

PACIFIC GROVE FAMILY MEDICINE, INC.

-PATIENT MEMBERSHIP AGREEMENT-

Please Print:

Member name: _____ DOB: _____

Mailing address: _____ Email: _____

Primary Phone#: _____ Secondary Phone#: _____

Additional Family Members to be Included (list names & relationship): _____

Designated Primary Physician (choose one): Eliot Light, M.D. _____ Siang Lo, D.O. _____

I would like to enroll in the following membership-based program maintained by Pacific Grove Family Medicine, Inc. as more fully set forth in the following Patient Membership Agreement.

**Please contact the office for pricing and payment options.
(831) 649-1011**

The Patient Membership Participation Agreement (“Agreement”) is made by and between Pacific Grove Family Medicine, Inc. a California professional corporation, through a designated physician (“Provider”) either, Eliot S. Light, M.D. or Siang Lo, D.O. and the individual Member identified above (“Patient”). This agreement shall take effect as of the date it has been executed by Provider and Member. Reference is made to the following facts and objective:

A. Provider, through its owners, Eliot S. Light, M.D. and Siang Lo, D.O. operate a comprehensive preventative health, wellness, primary care, and family medical practice.

B. Member desires Provider to perform unique services to the Member’s benefit that are not covered or otherwise reimbursable under the Member’s primary or secondary health insurance, including but not limited to commercial HMO, PPO, and POS plans, workers compensation insurance, and state or federal health care programs, such as Medicare, Medicare Advantage, Medicaid, or Medi-Cal (“Member’s insurance”).

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By signing this Participation Agreement, Patient and Provider hereby agree to enter into a contractual relationship for the provision of specified Services and Benefits under the following terms and conditions.

1. MEMBER BENEFITS AND SERVICES:

Provider operates a membership-based medical practice and agrees to provide members with value-added benefits and services including the following:

- Provider will serve as your family physician and become your primary care provider.
- You will have direct access to provider for consultation 24 hours per day, seven days per week, via either telephone or email. When provider is on vacation or otherwise unavailable, you will have access to a qualified physician whom provider will designate to serve you in his or her absence. All Benefits and Services will continue to be available to you while he or she is unavailable.
- Routine appointments will be for up to 30 minutes. Your wait time at the office will not exceed 45 minutes; if it does, you will be paid \$50 for the inconvenience. In an emergency, you will be given a same-day appointment. If necessary, I will come to your home to assess or treat you.
- A triage Medical Assistant will be available at my office during business hours to help quickly resolve your medical problems.
- If you require hospitalization, provider will personally communicate with the hospital-based treatment team when necessary to coordinate inpatient and outpatient care.
- The staff and provider will complete all medical forms such as insurance, disability, DMV handicap forms, travel change letters, etc. at no charge.
- Our administrators will bill your insurance and/or Medicare. Co-pays for non-Medicare Insurance (if this is your primary insurance) will still apply (as this is something that Insurance companies require us to collect as part of their contract with the physician).
- Expanded, personalized, comprehensive annual exam including if indicated, in depth history, physical exam laboratory and imaging studies above and beyond traditional exams as defined by insurance.
- Preventive services and intervention, as indicated, with content and modalities above and beyond those typically included under insurance coverage.
- Expanded office visits as indicated, with content or modalities above and beyond that associated with insurance coverage.
- In-depth personalized chronic disease education and treatment plans for hypertension, diabetes, hyperlipidemia, heart disease, asthma, arthritis, osteoporosis, and other chronic conditions, with referrals to subspecialists when necessary, if indicated, above and beyond the content and modalities covered by insurance carriers.
- Consultations and personalized coaching for weight loss, smoking cessation, and stress management, if indicated, above and beyond the content and modalities covered by insurance carriers.

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- Primary care counseling for infertility, marital and family issues, mental health issues, family planning, and sexual dysfunction if indicated, above and beyond and covered by insurance carriers.
- Technological modalities (virtual meeting, virtual reality, enhanced communication including group and individual telemedicine sessions) supporting these services, above and beyond those covered by insurance companies.

To the extent that any of the above Member Services is covered and reimbursed under Member's Insurance, Provider will bill Member's Insurance for that Member Service, which shall automatically be deemed excluded from the Member Services and Provider's Fees hereunder.

2. PROVIDER'S FEES

Membership Fees: Member hereby chooses to pay for the Membership Services in the form of 12-month, or 3-month advance recurring installments (the applicable "Membership Fee"), as selected by Member on the cover sheet to this Agreement (page 1). The fee entitles the Patient and family members, as selected on the cover sheet to this agreement, to the Benefits and Services for a period of one year starting no earlier than the date of signing this contract. Provider will provide Member with a fully-executed copy of this Agreement upon Member's payment of the initial installment of the applicable Membership Fee.

3. PATIENT ACKNOWLEDGEMENTS AND CONDITIONS OF MEMBERSHIP

- 3.1 Member acknowledges and understands that Provider's Member Services are unique and are subject to the following limitations and conditions:
- 3.2 Provider will bill Member's Insurance for all medical services that Provider renders to Member which are covered under Member's Insurance. Member understands and acknowledges that any such covered and reimbursable services are separate and distinct from and independent of the Member Services provided hereunder.
- 3.3 Member acknowledges and agrees that this Agreement and Provider's membership arrangement do *not* constitute a prepaid health care service plan or other form of insurance.
- 3.4 All emails between Member and Provider may become part of Member's medical record. Member acknowledges and agrees that emails are not a sufficient means of communicating an emergency, and that Member will not email Provider or one of Provider's health care personnel as a substitute for calling 911 in the case of an emergency medical situation. While Provider intends to fully comply with all applicable state and federal patient privacy and confidentiality laws, such as HIPAA, Provider makes no representations or warranties with respect to the adequacy of the security of emails exchanged between Member and Provider.

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Payment of Fees: Payment can be made by recurring direct deposits to Provider's account, recurring credit card payments, or by personal check. If you are submitting this Agreement by mail, please enclose a check for the initial [Annual/Quarterly] Fee, along with your signed Agreement. Mailings should be addressed to:

Pacific Grove Family Medicine Membership
621 Forest Ave.
Pacific Grove, CA 93950

If Member chooses to pay the Annual Fee by credit card, Member hereby authorizes Provider to a process a recurring charge to the following credit card held by Member as the applicable Annual Fee or quarterly installment comes due:

Visa MasterCard AMEX Discover

Credit/Debit Card No.: _____

Cardholder Name: _____

Expiration Date: ____/____/____ Security Code: _____

Signature

CC Data Security: Credit Card data storage will be kept in a maximally secure physical location and not accessible to online individuals or institutions.

Refunds; Effect of Cancellation: Except as otherwise provided below, Member understands and acknowledges that Provider's Fees are not refundable regardless of the frequency or amount of Member Services the Member uses. Upon termination of this agreement in accordance with section 4, below, Member will receive a prorated refund of any Annual Fees paid by Member in advance, based on the effective date of termination as described in section 4.2.

4. **TERM AND TERMINATION**

- 4.1 The "Term" of this Agreement shall be one (1) year commencing on the Effective Date written above, and shall thereafter automatically renew for successive one (1) year terms unless terminated as provided herein.

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4.2 Either party may terminate this Agreement, without penalty or cause, by giving no less than thirty (30) days written notice to the other party. Provider may terminate this Agreement immediately upon written notice to Member of the same in the event Provider determines, in exercising its professional judgment that this Agreement is not in the best interests of the Member.

4.3 Upon the termination or expiration of this Agreement, Provider shall no longer have any obligation to continue providing Member Services and may immediately discontinue all Member Services. The termination of this Agreement shall not -- in and of itself-- end the physician-patient relationship between a Provider physician and the Member, or otherwise limit the physician's ethical obligations as Member's treating physician.

5. MODIFICATION IN THE EVENT OF GOVERNMENT ACTION

In the event of any Government Action, the effects of which if or when implemented, could reasonably be expected to result in or present a material risk of violating the applicable law(s) underlying such Government Action Provider may amend this Agreement in order to comply with the Government Action.

6. LIMITATION OF LIABILITY

In no event shall Provider be liable to Member for any consequential, punitive or exemplary damages of any sort. Member's sole recourse, and Provider's sole liability, shall be limited to the amounts of Fees actually paid by Member hereunder.

7. SEVERABILITY

If any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable by a state or federal regulatory agency or court of competent jurisdiction, the remaining provisions shall not be affected thereby, but shall remain in full force and effect.

8. ARBITRATION; RESOLUTION OF DISPUTES

If a dispute arises over the interpretation of the terms of this Agreement or over the parties' rights in or performance of the terms of this Agreement and such dispute cannot be resolved through informal discussions and efforts, the parties agree that, upon the notice of either party to the other, the dispute shall be submitted to binding arbitration under the laws of the State of California. The parties further agree to use the offices of the American Arbitration Association and Commercial Rules of the American Arbitration Association to settle such disputes.

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In Witness whereof, the parties have executed this Membership Agreement for Member Services effective as of the date first written above.

MEMBER:

Signature: _____

Print Name: _____ Date: _____

PACIFIC GROVE FAMILY MEDICINE, INC. (PROVIDER):

By: _____
Eliot S. Light, M.D.

Title: President

Date: _____