**MEMBERSHIP SUBSCRIPTION AGREEMENT**

**[INSERT MEMBER NAME]**

**MEMBERSHIP SUBSCRIPTION AGREEMENT**

This MEMBERSHIP SUBSCRIPTION AGREEMENT (hereinafter “this or the Agreement”) is entered into on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_ **BETWEEN:**

1. **CHECKUPS MEDICAL CENTRE LIMITED,** a limited liability company duly incorporated in the Republic of Kenya having its registered office at General Accident House, Rear Block, Ralph Bunche Road, Upper Hill, Nairobi and of P.O. Box Number 38127-00100, NAIROBI (hereinafter referred to as “the Service Provider” which expression shall where the context so permits include its successors and assigns) of the one part; **AND**
2. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** of P.O. Box Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and I.D. Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “the Member”) of the other part.

**WHEREAS:**

1. The Member is seeking a medical service that offers access to quality outpatient medical services, including consultations, laboratory, diagnostic and medication, either in-person or remotely;
2. By subscribing, the Member wishes to procure access to on-demand outpatient medical services for himself/herself/itself;
3. The Service Provider is a registered and licensed Medical Outpatient Level 3 clinic with the Kenya Medical Practitioners and Dentists Council (KMPDC), with a laboratory duly authorized by the Kenya Medical Laboratory Technologists and Technicians Board (KMLTTB), an authorized retailer of medicines with the Pharmacy and Poisons Board of Kenya (PPB), and medical and nurse service staffed by licensed professionals as per their respective professional bodies; and
4. The Service Provider is willing and capable of providing the said outpatient services, in-person or via remote consultations, and for this purpose has agreed to offer membership privileges to the Member, and shall, subject to the terms and conditions of the Agreement provide services within its scope, capabilities and resources to the Member.

**NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:**

1. **PARTICULARS OF SUBSCRIPTION**

|  |  |
| --- | --- |
| **SUBSCRIPTION NUMBER:** | [INSERT MEMBER ID] |
| **EFFECTIVE DATE:** | Date of payment of the subscription fee in full |
| **MEMBER NAME:** | (INSERT NAME] |
| **ADDRESS OF THE MEMBER** | P.O. BOX  00100 - NAIROBI GPO  Nairobi  Nairobi County |
| **PERIOD OF SUBSCRIPTION** | **START DATE:** Date of payment of the subscription fee in full.  **END DATE:** The date 365 days from the **START DATE** |
| **PACKAGE PURCHASED** | [INSERT NAME OF SPECIFIC PACKAGE] |
| **SUBSCRIPTION FEE PAYABLE** | As per the membership fee for each Membership level. |
| **CURRENCY:** | Kenya Shillings |
| **GOVERNING LAW:** | Laws of Kenya |
| **PROPORTION OF EXPENSES COVERED:** | 1. 100% of approved consultations with clinical officers, GP and Specialists Services specific to the level of membership. |
| 2. 100% of the provider recommended Essential or Enhanced Laboratory Tests specific to the level of membership. |
| 3. 100% of the amount capped under the Pharmacy Expenditure specific to the level of membership. |

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| The Service Provider liability only extends to the amounts specified in Schedule 6 |

1. **LOCATIONS WHERE SERVICES ARE OFFERED**
2. Tele-consultations via voice or video phone calls;
3. CheckUps Medical Centre – Upper Hill, General Accident House, Rear Block, Ralph Bunche Road, Nairobi;
4. CheckUps Medical Centre - JKIA, Airport Trade Centre, 1st floor next to Four points by Sheraton, Nairobi;
5. XPRESSCHECK Medical Centre, 10 Lusaka road, DRS House, opposite AutoExpress;
6. CheckUps Mobile clinic Bus; and
7. Home or work-place dispatch services and Medication delivery services within the approved geographic areas.
8. **OPERATING HOURS**

Operating hours for in-person services will be from 7 am to 7 pm on Monday to Sunday . Call centre services are 24/7, Monday to Sunday.

1. **PACKAGES OFFERED**
2. **CLASSICare Membership Subscription**
3. **Unlimited Number of consultations;**

Members who subscribe to this package are eligible for unlimited number of visits either through tele-consultation or in-person at the approved facilities listed above. The members will have access to the designated medical personnel on duty during the operating hours.

1. **Vision Screening**

This service is available at approved facilities for all the subscribed members. The Service Provider encourages members to have the test done to detect any anomalies early. These services are offered by appointment only.

1. **Hearing Screening**

This service comprises of digital audiometry screening and is available at an authorized facility for all subscribed members. The Service Provider encourages minors and adults exposed to sound pollution to have the test done to detect any anomalies early in advance. These services are offered by appointment only.

1. **Essential Laboratory Tests**

These are crucial laboratory tests that assist medical professionals in determining a diagnosis. Tests listed in the essential laboratory test list in Schedule 1 are non-billable to members upon request by the in-house doctor. Tests not listed on the essential list are billable upon request by the doctor. The Service Provider will extend laboratory services deemed as essential to members with this package.

1. **Nutrition Assessment**

Every member is encouraged to make use of this service to live a healthier life.

1. **SMARTCare Subscription Package**
2. **Unlimited Number of consultations**

Members who subscribe to this package are eligible for unlimited number of visits either through tele-consultation or in-person at the approved facilities listed above. The members will have access to designated medical personnel on duty during the operating hours.

1. **Vision Screening**

This service is available at approved facilities for all the subscribed members. The Service Provider encourages members to have the test done to detect any anomalies early. These services are offered by appointment only.

1. **Hearing Screening**

This service comprises of digital audiometry screening and is available at an authorized facility for all the subscribed members. The Service Provider encourages minors and adults exposed to sound pollution to have the test done to detect any anomalies early in advance. These services are offered by appointment only.

1. **Essential Laboratory Test**s

The Service Provider will extend laboratory services deemed as essential to members with this package.

1. **Nutrition Assessment**

Every member is encouraged to make use of this service to live a healthier life.

1. **Outpatient Pharmacy Access**

Members subscribed to this package have access to pharmacy services and medicines listed on the essential medicines list in Schedule 2 up to KES 5,000 per subscription year. Any other medicines, not listed by exact name or in the event the member needs medicines in excess of the allocation, will be subject to the Service Provider’s customary charges. A 15% discount on the prevailing market rates may be offered.

1. **Other Outpatient Services**

The Service Provider will extend other outpatient benefits for members with this subscription as follows:

1. Two home care visits;
2. Mental health assessment;
3. Complimentary annual wellness check-up;
4. Pre-employment check-ups where applicable;
5. Well baby clinic (for baby friendly vaccines subject to the pharmacy limit above);
6. Four Antenatal visits;
7. Minor day case procedures; and
8. Drug delivery facilitation.
9. **Dispatch Services**

The Service Provider will extend free dispatch services to members within a radius of 20km from the applicable authorized facility within Nairobi County. Members seeking dispatch services outside this geographical scope will cater for charges relating to the same.

1. **DELUXECare Subscription Package**
2. **Unlimited Number of consultations**

Members who subscribe to this package are eligible for unlimited number of visits either through tele-consultation or in-person at the approved facilities listed above. The members will have access to the designated medical personnel on duty during the operating hours.

1. **Vision Screening**

This service is available at approved facilities for all the subscribed members. The Service Provider encourages members to have the test done to detect any anomalies early. These services are offered by appointment only.

1. **Hearing Screening**

This service comprises of digital audiometry screening and is available at an authorized facility for all the subscribed members. The Service Provider encourages minors and adults exposed to sound pollution to have the test done to detect any anomalies early in advance. These services are offered by appointment only.

1. **Essential Laboratory Test**s

The Service Provider will extend laboratory services deemed as essential to members with this package.

1. **Nutrition Assessment**

Every member is encouraged to make use of this service to live a healthier life.

1. **Outpatient Pharmacy Access**

Members subscribed to this package have access to pharmacy services and medicines listed on the essential medicines list in Schedule 2 up to KES 10,000 per subscription year. Any other medicines, not listed by exact name or in the event the member needs medicines in excess of the allocation, will be subject to the Service Provider’s customary charges. A 15% discount on the prevailing market rates may be offered.

1. **Specialists Consultations Services**

Members subscribed to this package will have access to TWO of the Service Provider’s in-house panel of specialists ranging from OBS/GYN, Paediatrics, Cardiology, Counselling/Psychology, Gastroenterologists and ENT. The service offered under this package is consultation services only. Any treatment recommended outside this scope of consultations will be subject to out of pocket payments and applicable discounts shall be offered to members depending on the type of service or procedure.

1. **Physiotherapy**

Physiotherapy is equivalent to a specialist consultation at one of our approved therapists’ offices. This service will be offered on the basis of recommendation from the medical providers and shall be limited to 2 sessions per subscription period. Any extra sessions needed will be catered for by the member out of pocket.

1. **Other Out-patient Services**

The Service Provider will extend other outpatient benefits for members with this subscription as follows:

* 1. Four home care visits;
  2. Mental health assessment;
  3. Complimentary annual wellness check-up;
  4. Pre-employment check-ups where applicable;
  5. Well baby clinic (for baby friendly vaccines subject to the pharmacy limit above);
  6. Six Antenatal visits;
  7. Minor day case procedures (Circumcisions, suturing, wound care, injections, etc); and
  8. Drug delivery facilitation.

1. **Dispatch Services**

The Service Provider will extend free dispatch services to members within a radius of 20km from the applicable authorized facility within Nairobi County. Members seeking dispatch services outside this geographical scope will cater for charges relating to the same.

**When a member reaches limitations in accessing the services included under a given membership, it shall be the Service Provider’s responsibility to communicate the same and manage limits.**

1. **SERVICES OUT OF SCOPE**

The subscription packages listed above shall not include the following:

1. **Inpatient treatment**

The Service Provider is only authorized to provide outpatient services. As such it shall not offer surgical care, maternity and any other services which are within the scope of approved inpatient providers. Members requiring inpatient services shall be referred as per medical guidelines to a facility of their choice.

1. **Expenses directly incurred by a member at another facility**

The Service Provider shall not extend any reimbursements or refunds for any services incurred at any other medical facilities. The membership services are only authorised within the approved facilities.

1. **Branded Medicines, Laboratory tests and Diagnostics not included on the Essential lists**
2. Branded Medicines refer to drugs sold by a drug company under a specific name or trademark and that are protected by patent. These medicines are not covered under the Outpatient Pharmacy Access limb of the subscription packages. Members seeking these medicines will be billed at the prevailing discounted prices and members will be required to pay out of pocket or use their insurance cover, if applicable.
3. Diagnostic tests are a type of test used to help diagnose a disease or condition. These include but are not limited to X-ray, Ultrasound, and ECG, which are included for use by members under the subscription packages upon request by the doctor. MRI and CT Scan services are not included as diagnostic services for any membership package. These and other non-included diagnostic tests shall be paid for by the Member out of pocket upon request by a doctor and the Member can opt whether or not to get the tests done at a partner site.
4. Any laboratory or diagnostic service or drug outside the list of drug or laboratory formularies annexed as Schedule 2 and Schedule 3 respectively will be billable and will be subject to the Service Provider’s normal retail rates plus applicable discounts. The Service Provider will extend a 15% discount on drugs and 30% discount on laboratory and diagnostic tests.
5. **Facility Access Limitations**

The membership subscription services will only be available at the approved locations listed above.

1. **FEES AND CHARGES**
2. The Service Provider shall be entitled to charge a subscription fee as a MEDICAL SERVICE at the net price (the price actually charged to the scheme members does not include value added or other sales tax or any other billable service not included in the membership package) for the specific membership type.
3. The subscription fees for the various membership types are as follows:
4. **CLASSICare** Members: Ksh 4,850 per year;
5. **SMARTCare** Members: Ksh 8,800 per year; and
6. **DELUXECare** Members: Ksh 20,300 per year.
7. The Service Provider reserves the right to adjust its fees and charges from time to time upon the giving of a notice of one (1) month to the Member of that intent prior to adjustment.
8. The Service Provider shall invoice the Member on the basis of the prevailing fees and charges at any given time for the membership level selected.
9. The invoices shall be delivered by the Service Provider via the online registration system. Provided that there are no queries or concerns on the invoices by the Member, the Member shall settle such fees at the time of subscription.
10. Where the Member has any queries or concerns concerning the invoices, the Member shall be required to communicate such queries or concerns within twenty one (21) calendar days of receipt of the invoice and the Service Provider shall be required to respond to such queries or concerns within twenty (21) calendar days of receipt of them. Upon satisfactory response and settlement of the query or concern, the Member shall be required to settle the queried, and where necessary amended, invoice within fifteen (15) days.
11. The Service Provider shall not accept any cash payments. All payments shall be made either through the Service Provider’s M-pesa Paybill number or through debit/credit card or bank transfers.
12. A third party may pay for the Member’s subscription fee. The third party must indicate either in writing or in the Paybill Account field the name of the person they are paying for to become a member.
13. The Service Provider shall also provide a Utilization Report by or on the last day of every quarter. This Utilization Report shall provide a summary of the visits and services accessed by the Member as well as a list of billable and non-billable services used by the Member. It shall also track the cost and savings generated for the Member.
14. **TERMS AND CONDITIONS OF SERVICE**
15. **Membership**
16. A member is an eligible person(s) who has completed the Service Provider’s online membership subscription form, has provided the membership data required to be provided by the Service Provider and has received confirmation in writing from the Service Provider of the commencement of the subscription.
17. An eligible person is any person who has subscribed to membership. Persons with pre-existing medical conditions may subscribe to become members. Membership is also open to persons of all ages save that in the case of minors:
    1. The membership subscription form must be completed by a verified parent or guardian; and
    2. The parent or guardian must expressly consent to the processing of the minor’s personal and health data.
18. Schedule 4 to this Agreement specifies the identification and registration procedure and requirements that shall be a pre-requisite for access to service by members.
19. When applying, a person must provide unique member identifiers of any person included in the subscription application such as name, age, gender, home, physical or work address, identification (ID) Number and ID copy, birth certificates for children, etc.
20. The Member shall respond to any errors in information communicated to them within seven (7) calendar days of receipt of the information and shall ensure that all changes in personal information are submitted or notified to the Service Provider as soon as they arise. The Member may also update membership details by a call to the customer service line provided by the Service Provider.
21. The Member shall indemnify the Service Provider on or before judgment for all liabilities, costs, charges, expenses, judgments, settlements, compensation and other awards, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, fines, taxes and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) incurred or arising from any demands or any civil, criminal, administrative, investigative or other proceedings brought against the Service Provider on account of errors in membership information arising out of non-compliance with the said identification and pre-authorisation procedures and requirements or the provisions of this Agreement.
22. Subscription shall take effect ONLY after the membership data is provided and subscription fees paid in full.
23. **Acceptance and Validation**
24. The Service Provider reserves the right to reject an application for subscription.
25. If the application for subscription is accepted, the Service Provider shall issue a systems-generated unique member ID Number and a membership card at no cost.
26. In the event the membership card is lost or misplaced, the cost of providing another membership card shall be borne by the Member. The cost of card replacement shall be communicated from time to time and shall be paid through the Service Provider’s approved modes of payment.
27. At the end of an annual membership cycle the membership card shall expire and a new card shall be issued upon renewal of the subscription by the Member.
28. **Access to Services**
29. **Intake:** the Member shall request services either through the call centre or at the registration desk of one of the Service Provider’s facilities located as listed above. Intake involves speaking to a customer service representative who will direct the call to the doctor on duty.
30. **Clinical review**: the doctor on duty will review the details of the Member’s service request and any other information provided as well as any treatment previously offered and may advise accordingly or refer the Member to or consult with other providers as the case may be.
31. **Dispatch Orders**: This may entail a nurse visit, lab tech mobile collection or medication delivery, as the case may require.
32. Pharmaceutical, non-pharmaceutical and medical devices will only be prescribed by an approved medical professional subject to any member or financial limits set by the terms and conditions for each membership type.
33. Prescriptions will be sent to the Member via the Member’s email address or through the Member’s WhatsApp account, and a hard copy will be provided at the time of medication delivery.
34. Barring any Force Majeure event (hereinafter defined) or out-of-stock status of any orders, any orders made by or before 12 noon on a Business Day (that is, a day, other than a Sunday or public holiday in Kenya) whose delivery location is within Nairobi shall be delivered within eight (8) hours provided such delivery falls within the Service Provider’s Business Hours of 8 a.m. to 8 p.m. on Mondays to Fridays and 9 a.m. to 4 p.m. on Saturdays.
35. Any orders placed after 12 noon on a Business Day and any deliveries falling outside of the Service Provider’s Business Hours, will be delivered on the next Business Day.
36. In the event of delivery to a company, deliveries shall be made during the business hours of the company.
37. Where the delivery location is outside Nairobi, the orders shall be delivered within twenty four (24) Service Provider Business Hours of placing the order.
38. Where an order is placed on a day other than a Business Day, the order shall be deemed to have been received on the next following Business Day at 10 a.m.
39. All rush orders will incur a surcharge of Kenya Shillings One Thousand Five Hundred (Ksh 1,500) which shall be pre-paid by the Member at the time the order is being placed. A rush order is when a member requests for a delivery within 4 hours from when the order is placed.
40. **Follow-up:** Members will be followed-up via calls 24 hours, 7 days and 30 days post visit to ensure that they or the particular patient is improving.
41. Ongoing access to health literature through the Service Provider’s patient support programs will be offered to the Member as needed.
42. While the Service Provider will endeavour to inform the Member when a financial limit set by the Service Provider is close to being exceeded in any particular case, it will not suspend the supply of medication for financial reasons once started. In such instances, the Member shall be responsible for all costs above the available cover limit.
43. The Service Provider further undertakes to manage key restrictions or non-covered services based on the list provided by the Service Provider as Schedule 5 to this Agreement and as amended from time to time in writing.
44. **Out-of-Pocket Orders and Service Requests for non-covered services**
45. The Member may from time to time want to purchase prescription and non-prescription medicines that are not covered by the Service Provider, or the Member may have exhausted the allowable coverage for medicines, or the Member may want to purchase medicines for persons who are not members. All orders that do not meet the eligibility criteria as determined by the Member’s subscription package with the Service Provider shall be classified as OUT-OF-POCKET.
46. All Out-of-Pocket orders MUST be pre-paid before the member can be served. Out-of-pocket orders will be charged any applicable additional delivery charges prior to dispatch.
47. The Member will be required to provide a valid prescription or Lab Order Request Form before being served if the order includes a prescription medicine or lab tests from another service provider.
48. Requests for special medications, notably narcotics, anti-cancer medicines, contrast solutions, and special medical or surgical devices will require an internal review and approval in writing prior to fulfilling the order as the case may be.
49. **Return and Refund Policy**
50. Orders once delivered and delivery accepted cannot be returned. In the event that an item is found to be damaged or to have expired, it should be rejected at the time of delivery and returned.
51. The Service Provider will dispatch a replacement of the item so returned within the shortest time possible at no extra charge. The Service Provider may only rebate or refund the cost of that item where the Service Provider is unable to provide a replacement item within twenty four (24) Service Provider Business Hours of such return.
52. The Service Provider will not refund members for any orders that were delivered and accepted as satisfactory at the time of delivery.
53. **Subscription Agreement and Subscription Schedule (Benefits Summary)**
54. The Subscription Schedule is a detailed breakdown of services offered under each subscription package, otherwise also called the Product Schedule.
55. This Agreementand the Subscription Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Agreement or of the Schedule shall bear such specific meaning wherever it may appear.
56. **Confidentiality**
57. Any personal or health data which is required to be kept confidential or whose disclosure would prejudice the Member shall be kept confidential. The foregoing notwithstanding, the Service Provider may disclose to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Service Provider’s rights or carrying out its obligations under or in connection with this Agreement. The Service Provider shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the Member’s confidential information equally undertake to keep the information confidential.
58. The Service Provider may also disclose the Member’s personal and health data where it is required to do so by law, a court of competent jurisdiction or any governmental or regulatory authority.
59. Personal data shall have the meaning given in the Data Protection Act (Number 24 of 2019) as any information relating to an identified or identifiable natural person.
60. Health data shall have the meaning given in the Data Protection Act (Number 24 of 2019) as data related to the state of physical or mental health of the data subject including records regarding the past, present or future state of the health of the data subject, data collected in the course of registration for, or provision of health services, or data which associates the data subject to the provision of specific health services.
61. Data shall cease to be confidential if:
    1. it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Service Provider in breach of this agreement;
    2. it was available to the Service Provider on a non-confidential basis before disclosure by the Member;
    3. it was, is, or becomes available to the Service Provider on a non-confidential basis from a person who, to the Service Provider’s knowledge, is not under any confidentiality obligation in respect of that information; or
    4. the Member and the Service Provider agree in writing that the information is not confidential.
62. **Data Protection**

The Service Provider shall comply with all the obligations imposed on a data controller and processor under the Data Protection Act (Number 24 of 2019), including:

1. ensuring that it has all necessary notices and consents in place to enable lawful transfer or disclosure of the personal and/or health data of the Member to any medical personnel or third party authorized to receive the information for the purposes of this Agreement;
2. processing the personal and health data of the Member only for the purposes of this Agreement;
3. ensuring that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of any of the personal or health data of the Member and against accidental loss or destruction of, or damage to, any of the personal and health data; and
4. not transferring any of the personal or health data received from the Member outside of Kenya without the Member’s consent and only upon ascertaining that the transferee has in place appropriate and adequate safeguards for the protection of that data.
5. **Access to Medical Records**
6. Medical records and other personal and health data shall be stored in the Service Provider’s Electronic Medical Records System. A backup copy shall be stored with AfyaRekods, an approved, secure, independent and licensed medical records platform which allows members to access and share their medical records on demand.AfyaRekods is solely focused on secure data capture, storage, and real time access of the data and ensures mobility of the Member’s health data. Once the Member logs in with their personal security credentials, the Member can view and share results with other health facilities or health providers of their choice.
7. The Member shall also receive a medical report after each visit. The medical report shall provide full details of the visit and shall include patient complaints, vitals, symptoms, signs, doctor’s notes, lab test orders and results, diagnostic tests and results, prescription details, and any follow up notes. These medical reports will be generated by the Service Provider’s Electronic Medical Records System and sent to the Member’s registered email address or WhatsApp account number. The Member acknowledges and accepts that sharing these medical reports via email or the Member’s WhatsApp account shall not be and shall not be deemed to be a breach of confidentiality or privacy.
8. The Service Provider shall, where applicable and to the greatest extent possible, co-operate with the Member in the event that the Member requires copies of prescriptions and/or access to the Member’s prescription history related to orders filled by the Service Provider. Such co-operation shall however be guided and limited by professional, ethical and legal guidelines on confidentiality.
9. If access to records is required the following shall apply:-
   1. Provided that the Member personally requests for disclosure of medical information to medical personnel within or outside the institution and provided that the Member has given written consent, the Service Provider shall provide a legible and complete prescription history summary at the time of request and this summary shall be adequate for all medical-necessity related purposes;
   2. The medical records department of the Service Provider shall unless otherwise specified, be responsible for custody of the Member’s clinical notes and maintenance of confidentiality. An appropriately qualified staff of the Service Provider may access the Member’s notes provided that the person has proper identification and presents a copy of the Member’s written consent;
   3. The Service Provider’s staff may have supervised viewing of the prescription orders and related notes obtained in relation to the medication reconciliation and patient support services offered to the Member but shall not be permitted to take records or copies of the notes. Any matters or questions arising therefrom shall be directed to the clinician in charge of the Member’s care. A copy of the notes shall not be provided unless permission has been granted by the clinical director, the chief executive officer or in the event of a court order.
10. **Subscription Liability Period**

The liability of the Service Provider in respect of any contingency in any Period of Subscription giving rise to utility of a subscription benefit is limited to a period of one calendar year falling within that Period of Subscription with respect to the benefits as stated in the Schedule.

1. **COMMENCEMENT AND DURATION**

This Agreement will come into effect upon execution by both parties and fulfilment of any terms and conditions expressed herein as contingent to the application of this Agreement and shall continue, unless earlier terminated, for a period of one (1) year (hereinafter “the Term”) running contemporaneously with the Period of Subscription, and automatically renewable for further periods of one (1) year each with each membership renewal (hereinafter “the Extended Term(s)”).

1. **TERMINATION**
2. This agreement shall be terminated in the event of:-
3. Written notice by either party, subject to a ninety (90) day notification period;
4. Deregistration or cancellation of the Service Provider’s licence by the relevant licensing authority;
5. An order being made or an effective resolution being passed for the winding up of the Service Provider; or
6. A receiver, liquidator, administrator, trustee, sequestrator or similar officer being appointed over all or any of the material assets of the Service Provider.
7. Upon termination, all undisputed outstanding amounts due to the Service Provider shall be payable in full not later than thirty (30) days from the date of termination. Any subscription fee paid by the Member but not utilized as at the time of termination shall be refundable to the Member within thirty (30) days from the date of termination, without interest and net of any outstanding debt.
8. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
9. **NOTICES AND COMMUNICATION**
10. Communication shall be through any of the following means: telephone, electronic-mail, post or hand delivery.
11. Any notice to be given by the Service Provider to the Member under this Agreement may be given by sending the same by pre-paid post or by the quickest mail available including electronic mail addressed to the Member at its address as given during membership registration or at such other address for the purpose as the Member may have notified the Service Provider in writing or by delivering the same by hand to the Member at any home, physical or work address provided.
12. Any notice by the Member to the Service Provider under this Agreement may be given by sending the same by pre-paid post or by delivering the same by hand to the Service Provider’s address given at the beginning of this Agreement.
13. Any notice given as per the foregoing clauses shall be deemed to have been served seven (7) days after it was posted or on the day on which it was delivered by hand or sent by electronic mail as aforesaid provided that in the case of electronic mail, a hard copy of such notice shall forthwith be sent by pre-paid post or hand delivery.
14. As the parties are aware, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe for use. As such, no party shall have any liability to the other arising from, or in connection with electronic transfer of communication and information to the other.
15. **FORCE MAJEURE**
16. Force Majeure means any event or circumstance not in a party's reasonable control that prevents a party from performing its obligations under this agreement for any continuous period of three (3) months and could include acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination, or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident or any labour or trade dispute, strikes, industrial action or lockouts.
17. The Service Provider shall not be in breach, default or responsible for any injury, damage or loss arising out of or in connection with a Force Majeure event and any time limits laid down in the Agreement for the performance of any obligations which are affected by Force Majeure shall accordingly be extended by a period equal to that during which the Force Majeure events are operating.
18. Upon the occurrence of any such Force Majeure event causing delay, the Service Provider shall immediately give the Member notice in writing of such event and its effect on the Service Provider. The Service Provider shall further give notice in writing to the Member upon the cessation of any such event.
19. During the continuance of such Force Majeure, the parties may consult and agree on necessary or alternative arrangements for further implementation of the Agreement. In case such further implementation is unforeseeable and/or impossible then both parties shall arrange for the termination of the Agreement it being understood that each party shall have fulfilled its contractual obligations so far as they have fallen due prior to such termination.
20. No indemnity shall be claimed by the Member in case of Force Majeure.
21. **ASSIGNMENT**
22. This Agreement is personal to the Member and the Member shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
23. The Service Provider may assign or subcontract any or all of its rights and obligations under this Agreement to a member of its Group or to an Affiliate. Group in relation to the Service Provider means any subsidiary or holding company from time to time of the Service Provider, and any subsidiary from time to time of a holding company of the Service Provider. Affiliate in relation to the Service Provider means any entity that directly or indirectly controls, is controlled by, or is under common control with the Service Provider from time to time.
24. **SURVIVAL**

Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

1. **WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

1. **WARRANTY BY MEMBER**

The Member warrants that before signing this Agreement, it has made available to the Service Provider all the information which is relevant and/or important to the Service Provider for its appraisal of the Member’s application for membership and that the person who signs the Agreement is authorised to do so and the Agreement is legally binding on the Member.

1. **VALIDITY AND ENFORCEABILITY**

If any of the terms or conditions of this Agreement are proved to be, wholly or partially, invalid or unenforceable, this shall not affect the validity or enforceability of the other terms and conditions of the Agreement. In such a case, the parties hereto shall expeditiously replace such invalid or unenforceable term or condition by another, being in effect as nearly similar to the original term or condition as possible.

1. **VARIATION**

No alteration, waiver or modification of the terms of this Agreement (including the Schedules) shall be valid unless signed by a director of the Service Provider and by the Member or any person authorised by the Member.

1. **GOVERNING LAW**

This Agreement shall be governed by the laws of the Republic of Kenya.

1. **DISPUTE RESOLUTION**

Disputes, if any, shall be resolved as follows:-

1. Through amicable negotiation and settlement by senior management of the Service Provider and the Member or failing that;
2. By a court of competent jurisdiction in the Republic of Kenya.
3. **ENTIRE AGREEMENT**

This agreement shall constitute the entire agreement between the parties hereto and no statement or representation or warranty made verbally or contained in any correspondence, brochures, pamphlets, or otherwise howsoever shall give rise to any legal liability whatsoever on the part of the Service Provider.

**SCHEDULE 1**

**ESSENTIAL & ENHANCED LABORATORY TEST LIST**

**A. Eligible Essential Tests**

* Random Blood Sugar
* Full Blood Cell Counts (5-parts)
* C-reactive Protein (CRP)
* Erythrocyte Sedimentation Rates (ESR)
* Lipid profile
* Urinalysis
* Stool analysis
* Malaria tests
* Salmonella tests
* VDRL
* HIV
* H. pylori Antigen tests
* Urethral/Vaginal swab microscopy

**B. Enhanced Tests Eligible for Deluxe members**

* HbA1c
* Kidney function tests
* Liver function tests
* Rheumatoid Factor
* Hs-CRP
* Myoglobin
* Micro-Albumin
* Electrolytes
* Uric Acid
* PSA
* Pap smear

**C. Eligible Diagnostic Tests**

* X-ray
* ECG
* Ultrasound
* Vision screening
* Hearing screening

**SCHEDULE 2**

**ESSENTIAL MEDICINES LIST**

**A. ANALGESICS**

* CIPLADON 1G
* COSMOL 500MG TABS
* CETAMOL 500MG TABS
* CALPOL SYRUP 100MLS
* COSMOL SYRUP 100MLS
* TORY 90MG(ETORICOXIB)
* DICLOMOL SR TABS (SUSTAINED RELEASE DICLOFENAC)
* BRUSTAN SYRUP
* BRUSTAN TABS
* DAPROFEN SYRUP
* IBUCOS 400MG TABS-COSMOS
* IBUCOS 200MG TABS-COSMOS
* IBUCOS SUSPENSION-COSMOS
* CYCLOPAM P TABS
* APIGESIC PLUS(PCM+ACECLOFENAC)-COSMOS
* APIGESIC FORTE(PCM/ACECLOFENAC/CHLORZOXAZONE)-COSMOS

**B. HYPERTENSION MEDS**

* VARINIL 5MG
* VARINIL 10MG
* CARDITAN 50
* CARDITAN H
* CARDINOL 100MG
* CARDINOL 50MG
* VIDOL 12.5
* VIDOL 6.25
* CARDISPIRIN 75
* CARDACE 10MG

**C. ANTIHISTAMINES**

* ZYNCET TABS
* ZYNCET SYRUP
* CATCHET TABS
* LORATINFAST TABS

**D. TOPICAL CREAMS / OINTMENTS / LINIMENTS**

* CANDID B CREAM
* VOLINI GEL(DICLOFENAC)
* XTRADERM CREAM
* PANORUB CREAM
* ONCOSIL CREAM
* MOMATE OINTMENT

**E. NASAL DECONGESTANTS/FLU COMBO MEDS/LOZENGES/MOUTH GARGLESCANDID B CREAM**

* KARVOL
* FLUGONE CAPSULES
* STREPSILS HONEY AND LEMON (5 PAIRS)
* REMIDIN MOUTHWASH
* FLONA NASAL SPRAY

**F. EAR/NOSE/THROAT AND EYE DROPS**

* CEPROLEN D
* PROBETA N
* DEXTRACIN DROPS

**G. STEROIDS AND STEROID+ANTIHIST COMBO**

* PREDNISOLONE 5MG TABS
* PREDNISONE 5MG TABS
* CELABET TABS

**H. COUGH SYRUPS**

* BROMSAL EXPECTORANT 100MLS-COSMOS
* DELASED DRY COUGH
* DELASED WET COUGH
* DELASED PAEDIATRIC
* DELASED DRY NON-DROWSY
* BROZELIN SYRUP
* BROZEDEX SYRUP
* PIRITON EXPECTORANT
* RHINATHIOL PROMETHAZINE

**I. CHOLESTEROL MEDS**

* AVASTATIN 10
* AVASTATIN 20MG

**J. GIT MEDS**

* OMEPRAZOLE 20MG CAPSULES
* NILACID
* ESOMAC 40MG
* ESOMAC 20MG
* ENO TABLETS
* ENO SACHETS
* ULGICID SUSPENSION
* LOPERAMIDE(CORAMIDE)
* ORS PLUS ZINC(COSMOS)
* COSFLORA PROBIOTIC SACHETS
* PROMETHAZINE 25MG TABS
* LACTULAC
* FYBOGEL
* BICOLAX (BISACODYL 5MG TABS)-COSMOS

**K. DIABETES MEDS**

* GLUCOMET 500MG
* GLUCOMET XR 500MG
* GLUCOMET 850MG
* GLUCOMET 1G
* GLUCOMET XR 1G

**L. ANTIBIOTICS**

* CIROCOS 500MG(CIPROFLOXACIN) TABS-COSMOS
* CLARICOS 500MG(CLARITHROMYCIN)-COSMOS
* CLARICOS 125MG DRY POWDER SUSP-COSMOS
* ZITHROX 500MG TABS
* ZITHROX 200MG/5MLS SUSP
* PLAZO 500MG TABS
* COSIL 625MG
* COSIL 1G SYSRUP
* FLAMOX SUSPENSION 250MG/5MLS-COSMOS
* FLAMOX CAPS 500MG CAPS-COSMOS
* ZOLIDON 500MG TABS(CEFUROXIME)-COSMOS
* ZOLIDON DRY POWDER 15MG/5MLS-COSMOS
* AMOXIMED SYRUP
* COSIL 228 SYRUP
* METROZOL 400MG(COSMOS)
* COSATRIM DS TABS(COSMOS)
* NITROFURANTOIN TABS(COSMOS)
* AZIFINE TABS (COBINATION KIT)
* GRISEOFULVIN 500MG/250MG/125MG
* ONCOSIL 250MG TABS
* LONART DS TABS
* LONART 20/120MG SUSPENSION
* DICONAZOL 200MG TABS (COSMOS)
* CANDID V3 PESSARIES
* TAGERA FORTE
* DAZOLIC 500MG TABS
* CYCLOVIR 400MG TABS-COSMOS
* DABORAL 250MG TABS-COSMOS

**SCHEDULE 3**

**ESSENTIAL DIAGNOSTICS LIST**

**XRAYS EXAMINATION**

SKULL XRAYS SKULL AP/LAT

* + - * + SKULL AP/LAT + ADDITIONAL VIEWS
        + FACIAL BONES
        + NASAL BONE
        + MASTOIDS
        + PARANASAL SINUSES
        + POST NASAL SPACE ADENOIDS (FOR CHILDREN)
        + TMJ

SPINE XRAYS - CERVICAL

* CERVICAL SPINE AP/LAT
  + - * + CERVICAL SPINE AP/LAT/OBLIQUE
        + CERVICAL SPINE WITH EXT/FLEX
        + NECK SOFT TISSUE

- THORACIC

* THORACIC INLET
  + - * + THORACIC SPINE AP/LAT
        + THORACIC SPINE AP/LAT/OBLIQUE
        + THORACIC SPINE WEIGHT BEARING
        + THORACIC SPINE WITH EXT/FLEX
        + STERNUM

- LUMBAR

* LUMBAR SPINE AP/LAT
* LUMBAR SPINE AP/LAT/OBLIQUE
* LUMBAR SPINE WEIGHT BEARING
* LUMBAR SPINE WITH EXT/FLEX
* SACCRUM/COCCYX
* WHOLE SPINE

CHEST XRAYS CHEST AP/PA

* + - * + CHEST AP/PA/OBLIQUE
        + CHEST AP/PA/LAT
        + CHEST APICAL
        + CHEST LORDOTIC
        + CHEST DECUBITUS

ABDOMINAL XRAYS ABDOMEN AP/SUPINE

* + - * + ABDOMEN SUPINE AND ERECT
        + ABDOMEN DORSAL DECUBITUS (SHOOT THROUGH)

PELVIC XRAYS PELVIS

* + - * + SACRO-ILLIAC JOINTS
        + PELVIS OBLIQUE
        + HIP AP/LAT
        + BILLATERAL HIP JOINTS
        + HIPS WEIGHT BEARING
        + PELVIMETRY

UPPER EXTREMITIES XRAYS FINGER AP/LAT

* + - * + HAND AP/OBLIQUE
        + BOTH HANDS
        + WRIST AP/LAT
        + BOTH WRISTS
        + FOREARM AP/LAT
        + BOTH FOREARMS
        + ELBOW AP/LAT
        + BOTH ELBOWS
        + HUMERUS AP/LAT
        + BOTH HUMERI
        + SHOULDER AP/LAT
        + BOTH SHOULDERS AP/LAT
        + SHOULDER AP/LAT/EXTERNAL/INTERNAL ROTATION
        + XRAY SCAPULAR
        + XRAY BOTH SCAPULAE
        + STERNO-CLAVICULAR JOINT
        + XRAY CLAVICLE
        + BOTH CLAVICLES

LOWER EXTREMITIES XRAYS FEMUR AP/LAT

* + - * + BOTH FEMORA
        + KNEE JOINT AP/LAT
        + BOTH KNEE JOINTS
        + KNEE JOINT WITH SKYLINE
        + BOTH KNEE JOINTS WITH SKYLINE
        + TIB/FIB (LEG)
        + BOTH TIB/FIB
        + ANKLE JOINT
        + BOTH ANKLE JOINTS
        + FOOT
        + BOTH FEET
        + TOE
        + CALCANEUM

SPECIAL EXAMS

* H.S.G (HYSTEROSALPINGOGRAM)
* I.V.U (INTRAVENOUS UROGRAM)

EXTRA IMAGES/REPORT XRAY EXTRA FILM PRINTING/PAPER REPORT

* XRAY EXTRA DVD IMAGING (K-KPACS)/PAPER REPORT
* XRAY EXTRA DVD IMAGES AND REPORT (MiPUBLISHER)
* XRAY EXTERNAL IMAGES REPORTING

ECG

ULTRASOUND

* PELVIC ULTRASOUND
* ABDOMINAL ULTRASOUND
* ABDOMINAL PELVIC
* OBSTETRIC SCAN

**SCHEDULE 4**

**IDENTIFICATION AND REGISTRATION PROCEDURE AND REQUIREMENTS**

**SCHEDULE 5**

**KEY RESTRICTIONS AND NON-COVERED SERVICES**

**SCHEDULE 6**

**LIMITATION OF LIABILITY CAPS**

**IN WITNESS** whereof the parties hereto have executed this Agreement:

SIGNED for and on behalf of the **SERVICE PROVIDER** )

**CHECKUPS MEDICAL CENTRE LIMITED** )

By a Director: )

)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

)

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

**In the presence of:**

)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

)

Position/Occupation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

)

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

)

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

)

On the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_ )

SIGNED for and on behalf of the **MEMBER**  )

)

)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

)

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

)

**In the presence of:**

)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

)

Position/Occupation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

)

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

)

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

)

On the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_ )