



MEMBERSHIP ENROLLMENT FORM

MEMBER INFORMATION		
First Name	Last Name	
Employer	DOB <small>mm/dd/yy</small>	
Employee Street Address		
City	State	ZIP
Home Phone	Work Phone	
Cell Phone	Email	

ADDITIONAL MEMBERS		
Name	DOB <small>mm/dd/yy</small>	Relationship
Name	DOB <small>mm/dd/yy</small>	Relationship
Name	DOB <small>mm/dd/yy</small>	Relationship
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Name	DOB <small>mm/dd/yy</small>	Relationship
Name	DOB <small>mm/dd/yy</small>	Relationship

I hereby apply for benefits under the Sterling Urgent Care Membership Program. I verify that the information on this enrollment form is accurate and complete. I understand that this is a 12 month contract with an early termination fee as outlined in the Terms and Conditions. I have read and understand the Terms and Conditions of the Membership Program included in this packet and agree to participate in the Membership Program under such Terms and Conditions. All participating Sterling Urgent Care sites are included in this packet.

MEMBER AUTHORIZATION	
Signature	Date

(EXHIBIT 1)

MEMBERSHIP PROGRAM TERMS AND CONDITIONS

- **The Membership Program is not a health insurance policy.** It does not cover any major catastrophic medical care, nor care given by emergency rooms, hospitals, or any practices not affiliated with Sterling Medical, LLC, dba Sterling Urgent Care (hereinafter referred to as Sterling Urgent Care).
- By enrolling, you are purchasing a membership offered by Sterling Urgent Care. **This membership entitles you to receive Urgent Care and Primary Care services provided by any, or all Sterling Urgent Care locations during regularly scheduled clinic hours** (for specific hours of operation, please visit our website at www.sterlingurgentcare.com) or refer to the location page of this application.
- The per-visit fee is \$20, and includes services performed within the clinic. Additional fees may apply if other services rendered are outsourced. Any services not included may be available at a discounted rate to members.
- Membership fees are as follows:
 - Individual/Family Corporate/Employer Sponsored
 - ONE PERSON = \$50 PER MONTH NEGOTIATED WITH INDIVIDUAL COMPANIES
 - FAMILY OF FOUR = \$100 PER MONTH PER PERSON NOT LESS THEN \$50 (Must be signed up under employee)
 - ADDITIONAL CHILD LIVING WITH GAURDIAN = \$30 PER MONTH PER PERSON
 - Investor Employer and Employees
 - NEGOTIATED WITH INDIVIDUAL INVESTOR EMPLOYERS
- Enrollment/Processing fee is first and last months fee at the time of initial application. To add additional members after initial application, the Enrollment/Processing fee is \$40 per additional member. Returned check fee is \$25. Late fee is \$15. Payment retry fee is \$7.50. Cancellation fee is equivalent to balance owed for 12 month period which includes membership fee plus months outstanding at contracted rate plus any fees for other services rendered (in house lab work, selected immunizations, x-rays, prescriptions, etc).
- Except as provided in the subsequent sentence of this paragraph, a person that purchases a health discount program may, with or without cause, within 30 days after the day on which the purchase contract is signed, cancel the contract without payment, damages, penalty, or liability of any kind by giving written notice of cancellation to the other party to the contract. A person may not exercise the right of cancellation described in the previous paragraph if the person has used the services of the health discount program under the contract. If a person cancels a contract as indicated in sentence one of this paragraph, the other party to the contract shall refund all money and other consideration paid in relation to the health discount program, less a maximum of \$25 of any enrollment charge, regardless of whether the enrollment charge was designated as nonrefundable.
- Membership dues must be paid 1 month in advance and then proceed with a monthly auto draft.
- If an auto draft is declined, the Late fee of \$15 will be assessed if payment is not received by the 10th day of the month for which the dues are being collected.
- Corporate Memberships must be paid by the member's employer on a monthly basis.
- Corporate/Employer sponsored memberships could be subject to a cancellation fee based on the number of active memberships during the month of cancellation. This fee is equivalent to the balance owed for 12 month period which includes overdue membership fees plus months outstanding at the contracted rate based on the number of active memberships during the month of cancellation.
- Investor Employers are not subject to a cancellation fee.
- Changes to Corporate Member status must be made on the Enrollment Tracking Form by marking the appropriate change type. The Enrollment Tracking Form must be updated no later than 5:00 pm on the 25th day of each month in order for the change to be effective for the following month. Monthly employer invoices will reflect the number of active Corporate Memberships plus any changes reported by 5:00 pm on the 25th day of the preceding month.
- Members may transition from Corporate Memberships to Individual/Family Memberships in the event of change of employment. A new Enrollment Form is required.
- Members who are not current on their monthly membership fee may not be allowed to check in and receive medical evaluation and treatment.
- Memberships will be automatically cancelled and referred to a collection agency after 60 days of non-payment.
- All memberships begin on the first day of each month and continue through the last day of any given month. Any Individual/Family membership cancellations must occur 30 days in advance. Cancellations must be submitted in writing to the address provided below.
- A valid U.S. or U.S. state or territory government-issued picture ID is required to enroll in the Membership Program.
- A valid picture ID is required at the time of service for verification of identity before receiving services.
- Anyone under the age of 18 may enroll as a member, only if a parent or legal guardian is also enrolled & financially responsible for the minor.
- Minors must be accompanied by the parent or legal guardian to be evaluated and treated by our medical providers.
- Members who also have Medicare, Medicaid, or any health insurance plan with whom Sterling Urgent Care or any of its medical providers are contracted with to be a provider for, agree NOT to seek reimbursement of payment from their insurance plans when using their membership plan for the date of service. If a company is self funded and their TPA agree's, a contract will be drawn up between Sterling Urgent Care and the TPA to run the non-covered services through the employee's plan to apply to their deductible.
- Medical services at Sterling Urgent Care are provided within the scope of training and practice in the area of urgent care and family medicine. Sterling Urgent Care providers reserve the right to refer ANY patients to other facilities or specialists for further evaluation and treatment as deemed necessary, being in the best interest of the patient and the medical facility. All member patients agree to follow our provider's medical advice for urgent care and family medicine. Members may not dictate how our medical providers should diagnose or treat them. Members may not tell the provider what labs, tests, x-rays or referrals to order, or not to order.
- This Membership Program does not include chronic pain management with opioids, alcohol or substance abuse and/or withdrawal treatment, or treatment for chronic conditions requiring other controlled substances, such as Adderall, Xanax, Suboxone, methadone, Lyrica, Ambien, Ritalin, and other related medications. The Membership Program does not include services for Workers Compensation injuries or injuries that occur while the patient is at work.
- Sterling Urgent Care reserves the right to refuse membership to any person for any legal reason.
- Any legal action against Sterling Urgent Care, its owners or employees, for a default of its obligation to the member, must be commenced within one (1) year from the date the default was, or should have been, discovered.
- Any disputes arising under or related to membership in the discount program shall be resolved according to the company's dispute resolution procedures.
- All information required to be provided to the company under this agreement should be made in writing to the following address:

Membership Program

c/o Sterling Urgent Care

740 S Woodruff Ave

Idaho Falls, ID 83401

- This agreement shall be governed by and construed under the laws of the state in which the membership agreement was purchased.
- If any provision of this agreement, or portion thereof, is determined by a court of competent jurisdiction, or declared under any law, rule or regulations as unenforceable, then such provision will, to the extent permitted by the court or government not to be voided, but will instead be construed to give effect to its intent to the maximum extent permissible under applicable law and the remainder of the agreement will remain in full force and effect according to its terms.
- This agreement constitutes the entire agreement of the parties concerning its subject matter and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements between parties concerning its subject matter of this agreement. No supplement, modification, or amendment to this agreement shall be binding unless evidenced in writing signed by the party against whom it is sought to be enforced. No waiver of any of the provisions of this agreement shall be deemed or shall be binding unless executed in writing by the party making the waiver.

(Exhibit 2A)

MEMBERSHIP PROGRAM DISPUTE RESOLUTION AGREEMENT (MEMBER)

Article 1 Dispute Resolution

By signing this Agreement ("Agreement") we are agreeing to resolve any Claim for medical malpractice or any other issue by the dispute resolution process described in this Agreement. Under this Agreement, you can pursue your Claim and seek damages, but you are waiving your right to have it decided by a judge or jury.

Article 2 Definitions

- A. The term "we", "parties" or "us" means you, (the Patient), and the Provider.
- B. The term "Claim" means one or more Malpractice Actions defined in the Utah Health Care Malpractice Act (Utah Code 78-14-3(15)) or any non-medical malpractice claims.
- C. The term "Provider" means the physician, group or clinic and their employees, partners, associates, agents, successors and estates.
- D. The term "Patient" or "you" means:
 - (1) you and any person who makes a Claim for care given to YOU, such as your heirs, your spouse, children, parents or legal representatives, AND
 - (2) your unborn child or newborn child for care provided during the 12 months immediately following the date you sign this Agreement, or any person who makes a Claim for care given to that unborn or newborn child.

Article 3 Dispute Resolution Options

- A. Methods Available for Dispute Resolution. We agree to resolve any Claim by:
 - (1) working directly with each other to try and find a solution that resolves the Claim, OR
 - (2) using non-binding mediation (each of us will bear one-half of the costs); OR
 - (3) using binding arbitration as described in this Agreement.You may choose to use any or all of these methods to resolve your Claim.
- B. Legal Counsel. Each of us may choose to be represented by legal counsel during any stage of the dispute resolution process, but each of us will pay the fees and costs of our own attorney.
- C. Arbitration – Final Resolution. If working with the Provider or using non-binding mediation does not resolve your Claim, we agree that your Claim will be resolved through binding arbitration. We both agree that the decision reached in binding arbitration will be final.

Article 4 How to Arbitrate a Claim

- A. Notice. To make a Claim under this Agreement, mail a written notice to the Provider by certified mail that briefly describes the nature of your Claim (the "Notice"). If the Notice is sent to the Provider by certified mail it will suspend (toll) the applicable statute of limitations during the dispute resolution process described in this Agreement.
- B. Arbitrators. Within 30 days of receiving the Notice, the Provider will contact you. If you and the Provider cannot resolve the claim by working together or through mediation, we will start the process of choosing arbitrators. There will be three arbitrators, unless we agree that a single arbitrator may resolve the Claim.
 - (1) Appointed Arbitrators. You will appoint an arbitrator of your choosing and all Providers will jointly appoint an arbitrator of their choosing.
 - (2) Jointly-Selected Arbitrator. You and the Provider(s) will then jointly appoint an arbitrator (the "Jointly-Selected Arbitrator"). If you and the Provider(s) cannot agree upon a Jointly-Selected Arbitrator, the arbitrators appointed by each of the parties will choose the Jointly-Selected Arbitrator from a list of individuals approved as arbitrators by the state or federal courts of Utah. If the arbitrators cannot agree on a Jointly-Selected Arbitrator, either or both of us may request that a Utah court select an individual from the lists described above. Each party will pay their own fees and costs in such an action. The Jointly-Selected Arbitrator will preside over the arbitration hearing and have all other powers of an arbitrator as set forth in the Utah Uniform Arbitration Act.
- C. Arbitration Expenses. You will pay the fees and costs of the arbitrator you appoint and the Provider(s) will pay the fees and costs of the arbitrator the Provider(s) appoints. Each of us will also pay one-half of the fees and expenses of the Jointly-Selected Arbitrator and any other expenses of the arbitration panel.
- D. Final and Binding Decision. A majority of the three arbitrators will make a final decision on the Claim. The decision shall be consistent with the Utah Uniform Arbitration Act.

- E. All Claims May be Joined. Any person or entity that could be appropriately named in a court proceeding (“Joined Party”) is entitled to participate in this arbitration as long as that person or entity agrees to be bound by the arbitration decision (“Joinder”). Joinder may also include Claims against persons or entities that provided care prior to the signing date of this Agreement.

Article 5 Liability and Damages May Be Arbitrated Separately

At the request of either party, the issues of liability and damages will be arbitrated separately. If the arbitration panel finds liability, the parties may agree to either continue to arbitrate damages with the initial panel or either party may cause that a second panel be selected for considering damages. However, if a second panel is selected, the Jointly Selected arbitrator will remain the same and will continue to preside over the arbitration unless the parties agree otherwise.

Article 6 Venue / Governing Law

The arbitration hearings will be held in a place agreed to by the parties. If the parties cannot agree, the hearings will be held in Salt Lake City, Utah. Arbitration proceedings are private and shall be kept confidential. The provisions of the Utah Uniform Arbitration Act and the Federal Arbitration Act govern this Agreement. We hereby waive the prelitigation panel review requirements. The arbitrators will apportion fault to all persons or entities that contributed to the injury claimed by the Patient, whether or not those persons or entities are parties to the arbitration.

Article 7 Term / Rescission / Termination

- A. Term. This Agreement is binding on both of us for one year from the date you sign it unless you rescind it. If it is not rescinded, it will automatically renew every year unless either party notifies the other in writing of a decision to terminate it.
- B. Rescission. You may rescind this Agreement within 10 days of signing it by sending written notice by registered or certified mail to the Provider. The effective date of the rescission notice will be the date the rescission is postmarked. If not rescinded, this Agreement will govern all medical services received by the Patient from Provider after the date of signing, except in the case of a Joined Party that provided care prior to the signing of this agreement (see Article 4(E)).
- C. Termination. If the Agreement has not be rescinded, either party may still terminate it at any time, but termination will not take effect until the next anniversary of the signing of the Agreement. To terminate this Agreement, send written notice by registered or certified mail to the Provider. This Agreement applies to any Claim that arises while it is in effect, even if you file a Claim or request arbitration after the Agreement has been terminated.

Article 8 Severability

If any part of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and will not be affected by the invalidity of any other provision.

Article 9 Acknowledgement of Written Explanation of Arbitration

I have received a written explanation of the terms of this Agreement. I have had the right to ask questions and have my questions answered. I understand that any Claim I might have must be resolved through the dispute resolution process in this Agreement instead of having them heard by a judge or jury. I understand the role of the arbitrators and the manner in which they are selected. I understand the responsibility for arbitration related costs. I understand that this Agreement renews each year unless cancelled before the renewal date. I understand that I can decline to enter into the Agreement and still receive health care. I understand that I can rescind this Agreement within 10 days of signing in.

Article 10 Receipt of Copy I have received a copy of this document.

Provider:

Sterling Urgent Care

Name of Physician, Group or Clinic

Name of Patient (Print)

By:

Signature of Physician or Authorized Agent

Signature of Patient or
Patient's Representative

(Date)

RECURRING AUTOMATIC PAYMENT AUTHORIZATION FORM

First Name	M.I.	Last Name
Business Name		
Mailing Address		
City	State	Zip Code

**RECURRING CREDIT CARD
AUTHORIZATION**

Charge Account Number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

VISA
AMEX

MasterCard
Discover

Card Expiration Date:

--	--	--	--	--	--	--	--

Initial Amount Due:

--	--	--	--	--	--	--

Recurring Monthly Amount:

--	--	--	--	--	--	--	--

I/We hereby authorize Sterling Urgent Care to charge this credit card on a monthly basis for the amount due under my/our contract with Sterling Urgent Care as indicated above, as such amount due under such contract may change from time to time. If the monthly amount initially charged under such contract changes, Sterling Urgent Care will provide written notification of the new amount prior to the first scheduled transaction date for that new amount. My/our credit card will be charged on or about the first business day of each month for the amount due. If a payment is declined, a payment retry fee of \$7.50 will be assessed. Payments not successfully processed by the 10th day of the month will be assessed a \$15 Late Fee. If necessary, Sterling Urgent Care may initiate credit adjustments for any charges made in error.

Signature _____ Date _____

YOUR BILLING RIGHTS

This Recurring Payment Authorization is to remain in full force and effect until Sterling Urgent Care has received written notification from me (or either of us) of termination of this service in such time and in such manner as to afford Sterling Urgent Care and other applicable third parties a reasonable opportunity to act upon it. Written notice must be provided to the address below. You may rescind your contract and receive a full refund of all dues and fees, less \$25, within 30 calendar days if: (1) written notice is mailed to the address below and postmarked no later than 30 days after signing the contract, and (2) no services have been rendered to any member under the contract.

If you think your monthly statement is incorrect or if you need more information concerning a transaction on your statement, please send a certified letter to the address listed below:

**Membership Program
c/o Sterling Urgent Care
740 S Woodruff Ave
Idaho Falls, ID 83401**

Please provide your name, contract number, telephone number and a brief explanation of the problem. We will make any necessary adjustments to your account within 30 days. After 60 days all charges will be assumed correct. You may telephone us at (208) 542-9111 or fax us at (208) 542-9114 but doing so will not reserve your rights.

PLEASE READ CAREFULLY AND INITIAL BELOW

I/We have read and understand the policy on cancellation and agree to all terms by initialing

below. Member's/Employer's Initials _____ Date _____



LOCATIONS

Sterling Urgent Care

1252 Bennett Ave Ste B
Burley, ID 83318
(208) 878-8783
Open 9am-9pm

Idaho Urgent Care

740 S Woodruff Ave
Idaho Falls, ID 83401
(208) 542-9111
Open 8am-8pm

Sterling Urgent Care

630 E 1400 N Ste #150
Logan, UT 84341
(435) 915-4465
Open 8am-8pm

Sterling Urgent Care

1201 S Main Ste #1
Logan, UT 84321
(435) 787-8504
Open 9am-9pm

Bridger Valley Urgent Care

3580 State Highway 414
Lyman, WY 82937
(307) 786-2042
Open 8am-8pm

**MORE
LOCATIONS
COMING
SOON!**

You must visit a Sterling Urgent Care location to utilize your plan benefits.
Benefits do not apply anywhere else. All visits to a Sterling Urgent Care
location are covered under your plan with only a \$20.00 utilization fee per visit.

**CALL US TOLL-FREE @ 844-523-9111
WWW.STERLINGURGENTCARE.COM**