

TERMS AND CONDITIONS OF POLICY**1) PROMEDX IS NOT AN INSURANCE POLICY:**

- Individual understands that they are purchasing a policy to an identified group in order to receive access to a discounted rate plan for medical services.
- That discounted rate plan is being offered by the MinuteMed Walk-In Clinic, LLC network of clinics and covers services provided only at their clinic locations.
- The Policy holder understands that this is NOT an insurance plan is accepted by the Affordable Care Act and should not consider it to be a substitute for an ACA insurance plan. ProMedX policy premiums DO NOT go towards primary insurance deductibles.

2) DEFINITIONS:

- Policy: For the purpose of these "Terms and Conditions", Policy is defined as an agreement entered into voluntarily by all parties. Terms of Policy provide that for an established monthly rate, the Policy holder receives minor medical care as then provided in the normal course of business by MinuteMed Walk-In Clinic, LLC at a pre-established discounted rate.
- Policy holder: The term which identifies the individual who pays dues and is provided with a Policy to ProMedX for "provided services".
- Minor: Will have the same definition as that established by the State of Louisiana.
- Dues/Fees: The monetary amount charged by ProMedX LLC for Policy for "provided services".
- Family Policy holder: Immediate family members living in the home of the Policy holder (husband, wife, children and stepchildren).
- Provider: Physician, Nurse Practitioner, or Physician Assistant.

3) POLICY RESTRICTIONS:

- A Policy holder's privileges are subject to their having no outstanding amounts due to ProMedX, LLC or to MinuteMed Walk-In Clinic, LLC.
- Policy holder must present a current Policy card or picture ID to receive Policy benefits.
- Dues will be charged and deducted on a prospective monthly basis.
- Minors may not be seen by staff without a parent or legal guardian being present or as allowed by Louisiana law.
- Policy rates and hours of use are subject to change without notice.
- Policy cannot be transferred or assigned.
- Since the medical services included in Policy are "covered services", persons with Medicare or Medicaid coverage are not eligible to be a policy holder.

4) POLICY RATES

- Policy holder will pay a registration fee of Fifty Dollars (\$50.00) for each individual policy purchased.
- Policy holder will be responsible to pay of Fifty Dollars (\$50.00) or Twenty Dollars (\$20.00) per month, due on either the 1st or 15th of each month. An exam fee of Twenty Dollars (\$20.00) or Fifty Dollars (\$50.00) along with any other discounted provided services will be collected at the time of each visit, before discharge.
- Policy holder will be responsible for Dues of Fifty Dollars (\$50.00) or Twenty Dollars (\$20.00) per month for themselves and for each additional Family Policy holder, up to a maximum of Two Hundred Dollars (\$200.00) per family per month.
- Primary Policy holder understands that they are responsible to keep current payment of their Dues as well as those of all other Family members/Employees covered under their policy.

5) AUTOMATIC PAYMENTS

- Policy holder understands their Policy Dues are paid by automatic withdrawal/charge.
- Policy holder herein:
 - *Grants ProMedX, LLC/MinuteMed Walk-In Clinic, LLC permission to make such withdrawals/charges.
 - *Agrees to provide ProMedX, LLC/MinuteMed Walk-In Clinic, LLC with accurate and valid account information to perform such withdrawals/charges.
 - *Agrees to provide the identified entity (Bank, Savings Institution, etc.) from which these withdrawals/charges are to be made with all notice and documentation that may be required.

6) TREATMENT INCLUDED IN POLICY

- 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.
- *Treatment that is currently included within the Policy is explained in "Provided Services".

7) TREATMENT EXCLUDED FROM POLICY:

- Services that ProMedX, LLC/MinuteMed Walk-In Clinic, LLC does not provide at the time policy holder seeks medical care. Policy holder 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 Policy. Excluded services include:
 - *Life threatening events such as gunshot wounds, heart attacks, and serious infections, management of chronic conditions, hospitalizations and treatment with other doctors or providers at another facility, special diagnostic studies such as outside labs, ultrasounds, mammograms, PET scans, and complex diagnostic studies that are not provided at MinuteMed Walk-In Clinic, LLC, physical and occupational therapy, chronic pain management, weight loss, psychiatric emergency management, out of clinic pharmacy, work injuries and other workers' compensation services and any emergency care that the attending Provider believes should, in the best interest of the Policy holder, be provided by another Facility.

8) POLICY HOLDER USAGE:

- Certain situations may require further medical attention including but not limited to: medical prescriptions not offered at our clinics, referral to a specialist, referral to a hospital, or treatment that is not included in your Policy. The cost of any charges associated with these additional services is NOT covered by this Policy. Any such costs are the sole responsibility of the Policy holder.
- ProMedX, LLC/MinuteMed Walk-In Clinic, LLC reserves the right, in its sole discretion, to cancel Policy 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.
- The attending provider will determine the appropriateness of Policy holder's visit.

9) TERM OF CONTRACT:

- Policy holder agrees that the term of this contract is no less than 6 months for a 50/20 policy or 1 year for a 20/50 policy beginning on the day the contract is signed. Thereafter, the contract will automatically renew on a monthly basis until the contract is terminated, in writing, by either party.

10) TERMINATION OF POLICY:

- Policy may be terminated by any of the following methods:
 - *Policy holder provides MinuteMed Walk-In Clinic, LLC corporate office with written notice of termination via certified letter brought or mailed to our Johnston street location. Benefits will end at the end of the month in which the notice of termination was received.
 - *Policy holder 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 Policies at any time for any reason. If they choose to terminate the Policy Holder's Policy, that termination will become effective immediately.
- Falsification of identification or failure to pay will result in immediate termination of Policy, assessment of utilization fee, full price charges for any services rendered, and the full pursuit of the legal rights held by ProMedX, LLC/MinuteMed Walk-In Clinic, LLC.

11) REACTIVATING A CANCELLED POLICY:

- A cancelled policy holder must pay \$100.00 penalty to reactivate within 12 months of cancellation.
- Subject to prepayment under 10a, an individual may reactivate policy 12 months after cancellation without penalty but will pay regular registration fee.
- ProMedX, LLC/MinuteMed Walk-In Clinic, LLC reserves the right to deny the renewal privileges of any Policy terminated in accordance with the Terms and Conditions of Policy.

12) CHANGES IN PERSONAL INFORMATION:

- Policy holders must inform ProMedX, LLC/MinuteMed Walk-In Clinic, LLC by the first of the month regarding any changes to billing information.
- 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 Policy holder provides MinuteMed Walk-In Clinic, LLC with their correct billing information or until their Policy is terminated. This additional monthly charge is subject to change without notice.

13) WAIVER:

The failure by ProMedX, LLC/MinuteMed Walk-In Clinic, LLC to exercise or enforce any of the terms or conditions of this Terms and Conditions of Policy is not 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 Policy will not be deemed a waiver of any subsequent breach or default in the terms or provisions herein.

14) LIMITATION OF ACTIONS

Any legal action against ProMedX, LLC/MinuteMed Walk-In Clinic, LLC for a default of its obligations to the Policy holder must be commenced within one (1) year from the date the default was, or should have been, discovered.

15) FORCE MAJEURE:

ProMedX, LLC/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 their control.

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 Policy will be Lafayette Parish, Louisiana.

18) ENTIRE AGREEMENT:

These Terms and Conditions of Policy 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 Policy 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 Policy is held invalid, illegal, or unenforceable, these Terms and Conditions of Policy 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 Policy 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 on policy application or to such other address as either party may instruct the other party in writing.

Authorized Policyholder's Signature _____



