

# Lighthouse Psychiatry

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7317 Merchant Ct Ste A, Lakewood Ranch, FL 34240-8464 | Telephone 941-625-5895 | Fax 941-625-1047

## MEMBERSHIP AGREEMENT

1. Pursuant to Section 624.27 of the Florida Statutes (2021), this Membership Agreement ("Agreement") specifies the terms and conditions between Lighthouse Interventional Psychiatry Health & Therapy ("Practice"), located at 7317 Merchant Ct Ste A, Lakewood Ranch, FL 34240, and \_\_\_\_\_, (hereinafter "Member" or "Patient"), under which the Member will participate in the Practice's Membership Program, effective as of the date set forth at the end of the Agreement. This Agreement shall serve as authorization for treatment, discharge of duties, release of liability, payment, consent for release of medical records/health information, and healthcare/wellness agreement.
2. **Membership Benefits.** The Member acknowledges that the benefits offered to Members are not covered by insurance plans and are not reimbursed by the Member's and/or other health plans (including Medicare), please see attached Exhibit A, "Advanced Beneficiary Notice." Medicare Patients who are Non-Coverage ("ABN"), attached as Exhibit A herein. Patients covered under Medicare who enter into the Agreement shall elect to select **Option 2** under the ABN signed, prior to entering into this Agreement. Practice shall only be allowed to treat Medicare patients for services not covered by Medicare, those services are listed pursuant to this Agreement. This Agreement may be terminated if you are a Medicare Patient receiving specific treatment selected under this Agreement which if said treatment becomes covered under Medicare, and you should choose for Medicare to cover said services, this Agreement shall be terminated. Member therefore acknowledge that these additional benefits and services below are only available to Lighthouse Members, which are not considered covered services for any insurance beneficiary:
  - a. Expedited appointments with same or next-day scheduling.
  - b. Meet & Greet appointment with psychiatrist.
  - c. Extended appointment times with Physician (between 30 minutes to an hour).
  - d. Discounted Maintenance and Off-label TMS treatments (\$50 per treatment).
  - e. Visiting out-of-town relative use of Member services (one per Member per year).
  - f. Personalized concierge coordinator to oversee Member scheduling, care and referral coordination, and health maintenance.
  - g. Mind and Body Wellness Plan to include Exercise and Dietary Plan collaboratively developed by our board-certified Psychiatrist and Internist.
  - h. Direct communication with Physician at home or abroad via voice calls, text messaging, and email (during Practice hours (EST) when Physician is not providing services to other patients).
  - i. Support for medical needs while traveling.
  - j. Coordination of care with specialists both in and out of state.
  - k. Wi-Fi and a Coffee Bar.
  - l. No fees for up to two medical letters per year (for emotional support animals, jury duty, etc.)
  - m. Appointment reminders.
  - n. No fees for no-shows or late cancelations.
  - o. Same or next day telephone access to our certified billing specialist.
3. **Excluded Medical Services.** The annual membership fee covers only the services listed above. All other healthcare services including but not limited to allergy testing, interpretation of blood work (whether drawn in the office or not), diagnostic testing, psychotherapy, evaluation and management services, hospitalizations and surgeries are excluded from the annual membership fee. The Member is financially responsible for all additional fees incurred for any services not rendered under the above Membership Plan, Member also acknowledges that: all labs, X-rays, and other medical services performed by outside

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independent entities are not covered under this Agreement. Member acknowledges and agrees that Practice, its physicians, employees and agents, are not liable for any laboratory errors or problems arising from interaction with an independent medical Practice and/or facility.

4. Self-Pay. For Members who do not have insurance or choose to self-pay for excluded medical services, described above, the rates will be 115% of the current Medicare rate.
5. Not Insurance. Patients acknowledge and understands that this Membership Agreement does not provide comprehensive health insurance coverage, is not a contract of insurance, and is not regulated by the insurance laws of Florida.
6. Full Year Membership Fee. Members shall pay an annual Membership Fee, which will be automatically renewed and charged to the member's credit card on file. The annual Membership Fee covers a period of one year (12 months) from the first date of service. If the annual fee is not paid within 30 days of the renewal date, the membership will be terminated, and the member will be discharged from the practice. The annual fee may be increased at the discretion of the practice with prior notice. The Membership Fee covers service amenities for one year but does not include the cost of any health care services covered by health insurance, including medical and mental health services provided outside of the outlined benefits listed in this agreement. Members are responsible for all services received; these services will be billed to insurance first. Any remaining balance for coinsurance, copays, and deductibles is the member's responsibility and will be charged to the member's card on file. The Membership Fee for the Program Services is one thousand, nine hundred and ninety-five dollars (\$1,995) per year, which is due and payable in full upon enrollment unless a periodic, automated payment by the following payment method is elected (please indicate your preference with an X):
  - Annually \$1,995 (automatically deducted by credit card on file)   X
  - Quarterly \$510 (automatically deducted by credit card on file)
  - Monthly \$200 (automatically deducted by credit card on file)

Either party may decline to renew the agreement upon written notification to the other party not less than 30 days prior to the expiration of the Initial Year or Renewal Year Membership Fee, as applicable.

7. Snowbird Membership Fee. A Snowbird Membership is also available for the months beginning November 1<sup>st</sup> and ending on April 30th. Members shall pay a Membership Fee, which will be automatically renewed and charged to the member's credit card on file. The Snowbird Membership Fee covers a period of six months from the first of November. If the Snowbird fee is not paid within 30 days of the renewal date, the membership will be terminated, and the member will be discharged from the practice. The Snowbird fee may be increased at the discretion of the practice with prior notice. The Membership Fee covers service amenities for six months but does not include the cost of any health care services covered by health insurance, including medical and mental health services provided outside of the outlined benefits listed in this agreement. Members are responsible for all services received; these services will be billed to insurance first. Any remaining balance for coinsurance, copays, and deductibles is the member's responsibility and will be charged to the member's card on file. The Snowbird Membership Fee for the Program Services is one thousand and two hundred dollars (\$1,200) per six-month period, which is due and payable in full upon enrollment unless a periodic, automated payment by the following payment method is elected (please indicate your preference with an X):
  - Annually \$1,200 (automatically deducted by credit card on file)

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- Quarterly \$625 (automatically deducted by credit card on file) \_\_\_\_
- Monthly \$215 (automatically deducted by credit card on file) \_\_\_\_

Either party may decline to renew the agreement upon written notification to the other party not less than 30 days prior to the expiration of the Initial Year or Renewal Year Membership Fee, as applicable.

8. Term and Renewal. This Agreement shall commence on the first date of service provided to the Member once payment is received and shall continue for a period of one year, automatically renewing thereafter. In exchange for the services described herein, the Member agrees to pay Lighthouse the amount set forth in the Membership Agreement.
9. Termination of Membership. A Member shall have the ability to terminate his/her membership at any time by providing 30 days' written notice. The Practice may also terminate the Membership by providing 30-days' written notice. Reasons for Practice termination include but are not limited to non-payment; any issues regarding repeated non-compliance with medical care policies; any threats to staff, physicians or other patients (aggressive statements or behavior) or to Practice's property. In either event, the terminated Member will be entitled to a refund (of a prorated portion of the Membership Fee paid by the Member for the term, after deducting a \$250 cancellation fee and individual charges for services rendered to the Member up to the cancellation date) within 30 days after the cancellation.
10. Insurance Authorization. The Member authorizes payment of medical benefits billed to insurance by the Practice and agrees to:
  - a. Provide all health insurance plans and coordinate benefits appropriately.
  - b. Member accepts responsibility for payment for any service(s) provided that are not covered by insurance regardless of network participation.
  - c. Member agrees to pay all copayments, coinsurance and deductibles after insurance processing.
  - d. The Practice reserves the right to assign unpaid bills to a collection agency. Should the Member's account be referred to an attorney for collections, the Member should pay reasonable attorney fees and collection expenses.
  - e. Member agrees that membership fees will not be applied to the items (a-d) listed above.
11. Independent Medical Judgement. Practice's physicians shall retain full discretion to exercise professional medical judgment on behalf of each Member. Nothing in this Agreement shall be deemed or construed to influence or affect independent medical judgment on behalf of a Member.
12. E-Mail/ Text Communication. E-Mail/Text messages are used by health care providers for appointment reminders, receipts and billing notices. If Member desires to receive e-mail communication and texts from Practice, Member shall sign a separate consent form indicating such. The following information is offered for consideration:
  - a. Member understands that e-mail and texting are not a secure medium for sending or receiving potentially sensitive personal health care information. Although communications between patient and physician are subject to confidentiality requirements of the Practice and applicable law, the Practice cannot assure the confidentiality or protection of e-mail and text communications.
  - b. E-Mail or text sent to the Practice may be accessed by individuals who are not directly involved in the Member's care (for example, by an employer if the e-mail address is provided by Member's employer, or by Member's internet service provider).
  - c. Member understands that e-mail or text are poor mediums for urgent or time- sensitive

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communication. Time-sensitive communications should be handled by direct telephone contact or in person.

13. Notices. Any communication required or permitted to be sent under this Membership Agreement shall be in writing and sent via facsimile or via certified mail, return receipt requested, to the address of Member set forth below, or to Practice at the address set forth in the introductory paragraph. Any change in address shall be communicated in accordance with the provisions of this section.
14. Entire Agreement. The Parties agree and understand that this Agreement embodies the entire agreement between the Parties, the terms of which are expressly set forth herein. There are no other additional promises, understandings or representations, oral or otherwise. This Agreement supersedes all other agreements between the Parties. This Agreement may be modified only by the written agreement of both Parties.
15. FLORIDA LAW DISCLAIMER: **THIS AGREEMENT IS NOT HEALTH INSURANCE AND THE HEALTH CARE PROVIDER WILL NOT FILE ANY CLAIMS AGAINST THE PATIENT'S HEALTH INSURANCE POLICY OR PLAN FOR REIMBURSEMENT OF ANY OF THE HEALTHCARE SERVICES COVERED BY THIS AGREEMENT.**  
  
**THE AGREEMENT DOES NOT QUALIFY AS MINIMUM ESSENTIAL COVERAGE TO SATISFY THE INDIVIDUAL SHARED RESPONSIBILITY PROVISION OF THE PATIENT PROTECTION AND AFFORDABLE CARE ACT, 26 U.S.C. s. 5000A. THIS AGREEMENT IS NOT WORKERS' COMPENSATION INSURANCE AND DOES NOT REPLACE AN EMPLOYER'S OBLIGATIONS UNDER CHAPTER 440, FLORIDA STATUTES (WORKERS' COMPENSATION LAW).**
16. Severability. In the event any clause contained herein is determined to be unenforceable, it may be stricken from this Agreement, in part or in whole; however, the remaining clauses shall remain in full force and effect.
17. Assignment. Member shall not assign this Agreement to any other person. Practice may assign all of its rights and duties under the Agreement to any entity or Physician that purchases all or substantially all of the Practice. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective successors and permitted assigns.
18. Waiver. The waiver by either Party of a breach or violation of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.
19. Arbitration. Any controversy or claim arising out of or related to the Agreement, any Addenda hereto, or any breach thereof, shall be settled by mandatory binding arbitration in accordance with the rules and procedures of alternative dispute resolution and arbitration. Such arbitration shall be conducted before a single arbitrator selected jointly by the parties, or in the event the parties are unable to agree, designated by the American Arbitration Association ("AAA"). The award of the arbitrator may be enforced by any court having proper jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties. The arbitrator shall not be entitled to award punitive, consequential, exemplary, or similar damages. The costs of such arbitration (excluding the attorney's fees and costs of each of the parties) shall be shared equally by the parties. Each Party shall bear its own costs and attorneys' fees in connection with any such arbitration. To the extent permitted by law, the Parties hereby jointly and severally waive any and all right to trial by jury in any action or proceeding arising out of or relating to this Agreement, or the related obligations hereunder. The Parties each represent to the other that this waiver is knowingly; willingly, and voluntarily given.

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20. Patient Privacy Rights. Member acknowledges the Practice Privacy Policy which includes but is not limited to:

- a. The right to request Member's medical records whenever he/she deems appropriate and is only responsible for the cost of labor and supplies.
- b. Member has the right to request Practice to amend medical records when appropriate.
- c. Member has the right to limit who has access to his/her personal health information.
- d. Member has the right to choose how healthcare providers communicate with him/her.
- e. Member has the right to complain about the unauthorized disclosure of PHI.
- f. Member has the right to refuse any procedure or treatment.
- g. Member has the right to an explanation in a language that he/she understands the potential risks, benefits, consequences of the treatment and the consequences of not participating in the treatment.

The Member is entitled to request and obtain information regarding alternative treatments. The treatment setting will be safe and free of physical, sexual and other abuses, threats and acts of violence, weapons, and illicit drugs. All persons in the setting will be expected to be free of the influences of alcohol and illicit/non-prescription drugs and follow treatment plan recommendations. A record of treatment and conditions will be prepared and kept current, and it will be considered confidential except as allowed by the law. Member understands a complete copy of the privacy policy is available.

21. Consent to Participate in Membership Program. Each Member must complete and sign a consent form to effectuate membership. Member hereby acknowledges his/her decision to participate in Practice's Membership Program. Member consents to the collection and use of past and current medical and medication history of patient's, patient's families, and patients' providers, including pharmacies from which prescriptions have been obtained. Member has the right to review and/or decline to sign this Agreement or to consult with and/or seek care from a different doctor. Member has been advised that he/she may speak with the staff or the physician about this Agreement if he/she has any questions. Member's signature below indicates that he/she has read this Agreement completely and has either had all of Member's questions answered or acknowledges that Member understands it. Member understands that this is an important legally binding contractual agreement, which may affect Member's rights or the rights of the individual on whose behalf Member is executing this contractual agreement. Member requests services from Practice in full agreement with and understanding of the above. Member is not relying on any oral representations by anyone employed by or affiliated with Practice in entering this Agreement and is signing of Member's own free will. Each undersigned Member agrees to the terms of this Membership Agreement, all of which are set forth herein. Practice has not made any promises, representations or guarantees except as set forth above.

Patient Signature: \_\_\_\_\_

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

Patient Name: \_\_\_\_\_

(Please Print)

Patient Social Security #: \_\_\_\_\_

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Date of Birth: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Practice Representative)