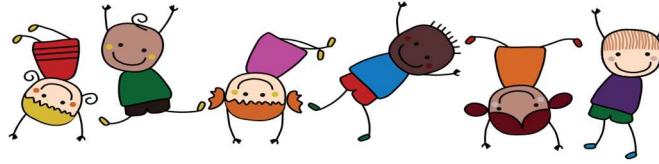


SEYMOUR H. GOLDBERG M.D. P.A.
PEDIATRICS/ D.P.C.
ORI Y. GOLDBERG M.D.



MEMBER AGREEMENT

Seymour H. Goldberg M.D. P. A. Pediatrics through its physician, Dr. Ori Y. Goldberg, deliver pediatric care at 7900 Fannin St. Suite 3250 Houston, Texas 77054. Member wishes to engage Seymour H. Goldberg M.D. P. A. Pediatrics to render certain services, through Physicians, to or for the benefit of the patient or patients described herein, and Seymour H. Goldberg M.D. P. A. Pediatrics wishes to be so engaged, all in accordance with the terms and conditions set forth in this Agreement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seymour H. Goldberg M.D. P. A. Pediatrics and Member, the parties agree as follows:

1. Services and Patient. Seymour H. Goldberg M.D. P. A. Pediatrics through Physicians, will render those services described in the Appendix to this Agreement ("Services")

2. Term. The term of this Agreement will be one year commencing on the Effective Date and will continue from year-to-year thereafter unless terminated by either Member or Seymour H. Goldberg M.D. P. A. Pediatrics.

Member may discontinue or terminate enrollment and participation in Member's Benefits at any time by providing thirty (30) days prior written notice to the practice. Payments are non-refundable for partial--month periods. Annual membership paid in full will receive refund for remaining months.

In the event member chooses to re-enroll then a registration fee of **\$150** will be applied at re-enrollment time.

The practice reserves the right to discontinue or terminate a member's enrollment and participation in Member's Benefits at any time for any reason by providing thirty (30) days prior written notice to the Member, including, without limitation, nonpayment of Membership fee or if the pediatrician is of the opinion that actions of a member are abusive or inconsistent with the intent of the Membership Agreement or the Practice.

3. Monthly Fee; Other Charges.

(a) Unless a different fee is agreed to in writing by Member and Seymour H. Goldberg M.D. P. A. Pediatrics, Member agrees to pay Seymour H. Goldberg M.D. P. A. Pediatrics a monthly fee (the "**Monthly Fee**") based on the following schedule:

PRICING:

- | | |
|----------------|-----------------|
| • \$200/Month | 0–12 Months |
| • \$185/Month | 13–23 Months |
| • \$170/Month | 2-6 Years Old |
| • \$150/ Month | 7-10 Years Old |
| • \$130/Month | 11-16 Years Old |
| • \$95/Month | 17-21 Years Old |

The Monthly Fee will be payable in advance, with the Monthly Fee for the first month payable upon execution of this agreement. Member may choose to pay 12 months of the Monthly Fee in one lump sum (versus monthly), in which case the Monthly Fee for that 12-month period will be discounted by 5%. Our office will send an individualized invoice to reflect this discount.

(b) Upon execution of this Agreement, Member shall pay Seymour H. Goldberg M.D. P. A. Pediatrics a non-refundable registration fee of \$175 per family.

(c) Member will be charged for Seymour H. Goldberg M.D. P. A. Pediatrics cost of vaccinations given to the Patient that are **not** covered by your insurance.

(d) The Monthly Fee, and all other charges under this Agreement, may be changed by Seymour H. Goldberg M.D. P. A. Pediatrics upon 30 days' written notice; provided, however, no change may occur during the first 12 months of the term of this Agreement, and provided further that if a Member has elected to pay the Monthly Fee for 12 months in one lump sum, then no change may occur during that 12-month period.

(e) For services provided by Seymour H. Goldberg M.D. P. A. Pediatrics for which there is an additional charge, Seymour H. Goldberg M.D. P. A. Pediatrics shall establish a fee for service rate schedule that will be made available to Member, which may be amended from time to time in Seymour H. Goldberg M.D. P. A. Pediatrics sole discretion.

4. Participation in Insurance. Member acknowledges that neither Seymour H. Goldberg M.D. P. A. Pediatrics, Physicians or any physician employed by or under contract with Seymour H. Goldberg M.D. P. A. Pediatrics participates in any health insurance, Health Maintenance

Organizations, Preferred Provider Organizations, Prepaid Medical Plans, other similar health care systems, Medicare, Medicaid or any other plan or arrangement with a third-party payor. Seymour H. Goldberg M.D. P. A. Pediatrics does not make any representations whatsoever that any fees paid under this Agreement are covered by Member's health insurance or other third-party payment plans applicable to Member and/or Patient. Member shall retain full and complete responsibility for any such determination.

5. Insurance or Other Medical Coverage. Member acknowledges and understands that this Agreement is not an insurance plan, and not a substitute for health insurance or other health plan coverage. It will not cover hospital services, any services not personally provided by Seymour H. Goldberg M.D. P. A. Pediatrics or Physicians, or any service not specifically set forth in this Agreement. Member acknowledges that Seymour H. Goldberg M.D. P. A. Pediatrics has advised that Member obtain or keep in full force such health insurance policies or plans that will cover Patient for general healthcare costs. Member acknowledges that this Agreement is not a contract that provides health insurance and this Agreement is not intended to replace any existing or future health insurance or health plan coverage that Member may carry for the benefit of patient.

6. Communications. Member acknowledges electronic communications, including, e-mail (During Office Hours), text messaging, video chat when necessary and after hours with Seymour H. Goldberg M.D. P. A. Pediatrics and Physicians **could not** be secure or confidential methods of communications. As such, Member expressly waives any obligation of Seymour H. Goldberg M.D. P. A. Pediatrics and Physicians to guarantee confidentiality with respect to correspondence using such means of communication. Member acknowledges that all such communications may become part of Patient's medical records. By providing Member's email address, Member authorizes Seymour H. Goldberg M.D. P. A. Pediatrics and Physicians to communicate with Member by email regarding Patient's personal health information. Member acknowledges that:

(a) Email and text messaging is not a secure medium for sending or receiving personal health information and a third party may have access;

(b) Although Seymour H. Goldberg M.D. P. A. Pediatrics and Physicians will make all reasonable efforts to keep email and text communications confidential and secure, neither Seymour H. Goldberg M.D. P. A. Pediatrics nor Physicians can assure or guarantee confidentiality of email communications;

(c) In the discretion of Seymour H. Goldberg M.D. P. A. Pediatrics or Physicians, email/text communications may be made a part of Patient's permanent medical record.

(d) Member understands and agrees that email/text is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information. **In the event of an emergency, or a situation in which the Patient could reasonably expect to develop into an emergency, Member shall call 911 or go to the nearest**

emergency room and follow the directions of emergency personnel. If Member does not receive a response to an email/text message, Member should call (713)-790-9800 (Office #) that will roll over to Dr. Goldberg's cell phone. Neither the Practice nor the Pediatrician will be liable to Member for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Member 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/text message; (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) Member's failure to comply with the guidelines regarding the use of e-mail/text communications set forth in this paragraph.

7. Availability. Member hereby agrees that Seymour H. Goldberg M.D. P. A. Pediatrics will not be liable for any failure to provide medical services hereunder in the event that Physicians or any physician employed by or under contract with Seymour H. Goldberg M.D. P. A. Pediatrics are assisting other patients in an emergency situation, are out of town, or are unable to make contact due to a telecommunication failure or transportation failure or due to other circumstances beyond the reasonable control of Seymour H. Goldberg M.D. P. A. Pediatrics or its physicians.

8. Reimbursement for Services Rendered. If this Agreement is held to be invalid for any reason and Seymour H. Goldberg M.D. P. A. Pediatrics is required to refund all or any portion of the Monthly Fees that have been paid by Member, then Member agrees to pay Seymour H. Goldberg M.D. P. A. Pediatrics an amount equal to the reasonable value of the Services actually rendered to each Patient during the period of time for which the Fee is required to be refunded.

9. Amendment. No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, Seymour H. Goldberg M.D. P. A. Pediatrics may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation ("Applicable Law") by sending Member 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 Seymour H. Goldberg M.D. P. A. Pediatrics. 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.

10. Assignment. This Agreement, and any rights Member or Patient may have under it, may not be assigned or transferred by Member or Patient.

11. Legal Significance. Member acknowledges that this Agreement is a **legal document** and creates certain rights and responsibilities. Member also acknowledges having had a

reasonable time to seek legal advice regarding the Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of the Agreement.

12. Entire Agreement. 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.

13. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas and all disputes arising out of this Agreement shall be settled by arbitration within proper venue and jurisdiction for Seymour H. Goldberg M.D. P. A. Pediatrics address in Houston, Texas.

14. Service. All written notices are deemed served if sent by regular U.S. mail, to Seymour H. Goldberg M.D. P. A. Pediatrics at the address listed above in this Agreement, and to Member at the address which Seymour H. Goldberg M.D. P. A. Pediatrics has on file.

15. Rules and Regulations.

- Do not share your doctor's personal phone number with others. This information is confidential and for your personal use ONLY.
- Limit after hour calls to **URGENT MATTERS ONLY**. You may send messages thru patient portal for nonurgent issues during office hours. Messages will be answered by the end of business day.

APPENDIX

SERVICES

Medical Services covered by the Member Agreement

- Well child visits. Well child visits will be offered under the American Academy of Pediatrics guidelines with extended and detailed appointments with the Pediatrician.
- Treatment of immediate problems. Visits for acute illnesses such as, but not limited to, cough, ear pain, belly pain and minor infections.
- Chronic care management. Visits for longer-term medical conditions that require more frequent monitoring such as, but not limited to, allergies, asthma, acne, eczema, developmental issues and behavioral problems and ADD/ADHD.
- Care coordination. Work with other members of Patient's healthcare team to optimize Patient's care.

In-office Diagnostic Testing at Minimal Cost

- Blood glucose
- Urinalysis by urine dipstick
- Stool blood
- Rapid group A strep

- Rapid respiratory syncytial virus (RSV)
 - Rapid influenza
 - Rapid Mono test
 - Rapid Covid
 - CBC

Treatment:

- Steroid Shot
- Antibiotics Shot
- Albuterol Nebulizer Breathing Treatment
- Umbilical Granuloma Cauterization
- Staple/Suture Removal and Syringe Wound Care

Cosmetic:

- Ear Piercing - **\$75**

Non-Medical Services covered by the Member Agreement

• Access. Member shall have access to the Physicians via phone, text message and email. Member shall be given a phone number where Member may reach the Physicians directly. Upon occasion, Physicians may not be available to provide services due to circumstances such as sick days, vacations or other similar situations. During such times, Member's calls will be directed to a physician who is 'covering' during the absence.

• Convenient Scheduling. Reasonable efforts for same day Sick appointments, when scheduled prior to noon on a regular office day (Monday-Friday); or the following regular office day, if scheduled after noon. Physicians shall make every effort to ensure that there is minimal wait time for any scheduled appointment.

• Longer Visits. When applicable for well or sick visits.

• Specialists. Seymour H. Goldberg M.D. P. A. Pediatrics shall coordinate with medical specialists to whom Patient is referred to assist Patient in obtaining optimal specialty care. Fees paid under this Agreement do not include and do not cover specialist fees or any fees due to other medical professionals; Fees do not include any outpatient, Imaging or Labs. In office texting and Treatment will be provided at a discounted/Minimal rate.

Patient Name: _____ **D.O.B.** _____

Patient Name: _____ **D.O.B.** _____

Patient Name: _____ **D.O.B.** _____

Patient Name: _____ **D.O.B.** _____

Patient Name: _____ **D.O.B.** _____

Patient Name: _____ **D.O.B.** _____

Parent Name: _____

Signature: _____

Date: _____