

MDStat Urgent Care, Inc.
Primary and Urgent Care Concierge Service Agreement

This Primary and Urgent Care Concierge Service Agreement (“Agreement”), effective _____, 2013, governs the relationship between MDStat Urgent Care, Inc., a California corporation (“Provider”), the undersigned patient and any of the patient’s family members identified on the enrollment form (collectively, the “Patient”) for the utilization of Services, as defined in this Agreement.

The Patient understands and acknowledges the 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 Services of this Agreement or by medical professionals outside the geographic location of the Provider.

____ Patient’s Initials

The Provider retains complete discretion to determine which 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. Services and Payment

Upon the Provider’s acceptance of the Patient’s Enrollment Form and the Patient’s payment of the appropriate fees specified in the Enrollment Form, the Patient will receive a Patient identification card and will be eligible to receive any of the Services which are deemed to be medically appropriate. The Patient may utilize any location operated by the Provider to receive the Services.

The Services are those stated in Exhibit A to this Agreement, and as amended from time to time and none others. The Provider agrees to provide the Patient with any of the 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 Agreement. At the discretion of the Provider, the Services offered be changed, and the Patient will be notified of any such changes in writing before they occur.

All required payments under this Agreement are to be paid to the Provider on the 20th day of the month prior to the month in which the Patient wishes to receive care.

Each of the Services will require the Patient to pay an additional fee to the Provider each time the Patient visits the Provider (“Usage Fee”) as described in Exhibit B to this Agreement, and as amended from time to time. At the discretion of the Provider, the Usage Fee Schedule may be changed, and the Patient will be notified of any such changes in writing before they occur.

This Agreement is non-transferable.

Section 2. Commencement

This Agreement will become effective following the payment of the appropriate fee and first business day of the calendar month following the Provider’s acceptance of the Patient’s enrollment.

Section 3. Cancellation Policy

A Patient may cancel this Agreement at any time upon written notice to the Provider. The cancellation of the Agreement shall automatically cancel the Agreement as to any of the Patient’s

family members. The cancellation notice for the Patient or a family member is effective on the last day of the calendar month following the Provider’s receipt of such written notice.

Any cancellation must be (1) on a Provider form used for that purpose, (2) received by the Provider in the month before the Agreement is to be cancelled.

In the event of the death of the Patient or any family member, 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.

Section 4. Standards of Conduct

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

1. Each Patient is responsible for their family members’ conduct while receiving the Services.
2. Each Patient is required to register at the Provider’s reception desk and present the Patient identification card to the Provider at the time of check-in to receive the Usage Fee rates.
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 (a) 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.

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The Provider retains the right to cancel this Agreement if the Provider determines that a Patient (or a family member) 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 or their family members 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 Agreement, those requirements shall control.

Each Patient (and by virtue of the nature of this Agreement, their family members listed on the enrollment form) acknowledges that he or she: (1) has reviewed and agrees to the entirety of this Agreement; (2) is of legal age and has the competency to knowingly enter into this Agreement; and (4) understands that he or she is obligated to honor all the terms, provisions and conditions stated in this Agreement.

Patient

Name:
Address:

In the event that a government agency or entity challenges this 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 Agreement, in its sole discretion. The Provider also retains the discretion to discontinue offering the Concierge Service to all Patients in its sole discretion.

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

The Agreement is governed by laws of the State of California.

If any particular term, condition or provision of this Agreement is deemed invalid, it will not affect the other terms, conditions or provisions of the Agreement.

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

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Exhibit A
Services

All the following Services are included within the Concierge Service Agreement, but they are subject to the payment of a Usage Fee of \$10.00 for each visit to the Provider. The Services include an office visit with a licensed medical physician for the diagnosis and treatment basic health care needs. The Provider retains complete discretion to determine which 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 a 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. Detoxification treatments are expressly stated to be outside the scope of the Services. 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.

Treatment for non-chronic illnesses or diseases

Abscess incision and drainage	Fungus infections	Splints
Allergic Reactions	GI disorders	Sprains
Allergies	Insect bites	Stitches or suturing
Bronchitis	Itchy skin	Sore throat
Burns from heat or chemical exposure	Lacerations	Strains
Congestion	Migraines	UTI
Diaper rash	Nausea	Wound infection
Ear infection	Rash	
Earache	Runny nose	
Eye infection	Sinus infection	
Fever	Skin allergy	
Flu	Skin infections	
Fractures (closed only; only X-Ray and splinted in the clinic)		

Treatment for chronic illnesses or diseases (physician will determine the frequency of patient visits)

Hypertension	Obesity
Diabetes (non-insulin dependent only)	COPD
High Cholesterol	Depression
Asthma	Stress
Osteoarthritis	Hypothyroidism

Other Services

Labs

Flu Test (\$35)
KOH/Wet Mount (\$35)
Mono Spot (\$30)
Strep Test (\$30)
Therapeutic Injection (\$40)
Urinalysis By DIP (\$25)
Urine HCG (\$25)

Injectable medications

Benadryl 50mg (\$35)
Depo-Medrol (\$35)
Epinephrine SQ (\$35)
Kenolog 40mg (\$35)
Phenergan 50mg (\$60)

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Rocephin 1G (\$80)
Rocephin 250mg (\$50)
Rocephin 500mg (\$50)
Solu-Medrol (\$35)
Toradol 60mg (\$40)
Xopenex/Albuterol (\$10)

Pulmonary/EKG

EKG (\$60)
Nebulizer treatment (\$60)
Peak Flow Meter (\$25)
PFT (\$75)

Also available

GI Cocktail (\$20)
Pelvic Exam (\$90)
Digital X-Ray With Reading (\$150-285)

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Exhibit B
Usage Fee

The following Services are subject to the payment of the applicable Usage Fee, which is payable to the Provider:

Prescriptions

Most prescriptions are conveniently filled at the Provider.

Medications for \$15

<u>Brand Name</u>	<u>Generic Name</u>	<u>Brand Name</u>	<u>Generic Name</u>
Acyclovir	Acyclovir	Kenalog	Triamcinolone
Amaryl	Glimepiride	Lopressor	Metoprolol
Ambien	Zolpidem Tart	Norco	Hydrocodone
Amoxicillin	Amoxicillin	Meclizine	Antivert
Amoxicillin Susp	Amoxicillin	Mobic	Mexloxicam
Anusol-HC	Anusol-HC	Motrin	Ibuprofen
Ativan	Lorazepam	Vicodin	Hydrocodone
Amaryl	Glimepiride	Norvasc	Amlodipine
Cipro	Ciprofloxacin	Oflox Ophthalmic	Ocuflox
Auralgan	Antipyrine/Benz	Oflox Otic	Floxin
Bactrim DS	Sulfameth/Trimeth	Penicillin VK	
Keflex Susp	Cephalexin	Tylenol W/Codeine	Acetmine solution
Cipro	Ciprofloxacin	Prednisone	Deltasone
Citalopram HBR	Citalopram HBR	Pyridium	Phenazopyridine
Cozaar 50mg	Losartin	Robitussin AC	Guaituss
Cozaar	Losartin	Silvadene	Silver Sulfa
Diflucan	Fluconazole	Soma	Carisoprodol
Doxycycline	Vibramycin	Tylenol W/Codeine	Acetmine/COD
Flagyl	Metronidazole	Ultram	Tramadol HCL
Flexeril	Cyclobenzprine	Valium	Diazepam
Flonase	Fluticasone	Zantac	Ranitidine HCL
Glucophage	Metformin	Zestril	Lisinopril
Hydrocortisone	Hydrocortisone	Zocor 20mg	Simvastin
Hydrodiuril	HTCZ	Zocor	Simvastin
Keflex	Cephalexin	Zyrtec	Cetirizine

Medications over \$15

<u>Brand Name</u>	<u>Price</u>
Augmentin	\$30
Antipyrine/Benzocaine Otic	\$20
Azithromycin (Zpack)	\$20
Azithromycin Susp	\$30
Benzonatate	\$20
Ceflin	\$25

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Clindomycin	\$25
Hydrocodon/Ace (Norco)	\$20
Levaquin	\$20
Neomycin/Hydrocortisone	\$25
Nitrofurantoin	\$20
Permethrin Cream	\$20
Prednisone Syrup	\$25
Ventonlin HFA	\$35

Discounted Outside Services

In an effort to provide convenient and cost effective healthcare, the Provider may offer contracted outside services at discounted rates. The Patient will pay the discounted fee plus the Provider's processing fee. These prices are subject to change at any time without notification.

\$25 Processing Fee for Discounted Outside Labs

<u>Labs</u>	<u>Standard Price</u>	<u>Provider pricing</u>
Hepatic function Panel	\$71.59	\$13.00
CMP	\$67.85	\$16.00
Lipid Profile	\$93.51	\$20.00
Renal Function Panel	\$58.36	\$14.00
Acute Hepatitis Panel	\$326.31	\$70.00
CBC (Includes Diff/PLT)	\$46.00	\$11.00
Prothrombin Time	\$33.35	\$6.50
Amylase, Serum	\$55.78	\$10.00
ANA IFA Screen with reflex	\$78.49	\$18.00
C-Reactive Protein	\$86.54	\$8.00
Ferritin	\$89.13	\$20.00
Hemoglobin A1C Immunoassay	\$65.55	\$14.50
Iron and IBC W/O Reflex	\$79.06	\$19.75
Iron, Total	\$41.40	\$10.00
Magnesium/Serum	\$48.01	\$10.75
Microalbumin/Random Urine	\$74.18	\$16.75
Prolactin	\$132.25	\$28.00
Prostate Specific Antigen	\$132.25	\$26.75
Rheumatoid Factor	\$51.75	\$9.00
Sedimentation Rate	\$41.98	\$4.00
Testosterone, Total	\$158.70	\$38.00
TSH (3RD Generation)	\$111.55	\$25.00
TSH Reflex to free T4	\$227.13	\$25.00
T3 Total (Triiodothyronine)	\$115.00	\$20.00
Uric Acid, Serum	\$47.49	\$7.50
Vitamin B12	\$103.21	\$23.00
Culture, Urine, Routine	\$69.58	\$15.00
GC/Chlamydia	\$227.70	\$100.00

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Creatine Kinase	\$50.60	\$10.75
Vitamin D, 25-Hydroxy	\$215.00	\$43.00
Cholesterol		\$6.50
PT/INR		\$6.69
HIV 1/ HIV 2		\$19.00

Discounted Outside Imaging (\$50 processing fee)

MRI	\$390.00 - \$490.00
CT	\$400.00 - \$550.00
Ultra Sound	\$115.00 - \$300.00

Discounted In House Services

In an effort to provide convenient and cost effective healthcare, Provider offers discounted in-house services:

Fracture reduction and casting (some procedures will require outside referral)
Physical Therapy
Medical Weight Management
Immunizations

Not Services

Ambulance transportation

Any hospitalization

ER Visits

Specialist referrals

Outside Imaging

Outside Labs

Any other test or care not specified in agreement

Fracture casting

Drug and Alcohol rehabilitation

***Physician has final determination of care**

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