**ENROLLMENT TERM AND CONDITIONS**

AMERICA 1ST CHOICE, is a Private Label authorized by the State of Florida. The term of this agreement is on a month to month basis. Member may cancel at any time by providing AMERICA with a written letter stating the members’ intent to cancel the agreement accompanied by the membership card. The effective day of the cancellation will be when finished the grace period of the month that AMERICA receipt of Members’ cancellation letter. If the member cancels their membership within the first 30 days after the effective date of enrollment in the plan, AMERICA will reimburse to the cancelling member and receive a 100.0% refund, other than the one time processing fee.

**MEMBERS AGREEMENT**

1. As a member you are a participant in a Discount Medical Program (Plan). Below are the terms and conditions of your membership.
2. This Membership Agreement is effective as of the date you receive your identification card and shall continue as stated on your enrollment form, “monthly”, “semi-annually” or “yearly”, until the company is notified of your cancellation.
3. The Charge for participation in the plan is on your enrollment form.
4. Except for Additional Benefits, AMERICA Members may make an appointment directly with a Participating Physician.
5. Appointments for Additional Benefits may only be made performed through the Company AMERICA.
6. Members are responsible for presenting an AMERICA Identification Card at the time services are to be rendered.
7. If you request or need to use medical services prior to receiving Membership ID cards, Members may present a copy of the their enrolment application Member which will be verified by the Participating Provider prior to providing services.

**ADDITIONAL BENEFIT**

1. Additional Benefits begin 30 days after the Member’s affiliation effective date. The Member can obtain certain DMPO Covered Services without being subject to a copayment. AMERICA has design a FREE Additional Benefits Individual and not transferable per member per contract year. towards laboratory and diagnostic services.

**DISCLOSURES**

1. **This is NOT an insurance policy;**
2. T**he Plan provides discounts certain** [healthcare providers](http://www.accessonedmpo.com/member_agreement_outside_florida.php) **for medical services. The Plan** **does not make payments directly to the providers of medical services;**
3. **The Plan member is obligated to pay for all healthcare services but will receive a discount from healthcare providers who have contracted with** **the discount plan organization.**

**INFORMATION**

1. You may find a list of participating providers at: [**www.americafirstchoice.com**](http://www.americafirstchoice.com)or you may call: (305) 400 – 4841.
2. You will be able to apply plan discounts to all participating providers of each participating network.
3. This plan includes discounts for those items listed in the Member Section entitled “Benefits Description” The discount for any service provided under the plan may go to as much as 50%. The Benefit Description(s) becomes part of this Membership Agreement.
4. You will be billed at the time of service by the participating provider who will apply the applicable discounts to that bill. In no instance can the company make payments directly to the provider on your behalf.
5. Your participation in the plan will continue as stated on your enrollment form, “monthly”, “semi-annually” or “yearly”, upon payment of your dues and shall cease upon (i) your failure to make the payment; or (ii) notification in writing (USPS, email or facsimile) of you desire to cancel.
6. You have the right to cancel participation in the program at any time. If you do so within 30 days after the effective date of enrollment in the plan, you will receive a full refund of all fees and or dues paid to participate in this plan less the non-refundable enrollment fee. After the first thirty (30) days, you may cancel participation at any time and if you have pre-paid any membership fees, the prepayment will be refunded on a pro-rata basis for months you have not used. Notification must be received at least five (5) business days in advance of the next billing cycle for you not to be charged for that billing cycle.
7. The company may terminate your participation in the plan if you fail to make your membership payment when due.
8. This plan includes you or you and all members of your household (you your spouse and legal dependants). You are not required to list your dependants to participate in the plan. You may add dependants or additional members of your household by calling AMERICA at  (305) 400 – 4841.
9. If you have a complaint regarding the plan you may go to [**http://tinyurl.com/6efehsb**](http://tinyurl.com/6efehsb)or call (305) 400 - 4841. You may also write to SMART HEALTH CHOICE ACCESS ONE, Inc. 6923 NW 77 Ave. Miami, Fl. 33166. The complaint will be addressed and you will receive a response within 15 days.
10. This Agreement and its Benefit Descriptions represent the entire agreement between you and AMERICA and supersede all other prior representations, statements, or written agreements between you and AMERICA.
11. **FOR ARKANSAS, ILLINOIS, MARYLAND, NEBRASKA, NEW YORK, SOUTH CAROLINA, TENNESSEE, TEXAS & WEST VIRGINIA RESIDENTS, SEE REGULATIONS**
12. **This plan is not available in the following states** **AK, CT, MT, NH, VT.**

**PAYMENT**

1. Members are responsible for making payment to the providers at the time services received.
2. Payments should be made before the 25th day of each month.
3. Payment forms may be used:
   1. Month to Month (Coupons)
   2. Bank Draft or
   3. Electronic withdrawal.

Monthly Coupon Payments is subject to an additional monthly $ 5.00 Fee.

1. It is the responsibility of the Member to make your monthly payment by the due day to keep your coverage in force.
2. Every application must be accompanied by check or money order for the full payment, except for Credit Card or Debit Card payment methods. The registration fee applies to all payments methods.
3. Bank Withdrawal (Bank Draft) cannot be used as a payment method for the 1st payment.
4. If Bank Withdrawal payment method is elected, it is necessary to request a voided check.
5. Members who fail to pay after grace period (15 days) will be cancelled and the individual may request to be reinstated
6. Grace Period: The Member has a 15 day grace period in which to make payment. During the grace period, the agreement stays in force.
7. In case of insufficient funds, stopped payment or other payment cancellations affecting the receipt of payment due, the Member shall indemnify the Company in the amount due in order to continue receiving services and stop the cancellation of the affected agreement.

**ADDITION, MODIFICATION OR CANCELATION**

1. Any addition, modification or cancellation of Membership or application must be in writing signed by the principal applicant. Member Change Form must be completed and sent to AMERICA.
2. Members may cancel their Membership at any time without restriction. If cancellation occurs within the first 30 calendar days from the date shown on the application, we will refund the amount paid for the initial period charge, excluding Registration Fee.
3. The cancellation of the plan or adding of Member or Members shall be in writing, duly signed by the principal applicant, (Member Change Form) which will be sent by fax, immediately after making the application, or may also be downloaded via the internet by Members. The effectiveness of the application shall be made immediately after the company receiving the application document, duly signed by the principal applicant. In case of adding Members, they will have to comply with the period of 1st day of the month to begin receiving services as well as to the terms set by the company for any other services subject to time.

**PRIVACY**

1. AMERICA does not provide Member information to an entity outside their provider network, unless authorized by the Member for a specific need.
2. When contacting the company, the Member must be identified as a Member of AMERICA. Membership information will be provided only to the members, except minors whom are to be provided by parents, guardians or persons in charge.
3. In all cases before providing any service or information to Members will be asked information about your Member number, social security, phone number, address, date of birth, Members of the plan or other aspects that allow the Customer Service or other Department to identify client requesting the information.
4. In no case will we provide information regarding different people to whom the request. Except parents on minor children.
5. All Members’ personal information is strictly guarded and filed in accordance with HIPAA Privacy regulations.
6. The relationship between AMERICA and its Members are governed by policy documents issued by AMERICA upon acceptance of the Member and receipt of payment.
7. All member information are strictly guarded and filed, according to HIPAA regulations, with access to it only by persons designated in a timely manner for such purposes within the company.
8. All the company's information documents can be downloaded via the Internet directly by the Members, To access these documents as username must place the number on the copy of the application received and password will be the four-digit from the date of birth of main applicant.

**CHARGE AND FEES**

1. Monthly Price Plan selected does not vary during the time that Members remain active and maintain the same benefits.
2. Every application has a cost of $ 30.00 Registration, which is paid once, regardless of number of Members on the Plan.
3. Copayments and discounts for Services may be changed without prior notice.
4. The prices of services have been established for the place where you received the services, not by place of residence.

**EXCLUSIONS AND LIMITATIONS**

1. Plan Exclusions and limitations are set forth in the Company documents. According the Plan Selected. DMPO doesn’t have exclusions and limitations, except for terminal, critical or chronic illness

**CONTACT US**

1. All the company's information documents can be accessed on line.
2. Members may contact the company by email and we will respond to such communication either by the same via or telephone, as appropriate within 24 - 48 hours.
3. Members must report directly to the company any changes to their eligibility.
4. Members agree that **AMERICA** send information on general insurance on line, by mail or by phone.

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| **Printed Name: Principal Applicant and Signature** |