#### PERSONALIZED CARE MEMBERSHIP AGREEMENT



THIS PERSONALIZED CARE MEMBERSHIP AGREEMENT (this "Agreement") is made effective as of the Effective Date (as defined below in Section 1), by and between the undersigned member and, if applicable, additional members listed on Schedule 1 hereto (each, a "Program Member"), and Riverview Personalized Care, LLC, a limited liability corporation, with the principal place of business at 185 W. 4<sup>th</sup> Ave, Suite B, Post Falls, ID 83854 ("Personalized Care Practice"; and together with Program Member(s), the "Parties"). In consideration of the mutual promises and undertakings set forth below and for other valuable consideration, receipt and sufficiency of which are hereby acknowledged by the Parties, and intending to be legally bound, the Parties hereby mutually agree, as follows:

- 1. Terms of Services; Program Services. The Terms and Conditions of Service attached hereto as <a href="Exhibit A">Exhibit A</a> (the "Terms") are incorporated herein and made a part of this Agreement by this reference. The Parties have read and agree to fully comply with the Terms. In consideration of the Member Amenities Fee (as defined below), Personalized Care Practice agrees to designate a physician to provide Program Member with the services and amenities, which are not covered by your health plan or any federal government program, as specifically described in the Terms (the "Program Services") in accordance with and as provided by this Agreement and the Terms. Payment of the Member Amenities Fee is not a condition for you to receive any professional medical services that are covered by your health plan or a federally-funded governmental program. The term "Effective Date" shall mean, for purposes of this Agreement and the Terms, the first (1st) or the sixteenth (16th) calendar day of month, whichever occurs first following receipt by SignatureMD of a copy of this Agreement signed by the Program Member.
- **2. Program Member Information; Additional Program Members.** Program Member represents and warrants that his/her information set forth below is accurate and complete, and agrees to promptly notify Personalized Care Practice of any changes. The information for the additional Program Members, if any, is set forth in Schedule 1, is accurate and complete, and will be updated promptly in writing if and when changed.

A. MEMBER NAME	B. DATE OF BI	RTH	C. E-MAIL ADDRESS			
D1. HOME PHONE	DNE D3. OFFICE P		HONE	D4. FAX		
E1. MAILING ADDRESS			E2. CITY		E3. STATE	E4. ZIP-CODE

3. Membership Amenities Fee. Program Member hereby selects the payment terms for the Program Services ("Member Amenities Fee") as indicated below and shall pay Member Amenities Fee in full in accordance with the terms. No part of the Member Amenities Fee paid by Program Member hereunder is being paid in consideration for any medical services covered by Program Member's insurer, health plan or by any governmental program, including Medicare.

ANNUAL MEMBER AMENITIES FEES							
(*Prepaid)	(*Quarterly Installments)						
Each Individual: \$1,500.00 (annually)		Each Individual: \$1,500.00 (annually, \$375.00 quarterly installments)					

### **ADDITIONAL NOTES**

**4. Payment Authorization; Execution.** Program Member either (i) tenders together with this Agreement the Member Amenities Fee, or (ii) hereby authorizes Personalized Care Practice's designee to bill one-fourth (1/4) of the Member Amenities Fee (that is, \$375.00) per calendar quarter (3 months) payable in advance to Program Member's:

CREDIT/DEBIT CARD	Visa	МС	Discover	AMEX	CARDHOLDER NAME			
CARD NUMBER			•		EXPIRATION		CC ZIP CODE	

Program Member understands and agrees to send checks for applicable Member Amenities Fees to:

Signature MD, 4640 Admiralty Way, Suite 410, Marina del Rey, CA 90292.

Program Member understands that credit card payments will be processed by Signature MD, Inc. and agrees to make payments by check payable to "SignatureMD".

(Signature Page Follows)

DM2\6687328.1



This Agreement, including the attachments and exhibits, will be fully binding upon each Party and constitutes the entire agreement between the Parties in connection with the subject matter in this Agreement, and supersedes all prior agreements and understandings between the Parties, whether written or oral, which have been made before the execution of this Agreement.

Program Member	Personalized Care Practice		
(Signature)	Ву:		
(Print Name)	Name: Lawrence K. Gibbon, MD		

DM2\6687328.1

# SCHEDULE 1 TO PERSONALIZED CARE MEMBERSHIP AGREEMENT



Additional Program Members (Riverview Personalized Care, LLC)
Program Member from page 1.

rrogram member from page 1							
A. 2ND MEMBER'S NAME	B. DATE OF B	IRTH	C. E-MAIL ADDRESS	5			
D1. HOME PHONE	NE	D3. OFFICE F	PHONE	D4. FAX	D4. FAX		
E1. MAILING ADDRESS			E2. CITY		E3. STATE	E4. ZIP-CODE	
F. ACKNOWLEDGED AND AGREED							
INITIALS:							
A. 3RD MEMBER'S NAME	B. DATE OF B	IRTH	C. E-MAIL ADDRESS				
D1. HOME PHONE	D2. MOBILE PHO	NE	D3. OFFICE F	PHONE	D4. FAX		
E1. MAILING ADDRESS			E2. CITY		E3. STATE	E4. ZIP-CODE	
F. ACKNOWLEDGED AND AGREED							
INITIALS:							
A. 4TH MEMBER'S NAME	B. DATE OF B	IRTH	C. E-MAIL ADDRESS				
D1. HOME PHONE	D2. MOBILE PHO	NE	D3. OFFICE F	PHONE	D4. FAX		
E1. MAILING ADDRESS			E2. CITY		E3. STATE	E4. ZIP-CODE	
F. ACKNOWLEDGED AND AGREED							

DM2\6687328.1

INITIALS:



### **EXHIBIT B**

## **AUTHORIZATION FOR RELEASE OF PROTECTED HEALTH INFORMATION**

By signing this Authorization, I hereby authorize and direct the use or disclosure of certain information pertaining to me, my health or my health care that is maintained by Lawrence K. Gibbon, MD (the "Entity").

- **1.** This Authorization concerns the following medical information about me: <u>demographic information including but not limited to</u> age, address, phone number, email address, name of insurer.
- 2. This information may be used or disclosed by the Entity to SignatureMD, Entity's Business Associate (as defined under HIPAA).
- **3.** This authorization automatically expires <u>after the termination</u>, for any reason, of my Personalized Care Membership Agreement with the Entity.
- **4.** The purpose(s) of this use or disclosure is: At my individual request, in order to facilitate and help administer concierge medical services between me and the Entity.
- **5.** I understand that at any time I have the right to revoke this Authorization pursuant to the Entity's Notice of Privacy Practices, except to the extent that the Entity has already acted in reliance on the Authorization. I understand that I may revoke this Authorization by contacting the Entity.
- 6. I understand that once information leaves the Entity, the Entity no longer directly controls the information.
- 7. I understand that the Entity is prohibited from requiring that I sign this Authorization as a condition of my enrollment or eligibility for benefits, except for specific exceptions not applicable here.

Signature of Patient or Patient's 1. Print Patient's Name Date Representative Signature of Patient or Patient's 2. Print Patient's Name Date Representative Signature of Patient or Patient's 3. Print Patient's Name Date Representative Signature of Patient or Patient's 4. Print Patient's Name Date Representative Lawrence K. Gibbon, MD Date If by and through a representative of a Patient My authority to sign this Authorization and agree to the terms herein exists because I am:

(Describe relationship to Patient, or source of authority to sign on Patient's behalf)

Acknowledged and agreed: