

**URGENT CARE MEMBERSHIP
MEDICAL DISCOUNT PROGRAM**

PROGRAM AGREEMENT (Terms & Conditions)

• **THIS DISCOUNT PROGRAM IS NOT A HEALTH INSURANCE POLICY. It does not cover any major catastrophic medical care nor care given by emergency rooms, hospitals, or by any practices not affiliated with After Hours Medical.**

- By enrolling, you are purchasing a membership in a health discount program offered by Urgent Care Membership, Inc. and After Hours Medical Company (referred to as the “**Company**”) to receive access to a Discounted Global Rate for certain Urgent Care and Routine Care services provided exclusively by its network of urgent care Clinics in the State of Utah.
- A complete list of the Clinics and hours of operation is available on the website www.afterhoursmedical.com . As of June 2009, there are 6 urgent care clinics that are open from 9am to 9pm seven days a week (except for Draper which opens at 8am and West Valley which closes at 10pm). Members can use any or all of the locations for their convenience.
- Health screening is not required to become a Member.
- You are entering into a 6-month term membership program where Cancellation Fees apply if Cancellation occurs before the term ends, unless you have not received any services. After the first 6 months, the term becomes monthly and no Cancellation Fee applies.

A 10-day waiting period is required before new Members can start receiving Services – i.e. New Members may not receive any services within the first 10 days from the Enrollment Date.

SERVICES INCLUDED

Urgent Care Services – Members can walk in and use any of the 6 clinics for:

- Evaluation and treatment of acute illnesses such as: fever, cough, sore throat, ear infection, bronchitis, pneumonia, chest pain, abdominal pain, kidney infection, bladder infection, skin infection, and more.
- Evaluation and treatment of acute injuries such as: lacerations, sprains, fractures, and back pain.
- All in-clinic work up and treatment procedures: in-clinic labs such as rapid Strep test, urinalysis, EKG, X-ray, splinting, casting, breathing treatment, IM or IV medications, and IV fluid treatment.
- Minor surgical procedures such as: laceration repair, abscess drainage, skin biopsy, nail repair, and burn care.
- Simple fracture care with splinting and casting. **Fracture care requiring further evaluation and treatment by orthopedic specialist is not included.**
- Members may visit the clinics as frequently as medically necessary without any limits as long as a \$5 Service Fee is paid at each office visit per person.
- Flu shot is additional at discounted rate of \$10 per shot.

Routine Care Services – Members may call and make appointments for:

- Health consultation
- Annual health screening exam (labs and blood tests at discounted prices)
- Well baby and well child check (immunization is referred to Health Department Clinics.)
- Treatment of simple chronic, but stable, medical conditions such as: hypertension, diabetes, asthma, allergy, and depression. (Complicated patients may be referred to specialists for further management)
- Member may make an appointment for routine care visit by calling **1-877-MED-9110**.

These services are provided within the scope of training and practice of After Hours Medical Providers in the area of Urgent Care and Family Medicine. After Hours Medical Providers reserve the right to refer its patients, whether Members or Non-Members, to other facilities or specialists for further evaluation and treatment as its Providers deem necessary, to the best interest of its patients and its medical practice. All patients, whether Members or non-Members, are obligated to follow Providers’ medical advice both for urgent care and routine care services.

Members may not dictate how Providers should diagnose or treat Members, as well as what labs or x-ray to order or not order and what referral to make or not to make.

SERVICES NOT INCLUDED

- Services provided by healthcare providers or facilities that are not parts of the After Hours Medical such as emergency rooms, hospitals, and specialists.
- Laboratory services performed outside of After Hours Medical facilities such as LabCorp or Quest Diagnostics. Urine Drug Screen.
- Radiology services and X-ray reading performed by facilities or providers that are not parts of After Hours Medical
- Supplies stocked in Clinics by National DME, Praxair, and other vendors or suppliers.
- Call answering services before 9am or after 9pm.
- In-patient services and hospitalization
- Ambulance services, house calls or in-home services
- **Treatment of chronic pain, substance abuse, addiction, or withdrawal**
- **Treatment of chronic problems using controlled substances or medications.**
- Prescriptions prescribed by Company’s providers
- Well Baby Immunization. Members will be referred to a Health Department clinic for immunization at discounted prices.

FEES

1. Non-Refundable Enrollment Fee. Member shall pay a one-time **Non-Refundable Enrollment Fee of \$5** per enrollment.
2. Membership Fees. Member agrees to enter into a **6-month term** and agrees to pre-pay the Company on a monthly basis, for 6 consecutive months, a **Membership Fee of \$49 per month per person with a maximum of \$245 per family.** After the maximum of \$245 is reached, additional dependants under the age of 18 and living at home may be added on without extra charges. Member agrees to pay all Membership Fee electronically either by automatic withdrawal from Member's bank account or by automatic charge to Member's credit card or debit card as authorized by Member through the Company's merchant account.
3. Late Fees. Member will be charged a \$30 late fee per month when an account is past due. After 60 days of nonpayment an account will automatically be canceled by company.
4. Office Visit Service Fee. Each Member shall pay a **Service Fee of \$5** per office visit, per individual, at any of Company's Clinics. The Service Fee represents the **Discounted Global Rate** to which only Members are entitled to any of Included Services as deemed necessary by the Provider at no additional charges – except for "Excluded Services." The Service Fee must be paid prior to receiving the Services. If the Member is unable to pay the Service Fee, the Company may refuse to provide the Member any Services.
5. Termination of Automatic Payments; Refunds. Member is responsible to keep the Company informed of any change to Member's billing information. Should a Member cancel such Member's Membership in the Discount Program at any time, for any reason, the Company will immediately terminate its automatic payment order for the Member's monthly Membership fees. Member is not eligible to a refund of any of the Non-Refundable Enrollment Fee, Service Fees, or Membership Fees paid for the prior month(s) and the month that cancellation takes place.
6. Right to Change Fees. The Company reserves the right to adjust and change any Fees at any time for any reasons with a 2-week notice to its Members via mail, email, or telephone.
7. Cancellation Fee. **Cancellation Fees apply if cancellation occurs within the 6-month term. See Cancellation Policy below.**

CANCELLATION POLICY

1. Cancellation Fee. If cancellation occurs at any time before the 6-month term ends, the primary / head of household account holder will be charged \$100 for each member on the account up to a maximum of \$500 cancellation fee - unless Members have not received any Services at After Hours Medical (in which case, there is no Cancellation Fee.) The cancellation fee must be paid in full at the time of cancellation request.
2. Reenrollment after Cancellation. If Member's Membership is cancelled for whatever reason, Member may only re-enroll in program by paying all late fees, initial cancellation fee, and \$100 Re-Enrollment fee per Member (with maximum of \$500 per family) if Re-Enrollment occurs within 12 months from the last cancellation date. Then, Member agrees to re-enter into another 6-month term and provide company with automatic billing information.
3. Cancellation by Member. Member may cancel Membership by calling **1-866-MED-9110** and agree to pay the above Cancellation Fees. Member may cancel after the 3-month term without any Cancellation Fees.
4. Automatic Cancellation. A membership will automatically be canceled after 60 days of non-payment. after which time Member will lose eligibility to receive Services at a Discounted Rate at any of Company's clinic locations. The above Cancellation Fees also apply for all Automatic Cancellation if canceled before 3 month term.
5. Cancellation by Company. The Company reserves the right to cancel anyone's Membership at any time and without any reason during the Membership Period. Member will be given a 2-week notice of cancellation in writing. In case of Cancellation by Company, Company reserves the right to decide to either apply or not apply the above Cancellation Fees.
6. No Cancellation Fees. Cancellation Fees will not apply if Cancellation occurs after the 6-month term is completed.
7. Coverage after Cancellation. After cancellation, Member can continue to receive Services at the Discounted Global Rate until the last date of the Membership Period, but not thereafter.
8. Refunds. Member is not entitled to a refund of any Non-Refundable Enrollment Fee, Services Fees, or Membership Fees paid for the prior month(s) or the month during which the cancellation is made. Member is entitled to a full refund of all Membership Fees paid in advance beyond the month during which the cancellation is made. The Company shall have 30 days from the date of cancellation to refund any Refundable Fees.

10-Day Right to Rescind. A Member may cancel his or her Membership within 10 calendar days from the date of this Agreement without any consequence and for a full refund of all fees including the Non-Refundable Enrollment Fee, **except** that any Member who has received any of the Services during the 10-Day rescission period shall have waived such Member's right to rescission granted under this Section – in which case, the Cancellation Fees will apply.

ENROLLMENT PROCESS

1. On Line Enrollment. A person may enroll on line by visiting www.afterhoursmedical.com
2. In-Clinic Enrollment. A person may also enroll in person at a clinic.
3. Telephone Enrollment. A person may enroll over the telephone by calling **1-877-MED-9110.**
4. Family Enrollment. A Member may enroll his/her spouse and **ONLY** legal dependant(s) under the age of 18 (Minor) and living in the same household. Anyone over the age of 18 must enroll separately.
5. Add or Remove Member(s) A Member may be removed or added to an account by calling **1-877-MED-9110.** Addition of a new Member may require an increase in monthly Membership Fee. **Removing a Member is equivalent to Cancelling a Member, and the appropriate Cancellation Fee will apply if removal occurs before having paid the first 3 months of Membership fee, unless that Member has not used any services from After Hours Medical clinics.**
6. Payment at Enrollment. At enrollment, Member agrees to pay the Company the first monthly Membership Fee and Non-Refundable Enrollment Fee and authorizes monthly automatic charge or withdrawal thereafter. If the first monthly payment or any monthly payment is declined or not received, all affected office visits will be converted to regular patient itemized billing at regular prices for all service procedures provided. Patient is then responsible for the full amount, including additional 35% collection fee if the charges are sent to collection.
7. Membership Period. Once Membership Fee is paid for the first month, Member is eligible to receive Services at Discounted Global Rate from the Date of Enrollment until the end of Membership Period. This Membership Period continues as long as automatic monthly payments continue.

MEMBERSHIP RESTRICTION and ENROLLMENT REQUIREMENT

1. **Identification.** A valid form of ID (driver license, passport, or state ID) is required for enrollment. Member must also present picture ID at each clinic visit as a patient.
2. **Minors.** Anyone under the age of 18 may enroll as the only Member only if there is a parent on a legal guardian on the account as an "Inactive" Member who does not qualify to receive discounted services. Minors must be accompanied by a parent or legal guardian at each clinic visit.
3. **Delinquent Payments & Outstanding Balances.** All outstanding balances or any collection balances with After Hours Medical must be paid in full before a patient can enroll to become a Member. Once enrolled, Members are not eligible to receive the Discount Global Rate for the Services anytime the Member has any outstanding balance owing the Company until that balance is paid.
4. **Assignment.** Membership in the Discount Program is not assignable or transferable in any way.
5. **Medicare, Medicaid and Health Insurance.** **Members who also have Medicare, Medicaid, or Health Insurance plans that After Hours Medical is contracted to be a provider for, agree to NOT seek reimbursement of payment from their insurance plans for services received under this Discount Program. Visit www.afterhoursmedical.com for a complete list of Health Insurance plans that After Hours Medical is a provider for.**
6. **Automatic Payment.** To be eligible to enroll and become a Member, a person must have the ability to provide credit card, debit card, or bank account information for regular monthly payment of the Membership Fee by way of automatic charge or withdrawal. Automatic payments are securely and confidentially processed. Monthly cash payment is not accepted.

Right to Request Identification and Proof of Dependency. The company reserves the right to request identification of any member and / or request proof of dependency by asking member to provide a birth certificate or adoption certificate.

Right to Refuse Membership or Treatment. The Company reserves the right to refuse Membership to any person for any reason. Company's medical Providers may refuse treatment to any Member who fails to abide by the Terms and Condition of this Discount Program or who fails to follow Provider's medical advice, referral, or treatment plan.

Limitation of Actions. Any legal action against Company for a default of its obligations to the Member must be commenced within one (1) year from the date the default was, or should have been, discovered.

Disputes. Any disputes arising under or related to Membership in the Discount Program shall be resolved according to the Company's Dispute Resolution Procedures on file with the Utah Department of Insurance.

Miscellaneous

1. **Notices.** All information required to be provided to the Company under this Agreement should be made in writing to the following address:
Urgent Care Membership, Inc. PO Box 1000 Draper, UT 84020
2. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Utah.
3. **Severability.** If any provision of this Agreement or portion thereof is determined by a court of competent jurisdiction, or declared under any law, rule or regulations of unenforceable, then such provision will, to the extent permitted by the court or government not be voided but will instead be construed to give effect to its intent to the maximum extent permissible under applicable law and the remainder of this Agreement will remain in full force and effect according to its terms.
4. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement of the parties concerning its subject matter and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements between the parties respecting the subject matter of this Agreement. No supplement, modification, or amendment to this Agreement shall be binding unless evidenced by a writing signed by the party against whom it is sought to be enforced. No waiver of any of the provisions of this Agreement shall be deemed or shall be binding unless executed in writing by the party making the waiver.

DEFINITIONS

- **"Clinic(s)"** means a clinic owned and operated by After Hours Medical Company.
- **"Discounted Global Rate"** means the discounted rate for an office visit that globally includes all Eligible Services rendered. Member must pay this Fee during each office visit.
- **"Eligible Services"** are Services Included in the Discount Program.
- **"Excluded Services"** are services in Section **"Service Not Included"** below. Members are responsible for any charges associated with these Excluded Services.
- **"Family"** means spouse and/or dependants under age of 18 living in the home of the Member.
- **"Member"** means an individual or Family who have (i) voluntarily agreed to the Terms and Conditions of this Agreement and (ii) are current in their payment of all fees set forth in Section "Fees."
- **"Membership"** means membership in this Discount Program which entitles the Member to receive Eligible Services at a Discounted Global Fee.
- **"Membership Fee"** monthly fee described in Section "Fees" paid for by the Member to qualify for Membership in the Discount Program.
- **"Non-Refundable Enrollment Fee"** means the one-time non-refundable enrollment fee each Member must pay to enroll in the Discount Program.
- **"Provider"** means physician, nurse practitioner, or physician assistant employed by the Company.
- **"Service Fee"** means the applicable Discounted Global Rate a Member must pay each time the Member receives any Services from any Providers at any of the Company's Clinics.
- **"Services"** means Services Included in the Discount Program described below.
- **"Date of Enrollment"** is the date of the first day of membership when the first monthly Membership Fee is paid and accepted.
- **"Membership Period"** is the period from the Date of Enrollment to the same date of the next month during which time Member is authorized to receive services at a Discounted Global Rate of \$10 per office visit. The Membership Period continues from month to month as long as the monthly Membership Fee payment is made.
- **"Date of Cancellation"** is the date after the last date of Membership Period. Membership is cancelled and Member will not receive Discounted Global Rate for Services received from this date on. For example, if a person enrolls and pays the first month Membership Fee on 2/2/09, the Membership Period is from 2/2/09 to 3/2/09. If Member cancels during the Membership Period, the Cancellation Date is 3/3/09. Membership is effective until 3/2/09 which is the last day that Member can still receive Services at a Discounted Global Rate of \$5 per office visit.

I have read the entire Agreement, understand the Terms and Conditions presented therein, and agree to participate in the Discount Program under such Terms and Conditions

Member's Signature: _____ Date: _____ Member's Name: _____