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# **Membership Agreement**

This Membership Agreement, including all attached schedule(s), sets out the terms and conditions of your membership with the Clinic and the benefits it provides. By signing below, you confirm you have read and agreed to this agreement in full.

### Term

The Term of your membership commences on the date you sign this agreement and continues until the last day before the one-year anniversary of that date. On each yearly anniversary of your membership, the Term automatically renews for one further year. At least 30 days prior to yearly renewal of the Term, the Clinic will send you a renewal reminder that contains notice of the Fees due for the next year. If, prior to the renewal date, you have not cancelled your membership, the Fees due for the next year of your membership will be charged to your credit card on file.

The commencement and continuation of the Term, and renewals of the Term, are subject to the provisions of this agreement.

#### **Membership Plan**

During the Term, your membership entitles you (and any covered individuals under your plan) to the Core Benefits, and to any available Additional Benefits, as detailed in this agreement and subject to the provisions of this agreement. Your membership plan, the individuals it covers, and the applicable Fees for the first year of the Term are those set out in Schedule A.

#### Benefits

In addition to the Core Benefits, the Clinic aims to partner with one or more separate health providers to offer Additional Benefits to covered individuals during the Term. Each covered individual is entitled to such Additional Benefits to the extent they are available during the Term. Availability of Additional Benefits is not guaranteed, and the Clinic has discretion to cancel or change its arrangements with separate health providers, including removing, adding, or changing between providers, from time to time.

Membership benefits do not carry over year to year and must be used in the year of the Term in which they arise or are they are lost. No refunds or credits are given for any services or benefits not used.

#### Fees

By checking the applicable membership plan, you agree to pay the Fees for that plan as set out in Schedule A. The listed Fees are valid for the first year of the Term only. The Clinic may increase Fees due for any subsequent year of the Term. By signing the membership agreement, you authorize us to charge your credit card. Commencement of the Term, and each yearly renewal, are conditional on payment of the Fees due for that year of your membership. No appointment scheduling or membership benefits of any kind are available until the Fees due for the year have been paid in full. Where the Clinic has agreed to accept Fees by instalment, access to and continuation of benefits coverage are conditional on each instalment being paid in full when due. In addition, the Clinic may limit access to benefits until sufficient instalments have been paid in its discretion. Accepting Fees in instalments is always at the absolute and unfettered discretion of the Clinic, and the Clinic may unreasonably and arbitrarily refuse.

Fees are not refundable in any circumstances, except as expressly set out herein.

Fees cover the Core Benefits and Additional Benefits only, and not any other benefits or services. Any costs or charges associated with any referrals you may receive to third party health care providers are not covered by the Fees and are your responsibility. If in connection with the Additional Benefits you are presented with costs or charges from any third party then those costs or charges are deemed to be for services or benefits outside the Additional Benefits, and as such are not covered by the Fees and are your responsibility.

#### **Changing Plans**

You may change your membership plan during the Term by contacting the Clinic and signing the applicable form. When changing plans, Fees paid under your existing membership plan for the current year of the Term will be credited to Fees due under your new plan on a prorated basis (for example, if you change from an individual membership plan to a couples or family plan halfway through the term, half the Fees paid that year for your individual plan will be credited towards the Fees due for the new plan). The commencement of the Term for your new plan will be the date you changed from your existing plan to the new plan and will replace the Term for your existing plan. Any Core or Additional Benefits used by individuals covered by the existing plan will count against their benefits available under the new plan until the Term of the existing plan would have reached its renewal date, at which point all available benefits will reset (in the case of Additional Benefits, to the extent permitted by applicable providers).

#### **Liability Waiver**

You agree that neither the Clinic, nor any of the Clinic's shareholders, directors, officers, employees, or nurse practitioners, are liable for any injury, damage, loss, or cost that you or any covered individual may incur in connection with any benefits or services you may receive from any third parties (whether under the Additional Benefits or from any third-party health care providers to whom you may be referred by the Clinic). This waiver of liability includes any gross negligence and any other wrongful conduct or omission of third parties, including intentional, and you hereby release the Clinic and all of its shareholders, directors, officers, employees, and nurse practitioners from all such injury, damage, loss, and cost. In the case of minor children who are covered individuals, you are additionally providing this release and agreeing to this liability waiver on their behalf as their legal guardian. Subject to the foregoing, the Clinic shall only be liable for its nurse practitioners and only to the limited extent of the Core Benefits you or any covered individual receive.

#### **Cancellations and No Show**

For any missed appointments, the Clinic may charge a cancellation fee/no show fee of \$100.00. The charge must be paid prior to any further appointments being scheduled. The Clinic will waive the charge if you provide us notice of cancellation at least 24 hours in advance of your appointment.

#### **Privacy Policy**

By becoming a member of the Clinic, you agree to the terms of our privacy policy. Our privacy policy may be updated from time to time. By continuing with your membership from year to year, you agree to any updated

privacy policy we have in place for the applicable year. In addition, on notice to you we may update our privacy policy during the year.

Without limiting the foregoing, if the Clinic refers a covered individual to any third-party health care provider, you hereby consent to us sharing with that third party the covered individual's personal information, including health and other information we have on file.

## Notice

We may provide any notices or invoices to you at the most email address we have on file for you that you have provided to us on your intake form. Notices are deemed received the day they are sent.

### Invoices

All invoices to you from the Clinic are due in full by the due date stated in the invoice. All invoice amounts that are unpaid when due accrue interest at 15% per year both before and after any demand and judgment and until such amounts are paid in full. You agree to fully indemnify the Clinic in respect of all costs incurred by the Clinic, including legal fees on a solicitor and their own client basis, in connection with collecting any unpaid invoice.

### Termination

You may terminate your membership plan at any time, though are not entitled to any refunds. However, if Fees for the year were being paid instalments and the Clinic determines that covered individuals have used a greater percentage of benefits then the percentage that has been paid towards the Fees, the Clinic may invoice you a termination fee equal to the difference.

The Clinic may terminate your membership plan if Fees are not paid when due. Additionally, the Clinic may terminate your membership plan at any time in its discretion for operational considerations or constraints, in which case a pro-rated refund of Fees you have paid for the current year will be provided to the extent of benefits not utilized that year.

Upon termination of your membership, all benefits cease without any compensation owed by the Clinic except as expressly stated in this agreement.

## Authorization for Release of Personal Information

By signing the membership agreement, I hereby agree and consent to ADVICA HEALTH and its members or other authorized representatives to collect, use, and disclose such information for the purposes of the ADVICA HEALTH Program only (and for no other purpose), in accordance with applicable Provincial and Federal legislation.

## River Stone Nurse Practitioner Clinic Benefits Plan

Select Your Plan (Choose One)

Family Members	Number	Plan
Individual Adult	One Member	
Couple or Adult with One Child	Two members	
Couple with One Child or Adult with Two Children	Three Members	
Couple with Two Children or Adult with Three Children	Four Members	
Additional Children	Five or more Members	

Note: each adult individual covered by the plan must sign prior to being covered by the plan. For any covered individual becoming an adult, age 18, during the Term, they must add their signature on the appropriate form prior to being eligible to continue under the plan.

Member (Please complete all lines)			
Member First & Last Name:			
Address:			
Phone:			
Alberta Health Care Number:		Birthday:	
Email Address:			
Family Members:			
Spouse Name:			
Alberta Health Care Number:		Birthday:	
Child 1 Name:			
Alberta Health Care Number:		Birthday:	
Child 2 Name:			
Alberta Health Care Number:		Birthday:	
Child 3 Name:			
Alberta Health Care Number:		Birthday:	
Child 4 Name:			
Alberta Health Care Number:		Birthday:	
Ву:			
Sign		Print name	
Date:	, 20		

## Schedule A

### **Plans and Pricing**

Plan	Covered individual(s)	Yearly Fees
Individual Adult	Yourself	\$975.00
Couple or Adult with	Two adult individuals living	\$1950.00
One Child	together as a couple or one	
	adult with one child	
Couple with One Child	Two adult individuals living	\$2,638.50
or Adult with Two	together as a couple with	\$879.50 per individual, representing a
Children	one child or one adult with	discount of 10% on the base rate
	two children	
Family of 4 or more -	Two adult individuals living	\$812.50 per individual
Couple with Two	together as a couple with	For additional children added during the Term
Children or Adult with	two or more children or	(such as newborns) the base rate for the
Three Children	one adult with three or	added individual will be prorated for the
	more children	remainder of the year (for example, if you add
		a newborn child half way through the current
		year of the Term, only half the base rate will
		be charged for that newborn for the year)

Children who reach the age of 18 cease to be covered individuals on the last day of the calendar year in which they turn 18, unless they are in high school or are attending post-secondary education and provide proof of enrollment in a recognized post-secondary institution. Children who meet this education exception may remain covered individuals, but only until the earlier of when they cease to meet the criteria or until the last day of the calendar year in which they turn 25.

Each adult individual covered by the plan must sign prior to being covered by the plan. For any covered individual becoming an adult, age 18, during the Term, they must add their signature on the appropriate form prior to being eligible to continue under the plan.

## **Core Benefits**

In each year of the Term, each covered individual is entitled to attend appointments with the Clinic's nurse practitioners. The Clinic may limit the number of appointments and the appointment time for a covered individual if, in the discretion of the nurse practitioner(s) treating the individual, the individual appointment requests are excessive, unnecessary, or otherwise unreasonable. In addition, the Clinic may in its absolute discretion refuse appointments where an individual has been verbally or physically abusive towards anyone at or affiliated with the Clinic.

#### **Additional Benefits**

If you have not already received an overview of current Additional Benefits, we may currently be offering through our health partners, please ask the Clinic prior to signing this agreement.