

**BONANOVA HOSPITAL MEMBERSHIP  
PRIMARY CARE AND EMERGENCY  
TRANSPORTATION SERVICE AGREEMENT**

THIS AGREEMENT BY AND BETWEEN BONANOVA HOSPITAL, REPRESENTED BY DR. ELIAS PERALES ACEVEDO, HEREINAFTER MENTIONED AS "THE SERVICE", AND \_\_\_\_\_

\_\_\_\_\_, HEREINAFTER MENTIONED AS "THE MEMBER", IS ESTABLISHED AS PER THE FOLLOWING DECLARATIONS AND CLAUSES:

**DECLARATIONS**

- I. DR. ELIAS PERALES ACEVEDO, LEGAL REPRESENTATIVE FOR BONANOVA HOSPITAL, S.A. DE C.V., DECLARES THAT HE CAN LEGALLY ENTER INTO THIS AGREEMENT AND THAT THE CLINIC HAS THE FEDERAL TAX REGISTRATION NUMBER HBO 0706183A7 AND ITS LEGAL ADDRESS IS HOSPITAL BONANOVA SA DE CV, BLVD BENITO JUAREZ, NO 907 ZONA CENTRO, ROSARITO BEACH, BAJA, CALIFORNIA, MEXICO AND IT WAS CONSTITUTED BY PUBLIC DEED #13,332, VOLUME #146, DATED JULY 16<sup>TH</sup> OF 2007, CERTIFIED BY NOTARY PUBLIC #1 OF THE CITY OF ROSARITO, B.C., BY ATTORNEY, LIC. LUIS A. DURAZO BAZUA, TELEPHONE #661-612-5157.
  
- II. DR. PERALES FURTHER DECLARES THAT BONANOVA HOSPITAL, S.A. DE C.V., HAS ALL THE NECESSARY FACILITIES TO RENDER PRIMARY CARE AND EMERGENCY LAND TRANSPORTATION SERVICES WITHIN THE TERRITORIAL LIMITS OF ROSARITO DEFINED AS: BEGINNING AT THE BONANOVA HOSPITAL NORTH TO "PLAYAS DE TIJUANA", WEST TO "THE PACIFIC OCEAN", EAST TO "PLAN LIBERTADOR", AND SOUTH TO "LA MISION", AND TO MAKE ANY NECESSARY ARRANGEMENTS TO TRANSPORT PATIENTS TO THE BONANOVA HOSPITAL, OR U.S. BORDER FOR TRANSFER TO AN AMERICAN AMBULANCE SERVICE. MEMBERS LIVING OUTSIDE THE DEFINED AREA MAY REQUEST SPECIAL APPROVAL FOR AMBULANCE SERVICE OUTSIDE OF THE DEFINED AREAS.
  
- III. THE UNDERSIGNED DECLARES TO BE AN ADULT OF FULL MENTAL CAPACITY AND LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.
  
- IV. "THE MEMBER" FURTHER DECLARES THAT HE/SHE IS AWARE OF THE PROFESSIONAL MEDICAL SERVICES RENDERED BY "THE SERVICE", AND HE/SHE IS WILLING TO ACCEPT THOSE SERVICES AS LISTED HEREIN.
  
- V. "THE MEMBER" FURTHER DECLARES THAT HE/SHE HAS READ AND FULLY UNDERSTANDS THIS AGREEMENT AND CONCURS WITH THE TERMS AND CONDITIONS OF THE AGREEMENT AND THE PROFESSIONAL SERVICES DEFINED HEREIN WHICH WILL BE PROVIDED BY "THE SERVICE".
  
- VI. ALL MEMBERS ARE REQUIRED TO HAVE A PHYSICAL EXAMINATION GIVEN BY BONANOVA HOSPITAL PHYSICIANS IN ORDER TO ESTABLISH A MEDICAL REFERENCE FILE. RENEWAL OF MEMBERSHIP WILL REQUIRE AN ANNUAL PHYSICAL EXAMINATION. NO MEMBERSHIP WILL BE DENIED OR TERMINATED DUE TO A PRE-EXISTING ILLNESS

**CLAUSES**

1. - SERVICES OFFERED UNDER THIS AGREEMENT: (MEMBERSHIP ALLOWS PAYMENT BY CREDIT CARD OR CHECK)

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12.6.2

FIRST: BY MEANS OF THIS INSTRUMENT, THE SERVICE IS OBLIGATED TO GIVE PROFESSIONAL ASSISTANCE CONSISTING OF MEDICAL ATTENTION AND/OR EMERGENCY LAND TRANSPORTATION TO "THE MEMBER", WHEN REQUIRED. A \$35 FEE WILL BE CHARGED FOR THE INITIAL PHYSICAL EXAMINATION AND OTHER PHYSICAL EXAMINATIONS REQUIRED THEREAFTER FOR MEMBERSHIP.

SECOND - ASSISTANCE GIVEN TO "THE MEMBER" BY "THE SERVICE", WILL CONSTITUTE THE FOLLOWING: SERVICES WHEN NECESSARY.

I. MEDICAL VISITS FOR ONE YEAR DUE TO AN ILLNESS, WITHOUT LIMITATION, INCLUDING THE FOLLOWING:

- A. CONSULTATION BY A GENERAL PRACTITIONER
- B. PRESCRIPTIONS FOR ANY AND ALL NECESSARY TREATMENTS. THE SERVICE DOES NOT INCLUDE MEDICATIONS.
- C. FOLLOW-UP CONSULTATION AND EVALUATION OF ILLNESS.
- D. 24 HOUR SERVICE, 365 DAYS A YEAR.
- E. IN-HOME DOCTOR CALLS - \$45.00 PER VISIT

II. APPLICATION OF ANY AND ALL MEDICATIONS PRESCRIBED BY "THE SERVICE", WITHOUT LIMITATION. ADMINISTRATION OF ANY OF THE FOLLOWING MAY BE BY A QUALIFIED NURSE:

- A. INTRA MUSCULAR OR INTRAVENOUS SHOTS.
- B. TAKING OF BLOOD AND OTHER SPECIMENS. (SEE V & VII REGARDING LABORATORY ANALYSIS)
- C. ALL SYRINGES, SALINE SOLUTIONS AND OTHER MATERIALS NOT INCLUDED.
- D. "THE SERVICE" DOES NOT INCLUDE MEDICATIONS. HOWEVER, THERE IS NO CHARGE FOR ADMINISTERING MEDICATIONS. ANY CONTROLLED MEDICATIONS MUST BE APPROVED AND PRESCRIBED BY THE ATTENDING PHYSICIAN AND WILL REQUIRE REGULAR EVALUATION OF THE MEDICATION.

III. "THE MEMBER" WILL PAY:

FIRST VISIT:	\$15
SECOND VISIT FOR SAME ILLNESS	\$15
THIRD VISIT FOR SAME ILLNESS:	\$15
THEREAFTER, EACH VISIT FOR SAME ILLNESS	\$15
FLU SHOTS (ONCE A YEAR)	\$25

IV. FIRST AID SERVICES WITHOUT LIMITATION

- A. FIRST AID FOR SPRAINS, INJURIES, BURNS AND/OR BRUISES THAT DO NOT REQUIRE AN OPERATION AND/OR HOSPITALIZATION.
- B. APPLICATION OF ANY AND ALL NECESSARY IMMOBILIZATION IN THE CASE OF SPRAINS OR BONE FRACTURES. DOES NOT INCLUDE REDUCTION OR RE-SETTING OF SPRAINS OR FRACTURES.
- C. SUTURING OF MINOR INJURIES THAT DO NOT REQUIRE INTERVENTION BY A SPECIALIST.
- D. ANY AND ALL SUTURE MATERIALS.

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E. ANY AND ALL MATERIALS FOR IMMOBILIZATION.

V. "THE MEMBER" WILL PAY:

	DOCTOR	MATERIALS
FIRST VISIT:	\$20	NOT INCLUDED
CLEANING WOUND (Pay for Materials only)	\$15	NOT INCLUDED
REMOVAL OF SUTURES (Pay for Materials only)	\$0	NOT INCLUDED
REMOVAL OF CASTS (Pay for Materials only)	\$0	NOT INCLUDED
THEREAFTER, EACH VISIT FOR SAME ILLNESS	\$15	NOT INCLUDED
IN-HOME DOCTOR CALLS PER VISIT BY GENERAL PRACTITIONER	\$45	
IN-HOME VISIT BY NURSE/CARE PROVIDER (EACH CALL)	\$35	

VI. ADDITIONAL SERVICES PROVIDED BY NURSE:

- A. BLOOD PRESSURE CHECKS - \$5
- B. GLUCOSE LEVEL CHECKS - \$5

VII. 15% to 25% DISCOUNT FOR OTHER HEALTH SERVICES, SUCH AS, PHARMACY, X RAYS AND LABORATORY SERVICES, PARTICIPATING IN OUR PROGRAM; (AN UPDATED LIST WILL BE ISSUED)

VIII. MEMBERSHIP DOES NOT INCLUDE SERVICES BY SPECIALIZED PHYSICIANS. (DISCOUNTS AVAILABLE THROUGH MEMBERSHIP SERVICES) i.e.,

GENERAL SURGERY  
 CARDIOLOGIST  
 LAPAROSCOPIC AND SURGERY  
 ENDOSCOPIC SURGERY  
 INTERNAL MEDICINE  
 UROLOGIST  
 PLASTIC SURGEON  
 PEDIATRIC SURGEON  
 PEDIATRICIAN  
 GYNECOLOGIST  
 EAR, NOSE, THROAT SPECIALIST  
 PATHOLOGIST  
 DENTIST-DENTAL IMPLANTS  
 RADIOLOGIST  
 HEARING AIDES

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- IX. "THE SERVICE" DOES NOT INCLUDE LABORATORY X RAYS OR MEDICATIONS. DISCOUNTS ARE AVAILABLE THROUGH MEMBERSHIP SERVICES AND ARE AVAILABLE THROUGH THE HOSPITAL SERVICES.
- X. EMERGENCY LAND TRANSPORTATION BY AMBULANCE:
- A. TRANSPORTATION SERVICES ARE AVAILABLE 24 HOURS A DAY, 365 DAYS A YEAR.
  - B. TRANSPORTATION SERVICE BOUNDARIES TO THE U.S. BORDER. ARE DEFINED UNDER "DECLARATIONS", "ITEM II" ABOVE
  - C. EMERGENCY TRANSPORTATION SERVICES INCLUDE TRANSPORTATION FROM RESIDENCE OF "THE MEMBER" TO BONANOVA HOSPITAL OR TO THE U.S. BORDER.
  - D. IN THE EVENT "THE MEMBER" IS UNABLE TO REQUEST A POINT OF DESTINATION FOR THE AMBULANCE, THE DOCTOR WILL DETERMINE WHETHER OR NOT THE PATIENT WILL BE TRANSPORTED TO THE BONAVONA HOSPITAL OR THE U.S. BORDER.
  - E. IN THE EVENT THE PATIENT DIES WHEN IN ROUTE TO THE BORDER, THE AMBULANCE SERVICE WILL DELIVER THE PATIENT AS PER INSTRUCTIONS IN ACCORDANCE WITH EXISTING LAW.
- XI. "THE MEMBER" MAY EXERCISE TWO OPTIONS TO CROSS WHEN TRANSPORTED TO THE U.S. - MÉXICO BORDER,
- A. "THE SERVICE" WILL REQUEST A PRIVATE AMBULANCE SERVICE TO BE MET AT THE BORDER WHERE "THE MEMBER" WILL THEN BE TRANSFERRED TO THE OTHER AMBULANCE. (CHARGES FOR U.S. AMBULANCE SERVICE MAY BE BILLED TO THE MEMBER'S PRIVATE MEDICAL INSURANCE POLICY). THE SERVICE WILL MAKE EVERY EFFORT TO NOTIFY "THE MEMBER'S" U.S. PHYSICIAN OR HMO HOSPITAL OF THE PATIENT'S CONDITION AND THE ESTIMATED TIME OF ARRIVAL AT THE BORDER.
  - B. "THE SERVICE" WILL DIAL 911 WHEN THE AMBULANCE ARRIVES AT THE BORDER.
    - 1. "THE MEMBER" WILL PAY \$145 FOR EMERGENCY TRANSPORTATION TO THE U.S. BORDER.. IN THE EVENT THAT "THE SERVICE" RECEIVES PAYMENT FOR INSURANCE COVERAGE, "THE MEMBER" WILL BE REIMBURSED THE AMOUNT PAID TO "THE SERVICE".
    - 2. MEMBERSHIP ALLOWS PAYMENT BY CASH, CREDIT CARD OR CHECK.
- XII. BONANOVA HOSPITAL AMBULANCES ARE EQUIPPED TO DEAL WITH ANY EMERGENCY DURING THE TRANSPORTATION OF A PATIENT. TWO PARAMEDICS WILL ALWAYS ACCOMPANY THE PATIENT. ALL AMBULANCES ARE EQUIPPED WITH:
- A. PULSE/OXYGEN MONITOR
  - B. HEART MONITOR/DEFIBRILLATOR
  - C. OXYGEN THERAPY EQUIPMENT.
  - D. EMERGENCY MEDICAL SUPPLIES.
- XIII. IF NEEDED, THE AMBULANCE SERVICE WILL BE ACCOMPANIED AND SUPERVISED BY A GENERAL PRACTITIONER AT AN HOURLY RATE OF \$45 PER HOUR.

DISCLOSURES:

- XIV. SERVICES DO NOT INCLUDE ANY TRANSPORTATION INSIDE THE USA TERRITORY. NO TRANSPORTATION IS PROVIDED FROM LOCATIONS WITHIN THE UNITED STATES INTO BAJA, MEXICO.
- XV. SERVICES DO NOT INCLUDE TRANSPORTATION TO AND FROM TECATE, ENSENADA OR ANY OTHER LOCATION NOT SPECIFICALLY MENTIONED HEREIN. IF THESE SERVICES ARE NEEDED, THEY MAY BE PROVIDED BY SPECIFIC AGREEMENT AND AT AN ADDITIONAL COST.
- XVI. SERVICES ARE NOT PROVIDED TO NON-MEMBERS WHO ARE NOT REGISTERED IN THE PROGRAM. MEMBERS CANNOT TRANSFER THEIR RIGHTS TO THIRD PARTIES. HOWEVER, IF REQUESTED, SERVICES CAN BE PROVIDED BY SPECIFIC AGREEMENT AND AT ADDITIONAL COST.
- XVII. SERVICES DO NOT INCLUDE OVER-NIGHT (IN-PATIENT) CLINIC CARE. ALL SERVICES PROVIDED UNDER THIS AGREEMENT COVER OUT-PATIENT SERVICES ONLY. ANY IN-PATIENT CARE OR OVERNIGHT CARE WILL BE CHARGED ADDITIONAL FEES BASED ON CURRENT RATES FOR NON-MEMBERS AT A 15% DISCOUNT

2. - LOCATION OF SERVICES:

THIRD - ANY AND ALL CONSULTATIONS WILL BE AT "THE SERVICE'S" ADDRESS LOCATED AT IN ROSARITO BEACH., UNLESS ARRANGEMENTS ARE MADE FOR IN-HOME VISITATIONS. APPOINTMENTS ARE REQUIRED TO RECEIVE ALL CONSULTATION SERVICES. "THE MEMBER" MUST PRODUCE HIS/HER IDENTIFICATION AND PROOF OF MEMBERSHIP. "THE MEMBER" WILL BE REQUIRED TO PRODUCE THE AGREEMENT NUMBER ASSOCIATED WITH THIS MEMBERSHIP WHEN REQUESTING SERVICES BY TELEPHONE.

3. COST OF THE SERVICE:

FOURTH - "THE MEMBER" WILL PAY "THE SERVICE" A YEARLY MEMBERSHIP FEE OF \$175 AND AGREES TO PAY THOSE FEES AS STATED HEREIN, WHEN REQUIRED, FOR ANY AND ALL SERVICES RENDERED UNDER THIS AGREEMENT. ANY AMOUNTS PAID BY "THE MEMBER" FOR THE INSURANCE CARRIER WILL BE REIMBURSED TO "THE MEMBER" UPON PAYMENT TO "THE SERVICE".

4 LEGALITY OF SERVICE:

FIFTH - "THE SERVICE" DECLARES THAT THE MEMBERSHIP FEE PAID TO "THE SERVICE" UNDER THIS AGREEMENT IS LEGITIMATE AND ACCORDING TO THE SERVICES OFFERED BY "THE SERVICE". ALL PARTIES AGREE THAT THERE IS NO INTENTIONAL ERROR, OR ILLICIT GAIN UNDER THIS AGREEMENT. BOTH PARTIES AGREE TO NULLIFY THIS AGREEMENT GRANTED UNDER THE LAW, THE TERM TO FILE, AND TO INDEMNIFY EACH OTHER IN ACCORDANCE WITH ARTICLE 17 OF THE BAJA CALIFORNIA CIVIL CODE.

5. PAYMENT FOR SERVICES RECEIVED:

SIXTH- ONCE "THE MEMBER" HAS RECEIVED BILLING NOTIFICATION OF PAYMENT FOR ANY SERVICE RECEIVED, HE/SHE IS HEREBY OBLIGATED TO PAY WITHIN A PERIOD OF TEN (10) CALENDAR DAYS BY CHECK, ELECTRONIC TRANSFER OR DEPOSIT INTO "THE SERVICE" BANK ACCOUNT, OR DIRECTLY AT "THE SERVICE'S" ADDRESS.

6. DATE AND TERM OF AGREEMENT

SEVENTH- THIS AGREEMENT WILL BE IN FULL FORCE AND EFFECT AT 12:00 NOON A JD WILL BEGIN ON THE DATE SIGNED ON SIGNATURE PAGE 7 AND WILL TERMINATE ONE YEAR FROM DATE OF SIGNATURE OF THIS AGREEMENT.

EIGHTH- IN THE EVENT "THE SERVICE" CANNOT PERFORM THOSE SERVICES AS STIPULATED IN THIS AGREEMENT, THEY ARE HEREBY OBLIGATED TO PROVIDE A SUBSTITUTE SERVICE WITH PROFESSIONAL CREDENTIALS AND RECOGNIZED EXPERIENCE TO PERFORM SUCH SERVICES.

7. ACTS OF GOD OR FORTUITOUS CASES

NINTH- THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY FOR ANY ACT OF GOD OR MAN THAT IMPEDES ITS EXECUTION. A REPRESENTATIVE OF EITHER PARTY MUST DELIVER WRITTEN NOTIFICATION TERMINATING THIS AGREEMENT, IN PERSON OR, WITHIN FIVE (5) CALENDAR DAYS AFTER THE REQUEST TO TERMINATE. BOTH PARTIES AGREE TO MAKE NECESSARY ADJUSTMENTS REGARDING ANY COSTS INCURRED FOR SERVICES RENDERED. NO MEMBERSHIP WILL BE DENIED OR TERMINATED DUE TO A PRE-EXISTING ILLNESS.

8. TENTH- THIS AGREEMENT CAN BE TERMINATED FOR THE FOLLOWING REASONS:

- A. NON-COMPLIANCE OF ANY OF THE OBLIGATIONS SET FORTH IN THIS AGREEMENT.
- B. ORDER FROM A JUDICIAL OR ADMINISTRATIVE AUTHORITY
- C. FALSE DECLARATION BY ANY OF THE PARTIES.
- D. PROVIDING OR REVEALING INFORMATION ABOUT "THE MEMBER" TO THIRD PARTIES
- E. IN THE EVENT OF DEATH

9. LEGAL ADDRESSES OF THE PARTIES

ELEVENTH- FOR PURPOSES OF THIS AGREEMENT, THE PARTIES DECLARE AS THEIR ADDRESSES, THE FOLLOWING:

\_\_\_\_\_

A. "THE MEMBER" (PRINT NAME)

\_\_\_\_\_

B. PHYSICAL RESIDENCE:

\_\_\_\_\_ PHONE: \_\_\_\_\_

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C. STREET: \_\_\_\_\_

MAILING

ADDRESS: \_\_\_\_\_

TOURIST

CAMP: \_\_\_\_\_

NEXT OF KIN: (PERSON RESPONSIBLE IN CASE OF CRITICAL ILLNESS)

RELATIONSHIP: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

TWELFTH - BOTH PARTIES DECLARE, RECOGNIZE AND ACCEPT THAT THIS AGREEMENT IS FAIR AND EQUITABLE AND HAS NO VICE, ERROR OR BAD INTENTION. BOTH PARTIES RENOUNCE ANY ACTION OR CAUSE OF ACTION, EXCEPT FOR THOSE MENTIONED HEREIN, TO TERMINATE OR DECLARE THIS AGREEMENT NULL AND VOID FOR ANY DISPUTE DERIVED FROM THE EXECUTION AND/OR INTERPRETATION OF THIS DOCUMENT. BOTH PARTIES SUBJECT THEMSELVES TO THE JURISDICTION OF THE COURTS OF THE CITY OF ROSARITO, BAJA, CALIFORNIA, MEXICO, AND EXPRESSLY RENOUNCE TO ANY OTHER FURTHER ACTION.

BOTH PARTIES HAVE READ AND UNDERSTAND THE MEANING AND LEGAL CONSEQUENCES OF THIS AGREEMENT AND SIGNIFY TO ITS ACCEPTANCE IN THE CITY OF ROSARITO, BAJA, CALIFORNIA, MEXICO ON THE DATE INDICATED BELOW:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

<p style="text-align: center;">THE SERVICE</p> <p>DR. ELIAS PERALES ACEVEDO BY HIMSELF AND AS LEGAL REPRESENTATIVE FOR BONAVONA HOSPITAL, S.A. DE C.V.</p>	<p style="text-align: center;">THE MEMBER</p> <p>_____</p>
<p style="text-align: center;">WITNESS</p>	<p style="text-align: center;">WITNESS</p>

Rev04 (03/9/08)