

MEMBERSHIP AGREEMENT

This Membership Agreement (the "Agreement"), together with the Member Application constitutes the Patient Contract between _____, whose address is _____ (hereinafter "Member", "you" or "patient"), and Platinum Family Medicine P.C., (hereinafter "PFM").

I. Membership Benefits:

(A) Included Benefits: All PFM Members in good standing shall be entitled to unlimited regular preventive checkups for adults and adolescents for \$75.00 per member per month for Silver Plan, for \$100.00 per member per month for Gold Plan and for \$130.00 per member per month for Platinum Plan. Preventive checkups may include all treatment, testing and care identified on the medical services list.

(B) Benefits at Additional Charge: PFM Members will also enjoy the benefit of up to 15 sick visits per fiscal year charged at \$30.00 per visit.

(C) THIS AGREEMENT DOES NOT COVER HOSPITAL STAYS, EMERGENCY ROOM VISITS, SERVICES OF SPECIALISTS NOT EMPLOYED BY PFM, TREATMENT (INCLUDING BUT NOT LIMITED TO IMAGING) PROVIDED ANYWHERE OTHER THAN AT PFM FACILITY AND ALL LAB TESTS.

II. Fees for Services & Payment:

The PFM Membership fees are \$75.00, \$100.00 or \$130.00 per member per month depending on plan choice. There is a \$15.00 co-payment for Silver Plan. The other plans do not have a co-payment for any services. There is an additional one time nonrefundable charge of \$50.00 (sign-up fee). The membership fee for the first three months shall be due and payable upon initial enrollment for members who are paying by cash or by check. Please be advised that you will not receive a monthly bill. For continuation of your membership payment must be received by the 1st of the preceding month. Thereafter, unless otherwise agreed upon (or as may be set forth in the Electronic Funds Transfer Authorization), all credit card charges or other electronic funds transfers shall be processed on the 1st of the month in advance. Please note that there is a grace period of five days after the due date. Membership payments made on the 5th of the month or after are subjected to a late fee of \$4.99. There will be a termination fee in the amount of \$150.00 for the Silver Plan and \$250.00 for the other plans in the event of a membership cancellation prior to the one year agreement. Discounts are available for members who refer other Members to PFM. Membership fees are non-refundable.

Family Plans:

Family plans are available for families with three or more members. There will be a monthly 10% premium discount for each family member regardless of the plan chosen. There is a onetime nonrefundable registration fee of \$35.00 per family member. The family plan is a one year agreement. There must be three active members on the plan in order to qualify for the 10% discount. There will be a

\$500.00 early termination fee in the event of membership cancellation prior to completion of one year. There are no family discounts for the Silver Plan.

Group Plans:

Group is considered to be five members or more. Groups will only pay \$85.00 per member per month for the Gold Plan if it is chosen. One time sign-up fee is \$30.00 per member. There will be a \$200.00 early termination fee for each member who has not completed one year of membership.

III. Term:

The term of this Agreement (the "Term") is for a period of one year from effective date. Upon the expiration of the Term this Agreement shall automatically continue upon the same terms and conditions as contained herein, on a month-to-month basis. After the expiration of the Term a Member may cancel this Agreement at any time upon one month's advance written notice to PFM, provided however, that the Member pays all Membership fees through the date of cancellation. Notwithstanding, PFM reserves the right in its sole and absolute discretion to terminate the membership of any Member for any reason.

IV. Business Hours & Location:

We are located at:
765 Route 25A
Miller Place N.Y. 11764.

Our hours of operation are:
Monday 9-7, Tuesday 9-7, Wednesday 9-5, Thursday 9-7, Friday 9-5 and Saturday 9-2.

V. Policies:

(A) Appointments/Cancellation. Appointments are required for all visits except those involving urgent care. Members are requested to provide no less than 24 hours' notice to PFM in the event of cancellation of an appointment. Each Member must present his or her photo identification and PFM membership card at the time of each visit. PFM reserves the right to decline to treat any person who fails to present his or her photo identification and PFM membership card at the time of visit.

(B) Membership Cancellation. PFM reserves the right to cancel the membership of any Member who fails to promptly pay all membership fees when due and/or maintain a valid credit care on file with PFM at all times. There will be a termination fee in the amount of \$150.00 for the Silver plan and \$250.00 for the others in the event of a membership cancellation prior to the one year agreement.

(C) Privacy. All Members must sign a Patient Notice of Privacy Practice at the time of initial visit.

(D) Medical Records. Records, including lab results, are generally not available on a walk-in basis. A medical records release form must be filled out, including patient signature and date. It may take up to ten business days for a Member's request to be processed and for records to be made available.

VI. Dispute Resolution:

Any dispute, claim or controversy arising out of or relating to the performance of medical services, including but not limited to, member fees, informed consent, negligence or medical malpractice, between Member (whether a minor or an adult) or the heirs-at-law or personal representative of the Member, as the case may be, and PFM and each PFM physician or staff member, individually, where the claim or amount in controversy exceeds \$5,000.00, such dispute or controversy shall be submitted to arbitration in the County of Suffolk, State of New York pursuant to the rules then obtaining of the American Arbitration Association. The determination of the arbitration shall be final and binding, and may be enforced in the Federal or State courts located within the State of New York, County of New York, to which jurisdiction the parties hereto agree to submit.

VII. Miscellaneous:

(A) This Agreement may not be assigned by the Member.

(B) PFM reserves the right to alter and amend the terms of the Patient Contract from time to time by PFM, without advance notice to you.

(C) If a parent or guardian has signed on behalf of their minor child or ward, such parent or guardian hereby attests that he or she has full legal authority to execute this arbitration agreement on behalf of said child or ward. Further, said parent or guardian hereby agrees to indemnify and hold harmless, including legal fees. PFM from any claim, demand or loss which may occur in the event said parent or guardian does not, in fact, have such legal authority.

(D) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, successors and permitted assigns. The headings in this Agreement do not form a part of the Agreement and shall not be taken into account in interpreting this Agreement.

(E) This Agreement shall be construed in accordance with and governed by the laws of the State of New York, all rights and remedies being governed by said laws.

(F) In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Sublease and shall in no way affect, impair, or invalidate any other provision herein contained. If such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

THIS AGREEMENT IS NOT, AND IS NOT INTENDED TO BE, AN INSURANCE CONTRACT. PFM REPRESENTS, AND THE MEMBER ACKNOWLEDGES THAT THE MEMBERSHIP FEE CONFERS ONLY THOSE BENEFITS IDENTIFIED HEREIN. FEES CHARGED BY AMG FOR ADDITIONAL SERVICES ARE REASONABLE AND INTENDED TO COVER THE COST OF PROVIDING SUCH SERVICE INCLUDING REASONABLE OVERHEAD.

NOTICE: BY SIGNING THIS AGREEMENT YOU ARE AGREEING TO HAVE ANY CLAIM OF NEGLIGENCE OR MEDICAL PRACTICE, OR ANY OTHER CLAIM, DECIDED BY A NEUTRAL BINDING ARBITRATION AND YOU ARE GIVING UP YOUR STATUTORY AND CONSTITUTIONAL RIGHT TO PROCEED WITH YOUR CLAIM IN COURT.

BY MY SIGNATURE BELOW I ACKNOWLEDGE THAT I HAVE RECEIVED AND REVIEWED THE PATIENT CONTRACT. ALL PROVISIONS HEREOF, AS WELL AS ALL QUESTIONS PERTAINING HERETO, HAVE BEEN FULLY AND SATISFACTORILY EXPLAINED TO ME. I HAVE GIVEN DUE CONSIDERATION TO SUCH PROVISIONS AND QUESTIONS, AND I CLEARLY UNDERSTAND AND CONSENT TO ALL THE PROVISIONS HEREOF.

Signature of Patient or Guardian

Date

Platinum Family Medicine P.C.