

**Personalized HealthCare of Tucson, PLC
Services Agreement**

This Services Agreement (hereafter "Agreement") is entered into by and between Personalized HealthCare of Tucson, PLC, an Arizona professional limited liability company (hereafter "PHC"), and _____, (hereafter "Client").

WHEREAS, PHC is a provider services administered by Steven A. Wool, M.D., and Aldine S. Chandler, M.D. herein after collectively referred to as "Medical Provider" and is willing to provide, and Client desires to obtain those services,

NOW, THEREFORE, PHC and Client agree as follows:

1. **Agreement to Provide Services.** By executing this Agreement, Client hereby engages PHC to provide services, education and counseling as outlined below (the "Covered Services") and PHC hereby agrees to undertake to provide the Covered Services in favor of Client in accordance with the terms and conditions of this Agreement. Clients Primary Medical Provider is Steven A. Wool, M. D., but based on availability of Primary Medical Provider covered services may be with the available Medical Provider or with a Nurse Practitioner.

2. **Covered Services.** In consideration for Client's payment of the Annual Fee, as defined below, PHC shall provide the following Covered Services:

- a) Same day or next day appointments available for urgent health issues. Scheduling is with available Medical Provider, and may be with Nurse Practitioner
- b) Access to available Medical Provider 24/7 for urgent health issues available during office hours or on call after hours. Patients will be provided with contact information for after hours
- c) Adequate time per appointment to address patient's concerns based on medical condition
- d) Coordination of hospital care and transition to post-hospital care by available Medical Provider or nurse practitioner
- e) Expedited referrals to quality specialists as indicated for urgent medical conditions
- f) On-site clinical laboratory services
- g) On-site Nutrition Counseling

- h) On-site Strength and Fitness Evaluations
- i) Optimal Wellness Evaluations by Primary Medical Provider in addition to a basic physical. This may include vision testing, hearing testing, pulmonary function testing, determination of exercise vital sign and advanced body composition analysis
- j) Patient Educational Seminars
- k) Coordination of integrative services, including complementary alternative treatment modalities
- l) Immunizations such as influenza, pneumonia and other standard immunizations
- m) Travel immunization advice
- n) Nursing home and assisted living visits by Nurse Practitioner if needed for medical reasons

3. **Annual Fee.** In consideration of the Covered Services to be provided by PHC, as set forth above, the Client shall pay an annual fee (the "Annual Fee") to PHC in one payment due upon the execution hereof and upon each annual renewal of this Agreement. The Fee for the first pro-rated term of this Agreement is _____. PHC reserves the right to adjust the Annual Fee after the initial one (1) year term of this Agreement. The Parties hereto agree that the Annual Fee represents the Fair Market Value of the Covered Services to be rendered hereunder.

4. **Term/Termination.** This Agreement shall remain in full force and effect for a period of _____ from the Effective Date hereof, as specified below. Upon the expiration of the initial term of this Agreement and any renewal term thereafter, Client may extend the term hereof for an additional one (1) year renewal term by paying the Annual Fee as then established by PHC and, if requested by PHC, executing a written renewal or extension of this Agreement. Prior to the expiration of the then current term hereof, this Agreement may be terminated by the Client for any or no reason by delivering written notice of such termination to PHC. PHC may terminate this Agreement at any time by delivering written notice thereof to Client. Upon either such termination prior to the end of the initial one year term hereof or any renewal term, PHC shall refund to Client a pro-rata portion of the Annual Fee based upon a 365 day year and the number of days remaining in the then current term of this Agreement. The obligations of PHC under this Agreement are personal to the Primary Medical Provider, and in the event of the Primary Medical Provider's death, permanent disability, or separation from PHC, this Agreement shall be deemed automatically terminated by PHC. PHC will make all reasonable attempts to accommodate clients that may be affected, and/or provide assistance with transfer to another physician. PHC shall refund to Clients that transfer to another medical provider, a

pro-rata portion of the Annual Fee based upon a 365-day year and the number of days remaining in the then current term of this Agreement. Upon the expiration of the term of this Agreement if it is not renewed or upon any prior termination hereof, PHC will return to Client copies of all medical records concerning Client then in PHC's possession.

5. **Excluded Services.** Client acknowledges that the Annual Fee is payment solely for the Covered Services. Excluded services include all medical services, which are, or would normally be, covered by Client's insurance coverage. Client remains responsible for any non-covered medical services, deductibles or co-pays as required by his or her insurance coverage.

6. **Additional Terms.**

(a) **Mediation/Arbitration.** The parties to this agreement agree to submit to non-binding mediation in Pima County, Arizona any and all disputes arising between the parties regarding the breach, interpretation, enforcement or default of this Agreement. The parties will mutually select the mediator and will equally bear the cost for such mediation. Each party will be solely responsible for its respective legal fees and expenses associated with such mediation. If the parties fail to mutually select a mediator within ten (10) days of notice of a dispute or if the parties fail to resolve any such dispute through the above mediation process, the subject dispute shall be resolved by binding arbitration in Pima County, Arizona heard by an arbitrator agreed upon by the parties. If the parties are unable to agree on an arbitrator within ten (10) days, the parties shall submit to the presiding Civil Judge of the Superior Court in and for Pima County, Arizona to appoint an arbitrator. The arbitration shall be held in Pima County, Arizona and the decision of the arbitrator may be entered as a judgment in any court of competent jurisdiction. The cost of the arbitrator shall be paid one-half by each party. The Arbitrator shall have the right to award attorneys' fees and costs of arbitration against the non-prevailing party. An arbitration arising under this Agreement shall be controlled by the rules agreed to by the parties, and in the event the parties cannot so agree, then upon the rules as determined by the arbitrator. The parties hereby waive any and all rights to appeal the decision of the arbitrator and further agree that the arbitrator's decision shall be final and binding.

(b) **Assignment.** Neither this Agreement nor the rights or obligations of either Client or PHC hereunder may be transferred or assigned in any manner without the written consent of the other party.

(c) **Integration.** This Agreement represents the entire understanding of the parties hereto with respect to the subject matter hereof. No modification or amendment hereto shall be binding upon the parties unless set forth in a writing signed by both parties.

(d) **Enforcement.** This Agreement has been made and is deemed performed in the State of Arizona, and it shall be interpreted and construed in accordance

with the laws of the State of Arizona. Venue for any action arising out of this Agreement shall be proper only in Pima County, Arizona.

(e) Notice. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered in person or by certified mail, postage pre-paid, return receipt requested, and such notices shall be addressed as follows;

If to PHC: Steven A. Wool, M.D.
5210 East Farness Drive
Tucson, Arizona 85712

Aldine S. Chandler, M.D.
5210 East Farness Drive
Tucson, Arizona 85712

If to Client: _____

Or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery.

(f) Attorney's Fees/Legal Costs. In the event that either party shall bring an action hereunder, the prevailing party shall be entitled to reasonable costs and attorney's fees incurred in connection therewith.

(g) Severability. If any portion of this Agreement is found by a court or administrative agency of competent jurisdiction to be invalid or unenforceable, that portion of this Agreement shall be deemed to be omitted here from and the Agreement shall be deemed modified to the minimum extent required to render the balance of the Agreement valid and enforceable in accordance with its terms.

(h) Compliance with Federal Anti-Kickback and Physician Self-Referral Statutes. Notwithstanding any unanticipated effect of any of the provisions herein, no party intends to violate the federal Anti-Kickback Statute and/or the federal Physician Self-Referral Statute ('Stark II'); as such provisions are amended from time to time. In the event any court or administrative agency of competent jurisdiction determines this Agreement violates any of such statutes or that the compensation hereunder exceeds reasonable compensation for purposes of any services rendered, then the parties hereto agree to take such actions as necessary to amend this Agreement to comply with the applicable statutes

or regulations, as provided herein, or terminate the Agreement as counsel for the parties shall determine is necessary.

(i) Amendment. PHC shall have the right to amend this Agreement for the limited purpose of causing this Agreement to comply with any laws, rules, regulations, orders, ordinances or other similar regulatory requirements to which PHC may be subject, provided that such amendment shall not increase Client's liability to PHC hereunder or reduce PHC's obligations to Client hereunder, including but not limited to the obligation to provide the Covered Services. Client agrees to execute any such amendment to this Agreement and that such amendment shall be binding upon the parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of _____.

Client

Client (if couple)

By: _____

By _____

Personalized HealthCare of Tucson, PLC

By: Steven A. Wool, M.D.

By: Aldine S. Chandler, M.D.