Lori Openshaw, M.D. Fellow of the American Academy of Pediatrics Newport Pediatric Premier Care 1401 Avocado Avenue, #705 Newport Beach, CA 92660 T (949) 524 - 8890 F (949) 524 - 8891



Patient Application and Participation Agreement

By submitting this Patient Application and Practice Agreement ("Agreement"), the individual identified below ("Patient") is requesting to participate in the concierge medical practice format ("Practice") offered by Lori Openshaw, MD Inc. ("Dr. Lori Openshaw") of Newport Pediatric Premier Care (NPPC).

Concierge Pediatric Practice Format

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

24 hours/day 7 days/week, emergency access to Dr. Openshaw and her team through a dedicated phone and text service

Same day or next day appointments

Minimal wait time

Extended and unhurried office visits

Dedicated phone number and staff to expedite communication and appointment scheduling

Participation Fee:

The annual (12 month) fee for participation in the Practice is \$4,000 for 1st child, \$3,500 for 2nd child, \$3,000 for 3rd child, \$2,500 for 4th child ("Participation Fee"). This patient/patient representative (if a minor) agrees to pay the Participation Fee on the effective date of this agreement.

Patient Acknowledgments:

The patient/patient representative acknowledges and agrees that the practice is a unique program with certain specific limitations as follows:

<u>Patient Financial Responsibility for Other Fees Incurred</u>: The Participation fee covers the services set forth above under the Practice Format. All other services provided to the patient will be billed to the patient or, as a courtesy, to the Patient's Third Payer Payor (Insurance). The patient/patient representative will remain financially responsible for all the fees incurred, including applicable deductibles.

Use of Public Carrier Communications:

Dr. Openshaw and her staff will use their best efforts to keep communications with the patient/parent confidential in accordance with federal and state laws and regulations pertaining to the confidentiality of patient information. However, patient/parent is hereby advised that medical inquiries by patient/parent using email, fax, or cellular telephone are not guaranteed to be secure or confidential methods of communication, and that patient/parent accepts the risk of third party interception by using these methods of communication. Patient/Parent is also advised that such communications may become a part of the patient's medical record. **Patient/Parent should not use email or fax to communicate urgent or emergent medical issues.**

Term and Termination:

The term of Agreement is the <u>one year period</u> commencing on the Effective date set forth below. Patient/Patient representative may terminate this Agreement at any time during the term by providing Dr. Openshaw with written notice; however, no portion of the annual Participation Fee will be refunded. Patient/Patient representative understands and agrees that upon expiration or termination of this Agreement, the patient will no longer be a recipient of the concierge services. Dr. Openshaw may terminate this Agreement at any time upon thirty (30) days notice to Patient/Parent. In the event Dr. Openshaw 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.

The undersigned certifies that she/he 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 on behalf of Patient and Patient's Representative.

Patient _____

Parent/Guardian's Name:

Parent/Guardian's Signature: _____

FOR OFFICE ONLY:

Notice of Acceptance:

Dr. Lori Openshaw, MD hereby acknowledges receipt of the above mentioned Patient's application to become a patient of the Practice, and hereby accepts Patient mentioned above as a patient of the Practice as of ______ ("Effective Date") pursuant to the terms and conditions of this patient Application and Participation Agreement.

Signed: _____

Lori Openshaw, M.D.