

PATIENT AGREEMENT

This patient agreement (“the Agreement”) specifies the terms and conditions under which the undersigned patient (“Patient”) may participate in the Program (“Program”) offered by Dawn D. Cortland, M.D. (“Physician”). This Agreement will become effective as of the date it is signed (“Effective Date”).

THE PROGRAM

1. The Program includes the following services performed in the Physician’s office:
 - Annual physical examination
 - Consultation and examination for medical problems as needed
 - Telephone consultation
 - Preventive health counseling
 - Coordination of inpatient, specialty, and convalescent care.
 - Routine immunization for tetanus and influenza

2. The Program excludes the following services:
 - Diagnostic testing
 - Procedures
 - Treatment by other providers
 - Medication costs
 - Co-payments
 - All other services not specifically addressed in Paragraph 1

FEES

3. Each Patient agrees to pay a fee of \$1,525 annually to participate in the Program for one year (“Annual Fee”), which shall be paid no later than the effective date. The Patient may choose to pay this semi-annually in two payments of \$775 each. The first payment is due on the effective date and the second is due on the first of the month on the sixth month thereafter.

4. The Patient understands and acknowledges that the Annual Fee is not warranted to be reimbursable under any insurance plan.

5. The Patient agrees to ensure that she/he will maintain adequate insurance or personal funds to cover medical care not covered by this Agreement.

6. To avoid termination from the Program, fees must be kept current.

7. With the exception of an annual physical examination (which is included in the Annual Fee) the Patient agrees to pay a fee of \$10 per office visit for services provided by the Physician.

RENEWAL AND TERMINATION

8. The Annual Fee shall cover a period of one year beginning on the Effective Date. To continue participation in the Program when the year expires, the Patient must renew this Agreement by paying the Annual Fee before the anniversary of the Effective Date. (For example if the Effective Date of this Agreement is July 1, 2003, the next Annual Fee must be paid by June 30, 2004).
9. The Patient or Physician may, on 30 days' notice in writing, terminate the Agreement at any time and for any reason. If the Patient or Physician terminates the Agreement, the Patient will receive a prorated refund of any unused portion of the Annual Fee. Such prorated refund will be based on the number of days the Patient has participated in the Program and on whether the Patient has received his/her annual physical examination (\$500).
10. Notwithstanding the execution of this Agreement by the Patient and receipt of the Annual Fee, the Physician may, at her sole and absolute discretion, reject the Agreement. In this case, the Annual Fee will be refunded.

ENTIRE AGREEMENT

11. The Patient and the Physician agree to be bound by the terms of this Agreement, all of which are expressed in this document. The Agreement includes no other term, promise, or representation.

NOTICES

13. Any communication required or permitted to be sent under the terms of this Agreement shall be in writing and sent via facsimile transmission or via certified mail, return receipt requested, to the addresses stated below. Any change of address shall be communicated in accordance with the provisions of this paragraph.

ARBITRATION

14. Any dispute or claim arising from or related to this Agreement shall be exclusively determined by arbitration. Unless otherwise agreed by the Patient and the Physician, the arbitration will be coordinated and determined by a panel of three arbitrators chosen by the American Arbitration Association. At least one of the arbitrators shall be a physician licensed to practice medicine in California. The initial costs of the arbitration, including any initial fees to be paid to the arbitrators, shall be paid by the party invoking the arbitration, but will be subject to reallocation by the arbitrators at the conclusion of the arbitration.

GOVERNING LAW

15. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

PATIENT SIGNATURE: _____

PATIENT NAME (PRINT): _____

DATE: _____

PHYSICIAN ACKNOWLEDGEMENT: _____

DATE: _____

Return to: Dawn Cortland, MD
180 Montgomery St, Ste 2370
San Francisco, CA 94104