

MEDICAL ACCESS CONTRACT

This Medical Services and Access Agreement ("Contract") is hereby made and entered into by and between MEDAC, PC., an Alabama Professional Corporation (herein referred to in this Contract as "MEDAC"), and _____ (referred to herein as "You").

RECITALS

You desire to receive access to the medical services specifically set forth below and MEDAC is willing to directly provide such services and access on the terms and conditions below.

1. **Covered Services.** For and in consideration of your agreements herein contained, MEDAC shall directly provide to you through its employees and contractors the following services:

(a) In Office Outpatient Diagnostic Treatment and Procedures consisting solely of the following: See Attached: Exhibit A during our established office hours. MEDAC reserves the right to change these hours if deemed necessary by MEDAC's administrative personnel.

(b). Cell Phone access to a physician/nurse practitioner ("MEDAC Provider") of MEDAC for consultation

(c). Physician Services provided by a MEDAC Provider ONLY

(d). House Calls will be made at the discretion of the MEDAC Provider and Patient together; not as a matter of convenience but as a matter of necessity; when the patient is unable to come into the office for evaluations. This shall not be used for True Emergencies.

IN NO EVENT SHALL MEDAC, PC BE RESPONSIBLE FOR ANY OF THE FOLLOWING:

(a). **HOSPITAL EMERGENCY ROOM CARE EXPENSES** - MEDAC SHALL NOT BE RESPONSIBLE FOR ANY CHARGES INCURRED BY YOU FROM EITHER THE HOSPITAL, OUTSIDE MEDICAL FACILITIES (SUCH AS LAB, XRAY, OR ANESTHESIOLOGY), OR ANY OTHER PHYSICIAN FOR MEDICAL TREATMENT YOU MAY RECEIVE DURING YOUR VISIT IN THE HOSPITAL OR EMERGENCY ROOM.

(b). **IN-PATIENT/OUT-PATIENT HOSPITAL EXPENSES** - MEDAC SHALL NOT BE RESPONSIBLE FOR ANY CHARGES INCURRED BY YOU FROM EITHER THE HOSPITAL, OUTSIDE MEDICAL FACILITIES (SUCH AS LAB, XRAY, OR ANESTHESIOLOGY), OR ANY OTHER PHYSICIAN FOR ANY MEDICAL TREATMENT YOU MAY RECEIVE WHILE YOU ARE IN THE HOSPITAL OR ANY OTHER OUTPATIENT EXPENSES INCLUDING CLINIICS.

Initial _____

(c). **PRESCRIPTION OR OTHER DRUG/PILL EXPENSES** - YOU WILL BE RESPONSIBLE FOR MAINTAINING ANY INSURANCE OR REIMBURSEMENT ARRANGEMENT AS YOU DEEM NECESSARY TO COVER ANY OF THE NONCOVERED SERVICES/PRESCRIPTIONS AND YOU HEREBY ACKNOWLEDGE AND AGREE THAT MEDAC IS NOT FINANCIALLY RESPONSIBLE HEREUNDER.

2. Payment. You hereby agree to pay MEDAC in advance under one of the following payment options for the covered services: [Select One]

Initial _____ **Automatic Debit:** The sum of **\$150.00 (for Individual)** or **\$250.00 (for Family)** is enclosed herewith for payment of services rendered. ACH, Debit Card or Credit Card drafts will be deducted thereafter on the 25th of each month for the Term of this Agreement.

Initial _____ Advance Payments: You may make advance payments by cash, credit card or check. Doing so will allow you a discount as follows:

- (a). 3 months : \$427 (Individual) & \$712 (Family) *(5% discount)*
- (b). 6 months : \$810 (individual) & \$1350 (Family) *(10% discount)*
- (c). 12 months : \$1440 (Individual) & \$2400 (Family) *(20% discount)*

Initial _____ *By selecting this payment option and signing a bank draft acknowledgement, you hereby authorize MEDAC to deduct and withhold the above sum from said account **on the 25th day of each month for the specified period of the contract after the initial signing of the contract.** If the 25th day falls on a weekend or holiday, then the deduction will fall to the next working business day. If you utilize a credit/debit card for payment, it will be drafted on the date agreed upon by both parties.

Initial _____ In the event that MEDAC fails to receive payment as stated above, you acknowledge and agree that MEDAC shall be entitled, at its option and in its sole discretion to cease providing services to you WITHOUT NOTICE and this contract shall immediately terminate and you will need to find another Physician.

Initial _____ 3. **TERM.** Subject to earlier termination as described below this Contract shall commence today and will continue until terminated by 30 day written Notification. **This Contract may be terminated upon 30 days prior written notice by You or MEDAC** and shall be terminated immediately upon your failure to pay. Except as terminated above, this Contract shall renew, subject to any amendments hereto, for additional 30 day periods indefinitely until terminated as described.

If you selected the Pre-Payment options above, upon termination you will only receive a refund for the Months left less the month included in the 30 day written notification requirement.

4. **Amendment.** This Contract may be amended upon written notice to you of any change in terms by MEDAC but such amendment shall only be effective 60 days after the date such written notice is provided to You hereunder. The Contract may also be amended by written document signed by You and MEDAC.

5. **Governing Law.** This Contract shall be governed by, and construed and interpreted in accordance with, the laws of the State of Alabama.

Initial _____ 6. **Binding Arbitration.** Client and MEDAC agree that any dispute arising under the terms of this Agreement, or regarding Client's relationship with MEDAC or the termination of the relationship, shall be submitted to final and binding arbitration as their exclusive remedy, without regard to whether the dispute in issue arises under Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991 and otherwise, 42 U.S.C §2000e et seq.; the Civil Rights Act of 1866, 42 U.S.C. §1981 as amended by the Civil Rights Act of 1991; the Civil Rights Act of 1870, 42 U.S.C. §1983; the Equal Pay Act, 29 U.S. C. §206(d) et seq.; the Age Discrimination and Employment Act, 29 U.S.C. §621 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 as amended by the Civil Rights Act of 1991; the Employee Retirement Income Security Act of 1974, as amended; the Rehabilitation and Rights Restoration Act, 29 U.S.C. §793 et seq. as amended by the Civil Rights Act of 1991, the Civil Rights Restoration Act of 1987, and otherwise; Executive Order number 1146 and/or 11375, or under other federal law, state law, and/or any other basis whatsoever whether or not characterized as violations continuing in nature. The selection of the arbitrator and all procedures and any hearing or proceeding shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

Initial _____ 7. **Bank Returned ACH Debit for Insufficient Funds.** If the Bank for insufficient funds returns your ACH debit, you will be held responsible for paying the maximum charge allowed by Alabama State Law

Initial _____ 8. **Agreement To Pay,** I the undersigned accept the fees charged as a lawful debt and promise to pay said fees including the cost of collection, attorney fees, and court costs if such be necessary, waiving now and forever the right to claim exemption under the constitution and laws of the State of Alabama, or any other state.

In order to signify MEDAC's and your understanding and agreement to the terms of this Contract, MEDAC and you are signing below.

Print Name

Signature

Date

MEDAC, PC

By: _____

As It's: _____

EXHIBIT A

MEDAC PROCEDURES

The basic medically necessary clinical procedures provided under contract to our MEDAC patients are as follows:

A. Physician Availability:

1. Office visits for diagnostic purposes during posted office hours by appointment.
2. Consultation by phone during office hours for minor medical inquiries
3. After hours consultation via mobile phone. as well as office visits as agreed upon
4. Home visits if deemed appropriate and necessary by the Provider and the patient.

B. Laboratory Services (if available in the office at the time of service):

1. Finger stick Blood Sugars
2. Rapid Strep Testing
3. Urinalysis
4. Other Point of Care Labs as available
5. TB (Tuberculosis) Skin Testing

C. Injections (If available in the office at the time of service and judged appropriate by the Provider)

1. Penicillin
2. Rocephin
3. Toradol (Ketorolac)
4. Phenergan (Promethazine)
5. Steroid Injections

***Immunizations are not available at this office with the exception of Tetanus (Td)**

D. Outpatient Surgical Procedures:

1. Skin Lesion Removal
2. Cryosurgery for skin lesions
3. Toe Nail Removal
4. Simple Skin Laceration repairs

The above provided services may be revised at any time (additions or deletions), and are at the direct discretion of Management of MEDAC.

Patient Initials

MEDAC OFFICE HOURS AND CONTACT

FOR EMERGENCIES CALL 911 before calling your Provider

1. For MEDAC appointments call the office number at **334-361-8555**

- * If no one picks up be sure to hit #1 on the menu to leave a message;
- a. we have found messages left on the main trunk are lost with no information they were left.
- b. When leaving a message you may expect a return call by lunch time for message left in the morning and before going home at the end of the day for messages left after 1pm.
- c. Please DO NOT leave multiple messages as this may slow down our ability to return your call in a timely manner.
- d. If your message or problem requires urgent return contact your provider via their Mobile phone as described below.

2. You have access to a Provider 24/7, 365 days a year including Holidays **334-462-6349**

- * Please honor the Provider by avoiding calling during Mealtimes, Sunday Mornings and Holidays for things that can wait till better times. **But don't hesitate to call if you have a need**
- a. Please leave a complete, Clear and Concise Message if no one answers that includes your full Name, Date of Birth, Pharmacy you prefer and details of your problem.
- b. If your problem is of an Urgent Nature call again immediately; seeing your name or number come up close together is your way of telling the Provider that you have an urgent issue.
- c. For non-Urgent issues you can expect a return call within one hour and may call again if you do not. Please be aware that sometimes phone calls do not come through. Also please make sure that we have an accurate number on your chart and put us at the top of your list to notify any time there is a change in your number.

3. OFFICE HOURS:

Monday : 8am to 11am and 1pm to 5pm

Tuesday: 8am to 11am and 1pm to 5pm

Wednesday : 8am to 11 am : OFFICE Closed after 11am

Thursday : 8am to 11 am and 1pm to 5pm

Friday : Office Closed

Saturday: Office Closed

Sunday: Office Closed

Major Holidays : Office Closed; Usually includes the Entire Week of Thanksgiving and Christmas (A Provider remains on call during the Holidays and Off Hours to meet your needs via mobile phone)

Initials

AUTHORIZATION AGREEMENT FOR PREAUTHORIZED DEBITS

I (we) hereby authorize MEDAC, PC to initiate debit and/or credit entries to my (our) account(s) attached to this page for the purpose of pre-authorized drafts in the amount of \$ _____

TRANSFER FREQUENCY: MONTHLY

START DATE: _____

BANK NAME: _____

ROUTING NUMBER: _____

ACCOUNT NUMBER: _____

**CREDIT CARD INFORMATION
VISA AND MASTERCARD ONLY**

I authorize MEDAC, PC to utilize the following credit card/debit card information to make my monthly payment for medical services. This card will be used to draft on the 3rd/25th of every month in the amount of \$ _____.

Patient Name: _____

Cardholder Name: _____

Card Number: _____

Expiration Date: _____

Code: _____

Zip Code: _____

This authority is to remain in full force and effect until MEDAC, PC receives written notification of its termination in such time and in such manner as to afford MEDAC, PC a reasonable opportunity to act on it.

Signature: _____ Date: _____

Johnnie W Strickland Jr MD
270 Interstate Commercial Park Loop
Prattville, AL 36066
334-361-8555
NPI: 1538152483

- >Johnnie W Strickland Jr. MD is excluded from Medicare effective January 1, 2007
- >The beneficiary or his or her legal representative accepts full responsibility for payment for
- >Johnnie W Strickland, Jr. MD's charges for all services furnished by Johnnie W Strickland Jr MD
- >The beneficiary or his or her legal representative understands that Medicare limits do not apply to what Johnnie W Strickland Jr MD may charge for items or services furnished by Johnnie W Strickland Jr MD
- >The beneficiary or his or her legal representative agrees not to submit a claim to Medicare or to ask Johnnie W Strickland Jr. MD to submit a claim to Medicare.
- >The beneficiary or his or her legal representative understands that Medicare payment will not be made for any items or services furnished by Johnnie W Strickland Jr. MD that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.
- >The beneficiary or his or her legal representative enters into the contract with the knowledge that he or she has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and that the beneficiary is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other physicians or practitioners who have not opted out.
- >The expected effective date will begin January 1, 2007 and expected expiration date of the opt-out period will be December 31, 2008
- >The beneficiary or his or her legal representative understand that Medigap plans do not and that other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.

NOTE:

A contract is not valid if it is entered into by a beneficiary or by the beneficiary's legal representative when the Medicare beneficiary is facing an emergency or urgent health situation. Medicare will make payment for covered, medically necessary services provided by a physician or practitioner who has opted out, in emergency or urgent care situations. The physician or practitioner cannot charge more than a nonparticipating physician would be permitted to charge, and must submit a claim on the beneficiary's behalf.

Beneficiary or his or her legal representative

Signature on file

Johnnie W Strickland Jr. MD