By submitting this Patient Application and Participation Agreement (“Agreement”), the individual identified below (“Patient”) is requesting to participate in the unique medical practice format (“Practice”) offered by Donald S. Parsons, M.D. (“Dr. Parsons”). If the Patient is accepted into the Practice by Dr. Parsons, the Patient agrees to pay the annual participation fee set forth below and to abide by the terms and conditions of this Agreement.

PRACTICE FORMAT

Dr. Parsons limits the number of patients enrolled in the Practice in order to provide additional services to his patients. These services, which are not provided in a regular medical practice, include the following:

- Availability of Dr. Parsons’ services 24 hours per day, 7 days per week via e-mail or cell phone
- Same day or next day appointments
- On time appointments, unhurried and extended office visits
- Coordination and scheduling specialists’ visits
- Annual physical exam
- Travel medicine consultation
- Compact disc containing test results of patient’s physical exam
- Dedicated support staff

PARTICIPATION FEE

The annual fee to participate in the Practice is $1,700.00 (“Participation Fee”). As a participant in the Practice, Patient will receive the additional services set forth above under Practice Format. Patient agrees to pay the annual Participation Fee on the effective date of this Agreement and on or before each anniversary thereafter as a condition for continuing as a Patient in the Practice. Failure to pay the Participation Fee when due will result in termination of Patient as a participant in the Practice.

PATIENT ACKNOWLEDGMENTS

Patient acknowledges and agrees as follows:

Patient Financial Responsibility for Other Fees Incurred. The annual Participation Fee covers the services set forth above under the Practice Format. All other services provided to Patient by Dr. Parsons will be billed to Patient or Patient’s third party payor. Dr. Parsons does not participate in any health plans or insurance programs. Therefore, services provided by Dr. Parsons not listed under the Practice Format will be charged separately to Patient at Dr. Parsons’ published fee schedule which may be higher than the reimbursement rate applied by Patient’s health plan or insurance program for such services. As a courtesy to Patient, Dr. Parsons will bill for services performed to Patient’s third party payor, but Patient shall remain financially responsible for all fees incurred, including applicable deductibles and co-payments.

Use of Public Carrier Communications. Dr. Parsons will use his best efforts to keep all communications with Patient confidential in accordance with federal and state laws and regulations pertaining to the confidentiality of patient information. However, Patient is hereby advised that medical inquiries by patient using e-mail, fax or cellular telephone are not guaranteed to be secure or confidential methods of communication, and that Patient accepts the risk of third party interception by using these methods of communication. Patient is also advised that such communications may become a part of Patient’s medical record. Patient should not use e-mail and/or fax to communicate urgent or emergent medical issues.
TERM AND TERMINATION

The term of this Agreement is the one year period commencing on the Effective Date set forth below. Patient may terminate this Agreement at any time during the term by providing Dr. Parsons with written notice; however, no portion of the annual Participation Fee will be refunded. This Agreement shall expire automatically at the end of the existing term unless the annual Participation Fee is received prior to the end of the existing term. If the annual Participation Fee is received as set forth herein, this Agreement will automatically renew for another one year term. Patient understands and agrees that upon expiration or termination of this Agreement, Patient will no longer be a patient of the Practice. Dr. Parsons will transfer Patient’s medical records and continuing care to any physician requested by Patient upon written notice from Patient. Dr. Parsons may charge a copy fee for paper copies of any medical records requested by Patient. Dr. Parsons may terminate this Agreement at any time upon thirty (30) days notice to Patient. In the event Dr. Parsons terminates this Agreement prior to the end of the term, the Participation Fee will be refunded on a pro rated basis to reflect the remaining number of days of the existing term.

OTHER TERMS AND CONDITIONS

This Agreement shall be governed by the following terms and conditions: (i) any dispute arising under this Agreement shall be resolved by arbitration conducted in Contra Costa County according to the rules of the American Arbitration Association; (ii) this Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, supersedes all prior oral or written agreements, understandings and representations, and may not be modified except in writing signed by the parties; (iii) notices required or permitted under this Agreement shall be delivered to the address indicated on the signature page hereof or as subsequently modified by written notice; (iv) this Agreement may be executed in one or more counterparts which taken together shall constitute a single originally executed Agreement; (v) either party may rely upon a facsimile signature as an original; and (vi) this Agreement shall be governed and interpreted under the laws of the State of California.

The undersigned certifies that he or she has read and understands the above terms and conditions for participating in the Practice and hereby voluntarily accepts, agrees and consents to such terms and conditions.

PATIENT

__________________________________
Patient Name

__________________________________
Street Address

__________________________________
City                          State              Zip

__________________________________
Patient Signature

NOTICE OF ACCEPTANCE

Donald S. Parsons hereby acknowledges receipt of the above-mentioned Patient’s application to become a patient of the Practice, and hereby accepts Patient as a patient of the Practice as of ___________________________ (“Effective Date”) pursuant to the terms and conditions of this Patient Application and Participation Agreement.

By: __________________________________
    Donald S. Parsons, M.D.