

Concierge Program Agreement

This CONCIERGE PROGRAM AGREEMENT ("Agreement") specifies the terms and conditions under which the person executing the attached Joinder ("Patient") will be entitled to participate in the Concierge Primary Care Program ("Program"), offered by the medical practice located at 18370 Burbank Blvd. Ste. 201 Tarzana Ca. 91356 or at another location ("Practice"). This Agreement will become effective as of Patient's date of signature of this Agreement ("Effective Date"). Patient and Practice are sometimes referred to herein as "Party(ies)".

1. Concierge Primary Care Program. Subject to the payment and other terms and conditions hereunder, Patient is accepted into the Program. The Program is intended to provide an enhanced patient care experience in addition to the medical and healthcare services already available to the Practice ("Existing Services"). Patient acknowledges and agrees that for so long as Patient is a patient of Practice, Existing Services shall be available and that participation in the Program is not a condition or obligation of Patient for receiving Existing Services. Schedule 1 lists the enhancements offered by the Program (collectively, "Enhancements"), subject to availability, which include without limitation: (a) opportunity for increased contact with professionals to discuss general health matters, and to obtain general health education that may be beyond matters addressed in a typical office visit; (b) greater electronic access to the physician and enhanced in-person visit scheduling; (c) introductory wellness and nutritionist consultations; (d) enhanced referral coordination and scheduling; (e) enhanced features for each annual physical examination including a comprehensive report and enhanced coordination of care for each individual patient with consulting physicians. Patient further acknowledges and agrees that Enhancements are not characterized or intended to be considered medical or health care services and are generally not to be submitted to nor are intended to be covered or payable by governmental or commercial insurers, managed care payors or third-party payment programs (collectively, "Payor(s)").
2. Program Fee. Patient agrees to pay an annual fee ("Fee") for each year of Program participation, payable as follows: One Thousand Eight Hundred Dollars (\$1,800.00) payable either in a single lump sum or in two or four installments. A single group rate Fee of Three Thousand Three Hundred Dollars (\$3,300.00) shall apply for any two (2) individual Program Patients living within a single household who apply together. A discount of One Hundred Fifty Dollars (\$150.00) shall be applied if the Fee is paid in a single lump sum. Patient's payment choice and installment due dates (as applicable) shall be entered in the Joinder attached hereto and executed along with this Agreement. The initial Fee or first Fee installments paid in advance and is applicable to the Initial Term (defined below) and a renewal Fee will be paid in advance of each subsequent annual renewal Term.
3. Term; Termination. The initial term of this Agreement shall commence on the Effective Date and continue for twelve months ("Initial Term"). Unless terminated in advance in writing by either Party within sixty (60) days of the expiration of the then current term, the Agreement shall renew automatically for additional one-year terms, up to a total of five (5) renewal terms (each, a "Renewal term"). Practice may at any time upon written notice prior to a Renewal term establish a new Fee applicable to such future term. Failure to pay the annual Fee within 30 days from the commencement of the applicable renewal Term shall constitute cause for Practice to immediately terminate this Agreement and Patient's participation in the Program upon written notice. In addition, either Party may terminate this Agreement and Patient's participation at any time with or without cause upon 30 days' prior written notice to the other Party. If this Agreement is terminated before the expiration of the current Term, Practice shall pay a prorated refund of the paid Fee based on the number of months remaining in the current Term, reduced by an administrative handling fee of One Hundred Fifty Dollars (\$150.00) and any amounts due Practice from Patient.

4. Patient Care Excluded. The Parties acknowledge and agree that medical and health care services that may be rendered to Patient by the Practice (collectively, "Patient Care Services") are expressly excluded from Enhancements, are not the subject of this Agreement and are not included in any Fee payment. Patient Care Services are not in any manner conditioned upon or made available based upon this Agreement. Patient or a Payor or a responsible third party, as applicable, shall be billed in the normal course and shall be financially responsible for all Patient Care Services in accordance with the services agreement executed by Patient when seeking medical or health care services from the Practice, including without limitation any and all copayments, coinsurance and/or deductible obligations. Further, nothing in this Agreement is intended or shall be interpreted to waive, amend or supersede any preauthorization, verification, notification or other conditions or obligations arising under policies or agreements with Payors in connection with Patient Care Services rendered to Patient. In the event of any conflict between this Agreement and the terms and conditions of any contract, plan or program (collectively, "Payor Agreement") by and between any Payor and/or Practice or Patient, the terms and conditions of the applicable Payor Agreement shall control unless otherwise agreed by the Parties. In performing their respective obligations hereunder, the Parties shall strictly comply with all applicable federal and state laws, rules and regulations. Without limiting the foregoing, the Parties expressly acknowledge and agree that this Agreement does not constitute nor is it to be construed as either: (a) a "private contract" as defined in applicable Medicare law, as amended, or (b) a "health care service plan" as defined in the California Knox-Keene Health Care Service Plan Act of 1975, as amended.
5. Entire Agreement; Assignment; Amendment. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof. Patient may not assign this Agreement or delegate any duty or obligation hereunder. This Agreement is binding on, and is for the benefit of, the parties, their successors and permitted assigns, and is not for the benefit of any third party or entity. This Agreement may be amended only in writing.
6. Notices. Any communication required or permitted to be sent under this Agreement shall be in writing and sent to the party to be so notified via certified mail, return receipt requested, or provided electronically, or provided via hand delivery, to the addresses set forth below. Any change in address shall be communicated in accordance with the provisions of this Section 6.
7. Governing Law; Venue. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Each party hereto agrees to submit to the personal jurisdiction and venue of the arbitral tribunals and state and federal courts having jurisdiction over Los Angeles County, California for the resolution of all disputes arising in connection with the interpretation, construction and enforcement of this Agreement.
8. Amendments and Waivers. This Agreement may only be revoked, altered, amended, or modified by the written agreement of both parties hereto. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the party against whom such waiver is sought. One or more waivers of any covenant or condition of this Agreement by any of the parties hereto shall not be construed as a waiver of any subsequent breach or of other covenants or conditions.
9. Arbitration. Any disputes regarding this Agreement or its performance or interpretation shall be submitted to binding arbitration. The prevailing party of any proceeding arising under this Agreement shall be entitled to court and/or arbitration costs and reasonable attorneys' fees.
10. Invalid Provisions. The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision hereof. This Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute a single Agreement.

EXECUTED effective as of the Effective Date, at Tarzana, California.

PRACTICE:

By: _____

Its: _____

PATIENT:

Please execute the attached Joinder

PATIENT JOINDER OF AGREEMENT AND PROGRAM ACKNOWLEDGEMENT

I have received a copy of the Concierge Program Agreement ("Agreement") to which this Joinder is attached, which describes an enhancement concierge care Program offered by Practice. It informs me that I will need to pay an annual Fee to participate in either one lump sum or in two or four installments. The Fee will be paid on behalf of an individual or group of two persons living in one household. This Fee will apply to the twelve months commencing from the Effective Date of the Agreement. I understand that additional annual Fees are charged for subsequent renewal terms. I elect to pay the Fee as follows

(check applicable box):

Fee amount (check one): \$1,800 individual \$3,300 household

If household payment (two individuals), list patients:

Lump sum payment on or before _____, 20 _____

Installments (check one): 2 or 4. Installment schedule: _____

I have had the opportunity to read the Agreement, consult with any legal counsel and representatives, ask any questions and fully consider my options. My signature below constitutes my execution of the Agreement and my acknowledgement that I am subject to and bound by the Agreement terms.

I further understand that the Program is separate and distinct from any medical or health care services that I may receive from the Practice, and my access to patient care is not conditioned upon Program participation. Further, Patient Care Service fees will be billed in the normal manner to me, a Payor or responsible third party, and I will be responsible for fees that are the patient's responsibility under applicable plans or policies of any Payor.

Date

Patient Signature

Printed Name:

If household, other adult patients sign below:

Patient Signature

Printed Name:

Address and email for Notices (Section 6):
