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Effective 4/15/10

Ponce Primary Care Membership Agreement

This Membership Agreement (the "Agreement") specifies the terms and conditions under which you (the "Member") may receive services from Ponce Primary Care, LLC (the "Practice") which are not covered by your medical insurance or provided by typical primary care practices. The terms of this Agreement are as follows:

I. Services

In exchange for the fees described below ("Fees"), the Practice agrees to limit the number of Members per provider and to provide the following services to you as a Member:

- a. Direct cell phone access to your physician. For non-member patients, the practice may use third-party nurse or physician coverage after hours. However, by choosing to be a Member of the practice, you will have direct phone access to your personal physician. Your personal physician will normally answer all calls or return urgent messages within one hour. Under certain circumstances (e.g. times when your physician is on an airplane, traveling in a remote area, etc.), it may be necessary for your physician to leave voice instructions indicating when a message will be returned.
- b. Same day or next business day appointment access. The practice reserves priority appointments for Member patients that are not available to non-member patients. The only exception to the same or next business day standard will be when your physician is on vacation. When this is the case, your physician will make every attempt to remain available for phone consultation. In the event you need to be seen by a physician when your personal physician is on vacation, the Practice will make a reasonable effort to arrange an appointment for you with a physician in another practice if none is available within the Practice.
- c. No or minimal waiting for scheduled appointments.
- d. Assistance in handling medical needs when traveling.
- e. After-hours appointments when necessary. Under appropriate circumstances, the practice will make reasonable efforts to accommodate weekend or evening appointments for Member patients.
- f. Personalized primary care medical services consistent with the training and expertise of a primary care physician. The Member acknowledges that the Practice and its individual physicians must have the right to use their professional judgment in medical decision-making. This agreement in no way obligates the Practice or any of its physicians or staff to provide care that in their professional judgment is not in the best interest of the Member or beyond the scope of their training and/or expertise.

II. Fees

- a. Membership Fees are to be paid quarterly on Jan 1, April 1, July 1, and Oct 1 unless the practice agrees to other billing arrangements.

- b. Method of payment. Membership fees must be paid using a debit or credit card kept on file unless Ponce Primary Care agrees to other arrangements.
- c. Fee Amounts and Policies are as follows:
 - i. Membership Fees: Level 1 - \$180 per quarter, Level 2 - \$360 per quarter. Membership fees will be prorated for any partial quarter of membership.
 - ii. Medical Visit, Laboratory and Other Fees: Your recurring Membership fees cover services not covered by health insurance and not available at most medical practices. Members with health insurance have the option of having bills for covered services submitted to their insurance for payment. The practice waives copays for such visits. Alternatively, as a Member you may choose to not submit claims for insurance reimbursement, in which case fees are paid according to the Fee Schedule available at the practice.

III. Effective Date, Term and Termination

- a. This Agreement shall be effective on the date the signature page is signed. The Practice is not obligated to accept this Agreement or payment and may decide not to accept it for any reason.
- b. The Member may terminate the agreement at any time by providing notification in writing to the practice of his or her desire to do so. The member acknowledges that he/she will be refunded any unused months of the Membership Fees.
- c. The Practice may terminate this agreement for any reason by providing 30-day notice in writing to the Member. Failure to pay any fees as detailed in this agreement may result in immediate termination of this Agreement. In addition, this agreement in no way limits the rights of the Practice, its physicians or staff in cases of unreasonable, abusive or threatening behavior on the part of any member.

IV. Governing Law

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

V. Membership is not Insurance

- a. The Membership is not health insurance or a health benefit plan. This Agreement is a service contract, and not a contract for insurance.

VI. Change to Services

- a. The Practice may make changes to the services provided including improving, adding, reducing or eliminating services. If there are meaningful reductions in services provided, the Practice will notify members of such changes.