

## Membership Agreement

This patient membership agreement (the "Agreement") specifies the terms and conditions under which you, the undersigned patient ("Patient"), may participate in the program ("Program") offered by E David Pampe, MD ("Physician"). This Agreement will become effective on the date of your signature.

- 1. Program.** The Program's annual fee encompasses the following services ("Services"):
  - a. Annual Wellness Program, including advanced wellness screenings, diagnostics and wellness counseling
  - b. Personal Health Record
- 2. Annual Patient Fee.** You will pay an annual fee of \$1500 (Adults 40 years and older) or \$1000 (Juniors 39 years and younger) to the physician ("Annual") for each year that you elect to participate in the Program. The program will be limited to 600 patients. The limited practice size also enables the Physician to provide conveniences, such as same-day or next-day appointments that start on time, 30 minute visits, 24/7 availability via cell phone, and enhanced coordination of specialist care, at no additional charge to you.
- 3. Renewals and Termination.** The Annual Fee covers a period of one (1) year (the "Term"). Failure to pay the renewal Annual Fee prior to the anniversary of the Effective Date shall result in termination of your participation in the Program. (For Example, if the Effective Date is September 15, 2012, then you must renew on or before September 14, 2013.) You or the physician may terminate this Agreement for any reason prior to receiving your services, you will be entitled to a prorated refund of the Annual Fee. If you have received your Services, you will not be eligible for a refund, and you will be responsible for the balance of the Annual Fee. Upon the Physician's receipt of this Agreement and the Annual Fee, the Physician shall have the option, in its sole and absolute discretion, not to accept the Agreement and to return your payment to you (e.g., due to limitations on the number of patients). Unless otherwise terminated, this Agreement shall automatically renew for an additional one-year period upon the expiration of each Term.
- 4. Medical Care Services Excluded from Annual Fee.** The Annual Fee specified herein covers only the defined "Services" described in Section 1 above. Except for your Services, you and/or your insurer, as the case may be, will be financially responsible for paying for all healthcare and medical care services received by you from the Physician and his staff. The physician will bill you and/or your insurer, as the case may be, for those healthcare or medical services provided to you.
- 5. Co-Payments.** The Annual Fee does not affect the co-payments, co-insurance or deductibles that you are required to pay pursuant to the terms of your insurance coverage. You will continue to be financially responsible for any copayments, coinsurance or deductible amounts required by your insurer.
- 6. E-mail Communications; Privacy.** If you wish to send secure email communications to, and receive secure email responses from, the Physician and/or his employees, agents, and representatives, you should utilize the secure messaging provided through your personal Electronic Medical Records website. You should be aware that unlike the secure messaging provided through your personal Electronic Medical Records website, traditional email is not a secure medium for sending or receiving potentially sensitive personal health information. You also acknowledge and understand that e-mail in any form is not a good medium for urgent or time-sensitive communications. In the event a communication is time-sensitive, you must communicate with the Physician by telephone or in person. You acknowledge and understand that, at the discretion of your Physician, your email may become part of your medical record.
- 7. Entire Agreement.** The undersigned agrees to the terms of this Agreement, all of which are expressed herein. There are no promises or representations except as set forth herein.
- 8. Notice.** Any communication required or permitted to be sent under this Agreement shall be in writing and sent via U.S. mail to the address set forth in this Agreement. Any change in address shall be communicated in accordance with the provisions of this section.
- 9. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of which the Physician's office is located.
- 10. Billing.** Initial payments are processed at the time of enrollment. Subsequent payments are charged quarterly, semi-annually or annually as elected by the Patient.
- 11. Refund Policy.** Your membership fee covers the doctor's availability for complete supervision of your medical care 24/7 and coordination of all consultative care. We encourage patients to make regular office visits because preventive care is the best foundation for an excellent quality of life. Refund policy will be considered on a case by case basis.

## Autopay Information

First & Last Name \_\_\_\_\_ Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

Name on Card \_\_\_\_\_

Number \_\_\_\_\_ Expiration \_\_\_\_ / \_\_\_\_ CVC \_\_\_\_\_

Zip \_\_\_\_\_ Email Address: \_\_\_\_\_ Annual / Semi / Quarterly

This agreement will automatically be renewed and the card used to join this program will be charged per the billing cycle selected above.

Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_