

THIS PERSONALIZED CARE MEMBERSHIP AGREEMENT (this “**Agreement**”) is made effective as of _____, (the “**Effective Date**”) by and between the **undersigned member** and, if applicable, **additional members** listed on Schedule 1 hereto (each, a “**Program Member**”), and James Malinak, MD, an individual, having an address of 5111 Garfield St., Suite A, La Mesa, CA 91941 (“**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 Exhibit 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.
- 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 BIRTH		C. E-MAIL ADDRESS	
D1. HOME PHONE	D2. MOBILE PHONE		D3. OFFICE PHONE		D4. FAX
E1. MAILING ADDRESS			E2. CITY		E3. STATE
			E4. ZIP-CODE		

- 3. HIPAA Release/Consent.** Program Member agrees, consents and authorizes Personalized Care Practice to disclose all of his/her protected medical information to Signature MD, Inc., in accordance with the Authorization Form accompanying this Agreement as Exhibit B (the “**Authorization**”), in order to facilitate and administer the Personalized Care Practice and Program Services. Simultaneously with execution of this Agreement, Program Member will sign and deliver the Authorization to Personalized Care Practice.
- 4. 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 \$1800 (annually)	Individual \$2000 annual (\$500 per quarter)
Two (2) adult individuals \$3400 (annually)	Two (2) adult individuals \$3800 (\$950 per quarter)
Third (3 rd) additional adult individual \$1400 (annually)	Third (3 rd) additional adult individual \$1600 (\$400 per quarter)

ADDITIONAL NOTES	
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- 5. 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, \$ _____) per calendar quarter (3 months) payable in advance to Program Member’s:

CREDIT/DEBIT CARD	<input type="checkbox"/> Visa <input type="checkbox"/> MC <input type="checkbox"/> Discover <input type="checkbox"/> AMEX	CARDHOLDER NAME	
CARD NUMBER		EXPIRATION	
		CC ZIP CODE	

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

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 _____ James Malinak, MD

 (Signature)

 (Print Name) By: James Malinak, MD

SCHEDULE 1 TO PERSONALIZED CARE MEMBERSHIP AGREEMENT*Additional Program Members James Malinak, MD**Program Member from page 1.* _____

A. 2ND MEMBER'S NAME		B. DATE OF BIRTH	C. E-MAIL ADDRESS	
D1. HOME PHONE	D2. MOBILE PHONE	D3. OFFICE PHONE	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 BIRTH	C. E-MAIL ADDRESS	
D1. HOME PHONE	D2. MOBILE PHONE	D3. OFFICE 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 BIRTH	C. E-MAIL ADDRESS	
D1. HOME PHONE	D2. MOBILE PHONE	D3. OFFICE PHONE	D4. FAX	
E1. MAILING ADDRESS		E2. CITY	E3. STATE	E4. ZIP-CODE
F. ACKNOWLEDGED AND AGREED				
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 James Malinak, MD (the "Entity").

1. This Authorization concerns the following medical information about me: demographic information including but not limited to 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 after the termination, 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.

Acknowledged and agreed:

_____	_____	_____
<i>1. Print Patient's Name</i>	<i>Signature of Patient or Patient's Representative</i>	<i>Date</i>
_____	_____	_____
<i>2. Print Patient's Name</i>	<i>Signature of Patient or Patient's Representative</i>	<i>Date</i>
_____	_____	_____
<i>3. Print Patient's Name</i>	<i>Signature of Patient or Patient's Representative</i>	<i>Date</i>
_____	_____	_____
<i>4. Print Patient's Name</i>	<i>Signature of Patient or Patient's Representative</i>	<i>Date</i>
_____	_____	
<i>James Malinak, MD</i>	<i>Date</i>	

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)