

**COOPERATIVEPLUS/PPC DIRECTORY OF BENEFITS**  
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## Patient/Physician Cooperatives (PPC)

### Directory of Benefits

### PPC Membership

This is a Healthcare Cooperative between patients and physicians that includes guaranteed pricing for healthcare at **fair and reasonable prices** for members, using the cooperative's member physicians, contracted networks, and participating facilities.

### Organization History

In 2005, members of Tomorrow's Bread Today, or TBT, a non-profit tax-exempt organization in Houston, Texas, formed a **non-profit association** called **Senior Patient Association**. The purpose of the association was to provide members with access to basic healthcare services. **Senior Patient Association** (that does business as **Patient/Physician Cooperatives**) has been able to make healthcare economical and gain the support of many highly qualified physicians, nurses, and alternative care providers.

**Patient /Physician Cooperatives (PPC)** gives the local medical cooperative proper governance and helps it recruit the individual patient and physician members. PPC contracts with physicians in **Accountable Care Organizations (ACOs)** and **Independent Practice Associations (IPAs)**. These groups each have hundreds of physicians as members in primary care practices and in specialty practices.

In a pilot study before the first local cooperative was established, PPC treated 4,000 patients and surveyed them about their abilities to pay monthly for primary healthcare services. Based on the survey, PPC found that patients said they could pay between \$30 and \$50 per month for primary healthcare services. The participating physicians in the ACOs and IPAs found that level of monthly pay was adequate to care for an individual patient provided they would pay the fee each month for a year. These fees covered the cost of the physician, his or her staff, and overhead.

The fees were established as a direct payment agreement between the physician and his or her patient, which PPC named "**Concierge Plus.**" The difference in the retainer amounts of \$30 and \$50 is the level of services provided by the different clinics.

**Senior Patient Association (Patient Physician Cooperatives)  
Discount Healthcare Program Operator  
Registration # 1721390**

**Disclosures**

**None of the listed benefits of the Senior Patient Association (DBA–Patient Physician Cooperatives) are insurance, except for an Association Group Hospital Indemnity Policy and Group Stop Loss Reinsurance issued to the Association by Authorized Insurers.**

The plan (not including the Group Hospital Indemnity Policy and Stop Loss Policy) provides discounts at certain healthcare providers of medical services. The plan member is obligated to pay for all healthcare services but will receive a discount from those healthcare providers who have contracted with the discount plan organization.

**In several states, primary care services, lab and diagnostic are paid for through the Concierge Plus Monthly Retainer Payment Agreements directly between provider and patient member.** In other locations, the lab and imaging services are based on fee-for-service at discounted rates, payable at the time of service.

The discount card program is purchased by **PPC** from **Doc Wellbee, Inc.** It contains a 30-day cancellation period. Members shall receive a full refund of membership fees, excluding registration fee, if membership is canceled within the first 30 days after the effective date.

**Discount Plan Organization:** Senior Patient Association (DBA– Patient/Physician Cooperatives) is a Discount Healthcare Program Operator with Texas Registration # 1721390, 921 CR3704B, Splendora, Texas 77372. For further information, go to [www.PatientPhysicianCoop.com](http://www.PatientPhysicianCoop.com)

The Discount Plan for Dental is licensed by Aetna.

**Teladoc Disclosures**

Teladoc does not replace the primary care physician. Teladoc does not guarantee that a prescription will be written and operates subject to state regulations. Teladoc does not prescribe DEA controlled substances. Teladoc physicians reserve the right to deny care for potential misuse of services. Teladoc, Inc. © 2002-2018.

**Pharmacy discounts** are *not insurance* and are not intended as a substitute for insurance. **The discount is only available at participating pharmacies.**

### **What is PPC and How is it Different from an Insurance plan?**

Patient/Physician Cooperatives (PPC), established in 2005, is a non-profit organization of patients, physicians, and member representatives. PPC is not an insurance product; it is a group of physicians who have joined together to give their patients, who are members of PPC, access to affordable, basic healthcare through mutual support.

### **Membership Agreement with Doc Wellbee**

This Membership Contract Agreement and the membership card constitutes the entire agreement.

Plan type: **Patient/Physician Cooperatives**  
Family plan membership includes all legal dependents.

#### **Disclosures and limitations:**

- **The advertised plan is not a health insurance policy.**
- **The advertised plan provides discounts at certain healthcare providers for medical services.**
- **The advertised plan does *not* make payments directly to the providers of medical services.**
- **The advertised plan *member* is obligated to pay for all healthcare services but will receive a discount from those healthcare providers who have contracted with the discount plan organization.**
- **The Discount Medical Plan Organization is Doc Wellbee, Inc, located at 3957 Pleasantdale Rd. Suite 102, Atlanta, GA 30340.**

Please visit the Doc Wellbee website: [www.docwellbee.com](http://www.docwellbee.com) for a current fee schedule and listing of Dental Providers located near you.

The contract *effective date* is the date of the individual PPC membership and shall remain in effect until terminated.

Termination of membership: Doc Wellbee requires a written notice from PPC for the member a minimum of 30 days prior to desired cancellation date. If the member cancels his or her membership with Doc Wellbee within the first 30 days after the effective date of enrollment in the plan, the member shall receive a reimbursement within 30 days of all periodic charges upon return of the discount cards to PPC.

For questions, complaints, or concerns regarding membership or plan benefits, please call Doc Wellbee Monday through Friday (8:30 a.m. - 5:30 p.m. EST) to speak with a representative.

### **Benefit Types for Each Plan Being Offered**

- A. Discounted Healthcare Rates** for cash-at-time-of-service (based on prices set near Medicare Rates – these average 66% less than the usual rates). Voting membership in the Association is for each adult 18+ years. Discounts come from contracts with **Accountable Care Organizations** that are members of National Association of Physician ACOs and from **MultiPlan PHCS** networks.
  
- B. Primary Medical Care from PCPs** (\$0 Copay)
  
- C. Lab Tests** (\$0 Copay from Selected Labs)
  
- D. Diagnostic Imaging** (\$0 Copay from Selected Clinics)
  
- E. Teladoc - Consult via Phone** (\$0 Copay)
  
- F. Dental Care Discounts**

**G. Vision Care Discounts**

**H. Prescription Drug Discounts**

**I. Hearing Care & Hearing Aid Discounts**

**J. Health Risk Assessments**

**K. 7/24/365 Roadside Assistance Services**

**L. Patient Advocacy**

**M. Group Hospital Indemnity Insurance**

**N. Employer-Sponsored Health Plans that use the PPC benefits in conjunction with their ERISA Trusts. These plans are for groups offering a qualified plan to their employees and dependents, which plan includes the PPC benefits, indemnity insurance, and stop loss reinsurance.**

**O. Health Club Membership**

## **Type of Benefits in each Plan**

<b>Plan 1</b>	<b>A, C, E, F, G, H, I, J, K, &amp; L (Discounts + Lab)</b>
<b>Plan 2</b>	<b>A, B, C, E, F, G, H, I, J, K, L, &amp; O (Plan 1 + PCP + Health Club)</b>
<b>Plan 3</b>	<b>A, B, C, D, E, F, G, H, I, J, K, L, &amp; O (Plan 2 + Imaging)</b>
<b>Plan 4</b>	<b>A, B, C, D, E, F, G, H, I, J, K, L, M, L, &amp; O (Plan 3 + Stop Loss )</b>
<b>Plan 5</b>	<b>A, B, C, D, E, F, G, H, I, J, K, L, M, N, &amp; O (Plan 3 + Group Indemnity Insurance + Stop Loss in an ERISA Plan)</b>

## **Cost for Plan Options (Not insurance)**

**\$20 one-time enrollment fee per application**

### **1. Basic Membership in PPC Includes:**

- **PPC Provider Network**
- **Multiplan-PHCS Value Point Provider Network**
- **Aetna: Dental discount plan**
- **Affordable Healthcare**
- **Vision, Hearing & Roadside Assistance, Teladoc Telemedicine Services**
- **Phoenix PBM: Prescription discount plan**



- **PPC: Patient Advocacy**
- **Quest or Clinical Pathology Laboratories CPL for lab tests**
- **Health Club Membership**

<b>Monthly Cost:</b>	<b>Adult</b>	<b>Child</b>
	<b>\$35.00</b>	<b>\$20.00</b>

**2. Concierge Plan:**

**The Basic Membership plus primary Care at \$0 copay.**

<b>Monthly Cost:</b>	<b>Adult</b>	<b>Child</b>
	<b>\$89.00</b>	<b>\$50.00</b>

**3. Concierge Plus Plan:**

**The Basic Membership plus primary care at \$0 copay, and medical Imaging at \$0 copay.**

<b>Monthly Cost:</b>	<b>Adult</b>	<b>Child</b>
	<b>\$109.00</b>	<b>\$75.00</b>

**\*\*All Plans are for a one-year terms. The rates reflect monthly payments based on financing the annual Dues and Fees. Zero copay benefits are with designated participating providers only.**

**Buy-up options can be added to Basic, Concierge, or Concierge Plus plans. The buy-up options below are insurance products that can be purchased in addition to the PPC membership options.**

**Pan American Life Summary of Indemnity Coverage – Policy Number 98210**

<b>Inpatient first 20 Days</b>	<b>\$2,000 each day</b>
<b>Intensive care up to 10 Days</b>	<b>\$4,000 each day</b>
<b>Substance Abuse up to 10 Days</b>	<b>\$1,000 each day</b>
<b>Mental Illness up to 20 Days</b>	<b>\$1,000 each day</b>
<b>Skilled Nursing up to 17 days</b>	<b>\$1,000 each day</b>
<b>Inpatient Major Surgical Benefit</b>	<b>\$3,000</b>
<b>Inpatient Anesthesia Benefit</b>	<b>\$750</b>
<b>Outpatient Surgical Benefit</b>	<b>\$1,500</b>
<b>Outpatient Anesthesia</b>	<b>\$375</b>
<b>Outpatient Surgical Facility up to 2 days</b>	<b>\$500 each day</b>
<b>Outpatient Lab</b>	<b>\$25 for 3 days</b>
<b>Outpatient XRay</b>	<b>\$70 for 2 days</b>
<b>Outpatient Advanced Studies</b>	<b>\$300 for 2 days</b>
<b>Emergency Room Sickness</b>	<b>\$200 for 1 day</b>
<b>Medical Accident with \$100 deductible up to</b>	<b>\$2,500</b>
<b>Group Term Life</b>	<b>Member \$5,000</b>
	<b>Spouse \$2,500</b>
	<b>Children \$1,250</b>
	<b>Infant \$200</b>
<b>Accidental Death or Dismemberment</b>	<b>\$10,000</b>

**(Ask your rep for a plus spouse, plus children, and Family rate.)**

**Monthly Cost: \$76 per person**

**Partner's Re Stop Loss Coverage – Policy Number 11835**

**Deductible \$50,000 per year**

<b>Coinsurance</b>	<b>10%</b>
<b>Maximum Benefit</b>	<b>\$5,000,000 per year</b>
<b>Monthly Cost:</b>	<b>\$42 per person</b>

### **Multiplan**



Founded in 1980, MultiPlan is the industry's most comprehensive provider of healthcare cost management solutions.

- 900,000 healthcare providers under contract, an estimated 68 million consumers accessing our network products, and 40 million claims reduced through our network and non-network solutions each year.
- The only company that can offer access to the leading independent national primary PPO as well as our complementary network, and negotiation and medical reimbursement services through a single electronic submission.

MultiPlan has the know-how and creativity to offer more choices and more value for today's healthcare payers and providers.

### **Plan Benefits Summaries**

#### **Basic Membership in the Cooperative (A)**

Services from PPC medical providers that are not covered by group insurance as is types (M) and (N) or are not based on a monthly payment plan types (B), (C) and (D) are paid for

with cash, check or credit card at the time of service based on discounted prices which average from 50% to 70% less than the usual charges. Each person in the Association has this benefit and each adult member is entitled to a vote at the annual meeting.

### **Concierge Plus—Primary Medical Care (B)**

Primary medical care services are provided to members with no co-payment and no health qualifications. Members choose their primary care physician (PCP) from the PPC Provider Directory, from among listed Family Practitioners, Internists, General Practitioners, Masters or Doctors of Eastern Medicine, and Naturopaths. Each member signs a monthly payment plan agreement with his or her chosen PCP. This payment entitles the member to \$360 or \$600 of services per year from the PCP based on discounted prices. If during the year the \$360 or \$600 has been used then additional services are paid for at \$30 per visit. Typically, members do not exceed the \$360 or \$600 limit. If they have plan 5 then the \$30 payment is waived.

### **Lab Tests (C)**

Each member in all plans (1-5) has lab services available with no copayment from **Clinical Pathology Laboratories (CPL) or Quest, depending on the choice of Primary Care Physician**

A simple blood test is necessary for the prevention or early detection of diseases. The earlier a problem is identified, the easier and more likely it is to be treated.

### **Diagnostic Imaging (D)**

Selected freestanding imaging centers in several cities offer PPC members a monthly payment plan in which there is **\$0 copayment** at the time of service. This service is included in plans 3,4 and 5.

These centers are listed in the PPC Provider Directory. **Plans 1 and 2** include discounted imaging services through PPC.

## **Teladoc (E) (800-835-2362)**

Telemedicine is comprised of a national network of U.S. board-certified physicians who use electronic health records, telephone consultations and online video consultations to diagnose, recommend treatment and write short-term, non-DEA controlled prescriptions, when appropriate.

Physicians are available 24 hours a day, 365 days a year. This allows PPC members of any age to conveniently access quality care from their home, work or on the go as opposed to more expensive and time-consuming alternatives like the doctor's office or emergency room.

To ensure high-quality physicians, credentials for physicians are conducted every two years. They are also subject to a 10% random audit, which exceed NCQA standards.

### **When Do You Use Telemedicine?**

- When your physician is not available
- After hours or whenever you need non-emergency care - On vacation, or on a business trip
- If you are considering a trip to the emergency room or urgent care center for non-emergency treatment

### **What condition would you use it for?**

- For non-emergency care such as cold or flu
- Sinus infection
- Allergies
- Respiratory infection
- Bronchitis
- Pink eye
- Urinary tract infections
- Poison ivy

## **Dental Care Discounts (F) (800-290-0523)**

Members may take advantage of savings offered by an industry leader in dental care.

**Aetna** is one of the most recognized professional dental networks in the nation and boasts a provider network of over 150,000 dental access points.

### **Dental Plan Features**

- 20% to 50% savings on most dental procedures including routine oral exams, and major work such as dentures, root canals, and crowns.
- Unlimited cleanings.
- 20% savings on orthodontics including braces and retainers for children and adults.
- 20% reduction on specialist's normal fees. Specialties include Endodontics, Oral Surgery, Pediatric Dentistry, Periodontics, and Prosthodontics where available.
- Cosmetic dentistry such as bonding and veneers also included.
- All dentists must meet highly selective credentialing standards based on education, background, license standing and other requirements.
- Members may visit any participating dentist on the plan and change providers at any time.

SERVICE	AVERAGE PRICE	AVG PLAN PRICE	AMOUNT OF SAVINGS	AVG % SAVINGS
Adult Cleaning	\$122	\$59	\$63	52%
Child Cleaning	84	42	42	50%
Routine Checkup	73	30	43	59%
4 Bitewing X-rays	60	38	42	52%
Composit (White) Filling	182	91	91	50%
Crown(porcelain fused to noble metal)	1,317	742	575	44%
Complete Upper Denture	1832	985	847	46%
Molar Root Canal	1312	718	594	45%
Extraction (single tooth)	222	100	122	55%

## Vision Care (G)

### Eyewear

- Members save 20% to 40% off the retail price of eyewear with the EyeMed Vision Care Access Plan D discount program through the Access network. Members are eligible for discounts on exams, eyeglasses and contact lenses from more than 65,000 providers nationwide including independent optometrists, ophthalmologists, opticians, and leading optical retailers such as LensCrafters®, Sears Optical®, Target Optical®, JCPenney® Optical, and most Pearle Vision® locations.
- Replacement Contact Lenses by Mail - EyeMed members may order replacement contact lenses via the Internet and have them mailed directly to the member's home. This service is for replacement contact lenses only, and the EyeMed discount does not apply. The member's initial pair of contact lenses must still be purchased from their eye care provider to ensure proper fit and follow-up.

## **Qualsight Lasik**

Serving you with choice, quality, and savings.

- Members will receive savings of 40% to 50% off the overall national average cost for traditional LASIK surgery through QualSight or receive significant savings on newer procedures like Custom Bladeless (all laser) LASIK.
- QualSight has more than 750 locations, so members can choose the provider and the LASIK procedure that meets their vision care needs.
- QualSight is contracted with credentialed and experienced physicians who have collectively performed over 4 million procedures.

The QualSight program is not an insured program.

## **Prescription Drugs (H)**

Save 10% to 85% off prescription drugs from more the 60,000 pharmacies nationwide. All the major pharmacies have access via their computers to the pricing for your drugs based on your health plan. Your RX Bin Number, your Group Number, and your Plan Code are printed on your health ID card. There is also a helpline number for your pharmacist if there are any questions about the plan or prices.

## **Hearing (I)**

Save 40% off diagnostic services from the HearPO program, including hearing exams and significant discounts on the price of hearing aids at over 3,200 provider locations nationwide.

Includes one year of free batteries (80 cell per hearing aid).



Lowest Price Guarantee\*: If you should find a lower price at another local provider, we'll gladly beat that price by 5%.

\*Competitor coupon required for verification of price and model. Limited to manufacturers offered through the HearPO program. Local Provider quotes only will be matched.

### **Health Risk Assessments (J)**

Knowing about your health risks may not happen until you have already become ill. It is better to consult with your primary care physician and find out when you are well. In this manner, you might avoid episodes of sickness or injury. We provide, at no cost to you, a consultation with a nurse to collect some basic health information to help you in the selection of your primary care physician and the specialist you will use. Your information is saved into an electronic health record, which you access and control to share with your physicians.

We understand there are times when we need more than just a few minutes to discuss your health issues and concerns and often a visit to the doctor's office does not afford that opportunity. A cooperative is about helping each other in meaningful ways.

### **Roadside Assistance (K)**

Towing - When a member's automobile is disabled as a result of a covered breakdown, we will arrange to have it towed home or to the nearest qualified service facility.

Flat Tire - If the member's vehicle has an operable spare tire, it will be installed to replace a flat tire. If the vehicle has two or more flat tires or it does not have an operable spare, the vehicle will be towed in accordance with the towing benefit.

Fuel, Oil, and Fluid Delivery Service - If the vehicle runs out of fuel or fluids, we will provide for the delivery of fuel or other fluids needed at the disablement site. Specific brands or octane ratings cannot be ensured (Does not cover the cost of fuel or fluids).

Battery Service - When a member's vehicle experiences battery failure, we will provide a jump-start.

Lock-out Assistance - When a member loses their key or locks them in their vehicle, service will be sent to gain entry (Does not cover costs to reproduce keys).

Winching/Vehicle Extraction - - Customer vehicle will be winched if stuck in a ditch, mud or snow as long as it is accessible from a normally traveled roadway.

*PPC believes this service has an important place in healthcare because it may prevent accidents and injuries by keeping members from attempting to perform these repairs on the road and in traffic.*

### **Patient Advocacy (L)**

PPC helps members deal with important matters related to receiving healthcare services and resolving healthcare paperwork hassles and red tape. Having a professional patient advocate in settling bills and expenses in and outside the PPC network of providers helps give members peace of mind.

### **Group Hospital Indemnity Insurance (M)**

Hospital confinement indemnity coverage of \$2,000 a day is designed to provide members with a fixed daily benefit during periods of hospital confinement resulting from a covered injury or sickness.

### **Employer-Sponsored ERISA Trusts (N)**

Employers that establish a health plan for the benefit for their employees and their dependents can use the medical services of the physician members of PPC and the Group Indemnity Insurance and Stop Loss to create a plan that will conform to the Accountable Care Act. The plan has no deductibles but has \$25 copayments for professional services

and \$500 per day copayment for hospitalizations. It has a maximum fees schedule for all claims based on Medicare rates.

There is a maximum out of pocket expense for individuals of \$6,350 per year and \$12,700 for a family per year not including charges that are above the maximum fees listed in the plan document.

### **Health Club Membership (O)**

Physical fitness and exercise are an important part of health and wellness. PPC has made arrangements with various private clubs in its service areas to use their facilities for our members.

## **Provider Directories**

The listing of medical practices can be found on the PPC website at:

[www.patientphysiciancoop.com](http://www.patientphysiciancoop.com).

For assistance in finding a physician in your area, you may also call our helpline at:

**866-549-4199**

If you have a personal physician who is not in our cooperative and you want to nominate him or her to be part of the medical team, we will be glad to invite him or her to become a member.

Membership Agreements,

Retainer Agreements,

Annual Dues and Fees,

Finance Agreement

PPC Membership By-laws, PCP Payment Agreement,  
Imaging Facility Payment Agreement,  
Lab Payment Agreement, Group Health Election,  
Declarations and Signature Pages  
**(5 Sections)**

**Section 1: BY-LAWS OF SENIOR PATIENT ASSOCIATION, LLC d/b/a  
Patient/Physician Cooperatives (PPC)**

The Association intends to enter into contracts on behalf of its members with healthcare providers to assure the quality and availability of services to its membership.

**Annual Meeting.** Second Tuesday of November at 1:00 P.M. Central time

**Place of Meeting.** PPC location listed on the enrollment application

**Members' List for Meeting.** The Association shall prepare an alphabetical list of the names of all Members prior to meetings.

**Quorum.** Members present in person or by proxy that represent at least 5% of the total paid membership entitled to cast votes on a matter shall constitute a quorum. Persons not in attendance in person or by proxy are deemed to have abstained from voting.

**Voting.** Each Member age 18 or above shall be entitled to one (1) vote.

**Proxies.** Each Member may vote in person or by proxy.

**Voting by Persons other than Members.** Only members may vote either in person or by proxy given to another member or to the Manager.

**Manager's powers shall be exercised under the authority of, and the direction of the Managers as elected by the members.** The Managers shall initially consist of the persons named in the articles of the Association. Thereafter, the managers shall be elected from time to time by the Members. Each Manager shall hold office for six years until (i) the next annual meeting of the Members after the expiration of the six-year term and until that

Manager's successor is elected and qualified, or (ii) the earlier death, resignation, removal or disqualification of a Manager.

**Vacancies.** Any vacancy occurring on the Manager Office for any reason may be filled by the affirmative vote of a majority of the members. A Manager elected to fill a vacancy shall be elected for the unexpired term of the Manager's predecessor in office.

**Removal.** The Manager may be removed, with or without cause, at a special meeting of Members called for that purpose, by a vote of the majority of the shares then entitled to vote at an election of the Manager.

**Organization.** Meetings of the Manager and staff shall be presided over by the Manager, or in the Manager's absence by the next ranking officer. The secretary shall act as secretary of the meeting, but in the absence of the secretary, the person presiding at the meeting may appoint any person to act as secretary of the meeting.

**Compensation.** Pursuant to membership resolution, Managers, as such, may receive such fees and other compensation for their services as managers, including without limitation, their services as members of committees of the Managers and staff.

**Executive Committee.** The Managers, by resolution adopted by a majority of the members, may designate one or more of its office staff to constitute an executive committee or any other committee. Each committee shall have one or more members, who serve at the pleasure of the Manager. If the Managers appoint an executive committee, the executive committee shall have and may exercise all of the authority of the Manager when the Manager and staff officers are not in session.

**Limits on Authority of Committees.** No committee, including the executive committee, may do any of the following:

- Authorize or approve distributions;
- Approve or propose to Members actions that are required by law to be approved by Members;
- Fill vacancies on the Manager or on any of its committees;
- Amend articles of Organization;
- Adopt, amend, or repeal By-laws; and
- Approve a plan of merger not requiring Member approval

**Officers.** The Manager shall appoint a president and a secretary/treasurer.

**The Chief Executive Officer** shall be the president and shall have the powers:

- To act as the general manager and, subject to the control of the Managers, to have general supervision, direction, and control of the business and affairs of the Association;
- To preside at all meetings of the Members and to preside at meetings of the Managers and staff;
- To call meetings of the Members to be held at such times and, subject to the limitations prescribed by law or by these Bylaws, at such places as the chief executive officer shall deem proper;
- To see that all orders and resolutions of the Managers are carried into effect;
- To maintain records of and, whenever necessary, certify all proceedings of the Managers and the Members;
- To affix the signature of the Association to all deeds, conveyances, mortgages, guarantees, leases, obligations, bonds, certificates and other papers and instruments in writing which have been authorized by the Manager or which, in the judgment of the chief executive officer, should be executed on behalf of the Association;
- To sign certificates for the Association's shares; and,
- subject to the direction of the Manager, to have general charge of the property of the Association and to supervise and control all officers, agents, and employees of the Association.

**The Chief Financial Officer** shall be the secretary-treasurer and the powers and duties shall be:

- To keep accurate financial records for the Association;
- To deposit all money, drafts, and checks in the name of and to the credit of the Association in the banks and depositories designed by the Managers;
- To endorse for deposit all notes, checks, drafts received by the Association as ordered by the Manager, making proper vouchers therefor;
- To disburse corporate funds and issue checks and drafts in the name of the Association, as ordered by the Managers; and
- To render to the chief executive officer and the Managers, whenever requested, an account of all transactions by the chief financial officer and the financial condition of the Association.

A **Manager** or officer of the Association shall not be disqualified by the Manager's office from dealing or contracting with the Association either as a vendor, purchaser, or otherwise. The fact that any Manager or officer, or any firm of which any Manager or officer of the Association is a Member, officer or Manager, is in any way interested in any transaction of the Association shall not make such transaction void or require such Manager or officer of the Association to account to the Association for any profits therefrom, provided that (a) the material facts of such transaction and the Manager's interest are disclosed to, or known by, the Managers or committee of the Managers at the



time that the Manager or committee authorizes, ratifies, or approves the transaction; (b) the material facts of such transaction and the Manager's interest are disclosed to or known.

Monthly dues for each adult 18+ years in a household is \$30 per month and for all added persons 0-17 years in the household is \$10 per month additional. These dues are for the new and renewal years. Dues may be adjusted by the Manager with a majority approval of the membership in 2015 and yearly thereafter. There is a one-time registration fee of \$20 per household.

**Limited Guarantees. The Association contracts with participating member physicians of Accountable Care Organizations and Individual Practice Associations which have certain availability and service obligations. Each member head of household is a limited guarantor of those obligations up to \$360. If the member resigns his or her membership or defaults on payment of his or her dues, then the guarantee amount of \$360 becomes due and is payable monthly at a rate of \$30 per month over a period of 12 months.**

**ACTIONS AGAINST OFFICERS AND MANAGERS.** The Association shall indemnify to the fullest extent permitted by the Texas Non-Profit Association Act any person who has been made, or is threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit, or proceeding by or in the right of the Association), by reason of the fact that the person is or was a Manager, officer or agent of the Association, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to an employee benefit plan of the Association, or serves or served at the request of the Association as a Manager or as an officer, or as a fiduciary of an employee benefit plan, of another corporation, Association, partnership, joint venture, trust or other enterprise.

I, Donald Harold McCormick, as manager of SENIOR PATIENT ASSOCIATION, hereby certify that the foregoing constitutes the By-laws of this Association as adopted and in full force and effect on this 15th day of January 2017.

**(Signatures on file from the declarations and signature page which is attached hereto this document)**

## **Section 2: AGREEMENT FOR PRIMARY CARE PHYSICIAN SERVICES PAYMENT PLAN, called Concierge Plus**

This Agreement for Primary Care Physician Services (hereinafter referred to as the "Agreement") is made and entered into on the date the application was signed, by and between the named applicant and the named primary care provider.

### PURPOSES OF THE PLAN

WHEREAS Patient wishes to be billed a preferred rate for the Physician's services; WHEREAS Physician wishes to have a predictable source of monthly income; WHEREAS Physician currently pays overhead for the submission of claims for payment and for efforts to collect payments not received at the time of service; WHEREAS physicians have traditionally accepted fees for parties who pay under preferred terms such as insurance and managed care companies; Therefore, premises considered, the parties agree as follows:

PHYSICIAN SERVICES PAYMENT PLAN (THE "PLAN") The patient will pay a yearly fee on an annual or monthly basis to be a member of the Plan. As a member, Patient is entitled to be billed according to the Plan's fee schedule (which is attached hereto) and to receive benefits listed upon the fee schedule without further charge.

### AMENDMENTS & OPTING OUT

The fee schedule may need to be amended at a future date. Patient agrees that after notice of such amendment, Patient will be bound by such amendment under the following terms. Physician agrees to notify Patient of any amendments to the fee schedule by mail at Patient's last known address. Patient understands and accepts that it is their responsibility to inquire as to the most current fee schedule before services are rendered. The acceptance of services by Patient constitutes notice and acceptance of the current fee schedule. Upon notice of any amendments to the fee schedule, Patient may send notice **in writing** to Physician that Patient is opting out of the new fee schedule. When a Patient opts out of the new fee schedule, they will continue to be a member only until the end of the current term of the Agreement, and will be charged for services in accordance with the fee schedule in effect prior to the amendment. This Agreement is **NOT INSURANCE**. This Agreement **DOES NOT PAY FOR HOSPITALIZATION** nor any other service performed by anyone other than Physician or Physician's staff, nor for any service performed any place other than at Physician's office or personally performed by Physician at another facility. This Agreement only affects the price at which this Physician's services are offered to this Patient while this Patient is a member of this Plan.

### WARRANTIES AND LIMITATIONS

Physician will provide professional medical services for the Patient in a timely manner (which services include diagnosis, treatment, drug prescription which is on the Physician's

formulary, well-person examination and tests at the Physician's facilities that are within the scope of the Physician's training and experience and which are usually performed in the Physician's private practice. In this agreement, "Physician" means a licensed healthcare provider who is an MD, DO, DC, Naturopath, Nurse-Practitioner, Master of Oriental Medicine and Acupuncture, and or other practitioner recognized by the state as a Primary Care Physician, and the person specifically named in the application. The patient will maintain sufficient funds on account and notify Physician's agent of any change in banking information and will indemnify Physician for any and all banking charges for rejected drafts, debits or any other charges resulting from insufficient funds being available in the designated account. If for any reason this Agreement violates any statute or law, or in the event the law changes in such a way as to make this Agreement illegal or subject to additional regulation, either party may terminate this Agreement upon written notice. Should this Agreement be terminated for any reason, Patient understands that any damages for any liability that Physician may have to Patient or Patient's estate under this Agreement will be limited to the number of membership fees paid during the current term of the Agreement. For any damages owed to Patient under this Agreement, Physician will be entitled to offset any such damages with the difference between fees for services charged at the preferred rate and the Physician's customary rate for such services.

#### TERM AND RENEWAL

The term of this Agreement is one (1) year and it will automatically renew each year unless either party gives written notice by U.S. certified mail return receipt requested, before the end of the current term. Either party may terminate this Agreement at will with proper written notice at any time. If this Agreement is terminated by the Physician, the outstanding balance of the yearly fee for the current term will be waived unless the Physician is terminating for the failure of Patient to pay fees or charges owing under this agreement. If this Agreement is terminated by Patient, the outstanding balance of the yearly fee for the current term will continue to be owed.

#### NO WAIVER

No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. Physician's consent respecting any action by Patient shall not constitute a waiver of the requirement for obtaining Physician's consent respecting any subsequent action.

#### ATTORNEY'S FEES, COUNTERCLAIMS, AND VENUE

If Physician or any of its officers, directors, trustees, beneficiaries, partners, agents, affiliates or employees, shall be made a party to any litigation commenced by or against Patient and are not found to be at fault, Patient shall pay all costs, expenses and reasonable attorney's fees incurred by Physician or any such party in connection with such litigation. The patient shall also pay all costs, expenses and reasonable attorney's fees that

may be incurred by Physician in successfully enforcing this Agreement or in attempting to collect payment due under this Agreement. Any action or proceeding brought by either party against the other for any matter arising out of or in any way relating to this Agreement shall be heard, at Physician's option, in the County where the Agreement was executed by the Physician.

#### NOTICES

Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to Patient at his residence listed on this document, or Physician at Physician's office address, or at such other places as may be designated by the parties from time to time.

#### SURVIVAL OF OBLIGATIONS

All obligations (including indemnity obligations) or rights of either party arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

#### HEIRS, ASSIGNS, SUCCESSORS

This Agreement is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

#### LEGAL CONSTRUCTION

This Agreement shall be construed in accordance with the laws of the State and County in which the Agreement was executed by Physician.

#### ENTIRE AGREEMENT

This Agreement contains all the terms and provisions between Physician and Patient relating to the matters set forth herein and no prior or contemporaneous Agreement or understanding pertaining to the same shall be of any force or effect. The signatures below or on the Declarations Page of the agreement attest to the fact that all provisions have been read and fully understood by the parties prior to the signing of this Agreement.

#### CAPTIONS AND SEVERABILITY

The captions of the Articles and Paragraphs of this Agreement are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation. If any term or provision of this Agreement or portion thereof shall be found invalid, void, illegal, or unenforceable generally or with respect to any particular party, by a court of competent jurisdiction, it shall not affect, impair or invalidate any other terms or provisions or the remaining portion thereof, or its enforceability with respect to any other party.

## MODIFICATION

Neither this Agreement nor any term, provision, paragraph or article referenced above may be modified, except in writing signed by both parties.

## PAYMENT TERMS

Patient agrees to pay a yearly membership fee on an annual or a monthly basis as shown on the attached fee schedule or in accordance with the promissory note and invoices for re-priced fees attached to this agreement until this Agreement terminates and fails to be renewed. Each yearly fee becomes fully owing at the beginning of the term. Patient agrees to make monthly membership fee payments by payroll deduction or by direct deposit as follows:

Patient authorizes Physician or its designated attorney-in-fact, Senior Patient Association DBA Patient Physician Cooperatives to electronically draft my account or charge my debit or credit card for my fees. The name of my bank or credit card company, its transit number and my account number are printed on the Declarations Page and I have attached a copy of a voided check as proof of my account and its proper numbers. I instruct the bank that I have named below to honor checks drawn in the name of Physician or its designated agent acting as attorney in fact for Physician. And as a convenience to me to charge my account and to pay their account the amount stated in the checks. This authorization is to remain in effect until revoked by me in writing and until you, the bank, actually receive notice, I agree that you shall be fully protected in honoring any such check or electronic debit. I agree that the bank's treatment of each such check or debit shall be the same as if it were personally signed by me. I further agree that if any such check or debit is dishonored, whether with or without cause, the bank shall be under no liability. The physician or its designated agent is instructed to forward this authorization to you, the bank named on the voided check provided by patient:

## EVENTS UPON SIGNING OF AGREEMENT

Upon the signing of this Agreement, Patient must pay Physician the initial monthly fee specified above and must supply all information required on the application that is with this document. **(Signatures on file from the declarations and signature page which is attached hereto this document)**

**Laboratory and diagnostic tests done by outside reference labs and facilities are not covered by this agreement and the cost of those tests are to be paid directly to the Physician for payment to the lab based on the Lab's fee agreement with the Physician's clinic, unless the Patient has a direct payment agreement with the reference laboratory.**

### **Section 3: AGREEMENT FOR DIAGNOSTIC FACILITY PHYSICIAN SERVICES PAYMENT PLAN**

This Agreement for Diagnostic Facility Physician Services (hereinafter referred to as the "Agreement") is made and entered into on the date the application was signed, by and between the named applicant and the named primary care provider.

#### PURPOSES OF THE PLAN

WHEREAS Patient wishes to be billed a preferred rate for the Physician's services; WHEREAS Physician wishes to have a predictable source of monthly income; WHEREAS Physician currently pays overhead for the submission of claims for

payment and for efforts to collect payments not received at the time of service; WHEREAS physicians have traditionally accepted fees for parties who pay under preferred terms such as insurance and managed care companies; Therefore, premises considered, the parties agree as follows:

#### PHYSICIAN SERVICES PAYMENT PLAN (THE "PLAN")

The patient will pay a yearly fee on an annual or monthly basis to be a member of the Plan. As a member, Patient is entitled to be billed according to the Plan's fee schedule (which is attached hereto) and to receive benefits listed upon the fee schedule without further charge.

#### AMENDMENTS & OPTING OUT

The fee schedule may need to be amended at a future date. Patient agrees that after notice of such amendment, Patient will be bound by such amendment under the following terms. Physician agrees to notify Patient of any amendments to the fee schedule by mail at Patient's last known address. Patient understands and accepts that it is their responsibility to inquire as to the most current fee schedule before services are rendered. The acceptance of services by Patient constitutes notice and acceptance of the current fee schedule. Upon notice of any amendments to the fee schedule, Patient may send notice **in writing** to Physician that Patient is opting out of the new fee schedule. When a Patient opts out of the new fee schedule, he/she will continue to be a member only until the end of the current term of the Agreement and will be charged for services in accordance with the fee schedule in effect prior to the amendment. This Agreement is **NOT INSURANCE**. This Agreement **DOES NOT PAY FOR HOSPITALIZATION** nor any other service performed by anyone other than Physician or Physician's staff, nor for any service performed any place other than at Physician's office or personally performed by Physician at another facility. This Agreement only affects the price at which this Physician's services are offered to this Patient while this Patient is a member of this Plan.

WARRANTIES AND LIMITATION The physician will provide professional diagnostic imaging medical services for the Patient in a timely manner that are within the scope of the Physician's training and experience and which are usually performed in the Physician's private practice. In this Agreement, "Physician" means a licensed health care provider or facility recognized by the state as a Physician or imaging facility, and the person specifically named in the application. The patient will maintain sufficient Acupuncture, and or other practitioner recognized by the state as a Primary Care Physician, and the person specifically named in the application. The patient will maintain sufficient funds on account and notify Physician's agent of any change in banking information and will indemnify Physician for any and all banking charges for rejected drafts, debits or any other charges resulting from insufficient funds being available in the designated account. If for any reason this Agreement violates any statute or law, or in the event the law changes in such a way as to make this Agreement illegal or subject to additional regulation, either party may terminate this Agreement upon written notice. Should this Agreement be terminated for any reason, Patient understands that any damages for any liability that Physician may have to Patient or Patient's estate under this Agreement will be limited to the number of membership fees paid during the current term of the Agreement. For any damages owed to Patient under this Agreement, Physician will be entitled to offset any such damages with the difference between fees for services charged at the preferred rate and the Physician's customary rate for such services.

#### TERM AND RENEWAL

The term of this Agreement is one (1) year and it will automatically renew each year unless either party gives written notice by U.S. certified mail return receipt requested, before the end of the current term. Either party may terminate this Agreement at will with proper written notice at any time. If this Agreement is terminated by Physician, the outstanding balance of the yearly fee for the current term will be waived unless the Physician is terminating for the failure of Patient to pay fees or charges owing under this agreement. If this Agreement is terminated by Patient, the outstanding balance of the yearly fee for the current term will continue to be owed.

#### NO WAIVER

No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. Physician's consent respecting any action by Patient shall not constitute a waiver of the requirement for obtaining Physician's consent respecting any subsequent action.

#### ATTORNEY'S FEES, COUNTERCLAIMS, AND VENUE

If Physician or any of its officers, directors, trustees, beneficiaries, partners, agents, affiliates or employees, shall be made a party to any litigation commenced by or against Patient and are not found to be at fault, Patient shall pay all costs, expenses and reasonable attorney's fees incurred by Physician or any such party in connection with such litigation. The patient shall also pay all costs, expenses and reasonable attorney's fees that may be incurred by Physician in successfully enforcing this Agreement or in attempting to collect payment due under this Agreement. Any action or proceeding brought by either party against the other for any matter arising out of or in any way relating to this Agreement shall be heard, at Physician's option, in the County where the Agreement was executed by the Physician.

#### NOTICES

Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to Patient at his residence listed on this document, or Physician at Physician's office address, or at such other places as may be designated by the parties from time to time.

#### SURVIVAL OF OBLIGATIONS

All obligations (including indemnity obligations) or rights of either party arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

#### HEIRS, ASSIGNS, SUCCESSORS

This Agreement is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

#### LEGAL CONSTRUCTION

This Agreement shall be construed in accordance with the laws of the State and County in which the Agreement was executed by Physician.

#### ENTIRE AGREEMENT

This Agreement contains all the terms and provisions between Physician and Patient relating to the matters set forth herein and no prior or contemporaneous Agreement or understanding pertaining to the same shall be of any force or effect. The signatures below or on the Declarations Page of the agreement attest to the fact that all provisions have been read and fully understood by the parties prior to the signing of this Agreement.



## CAPTIONS AND SEVERABILITY

The captions of the Articles and Paragraphs of this Agreement are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation. If any term or provision of this Agreement or portion thereof shall be found invalid, void, illegal, or unenforceable generally or with respect to any particular party, by a court of competent jurisdiction, it shall not affect, impair or invalidate any other terms or provisions or the remaining portion thereof, or its enforceability with respect to any other party.

## MODIFICATION

Neither this Agreement, nor any term, provision, paragraph or article referenced above may be modified, except in writing signed by both parties.

## PAYMENT TERMS

Patient agrees to pay a yearly membership fee on an annual or a monthly basis as shown on the attached fee schedule or in accordance with the promissory note and invoices for re-priced fees attached to this agreement until this Agreement terminates and fails to be renewed. Each yearly fee becomes fully owing at the beginning of the term. Patient agrees to make monthly membership fee payments by payroll deduction or by direct deposit as follows:

Patient authorizes Physician or its designated attorney-in-fact, Senior Patient Association DBA Patient Physician Cooperatives to electronically draft my account or charge my debit or credit card for my fees. The name of my bank or credit card company, its transit number and my account number are printed on the Declarations Page and I have attached a copy of a voided check as proof of my account and its proper numbers. I instruct the bank that I have named below to honor checks drawn in the name of Physician or its designated agent acting as attorney in fact for Physician. And as a convenience to me to charge my account and to pay their account the amount stated in the checks. This authorization is to remain in effect until revoked by me in writing and until you, the bank, actually receive notice, I agree that you shall be fully protected in honoring any such check or electronic debit. I agree that the bank's treatment of each such check or debit shall be the same as if it were personally signed by me. I further agree that if any such check or debit is dishonored, whether with or without cause, the bank shall be under no liability. The physician or its designated agent is instructed to forward this authorization to you, the bank named on the voided check provided by patient:

## EVENTS UPON SIGNING OF AGREEMENT

Upon the signing of this Agreement, Patient must pay Physician the initial monthly fee specified above and must supply all information required on the application that is with this document. **(Signatures on file from the declarations and signature page which is attached hereto this document)**

**Laboratory and diagnostic tests done by outside reference labs and facilities are not covered by this agreement and the cost of those tests are to be paid directly to the Physician for payment to the lab based on the Lab's fee agreement with the Physician's clinic, unless the Patient has a direct payment agreement with the reference laboratory.**

#### **Section 4: AGREEMENT FOR LAB SERVICES PAYMENT PLAN**

This Agreement for Laboratory Services (hereinafter referred to as the "Agreement") is made and entered into on the date the application was signed, by and between the named applicant and the Medical Laboratory named on the Declarations Page.

PURPOSES OF THE PLAN WHEREAS Patient wishes to be billed a preferred rate for the Medical Laboratory; WHEREAS Medical Laboratory wishes to have a predictable source of monthly income; WHEREAS Medical Laboratory currently pays overhead for the submission of claims for payment and for efforts to collect payments not received at the time of service; WHEREAS Medical Laboratories have traditionally accepted fees for parties who pay under preferred terms such as insurance and managed care companies; Therefore, premises considered, the parties agree as follows:

PHYSICIAN SERVICES PAYMENT PLAN (THE "PLAN") The patient will pay a yearly fee on an annual or monthly basis to be a member of the Plan. As a member, Patient is entitled to be billed according to the Plan's fee schedule (which is attached hereto) and to receive benefits listed upon the fee schedule without further charge.

#### AMENDMENTS & OPTING OUT

The fee schedule may need to be amended at a future date. Patient agrees that after notice of such amendment, Patient will be bound by such amendment under the following terms. Medical Laboratory agrees to notify Patient of any amendments to the fee schedule by mail at Patient's last known address. Patient understands and accepts that it is their responsibility to inquire as to the most current fee schedule before services are rendered. The acceptance of services by Patient constitutes notice and acceptance of the current fee schedule. Upon notice of any amendments to the fee schedule, Patient may send notice **in writing** to Medical Laboratory that Patient is opting out of the new fee schedule. When a Patient opts out of the new fee schedule, they will continue to be a member only until the end of the current term of the Agreement, and will be charged for services in accordance with the fee schedule in effect prior to the amendment. This Agreement is **NOT**

**INSURANCE.** This Agreement **DOES NOT PAY FOR HOSPITALIZATION** nor any other service performed by anyone other than Medical Laboratory, nor for any service performed any place other than at Medical Laboratory's office or personally performed by Medical Laboratory at another facility. This Agreement only affects the price at which this Medical Laboratory's services are offered to this Patient while this Patient is a member of this Plan.

WARRANTIES AND LIMITATIONS Medical Laboratory will provide Medical Laboratory services for the Patient in a timely manner that is within the scope of the Medical Laboratory's training and experience and which are usually performed in the Medical Laboratory practice. In this agreement "Medical Laboratory" means a licensed health care provider or facility recognized by the state as a Medical Laboratory facility, and the person specifically named in the application. The patient will maintain sufficient funds on account and notify Medical Laboratory's agent of any change in banking information and will indemnify Medical Laboratory for any and all banking charges for dishonored drafts, debits or any other charges resulting from insufficient funds being available in the designated account. If for any reason this Agreement violates any statute or law, or in the event the law changes in such a way as to make this Agreement illegal or subject to additional regulation, either party may terminate this Agreement upon written notice. Should this Agreement be terminated for any reason, Patient understands that any damages for any liability that Medical Laboratory may have to Patient or Patient's estate under this Agreement, will be limited to the number of membership fees paid during the current term of the Agreement. For any damages owed to Patient under this Agreement, Medical Laboratory will be entitled to offset any such damages with the difference between fees for services charged at the preferred rate and the Physician's customary rate for such services.

#### TERM AND RENEWAL

The term of this Agreement is one (1) year and it will automatically renew each year unless either party gives written notice by U.S. certified mail return receipt requested, before the end of the current term. Either party may terminate this Agreement at will with proper written notice at any time. If this Agreement is terminated by Medical Laboratory, the outstanding balance of the yearly fee for the current term will be waived unless the Medical Laboratory is terminating for the failure of the Patient to pay fees or charges owing under this agreement. If this Agreement is terminated by the Patient, the outstanding balance of the yearly fee for the current term will continue to be owed.

#### NO WAIVER

No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. Physician's consent respecting any action by Patient shall not constitute a waiver of the requirement for obtaining Medical Laboratory's consent respecting any subsequent action.

#### ATTORNEY'S FEES, COUNTERCLAIMS, AND VENUE

If Medical Laboratory or any of its officers, directors, trustees, beneficiaries, partners, agents, affiliates or employees, shall be made a party to any litigation commenced by or against Patient and are not found to be at fault, Patient shall pay all costs, expenses and reasonable attorney's fees incurred by Medical Laboratory or any such party in connection with such litigation. The patient shall also pay all costs, expenses and reasonable attorney's fees that may be incurred by Medical Laboratory in successfully enforcing this Agreement or in attempting to collect payment due under this Agreement. Any action or proceeding brought by either party against the other for any matter arising out of or in any way relating to this Agreement shall be heard, at Physician's option, in the County where the Agreement was executed by the Medical Laboratory.

#### NOTICES

Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to Patient at his residence listed on this document, or Medical Laboratory at Medical Laboratory's office address, or at such other places as may be designated by the parties from time to time.

#### SURVIVAL OF OBLIGATIONS

All obligations (including indemnity obligations) or rights of either party arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

#### HEIRS, ASSIGNS, SUCCESSORS

This Agreement is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

#### LEGAL CONSTRUCTION

This Agreement shall be construed in accordance with the laws of the State and County in which the Agreement was executed by Medical Laboratory.

ENTIRE AGREEMENT This Agreement contains all the terms and provisions between the Medical Laboratory and the Patient relating to the matters set forth herein and no prior or contemporaneous

Agreement or understanding pertaining to the same shall be of any force or effect. The signatures below attest to the fact that all provisions have been read and fully understood by the parties prior to the signing of this Agreement.

CAPTIONS AND SEVERABILITY The captions of the Articles and Paragraphs of this Agreement are for convenience of

reference only and shall not be considered or referred to in resolving questions of interpretation. If any term or provision of this Agreement or portion thereof shall be found invalid, void, illegal, or unenforceable generally or with respect to any particular party, by a court of competent jurisdiction, it shall not affect, impair or invalidate any other terms or provisions or the remaining portion thereof, or its enforceability with respect to any other party.

#### MODIFICATION

Neither this Agreement, nor any term, provision, paragraph or article referenced above may be modified, except in writing signed by both parties.

#### PAYMENT TERMS

Patient agrees to pay a yearly membership fee on an annual or a monthly basis as shown on the attached fee schedule or in accordance with the promissory note and invoices for re-priced fees attached to this agreement until this Agreement terminates and fails to be renewed. Each yearly fee becomes fully owing at the beginning of the term. Patient agrees to make monthly membership fee payments by payroll deduction or by direct deposit as follows:

Patient authorizes Medical Laboratory or its designated attorney-in-fact, Senior Patient Association DBA Patient Physician Cooperatives to electronically draft my account or charge my debit or credit card for my fees. The name of my bank or credit card company, its transit number and my account number are printed on the Declarations Page and I have attached a copy of a voided check as proof of my account and its proper numbers. I instruct the bank that I have named below to honor checks drawn in the name of Physician or its designated agent acting as attorney in fact for Physician. And as a convenience to me to charge my account and to pay their account the amount stated in the checks. This authorization is to remain in effect until revoked by me in writing and until you, the bank, actually receive notice, I agree that you shall be fully protected in honoring any such check or electronic debit. I agree that the bank's treatment of each such check or debit shall be the same as if it were personally signed by me. I further agree that if any such check or debit is dishonored, whether with or without cause, the bank shall be under no liability. The physician or its designated agent is instructed to forward this authorization to you, the bank named on the voided check provided by patient:

#### EVENTS UPON SIGNING OF AGREEMENT

Upon the signing of this Agreement, Patient must pay Medical Laboratory the initial monthly fee specified above and must supply all information required on the application that is with this document. (Signatures on file from the declarations and signature page which is attached hereto this document)

**Laboratory and diagnostic tests done by outside facilities are not covered by this agreement and the cost of those services are to be paid directly to the Medical Laboratory for payment to the outside facility based on the facility's fee agreement with the Medical Laboratory, unless the Patient has a direct agreement with the outside facility.**

**DECLARATIONS AND SIGNATURES RELATED  
TO MEMBERSHIP AGREEMENTS PRECEDING THIS PAGE**

**I choose to participate in the following list of plans sponsored by the Association (PPC) for each household member as I have listed them in the application for each applicable plan:**

***Marked As shown in the Application***

\_\_\_ MEMBERSHIP in PPC, DISCOUNT MEDICAL AND DENTAL AND  
PRESCRIPTION DRUG CARD

\_\_\_ AGREEMENT FOR PRIMARY CARE PHYSICIAN SERVICES PAYMENT PLAN –  
Concierge Plus

\_\_\_ AGREEMENT FOR DIAGNOSTIC FACILITY PHYSICIAN SERVICES PAYMENT  
PLAN

\_\_\_ LAB SERVICES PAYMENT PLAN

\_\_\_ ASSOCIATION GROUP INDEMNITY HEALTH PLAN

\_\_\_ **ASSOCIATION GROUP STOP LOSS AGREEMENT**

**Part 1: SENIOR PATIENT ASSOCIATION DBA PATIENT/PHYSICIAN COOPERATIVES  
(PPC) BY- LAWS**

I agree to be a member of the Senior Patient Association (PPC) in order to have access to the benefits and privileges of the Association and its members, Co-op Medical clinic programs, and group health insurance plans. I, therefore, approve of the By-laws that have been reported in this paper and to all of the terms and conditions stated herein.

Printed name as shown in the Application

---

Signature as shown in the Application

---

Date as shown in the Application

---

\_\_\_\_\_ Signature on File

**Part 2: AGREEMENT FOR PRIMARY CARE PHYSICIAN SERVICES PAYMENT PLAN**

Printed name as shown in the Application

---

Signature as shown in the Application

---

Date as shown in the Application

---

Name of PCP as shown in the Application

---

\_\_\_\_\_ Signature on File

**Part 3: AGREEMENT FOR DIAGNOSTIC FACILITY PHYSICIAN SERVICES PAYMENT PLAN**

Printed name as shown in the Application

---

Signature as shown in the Application

---

Date as shown in the Application



---

Name of Facility as shown in the Application

---

\_\_\_\_\_ Signature on File

**Part 4: AGREEMENT FOR LAB SERVICES PAYMENT PLAN**

Printed name as shown in the Application

---

Signature as shown in the Application

---

Date as shown in the Application

---

Name of Laboratory as shown in the Application

---

\_\_\_\_\_ Signature on File

**Part 5: GROUP HOSPITAL INDEMNITY INSURANCE (\$50,000)**

I hereby apply for **GROUP HOSPITAL INDEMNITY INSURANCE**. I understand that if accepted by the Insurance Company, the insurance will become effective on the Effective Date shown in the Schedule of Benefits of the Certificate to be issued to me by the Insurance Company. I declare that, to the best of my knowledge and belief, all of the information contained in this Enrollment Form, is true and correct, and that no material information has been withheld or omitted.

The Group Hospital Indemnity Plan Certificate is available [here](#) or can be obtained by calling 1-866-549-4199.

**WARNING:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application/enrollment form containing any false, incomplete, or misleading information, may be guilty of a crime and may be subject to fines and confinement in prison.

Printed name as shown in the Application

\_\_\_\_\_

Signature as shown in the Application

\_\_\_\_\_

Date as shown in the Application

\_\_\_\_\_

I certify that I have given an outline of coverage for the policy applied for to the applicant.

Printed agent name as shown in the Application

---

Agent Signature as shown in the Application

---

Agent Tax ID No. as shown in the Application

---

**Part 6. Finance Agreement for Annual Dues and Fees**

**Annual Membership Fees and Retainer Deposits Loan Agreement**

Pursuant to the Loan Agreement in the PPC Membership Directory of Benefits for value received, Borrower promises to pay Lender a total principal amount of \$\_\_\_\_\_USD as shown in the Application, in return for receiving the following from the Lender: cash for payment of the annual contract less the deposit made for Membership in the Association and Retainer Funds for Medical Care Providers, which loan amount will be repaid in monthly installments of \$\_\_\_\_\_USD As shown in the Application.

Printed name as shown in the Application

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Signature as shown in the Application

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Date as shown in the Application

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**Section 5. Membership and Retainer Payment  
LOAN AGREEMENT**

THIS LOAN AGREEMENT (the "**Agreement**"), entered into as of the date shown on the membership application, is hereby made by and between the Parties stated below (each a "**Party**").

WITNESSETH:

WHEREAS, **Lender** intends to provide, and **Borrower** intends to receive, a loan upon the terms and conditions hereinafter set forth;

WHEREAS, each Party has full authority to enter into this Agreement in the capacity in which it is signing; and

NOW, THEREFORE, in consideration of the mutual promises made below, the Parties agree as follows:

**Parties.** The Parties to this Agreement are as follows (each a "**Borrower**" and "**Lender**," respectively):

**BORROWER**

Member Name: **As shown on the Membership Application**

Address: **As shown on the Membership Application**

**LENDER**

Name: Senior Patient Association Address: 921 CR3704B

Splendora, Texas 77372

**Promise to Pay.** FOR VALUE RECEIVED, Borrower promises to pay Lender a total principal amount of \$\_\_\_\_\_USD (**As shown on the Membership Application**) in return for receiving the following from Lender: Membership in Association and Retainer Funds for Medical Care Providers.

**Interest.** Interest will begin to accrue on the effective date of the membership. Interest will

be calculated as simple interest on the unpaid principal balance and will be paid at a fixed rate of 5% simple per annum. In no event will interest exceed the maximum amount permitted by law. Any amount collected in excess of the maximum legal rate will be applied to reduce the principal balance. Interest will be computed on the basis of a year of 365 days and the actual number of days elapsed.

**Payment Terms – Monthly Payments.** Payments will be applied first to outstanding late fees, if any, next to interest, if any, and thereafter to the unpaid principal balance of the loan. Payments will be made according to the following terms:

**Monthly Payments.** A monthly payment as shown on the membership application will be due on the first day of each month during the term of the contract. The first monthly payment is due on the first of the month following the effective date of the membership.

**The term of Contract.** The final payment of all outstanding monies owed is due twelve months from the effective date of the membership agreement or its renewal (the "**Due Date**"), and for a contract term of 12 months.

**Late Monthly Payments.** Payment will be considered late if not paid by the close of business on the 5th day of the month. Borrower's failure to make a monthly payment on or before the 5th day of the month for whatever reason will be considered an event of default under this Agreement. A late fee of \$10.00 will apply to all late payments unless Lender waives the late fee in a signed writing. No one waiver will constitute a waiver of any subsequent late fees.

**Unpaid Principal.** Any unpaid portion of the principal still outstanding after the Due Date will accrue at an interest rate of 6% per annum. In no event will interest exceed the maximum amount permitted by law.

**Method of Payment.** Acceptable methods of payment are as follows: Bank Draft, Credit Card, Debit Card.

**Payment and Notice Addresses.** All payments must be delivered to Lender's address stated above or any place or in any other manner as may be designated from time to time in writing by Lender. Notices will be in writing and delivered in person, sent by facsimile, or sent by reputable overnight delivery service to each Party's respective address stated above or to any place or in any other manner as may be designated from time to time in writing by the Parties.

**Prepayment.** The borrower does not have the right to prepay any portion of the principal balance of the loan, whether in full or in part unless Lender provides prior written consent.

**Collateral.** This loan will be secured by the following collateral: Contract for Pay of membership Dues and Retainer Fees Lender will hold title to the collateral until such time as the loan is paid in full in accordance with this Agreement.

**Recourse.** THIS AGREEMENT ALLOWS LENDER TO SEEK RECOURSE AGAINST ANY PERSONAL ASSETS OF BORROWER. The personal assets are therefore subject to the payment of this debt.

**Events of Default.** In addition to any other events of default specified herein, the following events, without limitation, will constitute a default:

Borrower's failure to pay all monies owed in full on or before the Due Date;  
Borrower's failure to make a monthly payment on or before the 5th day of the month for whatever reason or failure to pay any other amount owed as it becomes due in

accordance herewith;

Borrower's failure to cure a breach of this Agreement on or before 30 days after Lender gives Borrower written notice thereof; Any material misrepresentation by Borrower of a fact or promise made in this Agreement or any statement, document, or certification delivered to Lender in accordance herewith;

Any withdrawal, revocation, expiration, or termination of a necessary authorization required by any government or other organization in order to execute, perform, and enforce this Agreement;

Borrower's filing any voluntary or involuntary petition for relief under the United States Bankruptcy Code; and

The death or dissolution of either Party.

**Acceleration.** Should Borrower default under or otherwise breach this Agreement and not cure said default or breach on or before 30 days after Lender gives Borrower written notice thereof, by personal delivery or certified mailing, all principal remaining unpaid and interest accruing thereon will, at the option of Lender, become immediately due and payable to Lender. The date of notice will be the date of delivery or the date of mailing.

**No Waiver.** No delay or failure in giving notice of a default or breach will constitute a waiver of the right of Lender to exercise its right of acceleration or any other right Lender may have hereunder in the event of a subsequent or continuing default or breach.

**Attorney Fees and Court Costs.** In the event of a default or breach under this

Agreement, the Borrower covenants to pay Lender all collection and/or litigation costs incurred, including reasonable attorney fees and court costs, whether or not a judgment is rendered.

**Taxes.** Borrower covenants to make all payments due hereunder to Lender without setoff or counterclaim and without deducting for taxes or withholdings of any nature whatsoever that may be imposed by any tax or governmental authority. In the event that law or regulation requires Borrower to make such a deduction or withholding from a payment due hereunder, Borrower covenants to increase the amount of such payment to the extent necessary to ensure that Lender receives an amount equal to that which it would receive if no such law or regulation were in effect and to provide Lender with official documentation, to Lender's satisfaction, evidencing Borrower's payment of the deduction or withholding.

**Borrower Representations and Warranties** Borrower represents and warrants that it has the full power and authority to enter into and perform this Agreement according to the terms hereof and has taken, and will take, any and all actions necessary to authorize the execution and performance of this Agreement according to the terms hereof; and Borrower represents and warrants that it has obtained all necessary approvals, licenses, permits, and/or other authorizations required by any government or other organization in order to execute, perform, and enforce this Agreement, that all such authorizations are in effect, and that it will continue to obtain any such authorizations that may become required hereafter.

#### **Borrower Covenants**

**Costs and Expenses.** Borrower covenants to reimburse Lender for all reasonable out-of-pocket expenses Lender incurs in enforcing this agreement, including reasonable attorney fees and court costs. Additionally, Borrower will pay any stamp or other similar duties and taxes to which this Agreement is subject.

**Miscellaneous Terms and Conditions.** The Parties agree to the following terms and conditions: Any payment by bank draft, credit card or debit card that fails to clear is subject to a \$25 payment penalty.

#### **General Provisions**

**Governing Law.** The Parties agree that the laws of the State of Texas will govern this Agreement without regard to its conflict-of-law provisions. Any claims or disputes concerning this Agreement will, at the sole election of Lender, be adjudicated in Liberty County.

**Successors and Assigns.** The lender may transfer this Agreement to another holder without notice to Borrower; however, Borrower will not be liable to any assignee for any amounts greater than it would otherwise be liable for under this Agreement. Borrower



agrees to remain bound under the terms of this Agreement to any subsequent holder of this Agreement. Borrower covenants and warrants not to assign its rights or obligations under this Agreement without Lender's prior written consent. Each Borrower identified in this Agreement will be jointly and severally liable for the repayment of the debt described herein, and the terms of this Agreement will be equally binding upon and will inure to the benefit of the Parties and their heirs, executors, administrators, successors, and permitted assigns.

**Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

**Amendment.** No amendment, modification, termination, or waiver of any provision of this Agreement will be effective unless it is in writing and signed by both Borrower and Lender.

**Time of Essence.** Time is of the essence concerning all provisions contained in this Agreement.

**Waivers.** Borrower hereby waives presentment for payment, demand, protest and notice of dishonor and protest, and all other demands and notices, in connection with the delivery, acceptance, performance, or other enforcement of this Agreement.

**No Implied Waiver; Cumulative Remedies.** Lender's failure to exercise any right or remedy provided in this Agreement will not be construed as a waiver of any future exercise of that right or exercise of any other right or remedy to which Lender may be entitled. No delay or omission on the part of Lender in exercising any right hereunder will operate as a waiver of any other right under this Agreement. No right conferred upon Lender by this Agreement will be exclusive of any other right referred to herein or now or hereafter available at law, in equity, by statute or otherwise, and all remedies will be cumulative and not in the alternative.

**Severability.** If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, then that provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.

**Headings.** The headings used in this Agreement are provided for convenience only and will not be used in construing the meaning or intent of the corresponding provisions.

**Counterparts.** This Agreement may be executed in any number of counterparts,

including by facsimile transmission or by email delivery, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date affixed to each signature.

Borrower  
Signed (Signature on File)  
Date: (As shown on the membership application)  
Print:(As shown on the membership application)

Lender  
Signed: (Signature on File)  
Date: (As shown on the membership application)  
Print: Senior Patient Association

***\* Benefits are subject to change without notice. Benefits may be added or removed and do not affect the status of your membership in the Plan.***

**Information About Becoming a Member:**

Website: [www.patientphysiciancoop.com](http://www.patientphysiciancoop.com)

Phone: 866-549-4199

Fax Number: 866-234-8707

Mailing address:

Patient/Physician Cooperatives P.O. Box 1838 Splendora, Texas 77372

PPC is a DBA for Senior Patient Association This is a discount medical benefits plan under the license of Senior Patient Association. (Texas License # 1721390)

Cooperative Plus is also a DBA for Senior Patient Association

**This is not an insurance plan** even when the member purchases the Group Indemnity Insurance Policy issued to Senior Patient Association by an Insurance Company or PPC is included in an Employer-Sponsored ERISA Health Plan. It is a discount plan and the Association is a purchaser of group health insurance for the benefit of its members.