MEMBERSHIP AGREEMENT

FOR FURNISHING MEDICAL AND NON-MEDICAL SERVICES

This is an Agreement entered into and to be effective the ___ day of _____ 20___ (the "**Effective Date**"), by and between the person signing below (the "**Member**" or "**You**") and **My Personal Physician, PA**, a Texas professional corporation, of 903 Austin Highway, San Antonio, Texas (the "**Practice**").

Recital

The Practice provides primary care medical services to patients and employs Dr. Scott Campbell (the "**Physician**") for the purpose of providing the services defined in this Agreement. You desire to receive, in exchange for a fee, certain medical ("**Medical Services**") and non-medical services ("**Non-Medical Services**") (collectively the "**Services**") from the Practice as part of and by virtue of this membership agreement. The purpose of this Agreement is to set forth the terms and conditions of how the Services will be furnished to you by the Practice. You and the Practice, therefore, agree as follows.

1. *Payment*. In exchange for the benefits provided for in this Agreement, you agree to pay the Practice the fee set forth on the attached Schedule A. You may elect to pay this amount annually, biannually, quarterly, or monthly. If the monthly schedule of payments is elected, the Practice will require keeping a credit card on file that will be automatically charged each month. Your election with respect to the amount of the total annual fee, payment terms of the fee (i.e., annually, biannually, quarterly, or monthly), and the person(s) to whom this Agreement applies are set forth on the attached Schedule A.

2. *Medical Services*. The Practice will provide you with the Medical Services described in this paragraph 2. As used herein, the term Medical Services means those medical services the Physician himself is permitted to perform under the laws of the State of Texas, that are consistent with his training and experience as a general primary care and emergency physician, including facilitating hospital and emergency department care where permitted, and that are typically provided by general primary care physicians in their offices. Generally, such services encompass health promotion, disease prevention, diagnosis, care, and treatment of patients during health and all stages of illness, and minor trauma. Medical Services shall specifically EXCLUDE surgeries (other than minor laceration repair and the like), obstetrical and gynecological care (including pap smears and anything requiring a formal pelvic examination), diagnostic tests not normally administered by the Physician, and other services not typically rendered by general primary care physicians in their offices. Notwithstanding the above, you will be expected to pay the Practice, on the day of service, for its out-of-pocket cost of inoculations and other injections administered to you and your family members covered by this Agreement.

3. *Services*. The Practice will provide you with the following Non-Medical Services:

(a) *24 / 7 Access; After Hours Care*. You will have direct telephone access to the Physician on a twenty-four-hour per day, seven days per week basis. You will be given a phone number where you may reach the Physician directly around the clock. During the Physician's absence for vacations, continuing medical education, illness, emergencies, or days off, the Practice will provide the services of a substitute physician, and you will be given instructions as to how to contact the substitute physician. The substitute physician will be available to you to the same extent as the Physician,

although the substitute physician may be contacted through an answering service rather than directly.

The Physician is board eligible in emergency medicine and will be available to render minor emergency care to you. In the event of a minor emergency, if you cannot reach the Physician or the substitute physician immediately, you should call 911 or immediately go to the nearest hospital emergency department. **If your emergency is not minor (that is, if your emergency is life-threatening or of a serious nature), you should NOT call the Physician but instead, you should CALL 911 IMMEDIATELY.**

(b) *Facsimile and E-Mail Access*. You will be given the Physician's facsimile number and e-mail address to which non-urgent communications can be addressed. Such communications will be dealt with by the Physician or staff member of the Practice in a timely manner, including a reasonably prompt response to you by the Physician or by the staff member.

(c) *Same Day / Next Day Appointments*. If you call, fax, or e-mail the Physician prior to noon on a normal office day (Monday through Friday) to schedule an appointment for a sick visit, every reasonable effort will be made to schedule an appointment with the Physician on the same day. If you call, fax, or e-mail the Physician after noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort will be made to schedule a sick visit appointment with the Physician on the following normal office day. In any event, however, the Practice will make every reasonable effort to schedule a sick visit appointment for you on the same day that the request is made.

(d) *No-Wait Appointments*. You will be seen by the Physician immediately upon arriving for a scheduled office visit or after only a minimal wait in the Practice lobby or waiting area.

(e) *Extended Appointments*. The Physician will schedule thirty-minute to one-hour appointments with you.

(f) *Foreign Travel Consultations*. At your request, the Physician will consult with you regarding Center for Disease Control alerts, warnings, and health precautions and shall advise you regarding the current immunization and prophylaxis recommendations for the country to which you intend to travel. (Note: Because certain vaccinations are difficult to obtain on short notice, you should give the Practice adequate advance notice of your need for a travel consultation.)

The Physician may from time to time, due to emergency situations, like medical emergencies and natural disasters, not be available at the times referred to above, and you acknowledge such possibilities.

4. *Effective Date, Term, and Termination*. This Agreement will commence on the Effective Date and will extend for one year thereafter, except that you or the Practice may terminate this Agreement upon thirty (30) days' written notice to the other party. Such notice of termination will not, however, in and of itself, be deemed a termination of the physician-patient relationship between the Practice and you. Upon termination of this Agreement, any fees paid in advance by you will be refunded on a prorated basis as of the effective date of the termination, unless you are the party terminating this Agreement, in which case the Practice

may withhold three months of fees to cover administrative costs (or may retain the deposit made according to paragraph 1, above). Unless previously terminated as set forth above, at the expiration of the initial one-year term (and each succeeding one-year term), the Agreement will automatically renew for successive one-year terms upon the payment of the required annual fee (or installment of the annual fee) by you.

5. *Non-Participation in Insurance and Medicare*. You acknowledge that the Practice and the Physician do not participate in any health insurance or HMO plans or panels and have **opted out of Medicare**. Neither the Practice nor the Physician make any representations whatsoever that the fees paid under this Agreement are or are not covered by your health insurance or by other third-party payment plans applicable to you or your family. You will have the full and complete responsibility for any such determination. **If you are eligible for Medicare, or during the term of this Agreement become eligible for Medicare, then you agree to sign the agreement attached as Schedule B.**

6. *Arbitration of Disputes*. You agree that any dispute or disagreement under this Agreement will be resolved as you and the Practice (or the Physician) may amicably agree, and if we cannot agree then in accordance with the rules and procedures of the American Arbitration Association then in effect in the State of Texas. The decision of the arbitrator will be binding on you and the Practice and may be reduced to judgment in the State of Texas.

7. *Communications*. You acknowledge that communications with the Physician using facsimile, e-mail, and cell phone are not guaranteed to be secure or confidential methods of communications. As such, you expressly waive the Physician's obligation to ensure confidentiality with respect to correspondence using such means of communication. You acknowledge that all such communications may become a part of your medical records.

You authorize the Physician to communicate with you by e-mail regarding your "protected health information" (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations) using your e-mail address shown on the attached Schedule A. By inserting your e-mail address, you acknowledge that:

(a) E-mail is not a secure medium for sending or receiving PHI and, in particular, if you send or receive e-mail through your employer's e-mail system, the employer may have the right to review it.

(b) Although the Practice and the Physician will make reasonable efforts to keep e-mail communications confidential and secure, neither the Practice nor the Physician can assure or guarantee the confidentiality of e-mail communications.

(c) At the discretion of the Physician, e-mail communications may be made a part of your permanent medical record; and,

(d) E-mail is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information.

If you do not receive a response to your e-mail message within two days, you agree to use another means of communication to contact the Physician. Neither the Practice nor the Physician will be liable to you for any loss, cost, injury, or expense caused by, or resulting from a delay in responding to you as a result of technical failures, including, but not limited to, (i)

technical failures attributable to any internet service provider, (ii) power outages, failure of any electronic messaging software, failure to properly address e-mail messages, (iii) failure of the Practice's computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of e-mail communications by a third party; or (v) your failure to comply with the guidelines regarding the use of e-mail communications set forth in this paragraph.

8. *Dependant Members*. If you are signing for and on behalf of dependant Members, such dependant Members will be responsible under this Agreement as if they were adults on the date of this Agreement and had signed this Agreement. You, as the signing Member, agree to hold harmless and indemnify the Practice and the Physician for, from, and against any claims of the dependant Members based on or allowed by the fact that the dependant Members were minors on the date of this Agreement and/or did not sign this Agreement.

9. *Insurance or Other Medical Coverage*. This Agreement is not a substitute for health insurance or other health plan coverage (such as membership in an HMO). You acknowledge that the Physician has advised you to keep in full force your health insurance policy(ies) or plans in order to cover you and your family members for healthcare costs not within the definition of Medical Services under this Agreement and to prevent gaps in health coverage. You agree to keep your current health insurance in force and effect throughout the term of this Agreement, or, if you do not currently have health insurance, you agree to obtain such insurance and keep the policy in force and effect throughout the term of this Agreement.

10. *Amendment***.** No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all parties hereto. Notwithstanding the foregoing, the Physician may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation ("**Applicable Law**") by sending you 30 days advance written notice of any such change. Any such changes are incorporated by reference into this Agreement without the need for signature by the parties and are effective as of the date established by the Physician, except that you shall initial any such change at the Physician's request. Moreover, if Applicable Law requires this Agreement to contain provisions that are not expressly set forth in this Agreement, then, to the extent necessary, such provisions shall be incorporated by reference into this Agreement and shall be deemed a part of this Agreement as though they had been expressly set forth in this Agreement.

11. *Severability Payment*. If for any reason, any provision of this Agreement shall be deemed by a court of competent jurisdiction, to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the Agreement shall not be affected, and that provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.

If for any reason this Agreement is held to be invalid for any reason, and if the Physician is therefore required to refund all or any portion of the fees paid by you, you shall pay to the Physician an amount equal to the reasonable value of the Services actually rendered to you and your family members during the period of time for which the refunded fees were paid.

12. *Assignment*. You may not assign this Agreement or any rights you may have under it.

13. *Relationship of Parties*. The Practice and you intend and agree that the Physician, in performing his duties under this Agreement, is an independent contractor, as defined by the guidelines promulgated by the United States Internal Revenue Service and/or the United States Department of Labor, and the Physician shall have exclusive control of his work and the manner in which it is performed.

14. *Legal Significance*. You acknowledge that this Agreement is a legal document and creates certain rights and responsibilities. You also acknowledge that you have had a reasonable time to seek legal advice regarding the Agreement and have either chosen not to do so or have done so and are satisfied with the terms and conditions of the Agreement.

15. *Miscellaneous*. This Agreement shall be construed without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. Captions in this Agreement are used for convenience only and shall not limit, broaden, or qualify the text. This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter of this Agreement. This Agreement shall be governed and construed under the laws of the State of Texas. The parties expressly waive their right to trial in any court. All written notices are deemed served if sent to the address of the party written above or appearing in Schedule A by first-class U.S. mail.

The parties have signed duplicates of this Agreement on the date first written above.

_____
Member
_____, 20__
Date

_____
Member
_____, 20___
Date

My Personal Physician, PA

By_____
H. Scott Campbell, DO

_____
Date

Schedule A

Individual (Primary) Membership: **$3,300 per annum**

Member's Name: _____ E-Mail Address: _____

Address: _____

Home Phone Number: _____ Fax Number: _____

Cell Phone: _____ Work Phone: _____

Second Family Member (same address): **$3,300 per annum**

Member's Name: _____ E-Mail Address: _____

Address: _____

Home Phone Number: _____ Fax Number: _____

Cell Phone: _____ Work Phone: _____

Dependents: **$1,200 per child per annum (up to age 18)**

College Student **$1,800 per college student per annum**
(age 19-22; a parent must be an active patient)

Child Member #1: _____
Child Member #2: _____
Child Member #3: _____

Parent or guardian signature: _____

We require a minimum of half of the total fee to be paid at the initial appointment. The remaining balance must be paid within the following six months and can be paid quarterly or monthly.

Any and all past-due amounts will be charged 1.5% of the amount due, per month, until paid in full.