



## MEMBERSHIP AGREEMENT

### 1. Welcome and Overview

We are pleased that you have chosen to become a “Member” of Goldman CCPHP, LLC (the “Company”). By doing so, you will be introduced to a special, personalized approach to your health care that affords you ready access to your chosen physician, Dr. Gary H. Goldman (your “Physician”), and a broad range of what we call value-added practice enhancements.

This Membership Agreement (“Agreement”) sets forth the terms of your relationship with the Company, which works closely with your Physician and with your Physician’s medical practice (the “Practice”) to provide you with our special approach to care.

The Company will provide you with the “amenities and enhancements” described in Schedule 1 to this Agreement. The items and services listed on Schedule 1 are referred to as amenities and enhancements because they are designed to enhance your health care delivery experience by, among other things, providing you with ready, convenient, relaxed access to your provider of choice, and providing you with access to information and resources that will enable you to navigate the health care landscape efficiently and with increased understanding. The amenities and enhancements on Schedule 1 are not professional services and do not include items or services that are covered by health insurance plans.

In addition to providing you with the enhancements listed on Schedule 1, the Company has arranged to have your Physician available to provide you with the professional services that are listed on attached Schedule 2 (the “Professional Services”). Together, the amenities and enhancements, and the Company’s arrangement with the Practice to have your Physician available to provide you with the Professional Services, are called the “Enhancements.”

By electronically signing on to this Agreement and becoming a Member, you agree to the terms of this Agreement and you agree to pay the Company an annual Membership Fee. The Membership Fee pays the Company for providing you the Enhancements. The Membership Fee is described more fully below and on Schedule 3 of this Agreement; but we emphasize here that the Membership Fee does not cover or pay for any Professional Services provided by your Physician or the Practice. All Professional Services are performed by the Practice or your Physician, and the Practice will bill you separately for the Professional Services.

\* “Gary Goldman, MD/Castle Connolly Private Health Partners” is a “doing business as” (d/b/a) name for Goldman CCPHP, LLC, which is also referred to in this Membership Agreement as the “Company” and “we”.

### 2. You and Your Physician

Your Physician will be your primary treating physician for your obstetric and gynecological care and related services and will generally be available to you through the Communications Enhancements and in the manner described in Schedule 1. You understand, however, that your Physician may not be available from time to time due to illness, continuing medical education obligations, customary vacation periods or similar reasons. During any such unavailability, your Physician will designate a covering physician or other licensed medical professional to attend to your medical needs. Note that nothing in this Agreement will be deemed, construed or intended to influence or affect your Physician's or any covering practitioner's independent clinical judgment. Your Physician retains full and free discretion to exercise his professional medical judgment on your behalf.

### 3. The Role of the Company

The Company will provide you the Enhancements and will arrange with the Practice for the availability of your Physician to provide the Professional Services. As noted above, however, the Company does not engage in the practice of medicine or provide any diagnostic, therapeutic or clinical services; and, to the extent that any act or service required or permitted to be rendered by the Company by any provision of this Agreement may be construed or deemed to constitute the practice of medicine (as that term may be defined under New York law), you agree that that provision of this Agreement will be void ab initio and you further agree to waive the performance of that act or service by the Company.

### 4. Membership Fee

You agree to pay to the Company the annual Membership Fee specified on Schedule 3. Unless you sooner terminate this Agreement, the Company will bill you for any Renewal Year (as defined in this Agreement) before the beginning of that year. You agree to pay the Membership Fee for each Renewal Year (or the initial installment for that year, as applicable) within thirty (30) days after invoicing. Failure to pay the invoiced Membership Fee in a timely manner may result in termination of this Agreement. The Company reserves the right to change the Membership Fee at any renewal date of this Agreement, by giving you at least thirty (30) days' advance written notice.

Since the Membership Fee does not cover or pay for any Professional Services provided by the Practice or your Physician, you agree not to submit to your health insurer or health plan any bill, invoice or claim for reimbursement or payment with respect to the Membership Fee. You also understand and agree that this Agreement is a service contract and not a contract of insurance. You acknowledge that you may, however, in your discretion, submit the Membership Fee for reimbursement to any flexible spending account, health reimbursement account, or medical savings account of your employer in which you participate, but that the Company makes no representation that any part of the Membership Fee will qualify to be reimbursed from any such account.

### 5. Amendments

The Company may revise the Enhancements provided under this Agreement after giving you at least thirty (30) days prior written notice. Any such revision will be reflected on an amended Schedule 1 to this Agreement that will be provided to you with the notice. Additional Enhancements will be subject to such terms and conditions as may be specified in the amended Schedule to this Agreement.

### 6. Term and Termination.

Unless this Agreement is otherwise terminated as provided herein, the initial term of the Agreement will be for one (1) year, commencing on the Effective Date (the “Initial Year”), and the Agreement will automatically renew for successive one year (1 year) periods (each, a “Renewal Year”), unless either party notifies the other party in writing, not less than thirty (30) days prior to the expiration of the Initial Year or the Renewal Year, as applicable, of that party’s desire not to renew this Agreement.

Either party may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the other party. If you terminate this Agreement, you will be refunded the pro-rata portion of your annual Membership Fee, minus an administrative fee of two hundred dollars (\$200) (“Administrative Fee”). This Administrative Fee will be due regardless of how long you have been a Member. If the Company terminates this Agreement, you will be refunded a pro-rata portion of your annual Membership Fee and no Administrative Fee will be due. Any pro-rated refund will be based on the number of days you have been a Member. Upon the Company’s receipt of this Agreement and the Membership Fee, the Company will have the option, in its sole and absolute discretion, not to accept this Agreement (e.g., due to limitations on the number of Members) and to return your payment to you. In the event of your death, this Agreement will immediately terminate. The foregoing notwithstanding, in the event your Physician becomes unavailable during the term of this Agreement due to illness or other disability, you agree that you will not be entitled to a refund of any portion of the Membership Fees previously paid by you.

7. Attachments. Included as part of this Agreement are (i) the list of Enhancements (Schedule 1); (ii) the list of Professional Services provided by the Practice (Schedule 2), (iii) the Member Fees and Payment Plan (Schedule 3), (iv) an Authorization for Disclosure of Personal Health Information (“PHI”) (Schedule 4); and (v) Additional Terms and Conditions (Schedule 5).

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the parties intending to be legally bound have executed this Agreement on the date first written below.

**Goldman CCPHP, LLC:**

**MEMBER:**

By: \_\_\_\_\_

\_\_\_\_\_

Effective Date: \_\_\_\_\_