

ProMed_x LLC Healthcare Memberships

offered by

MinuteMed Walk-In Clinic

TERMS AND CONDITIONS OF MEMBERSHIP

- 1) MEMBERSHIP IS NOT AN INSURANCE POLICY:**
 - a) Individual understands that they are purchasing a membership to an identified group in order to receive access to a discounted rate plan for medical services.
 - b) That discounted rate plan is being offered by MinuteMed Walk-In Clinic, LLC and covers services provided only at their clinic locations.
 - c) Member understands that this is **NOT AN INSURANCE PLAN**.
 - d) **Member should not consider it to be an insurance plan or use it as a substitute for an insurance plan.**
- 2) DEFINITIONS:**
 - a) Membership: For the purpose of these "Terms and Conditions", Membership is defined as an agreement entered into voluntarily by all parties. Terms of Membership provide that for an established monthly rate the Member receives standard medical care as then provided in the normal course of business by MinuteMed Walk-In Clinic, LLC at a pre-established discounted rate.
 - b) Member: The term which identifies the individual who pays Dues and is provided with a Membership to MinuteMed Walk-In Clinic, LLC "ProMedX LLC" Membership Program.
 - c) Minor: Will have the same meaning as that established by the State of Louisiana.
 - d) Dues: The monthly rate charged by MinuteMed Walk-In Clinic, LLC for inclusion in the "ProMedX LLC" Membership Program.
 - e) Family Member: Immediate family members living in the home of the Member (husband, wife, children and stepchildren).
 - f) Provider: Physician or Nurse Practitioner.
- 3) MEMBERSHIP RESTRICTIONS:**
 - a) A Member's privileges are subject to their having no outstanding amounts due to MinuteMed Walk-In Clinic, LLC.
 - b) Member must present a current Membership card or picture ID to receive Membership benefits.
 - c) Members must pay their first two months up front.
 - d) Dues will be charged and deducted on a prospective monthly basis.
 - e) Minors may not be seen by staff without a parent or legal guardian being present or as allowed by Louisiana law.
 - f) One free Membership card will be issued per Member. Replacement cards may be acquired for a fee as set by MinuteMed Walk-In Clinic, LLC.
 - g) Membership rates and hours of use are subject to change without notice.
 - h) Membership is non-transferable.
 - i) Since the medical services included in Membership are "covered services", persons with Medicare or Medicaid coverage are not eligible to be a member.
- 4) MEMBERSHIP RATES**
 - a) Member will be responsible for Dues of Fifty Dollars (\$50.00) per month.
 - b) Member will be responsible for a per visit utilization fee of Twenty Dollars (\$20.00) to be collected at the time of service.
 - c) Member will be responsible for Dues of Fifty Dollars (\$50.00) per month for each additional Family Member to their main Membership, up to a maximum of Two hundred Dollars (\$200.00) per family per month.
 - d) Primary Member understands that they are responsible for payment of their Dues as well as those of all other Family Members covered under their membership.
- 5) AUTOMATIC PAYMENTS**
 - a) Member understands their Membership Dues are paid by automatic withdraw/charge.
 - b) Member herein:
 - *Grants MinuteMed Walk-In Clinic, LLC permission to make such withdraws/charges.
 - *Agrees to provide MinuteMed Walk-In Clinic, LLC with accurate and valid account information to perform such withdraws/charges.
 - *Agrees to provide the identified entity (Bank, Savings Institution, etc.) from which these withdraw/charges are to be made with all notice and documentation that may be required.
 - c) If the 15th falls during the weekend or on a banking holiday, it will be withdrawn on the last day prior to the 15th.
- 6) TREATMENT INCLUDED IN MEMBERSHIP**
 - a) Only those healthcare services then provided by MinuteMed Walk-In Clinic, LLC in the normal course of business subject to the sole discretion of MinuteMed Walk-In Clinic, LLC.
 - b) Treatment that is currently included within the Membership:
 - (1) *Primary care office visits, routine physicals, laboratory tests performed on site at MinuteMed Walk-In Clinic, LLC (i.e. blood sugar, pulse ox, urinalysis, pregnancy test, strep screens, flu screens), respiratory therapy, simple laceration repair, injections, injectable medicines, tetanus immunization, flu vaccines when available, splints, slings and office procedures that are then provided in our clinic.
- 7) TREATMENT EXCLUDED FROM MEMBERSHIP:**
 - a) Prescriptions.
 - b) Services that MinuteMed Walk-In Clinic, LLC will not provide at the time member seeks medical care.
 - c) Member understands that the list below is provided for example only and does not include all of the services that are excluded from coverage under the terms of their Membership. Excluded services include: *Life threatening events such as gunshot wounds, heart attacks, and serious infections, hospitalizations and treatment with other doctors or providers at another facility that is not MinuteMed Walk-In Clinic, LLC, special diagnostic studies such as outside labs, ultrasounds, Doppler studies, mammograms, MRI's, CAT scans, PET scans, and other special x-rays that are not provided at MinuteMed Walk-In Clinic, LLC, physical and occupational therapy, chronic pain management, psychiatric emergency management, outpatient pharmacy, work injuries and other workers' compensation services and any emergency care that the attending Provider believes should, in the best interest of the Member, be provided by another Facility.
- 8) MEMBER USAGE:**
 - a) Certain situations may require further medical attention including but not limited to: medical prescriptions, referral to a specialist, referral to a hospital, or treatment that is not included in your Membership. The cost of any charges associated with these additional services is NOT covered by this Membership. Any such costs are the sole responsibility of the Member.
 - b) MinuteMed Walk-In Clinic, LLC reserves the right, in its sole discretion, to cancel Membership for inappropriate use of the walk-in or appointment based services, including but not limited to request for services that are not then currently provided by MinuteMed Walk-In Clinic, LLC.
 - c) The attending provider will determine the appropriateness of Members' visit.
- 9) TERMINATION OF MEMBERSHIP**
 - a) Membership may be terminated by any of the following methods:
 - *Member provides MinuteMed Walk-In Clinic, LLC corporate office with written notice of termination via certified letter or online through our Cancellation Request Page. Member benefits will end at the end of the month in which the notice of termination was received, if the cancellation request is RECEIVED by the 8th of the month, otherwise, membership will not be cancelled until the following month.
 - *Member fails to allow MinuteMed Walk-In Clinic, LLC the authority to withdraw/charge the monthly fee.
 - *MinuteMed Walk-In Clinic, LLC has the right to cancel Memberships at any time for any reason. If they choose to terminate the Member's Membership, that termination will become effective immediately.
 - b) Falsification of identification or failure to pay will result in immediate termination of Membership, assessment of utilization fee, full price charges for any services rendered, and the full pursuit of the legal rights held by MinuteMed Walk-In Clinic, LLC.
- 10) REACTIVATING A CANCELLED MEMBERSHIP:**
 - a) A cancelled member must pay \$100.00 to reactivate within 12 months of cancellation in addition to the first two months of membership dues. (\$200.00 total).
 - b) Subject to prepayment under 10a, an individual may reactivate membership 12 months after cancellation without penalty.
 - c) MinuteMed Walk-In Clinic, LLC reserves the right to deny the renewal privileges of any Membership terminated in accordance with the Terms and Conditions of Membership.
- 11) CHANGES IN PERSONAL INFORMATION:**
 - a) Members must inform MinuteMed Walk-In Clinic, LLC by the first of the month regarding any changes to billing information.
 - b) If MinuteMed Walk-In Clinic is not able to receive payment of monthly dues because of changes in billing information not being provided, a fee of \$25.00 per month will be assessed on a monthly basis in addition to Dues until the Member provides MinuteMed Walk-In Clinic, LLC with their correct billing information, or until their Membership is terminated.
 - c) This additional monthly charge is subject to change without notice.
- 12) WAIVER:**

The failure by MinuteMed Walk-In Clinic, LLC to exercise or enforce any of the terms or conditions of this Terms and Conditions of Membership is no to be deemed a waiver of MinuteMed Walk-In Clinic, LLC rights to enforce each and every term hereof. The failure by MinuteMed Walk-In Clinic, LLC to insist upon strict performance of any of the terms or conditions of the Terms and Conditions of Membership will not be deemed a waiver of any subsequent breach or default in the terms or provisions herein.
- 13) ASSIGNMENT:**

This Membership may not be assigned or transferred.
- 14) LIMITATION OF ACTIONS**

Any legal action against MinuteMed Walk-In Clinic, LLC 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.
- 15) FORCE MAJEURE:**

MinuteMed Walk-In Clinic, LLC is not liable for any delay or failure of performance caused by strikes, insurrection, war, fire, electrical failure, brown-outs, disruption of transmission lines, government acts or regulations, acts of third parties, or any cause not within the control of MinuteMed Walk-In Clinic, LLC.
- 16) GOVERNING LAW:**

The validity, construction, and interpretation of the Agreement and the rights and duties of the parties hereto will be governed by the laws of Louisiana without regard to choice of law principles.
- 17) VENUE:**

The exclusive venue for any litigation arising out of, or related to, these Terms and Conditions of Membership will be Lafayette Parish, Louisiana.
- 18) ENTIRE AGREEMENT:**

These terms and Conditions of Membership constitute the entire agreement between the parties relating to the specific subject matter hereof. There are no terms, obligations, covenants, representatives, statements, or conditions other than those contained herein. No variation or modification of these Terms and Conditions of Membership or waiver of any of the terms or conditions hereof, except that MinuteMed Walk-In Clinic, LLC may add or cease medical services it provides and included under the terms hereof, at its sole discretion will be deemed valid unless in writing and signed by both parties.
- 19) UNENFORCEABLE TERMS:**

If any provision of these Terms and Conditions of Membership is held invalid, illegal, or unenforceable, these Terms and Conditions of Membership will be interpreted as if such provision, to the extent the same has been held invalid, illegal or unenforceable, had never been contained herein.
- 20) SUCCESSORS:**

These Terms and Conditions of Membership shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, or executors.
- 21) NOTICES:**

Any notice required or allowed to be given shall be addressed to the other party at the address set forth immediately below or to such other address as either party may instruct the other party in writing in accordance with this Section 21.

*MinuteMed Walk-In Clinic, LLC
ProMed_x LLC Membership Program
3619 Ambassador Caffery, Bldg. E
Lafayette, LA 70503*

Member Name and Address

Name of other Family Members:

Acknowledging receipt of these Terms and Conditions of Membership:

Members Signature:

Date: _____

Processed by: _____

Date: _____

