

ROBERT N. SCHNITZLER, MD, PA
PATIENT MEMBERSHIP AGREEMENT
(Robert N Schnitzler, MD – Concierge for Primary Care Medicine)

This is an Agreement entered into and to be effective the _____ (the “**Effective Date**”); by and between _____ (the “**Member**” or “**you**”) and **ROBERT N. SCHNITZLER, MD**, a physician employed by **ROBERT N. SCHNITZLER, MD, PA**, a Texas professional association, of 8122 Datapoint, Suite 700, San Antonio, Texas 78229 (the “**Practice**”).

Recital

The Practice provides general **primary care services** to the patients through its employed physician Robert N. Schnitzler, and through its employed non-physician practitioners, Victoria Paparelli, CCNS-AC (hereinafter the “**Non-Physician Practitioner**”), or Maria Cristina Rodriguez, RN, BSN (hereinafter “**Nurse**”).

You desire to receive, in exchange for a fee, certain **non-medical services** (the “**Services**”) from **Robert N. Schnitzler, MD** (the “**Physician**”) and the Practice as part of and by virtue of this patient 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. *Services.* The Practice will provide you with the following non-medical services:

(a) *Direct Contact.* You will have direct telephone access to the Physician and designated clinical coordinator to Physician (the “**Clinical Coordinator**”), on a twenty-four hour per day, seven day per week basis, and you will be given a special phone number where you may reach the Physician and Clinical Coordinator(s). During the Physician’s absence, 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.

(b) *Appointments.* If you call the Practice prior to noon on a normal office day (Monday through Thursday) to schedule an appointment, every reasonable effort will be made to schedule an appointment with the Physician or either the Non-Physician Practitioners or the Nurse on the same day. If you call the Practice after noon on a normal office day (Monday through Thursday) to schedule an appointment, every reasonable effort will be made to schedule an appointment with the Physician or either the Non-Physician Practitioner or the Nurse on the following normal office day.

(c) Enhanced, No-Wait Appointments. Your appointments' duration with the Physician or either the Non-Physician Practitioners or the Nurse will be provided in an enhanced, unhurriedly manner, and immediately upon arriving for a scheduled office visit or after only a minimal wait.

(d) Separate Reception Area. You will be provided with a separate reception area designated for Members of the Practice's and their family members. The reception area will have amenities and refreshments available to you and your family members.

(e) Prescription Facilitation Delivery. The Practice's clinical personnel will coordinate medical-related needs for the patient such as prompt filling and delivery of prescriptions.

(f) Travel Medicine Immunizations and Advice. If you are planning a foreign trip, at your request the Practice will provide you with advice and counsel regarding immunization that might be required for your trip.

(g) Electronic Medical Record (in a CD) for Travel. At your request, the Practice will supply you with a CD with your medical records compiled by the Practice. (A small fee will apply for additional CDs.)

(h) Illness Away from Home. If you become ill while away from home, the Physician or either the Non-Physician Practitioners or the Nurse will be available on a 24/7 basis to consult over the phone with the physician treating you at the out-of-town location.

(i) Escort to Medical Appointments. When requested, a member of the Practice's clinical personnel will be available to escort you for specialist consultations, diagnostic tests, and hospital care. Administrative fees (Exhibit A) will apply.

(j) E-Mail Access. You will be given the Practice's e-mail address to which non-urgent communications can be addressed. Such communications will be dealt with by the Physician, or either the Non-Physician Practitioners or the Nurse, or a staff member of the Practice in a timely manner, including a reasonably prompt response to you by the Physicians, or either the Non-Physician Practitioners or the Nurse, or a staff member.

(k) Teleconferences. When requested by you, the Physician, or either the Non-Physician Practitioners or the Nurse will hold telephone conferences with your family or advisors to review your medical situation.

(l) Communications with the Family, etc. When requested, the Physician or either the Non-Physician Practitioners or the Nurse will communicate verbally or in writing with your family or advisors with respect to your medical situation.

(m) Health Benefits Advisor. The Practice shall assign a member of its insurance and billing staff to assist you regarding your health benefits and with the process of utilizing such benefits and filing claims. You will have up to two (2) sessions per month, for up to an hour each session, with the health benefits advisor, during the Practice's regular hours, Monday through Thursday, 8:30am to 5:30pm. Questions to the health benefits advisor beyond this schedule will be for emergencies only and additional fee may apply.

(n) A 33% Discount. You will receive a 33% discount of the administrative fee of the San Antonio Medical and Wellness Institute's (an affiliate entity of the Practice) for annual preventive and wellness, and additional medical services you may need as part of your medical treatment.

(o) Visitors. In addition to the forgoing services, family members and friends temporarily visiting you from out of town may, for up to a two-week period each year, take advantage of the services described in subparagraphs (a) through (d), above. Such visitors will be cared for under the provision of paragraph 4, below, and shall be responsible for the payment of the Practice's normal and usual office fees. The visitors shall not be considered to be admitted as permanent patients of the Practice.

2. Concierge Membership Fees and Other Fees. In exchange for the Services provided for in this paragraph 1, and so that you may enjoy the attributes of the Practice described in this Agreement, you agree to pay the Practice the fees set forth on the attached Schedule A.

3. Non-Member Patients. You acknowledge that the Practice may have some patients who have not signed Agreements like the one you have signed ("**Non-Member Patients**"). The Practice, the Physicians, the Non-Physician Practitioners, or the Nurse will not provide, without an additional special charge, such Non-Member Patients with the same services as described in paragraph 1, above.

4. Other Medical Services. The Practice will also provide general internal medicine and cardiology services to you as a regular patient of the Practice, but such medical services will be arranged directly between you and the Practice, will be paid for by you directly, by your insurance company, or by Medicare (as the case may be) and are not covered by this Agreement. (As used in this Agreement, the term "Insurance Company" or "Insurance" will mean your private health insurance policy or your individual or group health plan, HMO, PPO, or other similar private health plan or coverage.) You or your Insurance Company (or Medicare, as the case may be) will be financially responsible to pay for all medical services.

You acknowledge that the fee paid under this Agreement does not affect the co-payments, co-insurance, or deductibles that you are required to pay pursuant to the terms of any Insurance contract or medical coverage, including Medicare. You will continue to be responsible for any co-payments, co-insurance, and/or deductible amounts required by your Insurance coverage or Medicare for medical services.

5. Effective Date, Term and Termination. This Agreement will commence on the Effective Date and will renew each year thereafter, except that you or the Practice may terminate this Agreement at any time upon thirty (30) days written notice to the other party. Upon termination of this Agreement, your annual fee, if applicable, will be refunded to you on a monthly prorated basis. 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.

6. Arbitration of Disputes. You agree that any dispute or disagreement under this Agreement will be resolved as you, the Practice, and 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, the Practice, and the Physician and may be reduced to judgment in the State of Texas.

7. Communications. You acknowledge that communications with the Practice, the Physicians, or the Non-Physician Practitioners, or the Nurse using e-mail and cell phone are not guaranteed to be secure or confidential methods of communications. As such, you expressly waive the Practice's, the Physicians' or the Non-Physician Practitioners' or the Nurse'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 Practice, the Physicians, or the Non-Physician Practitioners, or the Nurse 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 below 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 e-mail system;

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

(c) In the discretion of the Practice, 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 an e-mail message within two days, you agree to use another means of communication to contact the Practice's Physician, or the Non-Physician Practitioners, or the Nurse. Neither the Practice, the Physician, the Non-Physician Practitioners, nor the Nurse 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, or 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 use of e-mail communications set forth in this paragraph.

8. Other Physicians. You acknowledge that you have been given ample opportunity to find another physician, in lieu of signing this Agreement, and that you could have become a patient of another physician, in lieu of signing this Agreement.

9. Communications. You acknowledge that communications with the Physicians, or the Non-Physician Practitioners, or the Nurse using cell phones are not guaranteed to be secure or confidential methods of communications. As such, you expressly waive the Practice's, the Physicians' the Non-Physician Practitioners' or the Nurse's obligation to ensure confidentiality with respect to correspondence using such means of communication.

10. Insurance or Other Medical Coverage. This Agreement is not a substitute for health insurance or other health plan coverage (such as membership in a PPO, HMO, by Medicare, or by any other health insurance plan (as the case may be). You acknowledge that the Practice has advised you to obtain or keep in full force your health insurance policy(ies) or plans in order to cover you and your family members for healthcare costs. You acknowledge that this Agreement is not a contract that provides health insurance for you, and this Agreement is not intended to replace any existing or future health insurance or health plan coverage that you may carry for you or your family.

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

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

ROBERT N. SCHNITZLER, MD, PA

Patient:

By _____
Robert N. Schnitzler, President

Patient:

ROBERT N. SCHNITZLER, MD