



## AmericaHealth Direct Membership Agreement

### **\*\* This Agreement is Not a Contract for Health Insurance \*\***

This Direct Membership Agreement (“Agreement”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between America Health, Inc. (“AmericaHealth”), an Idaho Corporation, and the patient signing this Agreement (“Primary Member”) for themselves and on behalf of the persons listed on Appendix B (“Members”).

1. **Membership.** AmericaHealth provides primary health care services through its medical providers to area patients at the practice locations listed in Appendix A. This Agreement is for a direct primary care membership that allows patients to pay a pre-determined monthly membership fee in exchange for routine primary care services from AmericaHealth Direct (“Program”). By signing below, Primary Member understands and agrees to the terms of this Agreement.

2. **Medical Services.** Medical services offered under the Program (“Services”) are those that the medical provider is permitted to perform under the laws of the State of Idaho, are consistent with the Provider’s training and experience, are usual and customary for a primary care provider to provide. Some Services otherwise offered by AmericaHealth are not included as part of the Program memberships (“Exclusions”). A list of Services and Exclusions are provided in Appendix B to this Agreement. AmericaHealth reserves the right to amend the Services and Exclusions at any time by delivering paper or electronic notice to the Member, or by any other means determined by AmericaHealth to be reasonable.

3. **Term.** The term of this Agreement is for one year, beginning on the first day of the month immediately following (i) the date this Agreement or the online membership form is completed and signed either in written form or by electronic signature and (ii) payment of the Enrollment Fee and first month’s Membership Fee. The Agreement shall automatically renew for successive one-year periods unless either party cancels the Agreement under Section 4 below.

4. **Cancellation.** Primary Member understands that either party has the absolute and unconditional right to terminate this Agreement in writing at any time and for any reason or for no reason. Cancellation of this Agreement does not constitute dismissal of any Member from AmericaHealth. Primary Member’s dismissal from a participating provider or clinic of AmericaHealth as a patient shall constitute an immediate termination of this Agreement and shall not require advance notice. AmericaHealth may terminate this Agreement without reason or for any reason, including the following without limitation: (i) Primary Member fails to pay Membership Fees; (ii) Member has performed an act that constitutes fraud or any other criminal act; (iii) Member repeatedly fails to adhere to the recommended treatment plan; (iv) Member is abusive or presents a danger to staff or other patients; (v) AmericaHealth discontinues operation; and (vi) AmericaHealth discontinues the Program contemplated by this Agreement.

5. **Effect of Cancellation.** Upon termination, both Parties shall be released of all obligations under this Agreement, except that Member shall remain responsible for any outstanding Membership Fee amounts owed to AmericaHealth pursuant to this Agreement. Membership Fees are deemed earned by AmericaHealth as of the first day of each month. If the Member has paid for Membership Fees for more than one month in advance, AmericaHealth will return any unearned Membership fees to the Member within 30 calendar days following



receipt of the written notice of termination. AmericaHealth may, in its sole discretion, refuse to re-enroll any Member in the Program for 12 months following termination of this Agreement. Cancellation of this Agreement shall have no effect on other amounts due to AmericaHealth by Member for other services provided outside the scope of this Agreement.

6. **Membership Fees.** Primary Member shall pay AmericaHealth the amount set forth in Appendix C, consistent with the number of and ages of Members enrolled in the Program (“Membership Fee”). AmericaHealth reserves the right to modify the Membership Fee and Registration Fee at any time with 30 days’ advance notice to Primary Member.

7. **Enrollment Fee.** Program enrollment requires payment of a non-refundable Registration Fee in the amount set forth in Appendix C at the time of enrollment (“Enrollment Fee”). Following termination, any subsequent re-enrollment may be subject to payment of this Enrollment Fee.

8. **Members.** Primary Member may enroll themselves, individuals for whom the Primary Member is the parent or legal guardian (up to age 26), and a spouse/domestic partner (collectively “Members”). Minors must be enrolled with an adult Primary Member. Information about each Member must be included on the enrollment form, attached as Appendix C.

9. **Additional Charges.** Member understands that there may be additional charges for equipment, laboratory, referral, or other services that are ordered through outside entities or providers as a result of care given by an AmericaHealth facility. This Agreement does not include additional charges for such items. Only those Services specifically outlined in Appendix B are included in the Program and covered by the Membership Fee. If an AmericaHealth provider renders services beyond the scope of this Agreement, the Member is responsible for any additional charges. Member agrees to pay for these additional charges at the time of service. If these and any other additional charges are not affirmatively paid by the Member at the time of service, Member agrees to allow AmericaHealth to charge the Member account(s) on file for those amounts. Missed appointment fees are not covered by the Program and will be assessed to the Member separately.

10. **Payment Information.** The monthly Membership Fee shall be paid in advance via monthly charges to the credit card, debit card, or automatic bank draft authorized by the Primary Member for such charges (“Payment Method”) pursuant to the authorization form attached as Appendix D. The initial charge will include the Enrollment Fee and first month’s Membership Fee. All memberships will begin the immediately following execution of this Agreement and Membership Fees are due on the same day of each month thereafter. Members will not be scheduled for a patient appointment unless the Membership Fee is paid in-full through or beyond the date of the desired appointment. The Primary Member authorizes AmericaHealth to charge any fees to the Payment Method related to non-covered services provided to a Member that are incurred by AmericaHealth as a result of providing Services under this Agreement. Primary Member shall reimburse AmericaHealth for any chargeback or bank fees charged to AmericaHealth, plus any reasonable dispute-related costs including legal and administrative costs. If AmericaHealth does not receive the Membership Fee by the 10th day following the due date, AmericaHealth may deem this Agreement terminated consistent with Section 4.



11. **Changes to Services and Locations.** Member understands that AmericaHealth may add or decrease services and participating clinics. In the event of such changes, AmericaHealth will provide notice to the Primary Member at least 30 days before the change.

12. **Disclaimer -- Not Health Insurance.** This Agreement does not provide health insurance coverage of any kind, including the minimal essential coverage required by applicable federal law. It provides only the Services described in this Agreement and specifically identified in Appendix B. Americahealth recommends that Members obtain health care insurance to cover medical services not provided for under this Program. This Agreement is for individual use only and is not a group benefits plan.

13. **Insurance Considerations.** Primary Member acknowledges that AmericaHealth, and Members are prohibited under Idaho law from submitting any bill or claim to a third-party insurer for the Services provided under this Agreement and agree not to submit any such bill or claim. The monthly AmericaHealth makes no representations regarding the tax implications of participation in this Program. Participants are encouraged to seek the advice of a competent tax professional for advice regarding any related tax issues.

14. **Medicare and Medicaid.** Primary Member acknowledges that this Program is not available for individuals with primary health care benefits under Medicare or Medicaid. By enrolling in this Program, Primary Member attests that no Member is currently enrolled in or eligible for benefits under Medicare or Medicaid. Primary Member further attests that if any Member become eligible for health care benefits under Medicare or Medicaid during the term of this Agreement, the Primary Member must immediately notify AmericaHealth and this Agreement shall be terminated.

15. **Limitation on Membership.** AmericaHealth reserves the right, in AmericaHealth's sole discretion, to accept or decline membership to any person for any reason. AmericaHealth reserves the right to conduct pre-enrollment screening and to exercise discretion in the processing of enrollment applications and acceptance of Members into the Program.

16. **Limitation on Services.** AmericaHealth may refuse to provide any Services requested by Members if, in AmericaHealth's sole and exclusive judgment, the provision of such Service would conflict with the medical provider's professional medical judgment or ethical standards; not conform to the community standard of care; or jeopardize the health, safety, or well-being of the Member, medical provider, or staff.

17. **Limitation on Provider Availability.** Member is expected to utilize the customary methods available for contacting AmericaHealth clinics and its medical providers. AmericaHealth medical providers will take professionally appropriate efforts to address the needs of the Member in a timely manner but cannot guarantee availability and cannot guarantee that the Member will not need to seek treatment in an urgent care or emergency department setting. Moreover, not all medical providers are available to provide all Services. Nothing in this Agreement requires a medical provider to provide Services outside the scope of licensure or ability, or outside of normal office hours. Standard clinic appointment scheduling policies apply to Members under this Agreement.



18. **Severability.** If for any reason any provision of this Agreement is deemed, by a court of competent jurisdiction, to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the Agreement shall not be affected and that provision shall be deemed modified to the minimum extent necessary to make the provision consistent with applicable law, which shall then be enforceable.
19. **Notice.** Primary Member is responsible for providing AmericaHealth with changes to address, telephone number, and method of automatic payment.
20. **Reimbursement for Services If Agreement Is Invalidated.** If this Agreement is held to be invalid for any reason, and if AmericaHealth is therefore required to refund all or any portion of the Membership Fees or Enrollment Fee paid by Primary Member, Primary Member agrees to pay or allow AmericaHealth to retain an amount equal to the fair market value for Services actually rendered to Members during the period of time for which the refunded fees were paid.
21. **Clinic Policies.** Members are expected to comply with the patient policies of the AmericaHealth clinics where they receive care, including without limitation those policies pertaining to missed appointments, communication, consent for care, etc.
22. **Non-Transferable.** This Agreement, and any rights Members may have under it, may not be assigned or transferred by Member. Program benefits have no cash value and may not be redeemed for cash. This Agreement may be transferred by AmericaHealth, with the Member's consent, to another primary care provider.
23. **Governing Law; Venue.** This Agreement shall be governed by Idaho law without regard to principles of conflicts of laws and jurisdiction and venue for all mediations, arbitrations, or other proceedings related to this Agreement shall exclusively lie in Bonneville County Idaho.
24. **Arbitration.** All disputes arising out of this Agreement will be submitted to arbitration in the county in which the AmericaHealth facility is located, pursuant to the rules of the American Arbitration Association then in existence in the State of Idaho. The decision in arbitration shall be conclusive and binding on the parties and may be reduced to judgment in any court of competent jurisdiction.
25. **Jury Trial Waiver.** To the greatest extent permitted by law, the parties knowingly and voluntarily waive the right to a trial by jury in any suit, action, or proceeding related to this Agreement.
26. **Authorization and Forms Required.** This Agreement is not complete and binding unless the Member also signs the Automatic Payment or Credit Card Authorization, attached as Appendix D, and any other patient related forms required by the entities providing care under this agreement. Those documents are hereby incorporated into this Agreement by this reference.
27. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter of this Agreement.



28. **Signature.** Member acknowledges this Agreement establishes the terms of participation in the Program. By signing below, Member understands and has no question about participation, voluntarily agrees to be bound by these terms, and understands this **Agreement is not a contract for health insurance.**

\_\_\_\_\_  
Primary Member Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
AmericaHealth Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



## APPENDIX A

### AmericaHealth Direct Locations

- **Idaho Falls Urgent Care**  
1995 E. 17<sup>th</sup> St, Idaho Falls, ID 83404  
(208) 538-3020  
8:00am to 8:00pm  
Monday – Saturday
- **Rexburg Urgent Care**  
130 W. Main Street, Rexburg, ID 83440  
(208) 538-3020  
8:00pm to 5:00pm  
Monday – Saturday
- **Pocatello Family Practice**  
396 Yellowstone Ave., Pocatello, ID 83201  
(208) 254-7733  
8:00am to 5:00pm  
Monday – Friday

*Additional healthcare services provided by AmericaHealth may be available at a reduced rate for AmericaHealth Direct members, including aesthetics, chiropractic, mental health, and higher-level medical services. Please see current AmericaHealth Direct Member Fee Schedule for details.*



## APPENDIX B

### AmericaHealth Services and Exclusions

The following Services, listed below, are routinely offered in a primary care setting and are provided to Program Members with no additional fees. The Exclusions listed below are not provided under the Program but may be available from AmericaHealth. Please see current AmericaHealth Direct Member Fee Schedule.

#### Included Services:

1. Acute Non-acute Office Visits: Coughs, colds, flu, sprains, sinus and ear infections, sore throat, fever, rashes, diarrhea, back pain, strep tests\*, asthma, bronchitis, flu swab\*, pneumonia, kidney and bladder infections, non-life-threatening medical issues
2. Chronic Disease Management: Acid reflux, arthritis, asthma, blood pressure monitoring, cardiovascular disease, cholesterol monitoring, chronic fatigue, diabetic monitoring, fibromyalgia, non-narcotic pain management
3. Preventive Medicine: Athletic, mission, school, well child, male and female physical examinations, electrocardiogram (EKG), nutrition counseling, Tdap, basic vision screening
4. Procedures, Test and Treatments: Abscess incision and drainage\*, basic splinting and casting for fractures, breathing treatments (nebulizer inhaler with spacer)\*, ear wax removal, drawing basic labs, ingrown toenail removal, in-house rapid strep and flu tests\*, foreign body removal, medication injections\* (B-12, testosterone, etc.), minor laceration repair, simple biopsy\*, skin biopsy\*, skin cyst removal, skin tag and wart treatment/removal, urinalysis\*, wound repair and sutures
5. Pediatrics, Men's and Women's Health: Acute care as listed above, child development evaluations, perimenopausal and postmenopausal health, Pap smear\*, preconception health
6. Administration Tasks: Medication prescription and refills, pre-operative forms, specialist referrals
7. Occupational Medicine: Minor workplace accidents and injuries

*\*Member is responsible for all costs associated with any medications, laboratory testing, pathology fees, X-ray/radiology ordered, and specimen analysis.*

**Exclusions.** The following (non-exhaustive) list of services are not included in the Membership Fee: Aesthetics, chronic pain management, durable medical equipment and supplies (e.g. crutches, wheelchairs, walkers, canes, walking boots, etc.), echocardiograms, major surgeries, medications, immunizations and vaccinations, MRI scans, mental health services, ongoing treatment with controlled medications, procedures involving general or regional anesthesia, substance abuse withdrawal, prenatal and obstetrical care, and care rendered by specialists.



**APPENDIX C**

**Patient/Member Enrollment**

Membership Fees shall be calculated based upon the information provided below regarding Members to be included under the Primary Member's enrollment.

- Adult \$69.99/month
- Spouse \$39.99/month
- Child \$9.99/month (Ages 0 to age 26, must include an adult membership)

Members will be charged a one-time enrollment fee of \$69.99 per household.

<b>Primary Member Name</b>	Date of Birth	Age
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Home Phone	Work Phone	Cell Phone	Preferred email
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<b>Spouse/Partner Name</b>	Date of Birth	Age
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Home Phone	Work Phone	Cell Phone	Preferred email
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Street Address	City, State, Zip
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***Child/Children (up to age 26, living in the same household):***

Print Name	Date of Birth	Age
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Print Name	Date of Birth	Age
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Print Name	Date of Birth	Age
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Print Name	Date of Birth	Age
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<b>FOR OFFICE USE ONLY</b>	Enrollment Fee: _____	
Effective Date: _____	Monthly Fee: _____	Total Due Today: _____



**APPENDIX D**

**Authorization for Automatic Payment**

**(Credit Card, Debit Card or Bank Account Authorization)**

Primary Member Name(s): \_\_\_\_\_

Name on Credit Card/Debit Card or Bank Account: \_\_\_\_\_

Account Type:  Checking  Savings  Debit Card  Credit Card

Card/ Account Number: \_\_\_\_\_

Routing Number for Bank Account: \_\_\_\_\_

Card Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

I hereby authorize AmericaHealth to charge the above referenced credit/debit card or bank account automatically every month and apply those charges to the membership fees required for participation in the direct primary care membership offered through AmericaHealth and to any other charges I incur from services received through AmericaHealth that are not included in the membership. I understand that I will remain responsible for recurring charges, additional late fees and any other applicable charges if the withdrawal from the bank account I have listed above is denied for insufficient funds or the account otherwise becomes unavailable.

I hereby authorize AmericaHealth to initiate automatic withdrawals via electronic fund transfer as of the date of this agreement and as amended from time to time. I acknowledge that no entries may be made that violate the laws of the State of Idaho, or party service providers involved in processing entries made hereunder against all claims, demands, losses, liability, or expense including attorney’s fees and costs.

I understand it is my responsibility to notify AmericaHealth of changes to my address, phone number, email address and other billing or contact information. An inability to collect membership fees due to incorrect or outdated billing information may result in the termination of my AmericaHealth membership, including family members signed up under the membership.

\_\_\_\_\_  
Primary Member Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date