



TERMS AND CONDITIONS OF MEMBERSHIP

MEMBERSHIP IS NOT AN INSURANCE POLICY:

- 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.
- That discounted rate plan is being offered by CIMA Medical Centers, network of clinics and covers services provided only at their clinic locations.
- Member understands that this is NOT an insurance plan.
- Member should not consider it to be an insurance plan or use it as a substitute for an insurance plan.

DEFINITIONS:

- 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 established monthly rate the Member receives standard medical care as then provided in the normal course of business by CIMA Medical Centers at a pre-established discounted rate.
- Member: The term which identifies the individual who pays Dues and is provided with a Membership to the CIMA Medical Centers "CIMA Medical Solutions: Membership Program.
- Minor: Will have the same meaning as that established by the State of Nevada.
- Dues: The monthly rate charged by CIMA Medical Centers for inclusion in the "CIMA Medical Solutions" Membership Program.
- Family Member: Immediate family members living in the home of the Member (husband, wife, children and stepchildren).
- Provider: Physician, Nurse Practitioner, and Physician Assistant.

MEMBERSHIP RESTRICTIONS:

- A Member's privileges are subject to their having no outstanding amounts due CIMA Medical Centers.
- Member must present a current Membership card or picture ID in order to receive Membership benefits.
- Member must pay their first and last month of Membership Dues upon registration.
- 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 Nevada Law.
- One free Membership card will be issued per Member. Replacement cards may be acquired for a fee as set by CIMA Medical Centers.
- Membership rates and hours of use are subject to change without notice.
- Membership is non-transferable.
- Since the medical services included in the Membership are “covered services” persons with Medicare or Medicaid coverage are not eligible to be a Member.

MEMBERSHIP RATES:

- \$ 50.00 a month
- \$ 15 per visit

AUTOMATIC PAYMENTS:

- Paypal, or credit card via our website or in person
- If no automatic withdraw can be made then a payment of six (6) months in advance will be required.

TREATMENT INCLUDED IN MEMBERSHIP:

- Only those healthcare services provided by CIMA Medical Centers in the normal course of business subject to the sole discretion of CIMA Medical Centers.
- Treatment that is currently included within the Membership:
- Urgent care and primary care office visits, routine physicals, laboratory test performed on site at CIMA Medical Centers clinics (i.e. blood sugar, pulse ox, urinalysis, pregnancy test, strep screens, hemacue, flu screens), x-rays, EKG’s, IV fluid administration, respiratory therapy, simple laceration repair, injections, Injectable medicines, tetanus immunizations, flu vaccines when available, splints, slings, and office procedures that are then provided in our clinics.

TREATMENT EXCLUDED FROM MEMBERSHIP:

- Prescriptions
- Services that CIMA Medical Centers will not provide at the time Member seek medical care.
- 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 CIMA Medical Centers, 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 CIMA Medical Centers, physical and occupational therapy,

chronic pain management, psychiatric emergency management, outpatient pharmacy, and any emergency care that the attending physician or mid-level Provider believes should, in the best interest of the Member, be provided by another Facility.

MEMBER USAGE:

- Certain situations may require further medical attention including but not limited to: medical prescriptions, referral to a specialist, referrals to a hospital, or treatment that is not included in your Membership. The costs of any charges associated with these additional services are NOT covered by this Membership. Any such cost is the sole responsibility of the Member.
- CIMA Medical Centers reserves the right, in its sole discretion, to cancel Membership for inappropriate use of the urgent care appointment based services, including but not limited to request for services that are not then currently provided by CIMA Medical Centers.
- The attending physician or mid-level Provider will determine the appropriateness of Members' visit.

TERMINATION OF MEMBERSHIP:

- Membership may be terminated by any of the following methods:
- Member provides the CIMA Medical Centers corporate office with written notice of termination via certified letter. Member benefits will end at the end of the month in which the notice of termination was received.
- Member fails to allow CIMA Medical Centers the authority to withdraw/change the monthly fee.
- CIMA Medical Centers has the right to cancel Membership at any time for any reason. If they choose to terminate the Member's Membership, that termination will become effective immediately.
- 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 right held by CIMA Medical Centers.
- A penalty fee of \$100 will be charged if Member chooses to terminate the membership within the first three months of enrollment.

REACTIVATING A CANCELLED MEMBERSHIP:

- A cancelled Member must pay \$150 to reactivate within 12 months of cancellation in addition to first and last of membership dues. \$230 total.
- Subject to prepayment under 10a. An individual may reactivate Membership 12 months after cancellation without penalty.
- CIMA Medical Centers reserves the right to deny the renewal privileges of any Membership terminated in accordance with this Terms and Conditions of Membership.

CHANGES IN PERSONAL INFORMATION:

- Members must inform CIMA Medical Centers in a timely manner of all changes to billing information.
- If CIMA Medical Centers is not able to receive payment of monthly dues because of changes in billing information not being provided, a fee of \$40 per month will be assessed on a monthly basis in addition to Dues until the Member provides CIMA Medical Centers with their correct billing information, or until their Membership is terminated.
- This additional monthly charge is subject to change without notice.

WAIVER:

- The failure by CIMA Medical Centers to exercise or enforce any of the terms or conditions of this Terms and Conditions of Membership is not to be deemed a waiver of CIMA Medical Centers rights to enforce each and every term hereof. The failure by CIMA Medical Centers to insist upon strict performance 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.

ASSIGNMENT:

This Membership may not be assigned or transferred.

LIMITATION OF ACTIONS:

Any legal action against CIMA Medical Centers 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.

FORCE MAJEURE:

CIMA Medical Centers is not liable for any delay or failure of performance caused by strikes, insurrection, war, fire, electrical failure, brown-outs, disruptions of transmission lines, government acts or regulations, acts of third parties, pr any cause not within the control of CIMA Medical Centers.

GOVERNING LAW:

The validity, Construction, and interpretation of this Agreement and the rights and duties of the parties hereto will be governed by the laws of Nevada without regard to choice of law principles.

VENUE:

The exclusive venue for any litigation arising out of, or related to, these Terms and Conditions of Membership will be Clark County, Nevada.

ENTIRE AGREEMENT:

This Terms and Conditions of Membership constitute the entire agreement between the parties relating the specific subject matter hereof. There are no terms, obligations, covenants, representatives, statements, or conditions other than those contained herein. No variations or modifications of these Terms and Conditions of Membership or waiver of any of the terms or conditions hereof, except that CIMA Medical Centers may add or cease medical services it provides and included under the terms hereof, at its sole discretion will be deemed valid unless and signed by both parties.

UNENFORCEABLE TERMS:

If any 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.

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.

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 in writing in accordance with this Section 21.

CIMA Medical Centers
CIMA Medical Solutions Membership Program

Member Name and Address:

Name of other Family Members:

Acknowledging receipt of these Terms and Conditions of Membership

Member's Signature: _____

Date: _____

Processed by: _____

Date: _____