

**St. Francis Urgent Care Center
Urgent Access Membership Agreement**

This Urgent Access Membership Agreement (“Membership Agreement”), effective as of the Membership Enrollment Date, governs the relationship between St. Francis Medical Group P.C. (dba: St. Francis Urgent Care Center), a California professional medical corporation (“Provider”) and the patient, who enrolls into the Urgent Access Membership Program and agrees to this Membership Agreement by virtue of accepting the Terms of Service available on the Membership Enrollment Page of Providers website (the “Patient”), for the utilization of Membership Services, as defined in this Membership Agreement.

By accepting the Terms of Service available on the Membership Enrollment Page of Providers website, the Patient understands and acknowledges the Membership Services offered by the Provider do not constitute a health insurance plan or program of a like nature. The Provider strongly recommends that the Patient acquire health insurance at least for medical care requiring hospitalization and care by a specialized physician for medical needs not described as part of the Membership Services of this Membership Agreement or by medical professionals outside the geographic location of the Provider.

The Provider retains complete discretion to determine which Membership Services or other medical services are medically appropriate. Should the Provider determine, in its sole discretion that a Patient’s medical condition warrants treatment by a specialist, an emergency department, or if the Provider cannot adequately treat a Patient’s condition, then the Provider will not be required to and will not provide treatment. The Patient shall be solely responsible for the cost of any required medical transportation for the Patient.

Section 1. Membership Services and Fees

The Membership Services are those stated in the Services & Fees Exhibit, attached as Exhibit A to this Membership Agreement, and as amended from time to time and none others. The Provider agrees to provide the Patient with any of the applicable Membership Services deemed to be medically appropriate, provided the Patient is current in making payments to the Provider and is in compliance with the other requirements of this Membership Agreement. At the discretion of the Provider, the Membership Services offered may be changed. The Patient will be notified of any such changes in writing before they occur.

Upon the Provider’s acceptance of the Patient’s Enrollment and Patient’s presentation of a valid State identification card to Provider, Patient will be eligible to receive any of the applicable Membership Services which are deemed to be medically appropriate. The Patient may utilize any location operated by the Provider to receive the Membership Services.

The initial payment, covering the enrollment fee, first month’s membership dues, and last month’s membership dues (“Initial Payment”) must be paid at the time of enrollment. All subsequent monthly membership dues under this Membership Agreement are to be paid to the Provider on the same day of each subsequent month (“Monthly Membership Due”). Provider will automatically charge Patient the Monthly Membership Due with Patient’s credit or debit card that Provider has on-file, which Patient provided at the time of enrollment (“On-File Card”).

When the Monthly Membership Due becomes payable and if Patient’s On-File Card is declined for payment, Provider will notify Patient and require an alternative method of payment. Provider may choose to cancel this Membership Agreement if Provider does not receive the unpaid and owing Monthly Membership Due within three (3) days of initial attempt of charging the Patient’s On-File Card.

In addition to the Monthly Membership Dues, Patient will be charged, as part of the Membership, a per visit utilization fee of \$15.00 at the start of each visit (the “Utilization Fee”) as well as any additional applicable reduced charges for in house lab services, in house x-ray services, and clinic procedures. Additionally, Patient will be charged the Provider’s standard

fees for any services performed by Provider that fall outside of the Membership Services and that is deemed by Provider as necessary and/or appropriate.

This Membership Agreement is non-transferable.

Section 2. Commencement

This Membership Agreement will become effective following the Initial Payment and following the Provider’s acceptance of the Patient’s enrollment (“Membership Enrollment”).

Section 3. Cancellation, Membership Change and Re-enrollment Policy

A Patient may request to cancel this Membership Agreement at any time upon written notice to the Provider. Any notice of cancellation must be on the Provider cancellation form attached as Exhibit B to this Membership Agreement (the “Cancellation Form”).

Cancellation will be effective upon Patient’s submission and Provider’s written acceptance of the Cancellation Form (the “Effective Date of Cancellation”). Patient understands that cancellation of Membership may take up to ten (10) days process from the date of submission of completed Cancellation Form.

All applicable Membership Fees due and owing and any other fees outstanding must be paid prior to Provider’s acceptance of the Cancellation Form.

If Patient’s Membership Agreement has been cancelled and Patient wishes to re-instate its membership and receive membership benefits offered by Provider, Patient must re-enroll into the Membership and pay the Initial Payment.

In the event of the death of the Patient, and upon receipt by the Provider of a certified copy of that person’s death certificate, the Provider will refund to decedent’s estate (or its representative), and within thirty (30) calendar days of the Provider’s receipt of the death certificate, a portion of the fee equal to the number of calendar days remaining in the same month following the death divided by the total number of calendar days in the same month of the death for the decedent.

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Section 4. Standards of Conduct

All Patients are obligated to follow these standards of conduct while receiving Services under this Membership Agreement:

1. Each Patient is responsible for their conduct while receiving the Services.
2. Each Patient is required to register at the Provider's reception desk at the time of visit and present a valid State identification card and his/her Membership Identification Card to the Provider at the time of check-in to receive the benefits delineated under this Membership Agreement.
3. Each Patient shall, in the event of an injury or illness Requiring emergency or specialized treatment, go directly and immediately to a hospital or emergency room.
4. Each Patient shall conduct themselves in a quiet and well-mannered fashion when visiting the Provider so as not to cause any disturbance, which would interfere with the use and enjoyment of the Provider's facility by others.
5. No Patient shall use profane, loud or slanderous language, harass, molest, badger or solicit other patients or the staff and guests of the Provider, for any reason.
6. Other than a health care-related matter requiring immediate action by a Provider, any complaint, protest or grievance of any nature must be made directly to the manager of the Provider, in private.

The Provider has the right to add to, delete, or change any of these standards with prior, written notice to the Patient.

The Provider retains the right to cancel this Membership Agreement if the Provider determines that a Patient is (a) ineligible for the Services; or, (b) willfully failing or refusing to abide by any of these standards of conduct.

Section 5. Miscellaneous

In the event a Patient has a life-threatening emergency while visiting the Provider, the Patient hereby gives consent to the Provider to make arrangements for the Patient's emergency transportation to an appropriate health-care facility or hospital. Such transportation and any resulting charges shall be paid by the Patient.

The Provider is not contractually or otherwise liable to any Patient for the denial of any of the Services by the Provider. The Provider is not liable for or otherwise responsible for any damage to, or loss or theft of, the personal property of any Patient while receiving care by the Provider.

Each Provider is required to abide by any federal or state law, statute, rule or regulation in providing any of the Services. To the extent those requirements are inconsistent or otherwise conflicts with this Membership Agreement, those requirements shall control.

In the event that a government agency or entity challenges this Membership Agreement or the Provider's ability to provide the Services or collect any fees thereunder, the Provider shall have the option to immediately terminate this Membership Agreement, in its sole discretion. The Provider also retains the discretion to discontinue offering the Membership Services to all Patients in its sole discretion.

No Patient is entitled to rely upon any promise, representation, warranty or other Membership Agreement that directly or indirectly relates to these Membership Agreement, which has not been stated in this Membership Agreement and such a promise, representation, warranty or other Membership Agreement hereby is waived. This Membership Agreement may be changed only by a written amendment signed by the Patient and the Provider.

The Membership Agreement is governed by laws of the State of California. If any particular term, condition or provision of this Membership Agreement is deemed invalid, it will not affect the other terms, conditions or provisions of the Membership Agreement.

The Provider can delay enforcing its rights and remedies under the Membership Agreement without losing them.

Each Patient, by virtue of accepting the Terms of Service available on the Membership Enrollment Page of Providers website, acknowledges that he or she: (1) has reviewed and agrees to the entirety of this Membership Agreement; (2) is of legal age and has the competency to knowingly enter into this Membership Agreement; and (3) understands that he or she is obligated to honor all the terms, provisions and conditions stated in this Membership Agreement.

If the Patient is under the age of 18, the Patient's parent or legal guardian on behalf of the Patient, by virtue of accepting the Terms of Service available on the Membership Enrollment Page of Providers website and enrolling the Patient into the Provider's Urgent Access Membership Program, acknowledges that he or she: (1) has reviewed and agrees to the entirety of this Membership Agreement; (2) is of legal age and has the competency to knowingly enter into this Membership Agreement; and (3) understands that he or she is obligated to honor all the terms, provisions and conditions stated in this Membership Agreement.

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**Exhibit A
Membership Services & Fees**

The following Membership Services are included within the Urgent Access Membership Agreement. The Provider retains complete discretion to determine which Membership Services or other medical services are medically appropriate. Should the Provider determine, in its sole discretion, that the Patient's medical condition warrants treatment by a specialist, an emergency department, or if the Provider cannot adequately treat an Patient's condition, then the Provider shall not be required to provide treatment. Similarly, the Provider shall not be required to provide any treatment which is not listed on this Exhibit as part of the Membership Service. The Provider will not be responsible for the cost of medical transportation for a Patient, whether it is an emergency or otherwise, should the Patient need to receive further treatment.

URGENT ACCESS MEMBERSHIP	
MEMBERSHIP SERVICES	MEMBERSHIP FEES
<ul style="list-style-type: none">• Clinic Visit• Sports Physicals• School Physicals• Travel Medicine Consultations• Telemedicine "eVisits"¹• In House Laboratory Services²• In House X-Ray Services³• Clinic Procedures⁴	<ul style="list-style-type: none">• Monthly Fee of \$45• Utilization Fee of \$15 per urgent care visit at start of each visit• ¹Telemedicine "eVisits" at \$15 per eVisit• ²In House Laboratory Services at 50% of Self Pay Prices• ³In House X-Ray Services at 50% of Self Pay Prices• ⁴Clinic Procedures at 50% of Self Pay Prices

Membership DOES NOT cover the following:

Medications

Vaccinations

Durable medical equipment (crutches, splints) and

Immigration Physicals

Occ Med & Workers Comp Services (such as Drug Testing, First Aid, pre-employment physicals, DOT Physicals)

Services performed by outside facilities (such as specialist visits and lab work done outside the clinic, outside imaging, hospitalization, ambulance transportation)

Primary Care Services

Services not provided at St. Francis Urgent Care Center:

Ambulance transportation

Any hospitalization

ER Visits

Specialist referrals

Outside Imaging

Outside Labs

****Provider has final determination of care.**

****Provider has exclusive discretion on any condition that requires an ER Visit, Hospitalization, Imaging, Specialist Referral, or any other tests.**

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**Exhibit B
Cancellation Form**

St. Francis Urgent Access Cancellation Form

Date _____

First Name _____

Last Name _____

Membership ID # _____

Phone # (H) _____ (W) _____ (C) _____

Email: _____

I wish to discontinue my membership with St. Francis Urgent Care Center. Upon cancellation I will be charged the prevailing fees offered to Non-Members for any and all services rendered to me at St. Francis Urgent Care by St. Francis Urgent Care Providers and/or Staff. I am responsible for all membership fees and charges to my account through to the Cancellation Effective Date. I understand that my cancellation will be effective upon receipt of acceptance of cancellation by St. Francis Urgent Care Center (the "Cancellation Effective Date"). I also understand that I will be subject to the prevailing membership rates including any enrollment fees should I decide to rejoin.

Cancellations cannot be prorated.

Member's Signature _____ Date _____

Forwarding Address _____
(Street, City, State, Zip)

Because we care about you and your point of view, please help us to improve service to our members by indicating the reason which best describes your need to resign your membership with St. Francis Urgent Care Center.

Reason for cancellation of membership: ☐ Moving (in town) ☐ Moving (out of town) ☐ Financial Situation
☐ Not using Club ☐ Staff Related (please comment below)
☐ Facility Related (please comment below)

Comments: _____

How would you best describe your experience at St. Francis? ☐ Excellent ☐ Very Good ☐ Good ☐ Fair ☐ Poor