

Confidential

Member Enrollment Information

Member D#: _____

Membership Type (Please select one of the following)

☐ Individual
(\$1,500 per year)

☐ Couples/Two Adults, same household
(\$2,250 per year)

☐ Family
(\$3,000 per year)

Member Information

Member Last Name _____ First Name _____ Initial _____ Date of Birth ____/____/____
Address _____ City _____ State _____ Zip _____
(____) _____ - _____ (____) _____ - _____
Home Phone _____ Mobile Phone _____ E-mail Address _____

Spouse/Second Adult Information (If enrolling as a couple/family)

Patient #2 Last Name _____ Patient #2 First Name _____ Initial _____ Date of Birth ____/____/____
(____) _____ - _____ (____) _____ - _____
Home Phone _____ Mobile Phone _____ E-mail Address _____

Family Information (If enrolling as a family)

Child's Last Name _____ Child's First Name _____ Initial _____ Date of Birth ____/____/____
Child's Last Name _____ Child's First Name _____ Initial _____ Date of Birth ____/____/____
Child's Last Name _____ Child's First Name _____ Initial _____ Date of Birth ____/____/____

Billing Information (for cc payments) ☐ Check if same as Member Information

Last Name _____ First Name _____ Initial _____
Address _____ City _____ State _____ Zip _____
(____) _____ - _____ (____) _____ - _____
Home Phone _____ Mobile Phone _____ E-mail Address _____

Credit Card Number _____ Expiration Date ____/____/____ Security code _____

Please indicate your billing preference: ☐ Annually ☐ Monthly (Credit Card Only)

If paying by check, please make checks (for annual payments only) payable to:

Dr. Izabal/Dr. Rafatjoo

Check # _____ in the amount of:

Monthly ☐ \$130 Individual ☐ \$195 Couples/2 Adults ☐ \$260 Family
Annual: ☐ \$1,500 Individual ☐ \$2,250 Couples/2 Adults ☐ \$3,000 Family

Signature Required: Please see backside of form

Membership Agreement

Confidential

This Membership Agreement (the "Agreement") specifies the terms and conditions under which you, the undersigned patient ("you" or "Patient"), may participate in the program (the "Program") offered by Dr. Izabal / Dr. Rafatjoo ("Doctor"). This Agreement will become effective on the date of your signature at the end of this Agreement (the "Membership Activation Date").

1. The Program. Your membership in the Program "Membership" encompasses a set of non-healthcare service amenities not ordinarily covered by insurance, such as same day or next day appointments and direct email and cell phone contact with the Doctor (collectively, the "Services"). Additional amenities may be offered from time to time, and they may be subject to limitations.

2. Medical Care Services Excluded from Membership Fee. The fee specified in your enrollment form submitted to your Doctor "Membership Fee" covers only the Services. You and/or your insurer, as the case may be, will continue to be financially responsible for paying for all healthcare and medical care services received by you from your Doctor. As necessary, your Doctor will bill you and/or your insurer, as the case may be, for such other medical or healthcare services provided to you.

3. Renewals and Termination. The Membership Fee covers a period of one (1) year (the "Term"). At the end of the first one (1) year period (the "Initial Term"), this Agreement will renew for successive one (1) year periods (each a "Renewal Term") and you will be billed for the next Renewal Term according to your billing preferences, unless this Agreement is earlier terminated according to the terms herein. You may terminate your participation at any time upon thirty (30) days' advance written notice to your Doctor. If you terminate this Agreement for any reason, you will be entitled to a prorated refund of any unused portion of your Membership Fee. Such prorated refund will be based on the number of days you have participated in the Program during the period covered by your most recent Membership Fee payment. Upon your Doctor's receipt of this Agreement and the Membership Fee, your Doctor shall have the option, in its sole and absolute discretion, not to accept this Agreement and to return your payment to you (e.g., due to limitations on the number of Members). Please note: Membership is terminated immediately upon non-payment.

4. Membership Fee. You will pay a membership fee to your Doctor (the "Membership Fee") for each year that you elect to participate in the Program. Depending on the payment option you select, the Membership Fee may be paid in multiple installments over the course of the year. The Membership Fee will be billed on behalf of the Doctor by Atlantic-Pacific Processing Systems, Inc.

5. Co-Payments and Deductibles. The Membership Fee does not affect the co-payments, co-insurance, or deductibles that you are required to pay pursuant to the terms of your health or other insurance coverage. You will be financially responsible for any co-payments, co-insurance, or deductible amounts required by your insurer.

6. HSA/FSA/HRA. You agree that neither your Doctor nor the office staff provides tax advice. If you use a tax-favored vehicle to pay for or to reimburse medical expenses, such as a Health Savings Account (HSA), Medical Savings Account (MSA) Flexible Spending Arrangement (FSA), or Health Reimbursement Arrangement (HRA), you agree to check with your plan administrator and/or tax advisor regarding the deductibility of Membership Fees.

7. Member Information. You agree to provide your contact information, in the Member Enrollment section.

8. E-mail and other Electronic Communications; Privacy. By entering into this agreement, you consent to your Doctor communicating with you, including sending your protected health information to you:

A) electronically, via the secured messaging system available through your Doctor's website; and
B) electronically, via the "preferred e-mail address" and/or "preferred mobile phone" number specified on the other side of this page, and /or electronic video chat sessions;

You should be aware that neither e-mail nor electronic texting nor video chat sessions are secure media for sending and receiving potentially sensitive personal health information. If you wish to send e-mail and / or text and /or video chat communications to and receive e-mail and / or text and /or video chat responses from your Doctor and your Doctor's partners, staff, employees, agents and representatives (collectively, your "Doctor's Office"), your Doctor will take steps to keep your communications with your Doctor's Office confidential and secure. However, the confidentiality of e-mail and / or text and / or video chat communications cannot be assured or guaranteed. Note that if your Doctor needs to send you a communication that contains protected health information, your Doctor may choose not to respond via a means of communication that is not appropriately secure. E-mail, text and video are also not good media for urgent or time-sensitive communications. If a communication is time-sensitive, you must communicate with your Doctor's Office by telephone or in person. At the discretion of your Doctor and/or as required by law, your e-mail and / or text and / or video chat communications may become part of your permanent medical record.

9. Entire Agreement. This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the Parties hereto with respect to the subject matter of this Agreement.

10. Notices. Any communication required or permitted to be sent under this Agreement shall be in writing and sent to the party to be so notified via certified mail, return receipt requested, or provided via hand delivery, to the addresses set forth herein. Any change in address shall be communicated in accordance with the provisions of this Section.

11. Governing Law; Venue. This Agreement shall be governed by, construed and enforced under the laws of the state of California, without regard to the conflict-of-law rules of California or any other state. Any and all disputes arising under or related to this Agreement shall be subject exclusively to the jurisdiction of the appropriate federal district courts located in the Southern District of California or the state courts located in Orange County, California, and each party hereto hereby waives the claim or defense that such courts constitute an inconvenient or invalid forum.

12. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

13. Amendment. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties.

14. Captions. Any captions or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

15. Waiver. No delay or omission by either party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future. Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

17. This document will be transmitted electronically for processing.

In Witness Whereof, the parties hereby execute this Agreement to be effective as of the Membership Activation Date.

Member signature

Print name

Date

Lori J. Izabal, MD

Ali R. Rafatjoo, MD

Date

Rev: 7/19/12