PATIENT ACCESS MODEL CONTRACT

By signing below, you are agreeing to participate in the Patient Access Model Program (the AProgram@) with INTERNAL MEDICINE OF SOUTHERN MAINE, LLC (the APractice@). This Contract defines both your obligations as well as those of the Practice.

1. <u>What the Practice Provides</u>. As an enrollee in the Program, the Practice will provide you with the following services:

- (a) Same day or next day visits on weekdays;
- (b) Flexible office hours if needed;
- (c) Direct access to office staff and physicians for questions and prescription

refills;

- (d) Access to Practice Physician cell phone number for both calls and texts; and
- (e) Direct after-hours access to a Practice Physician subject to the limitation

below.

2. <u>Limitations</u>. There may be times when the Practice=s physician(s) are not available due to vacations, illness, etc. and during those times, you may need to seek urgent care elsewhere and you will be responsible for the costs associated with such urgent care services.

3. <u>Costs</u>. Your total costs for the above services are as follows:

The cost of the Program is \$500 annually.

(a) A quarterly(\$125)/semiannual(\$250)/annual(\$500) membership fee payable in advance of, or on the date of initial service under the Program. You must provide the Practice with a valid credit card and hereby authorize the Practice to charge the monthly/quarterly/annual membership fee on the first day of each month/quarter/year.

(b) A re-enrollment fee of \$ 250 if you drop out of the program (or don't pay the monthly/quarterly/annual membership fee on time), and then wish to re- enroll. Failure to update invalid credit cards on file will be considered termination by you of participation in the Program.

(c) A penalty fee of \$25 for late payments, invalid credit cards or a bounced check.

2. <u>Term, Termination</u>. Though this Agreement is for an initial term of one year, either you or the Practice can terminate your participation in the Program at any time by giving at least sixty (60) days' notice. Any amount prepaid by you beyond those sixty (60) days will be refunded.

3. <u>Program is Not Insurance</u>. You recognize that membership in the Program is not insurance and is not intended to replace any existing or future health insurance or health plan coverage that you may carry. It simply gives you access to some additional services beyond the traditional medical care normally provided and paid for by the patient or their insurance. It is not intended to cover medical care reimbursed by insurance. 4. <u>Not Covered by Insurance</u>. You acknowledge that though the Practice does participate with certain health insurance programs, the fees paid for the Program are entirely for services and scheduling that are **not** covered by your insurance. If you have Medicare, then the Program fees and services are entirely for services not covered by Medicare.

5. <u>Health Savings Accounts</u>. The Practice does not make any representation about your ability to pay Program fees from your Health Savings Account, if you have one. The IRS regulations about the use of such accounts are complicated and you should seek the advice of a tax professional before using your HSA to pay the Program fees.

6. <u>Communications</u>. You acknowledge that communications with the Practice using e-mail, 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 Practice Physician's obligation to guarantee confidentiality with respect to correspondence using such means of communication. You acknowledge that all such communications may become a part of your medical records.

- 1. <u>Miscellaneous</u>.
 - (a) This agreement is governed by the laws of the State of Maine.

(b) Any notice that the Practice gives to you can be sent to the address you provide below. Any notice to the Practice shall be sent to Internal Medicine of Southern Maine, 2 Independence Drive, Suite B, Kennebunk, ME, 04043.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS CONTRACT AND UNDERSTAND WHAT THE PRACTICE INTENDS TO PROVIDE TO YOU AND WHAT IT WILL NOT PROVIDE. YOU ALSO ACKNOWLEDGE THAT YOU HAVE HAD AN OPPORTUNITY TO ASK ANY QUESTIONS YOU MAY HAVE ABOUT THIS CONTRACT AND THEY HAVE BEEN ANSWERED TO YOUR SATISFACTION.

Dated: _____

Print Address: