

PATIENT DIRECT PRIMARY CARE CONTRACT

By signing below you are agreeing to participate in the Maine Direct Primary Care Cooperative Patient-Physician Program with Brewer Health Center PA. This Contract defines both your obligations as well as those of the Practice.

1. What the Practice Provides. As an enrollee in the Program, the Practice will provide you with the services listed in the attached Appendix 1 depending on which plan you select by placing your initials next to the selected plan. You can change the plan you choose by giving the Practice at least 60 days prior written notice. The Practice has a strong focus on preventive healthcare and a proactive approach to assist patients in the management of their health. The Practice works closely with specialists to whom the patient is referred to assist with the continuity of care. The Practice provides patients with personal appointment reminders. The goal of the program is to limit to a select number of participants in order to preserve and retain the personal, private character of health care services provided by the Practice.

2. Limitations. The Practice can only provide those services which are within its physicians' training and capabilities. For example, the Practice will not cover hospital care nor specialty services such as surgery. Lab work which must be completed outside of the office is not included. 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. Costs. Your total costs for the above services are as follows:

(a) A one-time initial registration fee of \$99 which is waived if fully paid annual subscription is paid in advance.

(b) A membership fee as set forth in Appendix 1 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 membership fee on the first day of each quarter/semiannual/yearly period as the case may be.

(c) A scheduling fee of \$20 for each sick or well care visit except for your annual physical and your first two visits

(d) A re-enrollment fee of \$99 if you drop out of the program (or don't pay the monthly, quarterly, semiannual or 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.

(e) A penalty fee of \$50 for late payments, invalid credit cards or a bounced check.

4. Term, Termination. 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 30 days' notice. Any amount prepaid by you beyond those 30 days will be refunded.

5. Program is Not Insurance. 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 medical care for a small scheduling fee. It is not intended to cover all medical care you may ever need. The Practice will not be submitting any of the services to your insurance company for reimbursement. If you need a receipt for services rendered in order to submit your own claim for insurance, the Practice will provide you with one when possible. The Practice in no way can assure that you will receive reimbursement from your insurer for such claims.

6. Not Covered by Insurance. 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. For those health insurances not accepted by the practice you acknowledge that the Practice does not make any representations whatsoever that any amounts paid under this Contract are covered by your health insurance or other third party payment plans. If you submit any claims for reimbursement for such fees, you retain full and complete responsibility for any such submissions and acknowledge that you may not by law or regulation be allowed to submit such claims for reimbursement.

7. Health Savings Accounts. 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.

8. Medicare Agreement. You recognize that the Practice has opted out of participating in Medicare. You are signing this Contract to evidence your understanding and agreement regarding payment for any services to be provided by the Practice. The Practice certifies that neither it nor any of its physicians have been excluded from participation in the Medicare program under Sections 1128, 1156, 1892 or other applicable sections of the Social Security Act. The Practice certifies that the effective date of opt-out from Medicare is July 1, 2017 and the estimated date of expiration of the opt-out period is July 1, 2019, provided that the Practice may extend the opt-out period further. By executing this Contract, you acknowledge and agree as follows with respect to all items:

(a) You accept full responsibility for payment of the Practice charges for all services furnished by the Practice;

(b) You understand that Medicare limits do not apply to what the Practice may charge for items or services furnished by the Practice ;

(c) You agree not to submit a claim to Medicare or to ask the Practice to submit a claim to Medicare;

(d) You understand that Medicare payment will not be made for any items or services furnished by the Practice that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted;

(e) You enter into this Contract with the knowledge that you have the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and that you are not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other physicians or practitioners who have not opted out;

(f) You understand that Medigap plans do not, and that other supplemental plans may elect not to, make payments for items and services not paid for by Medicare;

(g) You do not currently require emergency care services or urgent care services; and

(h) You acknowledge that you have been provided a copy of this Contract.

9. Miscellaneous.

(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 _____
_____.

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: _____

Signature

Print Name: _____

Print Address: _____

APPENDIX 1

PLAN 1

initial

Individual

Ages 35 and under:	\$700/year	\$375/semiannually	\$200/quarterly	\$68/monthly
Ages 35-50:	\$1,100/year	\$600/semiannually	\$325/quarterly	\$105/monthly
Ages 50 or older:	\$1,380/year	\$750/semiannually	\$400/quarterly	\$135/monthly

There is a 50% discount for each additional primary family member in the same household enrolled.

Under Plan 1, patient is entitled to:

- (i) One to one personal relationship with your physician
- (ii) Executive Annual Physicals;
- (iii) Well and sick care office visits of up to 15 per year (additional visits at the posted fee rate);
- (iv) Urgent care during office hours;
- (v) Prime appointment times for urgent, routine and educational visits
- (vi) Relaxed and unhurried visits
- (vii) Lab tests which can be performed in the office (a list will be provided upon request);
- (viii) Availability of a Practice Physician on call 24/7 subject to the limitation below;
- (ix) Availability of dietician and personal trainer as part of wellness evaluation;
- (x) HIPAA compliant E-mail and texting options with your physician for urgent and non-urgent issues
- (xi) Live person answering phones, not voice mail to address your needs during regular office hours

In addition to the services described above, any patient may receive Medical Assisted Treatment for Substance Abuse for a cost of \$200 per visit.