testing services. All services are provided during normal business hours at the Jay Clinic at 3257 19<sup>th</sup> Street NW, Suites 1 & 2 in Rochester, Minnesota. No co-pays, no deductibles and no charges for the primary care services are included in the Jay Cares membership plan. Members are asked to telephone the Jay Clinic at 507.424.0175 if uncertain whether a particular service is included in the Jay Cares membership plan.
  
- 1. Cost of Jay Cares Program.** The annual cost of the Jay Cares is five hundred (\$500.00) dollars per individual. A Jay Cares family membership is offered at the base cost of five hundred (\$500.00) dollars for the first three individuals and two hundred and

fifty (\$250.00) for each additional member. The membership runs from the date payment is received through the following consecutive 364 days. There is a **non-refundable** processing fee of seventy-five (\$75.00) dollars per individual and one hundred and fifty (\$150.00) dollars per family plan. Jay Clinic reserves the right to refuse to accept a membership request. Jay Clinic reserves the right to increase the membership fee for Jay Cares for renewing memberships, in which case the member will be notified of the increased membership fee prior to the renewal date. Members may be responsible for additional costs of some supplies, but will be notified in advance of any additional costs.

1. **Cancellation of Jay Cares Membership.** If a member is not satisfied with the Jay Cares program for any reason and wishes to terminate his/her membership, the member may cancel by sending written notice to the Jay Clinic. If a member cancels within the first thirty (30) days of enrollment date and has not visited the Jay clinic for an annual physical, a full refund of the membership fee will be granted. No refund of the annual membership will be given if the member has received an annual physical under the Jay Cares membership plan. No refund of the annual membership will be given after thirty days of enrollment.
1. **Jay Cares Member Responsibilities.** Membership in the Jay Cares program may not be transferred or assigned without prior express written consent of Jay Clinic. Member agrees that he/she will use his/her program membership only for her/his personal benefit. "Family" is defined as related individuals living with the member or related family members not living with the member, but dependent upon the member for financial support. Violation of this provision may, at the discretion of Jay Clinic result in immediate termination of the Jay Care membership.
1. **Jay Cares Disclaimer.** Jay Cares is not insurance. Jay Cares cannot guarantee that members will have reduced deductibles, co-payments or out-of-pocket expenses for services that are covered by insurance. The member is responsible for submitting any medical expenses incurred through the Jay Cares program to their insurance provider.
1. **Arbitration and Mediation.** Any controversy or claim arising out of or relating to this Agreement which cannot be resolved in accordance with the terms of the Agreement shall be mediated. If mediation does not result in a mutually satisfactory agreement between the parties, the dispute shall be settled by arbitration. Any arbitration award rendered shall be final and binding upon the parties and judgment on the award rendered by the Arbitrator or Arbitrators may be entered in any Court of proper jurisdiction.
1. **Governing Law** This Agreement is governed by Minnesota Law.

- 1. Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable, and this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect.
- 1. Multiple Counterparts.** This Agreement may be executed in several counterparts, each of which will be considered an original and all of which will constitute one and the same documents.
- 1. Entire Agreement.** This constitutes the entire Agreement and sets forth the understanding between the parties with regard to the member's participation in Jay Cares. This Agreement constitutes a final, complete and exclusive statement of the terms of the Agreement and any other representation, inducement, promise or agreement shall be of no force or effect.

### MEMBER ACCEPTANCE OF JAY CARES AGREEMENT

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 200\_

Payment received by: \_\_\_\_\_ check \_\_\_\_\_ credit card \_\_\_\_\_ cash

Amount Received \_\_\_\_\_

Name of Member \_\_\_\_\_

Signature of Member \_\_\_\_\_

Address of Member \_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_

PCP \_\_\_\_\_

Additional Family Members Enrolled in Family Plan

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_