

Patient Membership Agreement

This is an Agreement entered into on _____, 20____, by and between My Country Doctor, located at 5695 Bull Hill Road, Lafayette, New York 13084 (**My Country Doctor**) and _____ (**Patient or Employee**).

Background

Dr Paul Ferenchak, who specializes in family medicine, delivers care on behalf of My Country Doctor, at the address set forth above. In exchange for certain fees paid by You, My Country Doctor, through it's providers, agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

Definitions and Terms

1. Patient. A patient is defined as those persons for whom the provider shall provide Services, and who are signatories to, or listed on the documents attached as Appendix 1, and incorporated by reference, to this agreement.

Employee. A patient defined as those persons whose care is paid for by their employer and for whom Physician shall provide Services. Both Employer and employee shall be signatories to and listed on the documents attached and incorporated by reference, to this agreement.

2. Services. As used in this Agreement, the term Services, shall mean a package of services, both medical and non-medical, and certain amenities (collectively "Services"), which are offered by My Country Doctor, and set forth in Appendix 1.

3. Terms. The agreement shall commence on the date when agreement is signed by the parties below, and will be automatically renewed. During the initial three month period, Patient may not cancel membership without penalty.

4. Fees. In exchange for the services, described herein, Patient agrees to pay My Country Doctor, the amount as set forth in Appendix 1, (attached). Child or youth memberships must be accompanied by at least one paying adult. The fee is payable upon execution of the Agreement, and is in payment for the services provided to Patient during the term of this Agreement. Fees will be collected yearly on the first of the year OR on the first of each month, and patient may choose which date they prefer. Fees will be prorated for the portion of the first month back to the first of the year until regular monthly billing begins. A minimum of a three month commitment is required for monthly payments and payments must be through an automatic deduction , paid at the time of joining the practice through you bank or bank credit card. If this Agreement is cancelled by either party before the agreement termination date, then My Country Doctor shall refund the Patient's prorated share of that months/years payment remaining after deducting individual charges for services rendered to Patient up to cancellation. Alternatively, patient may choose not to be a member and pay for care at time of service. Cost of all services are listed and revised at intervals at which time revisions are published on the MyCountryDoc.com site.

5. Non-Participation In Insurance. Patient acknowledges that neither My Country Doctor, nor the provider(s) participate with any health insurance, HMO plans or panels and has opted out of Medicare. My Country Doctor makes no representations whatsoever that any fees, except as approved for "out of network providers" under this Agreement are covered by your health insurance or other third party payment plans applicable to the Patient. The Patient shall retain full and complete responsibility for any such determination. If the Patient is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then Patient will sign the agreement attached as Appendix 2, and incorporated by reference. This agreement acknowledges your understanding that your doctor(s) have opted out of Medicare, and as a result, Medicare cannot be billed for any services performed for you by the providers. You agree

not to bill Medicare or attempt Medicare reimbursement for any such services. Patient shall renew and sign the agreement in Appendix 2 yearly as required by Medicare regulations.

6. Insurance or Other Medical Coverage. Patient acknowledges and understands that this Agreement is not an insurance plan, and is not a substitute for health insurance or other health plan coverage (such as membership in an HMO). This agreement will not cover hospital services, or any services not personally provided by My Country Doctor. Patient acknowledges that My Country Doctor has advised that patients obtain and keep in full force such health insurance policy(ies) or plans that will cover Patient for other healthcare costs and especially catastrophic illness or injury generally known as a "High Deductible Health Plan " (HDHP).. Patient acknowledges that this Agreement is not a contract that provides health insurance, and this Agreement is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry.

7. Term; Termination. This Agreement will commence on the date first written above and will extend monthly or yearly thereafter. Notwithstanding the above, both Patient and My Country Doctor shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination, upon giving 30 days prior written notice to the other party. Unless previously terminated as set forth above, at the expiration of the initial three-month term (and each succeeding monthly term), the Agreement will automatically renew for successive monthly or yearly terms upon the payment of the monthly fee on the 1st or 15th of the contract month or the yearly membership fee.

8. Communications. Patient acknowledges that communications with their physician using email, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. As such, you expressly waive the physician's obligation to guarantee confidentiality with respect to correspondence using such means of communication. Patient acknowledges that any/all such communications may become a part of Patient's medical record.

By providing Patient's email address within the signature block of this Agreement, Patient authorizes My Country Doctor and its staff to communicate with the Patient by email regarding patient's "protected health information" (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act: HIPPA of 1996 and it's implementing regulations) by inserting Patient's email address in Exhibit 1, Patient acknowledges that:

1. Email is not necessarily a secure medium for sending or receiving PHI and, there is always a possibility that a third party may gain access;
2. Although the Physicians and Staff will make all reasonable efforts to keep email communications confidential and secure, neither My Country Doctor nor the Physicians or Staff can assure or guarantee the absolute confidentiality of email communications;
3. At the discretion of the Physician, email communications may be made a part of Patient's permanent medical record; and
4. Patient understands and agrees that email is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information. **In the event of an emergency, or a situation that the Patient could reasonably expect to develop into an emergency, the Patient shall call 911 or the nearest Emergency room, and follow the directions of the emergency personnel.**

If Patient does not receive a response to an email message within one day, Patient agrees to use another means of communication to contact the provider. Neither My Country Doctor nor the Physicians/staff will be liable to Patient for any loss, cost, injury, or expense caused by, or resulting from delay in responding to Patient as a result of technical failures, including, but not limited to: (i) technical failures attributable to any internet service provider, (ii) power outages, failure of any electronic messaging software, or failure to properly address email messages, (iii) failure of the Practice's computers or computer network, or faulty telephone or cable data

transmission, (iv) any interception of email communications by a third party, (v) your failure to comply with the guidelines regarding use of email communications set forth in this paragraph.

9. Change of Law. If there is a change of any law, regulation or rule, federal, state or local, which affects the Agreement including these Terms and Conditions, which are incorporated by reference in the Agreement, or the activities of either party under the Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights, obligations or operations associated with the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the agreement including these Terms and Conditions. If the parties are unable to reach an agreement concerning the modification of the Agreement within forty-five days after the date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.

10. Severability. If for any reason any provision of this Agreement shall be deemed, by a court of competent jurisdiction, to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the Agreement shall not be affected, and that provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.

11. Reimbursement for services rendered. If the Agreement is held to be invalid for any reason, and if My Country Doctor is therefore required to refund all or any portion of the monthly fees paid by patient, Patient agrees to pay My Country Doctor an amount equal to the reasonable value of the Services actually rendered to Patient during the period of time for which the refunded fees were paid.

12. Amendment. No amendment of the Agreement shall be binding on a party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, the providers may unilaterally amend this Agreement to the extent required by federal, state or local law or regulation ("applicable Law") by sending you 30 days advance written notice of any such change. Any such changes are incorporated by reference into this Agreement without the need for signature by the parties and are effective as of the date established by My Country Doctor, except that patient shall initial any such change at My Country Doctor's request. Moreover, if Applicable Law requires this agreement to contain provisions that are not expressly set forth in this Agreement, then, to the extent necessary, such provisions shall be incorporated by reference into this Agreement and shall be deemed a part of this Agreement as though they had been expressly set forth in this Agreement.

13. Assignment. The Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient.

14. Legal Significance. Patient acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Patient also acknowledges having had a reasonable time to seek legal advice regarding the Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of the Agreement.

15. Miscellaneous. This Agreement shall be construed without regard to any presumptions or rules regarding construction against the party causing the instrument to be drafted. Captions in this Agreement are used for convenience only and shall not limit, broaden, or qualify the text.

16. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter of this Agreement.

17. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for My Country Doctor's address in Denver, Colorado.

The parties have signed duplicate counterparts of the Agreement on the date first written above.



My Country Doctor

Date: _____

By _____
R. Paul Ferenchak, MD Owner of My Country Doctor

Patient Printed Name: _____

Patient Signature: _____

Patient's Spouse or Children _____

Patient Email address: _____

Special Services Included in Membership

Also See Appendix 1

24/7/365 availability by phone, email, text, Skype
Tele-monitoring of chronic conditions (hypertension, diabetes, etc.)
24/7/365 access to your medical records including xray and lab reports.
Yearly complete history and physical exam
Yearly review of medications and problem list and otherwise as necessary
Yearly review of surveillance and
Yearly revision of diet and exercise history and otherwise as necessary
No cost for certain listed clinical lab tests, blood tests
No cost prescription refills and pre-authorizations
No cost for one house call quarterly if necessary
No cost for hospital visits, supervision and coordination of care
No cost for review and interpretation of consultations or outside testing
Reduced or no cost for house calls at discretion of your physician
Reduced cost for cooperating providers for blood tests, x-rays and medical consultations.
Reduced cost for cooperating direct care providers of physical therapy and counseling
Reduced cost for office based medical and surgical procedures
Specialized care such as pain management and wound care
telemedicine avoiding the need for office visit in some circumstances
Coaching for weight loss, smoking, mental counseling
Expert Surgical procedures not available at primary care offices
Medical Malpractice and negligence consultation and Hospital care/billing review