

# Member Medical Terms & Conditions

## **1. Member Medical Program. Member Medical is NOT INSURANCE and does not replace your insurance plan.**

Each member receive five (5) visits per calendar year. The calendar year begins on the date that the primary member enrolls in the program and resets annually on that same date. The most up-to-date list of participating providers can be found online at [www.membermedical.com](http://www.membermedical.com). Additional benefits include one (1) flu vaccine per member, per year, one (1) health risk assessment\* per member, per year and care concierge services for referrals to specialty care providers.

PLEASE NOTE: Urgent Care facilities are not an appropriate place to manage chronic conditions. If you or a family member have a chronic illness such as diabetes, hypertension or chronic pain, you will be referred to a primary care provider or specialist. Urgent Care providers will not be responsible for refills of psychiatric medications or other controlled substances.

\*A sports physical may be substituted for a health risk assessment for school-age eligible dependent members. Please contact a participating Urgent Care clinic to schedule the sports physical.

**1a. Definition of Urgent Care Visit.** The term "Urgent Care Visit" describes a simple visit and includes a clinical examination by a provider and any in-house labs. Any services above and beyond a simple visit will be subject to payment according to the Member Medical discount self-pay table, available online or in participating Urgent Care clinics.

PLEASE NOTE: If patient is returning to a participating Urgent Care clinic for suture removal, they will not be charged for the visit and the visit will not count toward their five (5) included visits.

**2. Service-Related Fees and Charges.** Any Member enrolled in the Member Medical program may be responsible for payment for any services not included within the parameters of membership, such as complex labs, imaging, IV fluids, audiology, laceration suturing, burn and wound care, durable medical equipment and specialty provider services (collectively, "Third Party Services"). Payment for any and all Third Party Services shall be made directly to such third parties or at participating locations.

**3. Membership Fees.** The Primary Member authorizes Member Medical to charge his/her credit card, debit card, ACH/eCheck or other approved payment form for the one-time registration fee (\$25) and corresponding monthly membership fee on the day of each month corresponding to sign up during the term of the Membership (i.e. if member signs up on the 15th, they will be automatically debited their membership fee on the 15th of every month). The Primary Member agrees to provide Member Medical with any updates to the member's credit card, debit card, or other payment information (as applicable) in order to ensure timely payment of monthly fees. If a transaction is returned due to insufficient funds or declined charge, the Primary Member will be notified and will have ten (10) business days to update payment information or the membership will be cancelled and he/she will receive a bill for the missing funds.

**4. Terms of Membership.** Primary Members must be at least 18 years of age at the time of registration. Dependent Members must be

at least 5 years of age at the time of registration. Membership in the Member Medical Program will begin at such time as Member Medical receives a completed Membership form and payment of the registration fee. An individual may register for Member Medical via website or via telephone. The Primary Member will then be charged the corresponding monthly membership fee on the 1st day of the month following the date of membership. Members must present a valid photo ID at the participating Urgent Care location to redeem the benefits associated with the Member Medical Program. If a member fails to present a valid photo ID at the time of service, he/she will be responsible for the cost of the Urgent Care appointment according to the Urgent Care location's rates.

**5. Cancellation of Membership.** The benefits of this program may be cancelled by the Primary Member, at any time if no visits have been used, or after a minimum of three months if any Urgent Care visits have been used, by contacting Member Medical. The membership benefits will expire immediately. Member Medical reserves the right to cancel a membership at any time but will notify the primary member at least ten (10) days in advance of cancellation due to non-payment.

**6. Membership Reinstatement.** If a Membership is cancelled and the Primary Member desires to have his/her membership reinstated and/or that of his/her spouse or dependents at any time after date of cancellation, then the Primary Member will be required to pay a registration fee equal to \$25 in addition to the applicable membership fees.

**7. Notification.** Any written notification required under this Membership Agreement shall be sent to the party to be so notified via U.S. Mail or hand delivery. All notices will be deemed to be delivered on the date of hand delivery or, if mailed, within Two (2) business days after being deposited in the U.S. Mail system. All notices to Member Medical shall be sent by Primary Member to: Member Medical, LLC, Attention: Administrator, 35 Kosciuszko Street, Manchester, New Hampshire 03101.

**8. Limitation on Liability.** IN NO EVENT SHALL MEMBER MEDICAL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY FOR SUCH DAMAGES. IN ADDITION, TO THE GREATEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF MEMBER MEDICAL HEREUNDER FOR DIRECT DAMAGES, COSTS, AND EXPENSES, REGARDLESS OF CAUSE, SHALL NOT EXCEED THE TOTAL AMOUNT OF MEMBERSHIP FEES PAID TO MEMBER MEDICAL DURING THE PRIOR TWELVE (12) MONTH PERIOD.

**9. Governing Law.** This Membership Agreement shall be governed by the laws of the State of New Hampshire, without regard to conflict of law principles. Any dispute arising hereunder shall be submitted to a state or federal court in Hillsborough County, New Hampshire.

**10. Entire Agreement, Amendments, Waivers.** This Membership Agreement constitutes the entire agreement in regards to the Member Medical Program and supersedes any and all prior understanding or agreement related to the same. This Membership Agreement may only be altered, amended, or modified by a written amendment or other document signed by both parties. No waiver of any provision of this Agreement shall constitute a waiver of any

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subsequent act or breach. To the extent any provision of this Membership Agreement is deemed to be invalid or unenforceable, then this Agreement will be binding upon the parties as though the invalid or unenforceable provision was not contained in the Membership Agreement.