

SICKNWELL

Membership Program

MEMBERSHIP CONTRACT AGREEMENT: TERMS OF SERVICE

The Minimum Essential Coverage Program **is not a health insurance policy**. By enrolling, you are purchasing a discount minimum essential coverage membership plan offered by SickNWell. This membership entitles you to receive all pre-selected services provided by participating partners at predetermined rates during regularly scheduled hours of operation, (For specific hours of operation, please visit any of our providers websites.)

Upon enrollment you are entering into a set agreement. If the agreement is not terminated by the member during the active timeframe of the membership period, the contract will automatically renew for another identical amount of time.

- **MEMBERSHIP FEES:**

- **MONTHLY/ ANNUAL FEES** – payments for the entire month/year of coverage are due on the date that you initially signed up for the program. Payments will be auto deducted from your payment information on file. It is the responsibility of the SickNWell card holder to keep SickNWell updated on payment information changes.

- **ADMINISTRATION FEE** – \$25.00 fee due at the time of enrollment into the membership program. (Re-enrollment after voluntary or involuntary cancellations will also require the enrollment fee.)

- **RETURNED CHECK FEE** – \$25.00.

- **LATE FEE** – \$15 per month. The late fee will continue to be assessed every month until the account is brought current.

- **CANCELLATION FEE** – Zero (0)

- **MEMBER DEMOGRAPHICS** – Member is responsible for keeping SickNWell informed of any change to member's billing, mailing, and contact information.

- **RIGHT TO MAKE CHANGES** – SickNWell 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.

- **RE-ENROLLMENT AFTER CANCELLATION** – If a member's membership is cancelled for whatever reason, the member may re-enroll in the program at any time by starting a new membership.

- **AUTOMATIC SUSPENSION** – A membership will automatically be suspended if the monthly payment is not received by the renewal date of the coverage month (late fee will apply) after which time, the member will lose eligibility to receive services at a discounted rate at any participating providers. Members must pay the coverage month due and applicable late fees before the membership is reinstated.

- **AUTOMATIC CANCELLATION** – A membership will automatically be cancelled if the monthly payment is past due 60 days of the statement due date (Ex: May 1st is 60 days past due for a due date of March 1st for coverage for the month of April), after which time member will lose eligibility to receive services at a discounted rate at any participating providers.

- **CANCELLATION BY COMPANY** – SickNWell reserves the right to cancel anyone's membership for creating a hostile environment, creating or generating a negative atmosphere or refusing to de-escalate when asked to. SickNWell nor any of our participating providers will tolerate anything less than a professional environment.

- **COVERAGE AFTER CANCELLATION** – After cancellation, Members can continue to receive services at the pre-negotiated discounted rates until the last date of the Membership Period, but not thereafter.

- **REFUNDS** – Member is not entitled to a refund of any Non-Refundable Enrollment Fee, Service Fees, or Membership Fees paid for the selected term. Members are entitled to a full refund of all Membership Fees paid in advance beyond the contract termination date of the selected term. SickNWell shall have 30 days from the date of cancellation to refund any Refundable Fees.

- **MEDICAL CARE AND ADVICE** – Medical services at all participating providers are given within the scope of training and practice in their trained profession. All participating providers reserve the right to refer ANY patients to other facilities or specialists for further evaluation and treatment as deemed necessary, being in the best interest of the patient and the medical facility. All members agree to follow our provider's medical advice. Members may not dictate how our medical providers should diagnose or treat them. Members may not tell the provider what labs, tests, x-rays, or referrals to order, or not to order.

- **MEDICAL CARE RESTRICTIONS** – This membership program does not include chronic pain management with opioids, alcohol or substance abuse and/or withdrawal treatment, or treatment for chronic conditions, or primary care treatment. The Membership Program does not include services for Workers Compensation injuries or injuries that occur while the patient is at work.

- **MEMBERSHIP RESTRICTION and ENROLLMENT REQUIREMENT**

- **IDENTIFICATION**- A valid form of ID (driver license, passport, or state ID) is required for enrollment. Members must also present a picture ID and their SickNWell card at each clinic visit as a patient.

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- **MINORS**- Anyone under the age of 18 may enroll as a member, only if a parent or legal guardian is also registered in the SickNWell system & financially responsible for the minor. Minors must be accompanied by the parent or legal guardian to be evaluated and treated by our medical providers or sign a consent upon registration authorizing the minor patient to be evaluated and treated without being accompanied by the parent or legal guardian.
- **ASSIGNMENT** - Membership in the Discount Program is not assignable or transferable in any way.
- **PROOF OF DEPENDANCY** - The company reserves the right to request identification of any member and / or request proof of dependency by asking members to provide a birth certificate or adoption certificate.
- **LIMITATION OF ACTIONS** - Any legal action against the 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 Florida Department of Insurance.
- **MISCELLANEOUS**
 - **NOTICES** - All information required to be provided to the company under this agreement should be made in writing to the following address: SickNWell, LLC PO Box 2066 Lecanto, FL 34460.
 - **GOVERNING LAW** -This agreement shall be governed by and construed the laws of the State of Florida.
 - **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.
 - **ENTIRE AGREEMENT; Modification; Waiver.** This Agreement constitutes the entire agreement of the parties concerning its subject matter and supersedes 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.
SickNWell is not insurance but is licensed and regulated by the Florida Department of Insurance. SickNWell provides discounted, fixed pricing at all contracted providers. SickNWell members are responsible to pay for the services that are provided directly to the contracted provider. SickNWell does NOT pay providers directly for any services rendered. SickNWell assumes zero liability and /or responsibility for any services by contracted providers. SickNWell is a licensed DMPO.

SickNWell is here to provide the communities we serve with the best and most affordable minimum Essential Coverage Plan.

Please accept our warmest welcome to the SickNWell Membership Program. We look forward to serving you and your family.

Should you have any questions or issues, please call our Customer Service at 1-844-797-8425.
