

## MEMBERSHIP AGREEMENT

This Membership Agreement (the "Agreement"), together with Appendix I, II, III, IV, VI, VII, (available on our website) and Member Application constitutes the Patient Contract between \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter "Member", "you" or "patient"), and John Muney M.D., P.C., (hereinafter "AMG Medical Group" or "AMG").

### **I. Membership Benefits:**

(A) Included Benefits: All AMG Members in good standing shall be entitled to unlimited regular preventive checkups for adults and/or well baby checkups for \$59.00 per member per month for Basic Plan, \$99.00 per member per month for Classic Plan, for \$129.00 per member per month for Premium Plan. Preventive checkups may include all treatment, testing and care identified on Appendix I, Appendix III, Appendix V/VIII and Appendix VI.

(B) Benefits at Additional Charge: AMG Members will also enjoy the benefit of up to 15 sick visits per fiscal year charged at \$33.00 per visit. Such visits may include, but are not limited to, lab tests, x-rays, sonograms, office-based surgeries and physical therapy and all other treatments, testing and care identified on Appendix II and Appendix IV, Appendix V and Appendix VII.

(C) THIS AGREEMENT DOES NOT COVER HOSPITAL STAYS, EMERGENCY ROOM VISITS, SERVICES OF SPECIALISTS NOT EMPLOYED BY AMG, TREATMENT (INCLUDING BUT NOT LIMITED TO IMAGING) PROVIDED ANYWHERE OTHER THAN AT AMG'S FACILITIES, AND ALL LAB TESTS OTHER THAN THOSE IDENTIFIED ON APPENDIX V.

### **II. Fees for Services & Payment:**

The AMG Membership fees are \$59.00, \$99.00, \$129.00, per member per month depending on plan choice. There is an additional one time nonrefundable charge of \$49.00 (signup 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 25th 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 25th 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 first of the month or after are subjected to a late fee of \$2.99. There will be a termination fee in the amount of \$150.00 for Basic Plan and \$300.00 for the Classic and Premium plans in the event of a membership cancellation prior to the one year agreement. Discounts are available for members who refer other Members to AMG. Membership fees are non-refundable.

### **Family Plans:**

Family plans are available for families with three or more members. There will be a monthly 10% discount for each family member joining the Classic and Premium Plan. There is a onetime nonrefundable registration fee of \$25.00 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 Basic Plan.

**Group Plans:**

Group is considered to be five members or more. There will be a monthly 10% discount per member per month for the Classic Plan and premium plan if it is chosen. One time signup fee is \$25.00 per member. The group must maintain 75% of highest membership count at all times. Otherwise 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 AMG's Corporate Office, provided however, that the Member pays all Membership fees through the date of cancellation. Notwithstanding, AMG reserves the right in its sole and absolute discretion to terminate the membership of any Member for any reason.

**IV. Location:****Manhattan**

646-473-0870

**Address:** 535 8th Avenue, 6th Floor, New York, NY, 10018

**Corporate Office:**

Address for Notices

535 8th Avenue, 6 FL, New York, NY 10018

\*Not all services may be available at all locations. Hours of operation may be subject to change without notice.

**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 AMG in the event of cancellation of an appointment. Each Member must present his or her photo identification and AMG membership card at the time of each visit. AMG reserves the right to decline to treat any person who fails to present his or her photo identification and AMG membership card at the time of visit.

(B) After Hours/Emergency Contact. To reach the MD Hotline for medical advice, please call any AMG Medical Group location and listen for the prompt to be connected to the MD hotline.

(C) Membership Cancellation. AMG 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 AMG at all times. There will be a termination fee in the amount of \$300.00 for classic and premium plans and \$150.00 for the basic plan in the event of a membership cancellation prior to the one year agreement.

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

(E) 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 AMG and each AMG 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 New York, 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) AMG reserves the right to alter and amend the terms of the Patient Contract from time to time by AMG, 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. AMG 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. AMG 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.

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**Signature of Patient or Guardian**

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**Date**

**AMG MEDICAL GROUP**