DIRECT PRIMARY CARE PATIENT AGREEMENT
RIVER MILL OSTEOPATHIC, LLC

This is an Agreement between River Mill Osteopathic, LLC (**Practice**), a Maine LLC, located at 157 Silver St. Waterville, ME 04901, Joseph McCue, DO (**Physician**) in his capacity as an agent of River Mill Osteopathic, LLC and you, (**Patient**).

Background

Physician practices family medicine, delivers care on behalf of Practice in Vassalboro, ME. In exchange for certain fees paid by You, Practice, through its Physician(s), agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement. The practice website is https://rivermillosteopathic.com .

Definitions

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

2. Services. As used in this Agreement, the term Services, shall mean a package of ongoing primary care services, both medical and non-medical, and certain amenities (collectively "Services"), which are offered by Practice, and set forth in Appendix 1 and 2. Patient will be provided with methods to contact the physician via phone, email, and other methods of electronic communication. Physician will make every effort to address the needs of Patient in a timely manner, but cannot guarantee availability, and cannot guarantee that the patient will not need to seek treatment in the urgent care or emergency department setting.

3. Fees. In exchange for the services described herein, Patient agrees to pay Practice, the amount as set forth in Appendix 1 and 2, attached. Applicable enrollment fees are payable upon execution of this agreement. If this Agreement is terminated by either party before the end of an applicable monthly period, then the Practice shall seek only partial payment for the final month of service based on the number of days of membership provided to the patient and the itemized charges, set forth in Appendix 1 and 2 and as governed by Section 6 (Term), for services rendered to Patient up to the date of termination.

4. Non-Participation in Insurance. Patient acknowledges that neither Practice, nor the Physicians participate in any health insurance or HMO plans. Physicians have opted out of Medicare. Patient acknowledges that federal regulations REQUIRE that Physicians opt out of Medicare so that Medicare patients may be seen by the Practice pursuant to this private direct primary care

contract. Neither the Practice nor Physicians make any representations regarding third party insurance reimbursement of fees paid under this Agreement. Patient shall retain full and complete responsibility for any such determination. If 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 3, and incorporated by reference. This agreement acknowledges your understanding that the Physician has opted out of Medicare, and as a result, Medicare cannot be billed for any services performed for you by the Physician. You agree not to bill Medicare or attempt Medicare reimbursement for any such services.

5. Insurance or Other Medical Coverage. Patient acknowledges and understands that this Agreement is not an insurance plan, and not a substitute for health insurance or other health plan coverage (such as membership in an HMO). It will not cover hospital services, or any services not personally provided by Practice, or its Physicians. Patient acknowledges that Practice has advised that patient obtain or keep in full force such health insurance policy(ies) or plans that will cover Patient for general healthcare costs. Patient acknowledges that THIS AGREEMENT IS **NOT** A CONTRACT THAT PROVIDES HEALTH INSURANCE, in isolation does NOT meet the insurance requirements of the Affordable Care Act, and is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry. This Agreement is for ongoing primary care, and Patient may need to visit the emergency room or urgent care from time to time. Physician will make every effort to be available at all times via phone, email, other methods such as "after hours" appointments when appropriate, but Physician cannot guarantee 24/7 availability.

6. Term. This Agreement will commence on the date it is signed by the Patient and Physician below and will extend monthly thereafter. Notwithstanding the above, both Patient and Practice shall have the absolute and unconditional right to terminate the Agreement. Patient is permitted to terminate this Agreement by giving Practice thirty (30) days written notice, with the notice to state Patient's reason for termination, in order to receive monthly prorated refund of any unused program fees. Practice may terminate this Agreement by giving Patient thirty (30) days written notice and shall provide the patient with a list of other Practices in the community in a manner consistent with local patient abandonment laws. Unless previously terminated as set forth above, at the expiration of the initial one-month term (and each succeeding monthly term), the Agreement will automatically renew for successive monthly terms upon the payment of the monthly fee at the end of the contract month. Examples of reasons the Practice may wish to terminate the agreement with the Patient may include but are not limited to:

(a) Patient fails to pay applicable fees owed pursuant to Appendix 1 and 2 per this Agreement;
(b) Patient has performed an act that constitutes fraud;
(c) Patient repeatedly fails to adhere to the recommended treatment plan, especially regarding the use of controlled substances;
(d) Patient is abusive, or presents an emotional or physical danger to the staff or other patients of Practice;
(e) Practice discontinues operation; and
(f) Practice has a right to determine whom to accept as a patient, just as a patient has the right to choose his or her physician. Practice also may terminate a patient without cause as long as the termination is handled appropriately (without violating patient abandonment laws).

7. Privacy & Communications. You acknowledge that communications with Physician using e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or

confidential methods of communications. The Practice will make an effort to secure all communications via passwords and other protective means and these will be discussed in an annually updated Health Insurance Portability and Accountability Act (HIPAA) "Risk Assessment." The Practice will make an effort to promote the utilization of the most secure methods of communication, such as software platforms with data encryption, HIPAA familiarity, and a willingness to sign HIPAA Business Associate Agreements. This may mean that conversations over certain communication platforms are highlighted as preferable based on higher levels of data encryption, but many communication platforms, including email, may be made available to the patient. If the Patient initiates a conversation in which the Patient discloses "Protected Health Information (PHI)" (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations) on one or more of these communication platforms then the Patient has authorized the Practice to communicate with Patient regarding PHI in the same format. Patient acknowledges that all such communications may become a part of the medical record. By providing Patient's email address on this Agreement, Patient acknowledges, consents and agrees that:

(a) Practice and its Physician are authorized to communicate with Patient by email or SMS regarding Patient's PHI unless otherwise specified in writing by Patient;
(b) Email/SMS are not necessarily secure media for sending or receiving PHI and there is always a possibility that a third party may gain access;
(c) Although Physician will make all reasonable efforts to keep email/SMS communications confidential and secure, neither Practice nor the Physician can assure or guarantee the absolute confidentiality of email/SMS communications;
(d) In the discretion of Physician, email/SMS communications may be made a part of Patient's permanent medical record; and,
(e) Patient understands and agrees that email/SMS are not 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 in which the Patient could reasonably expect to develop into an emergency, the Patient shall call 911 or go to the nearest emergency room and follow the directions of emergency personnel.**

If Patient does not receive a response to an email/SMS message within one day, Patient agrees to use another means of communication to contact Physician. Neither Practice nor Physician will be liable to Patient for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Patient as a result of technical failures, including, but not limited to, (i) technical failures attributable to any telephone or internet service provider, (ii) power outages, failure of any electronic messaging software, or failure to properly address email/SMS 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; or (v) your failure to comply with the guidelines regarding use of email/SMS communications set forth in this paragraph.

8. 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.

9. Change of Law. If there is a change of any law, regulation or rule, federal, state or local, which affects this Agreement 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 & Conditions. If the parties are unable to reach an agreement concerning the modification of the Agreement within forty-five (45) days after the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.

10. Reimbursement for Services if Agreement is Invalidated. If this Agreement is held to be invalid for any reason, and if Practice is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay Practice an amount equal to the fair market value of the Services actually rendered to Patient during the period of time for which the refunded fees were paid.

11. Relationship of Parties. Patient and Physician intend and agree that Physician in performing the duties under this Agreement, is an independent contractor, as defined by the guidelines promulgated by the United States Internal Revenue Service and/or the United States Department of Labor, and the Physician shall have exclusive control of the work and the manner in which it is performed.

12. 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.

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

14. 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.

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

16. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Maine and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the Practice address in Vassalboro, ME.

17. Service. All written notices are deemed served if sent to the address of the party written above or appearing in Exhibit A by first class US mail.

18. Patient Understandings (initial each):

_____ This Agreement is for ongoing primary care and is NOT a medical insurance agreement.
_____ I do NOT have an emergent medical problem at this time.
_____ In the event of a medical emergency, I agree to call 911 first.
_____ I understand that neither Physician nor Practice is a Medicare provider. Therefore, Physician will not submit claims to Medicare for covered services for those who have MEDICARE coverage.
_____ I do NOT expect the practice to file or fight any third party insurance claims on my behalf.
_____ I do NOT expect the practice to prescribe chronic controlled substances on my behalf. (These include commonly abused opioid medications, benzodiazepines, and stimulants.)
_____ I understand Physician will make every effort to be available but may not always be able to see me on a same-day basis. I may be referred to an urgent care for same-day service.
_____ In the event I have a complaint about the Practice I will first notify the Practice directly.
_____ This Agreement (without a "wrap around" compliant insurance policy) does not meet the individual insurance requirement of the Affordable Care Act.
_____ I am enrolling in a membership-based practice that will bill me monthly.
_____ I am enrolling (myself and my family if applicable) in the practice voluntarily.
_____ I understand failure to pay the membership fee may result in termination from Practice.
_____ I may receive a copy of this document upon request.
_____ This Agreement is non-transferable.

Patient Name _____

Patient (or Guardian) Signature _____

Physician Name _____

Physician Signature _____

APPENDIX 1 River Mill Osteopathic Periodic & Enrollment Fees

This Agreement is for ongoing primary care. This is Agreement is NOT HEALTH INSURANCE and is NOT A HEALTH MAINTENANCE ORGANIZATION. The Patient may need to use the care of specialists, emergency rooms, and urgent care centers that are outside the scope of this Agreement. Each Physician within the Practice will make an appropriate determination about the scope of primary care services offered by the Physician. Examples of common conditions we treat, procedures we perform, and medications we prescribe are listed on our website and are subject to change.

Fee Schedule

Enrollment Fee – This is charged when the Patient enrolls with the Practice and is nonrefundable. This fee is listed on the website and is subject to change. If a patient discontinues membership and wishes to re-enroll in the practice we reserve the right to decline re-enrollment or to require that the re-enrollment fee reflect an amount up to the equivalent of the months of absent payments when dis-enrolled from the Practice.

Monthly Periodic Fee (billed at the end of the service period) – This fee is for ongoing primary care services. Six scheduled in person visits per year are available to you at no additional cost. Each scheduled in person visit over six may be charged a $25 per visit fee. Your number of virtual visits (e-mail, electronic, phone) are not capped. We prefer that you schedule visits more than 24 hours in advance when possible and reserve the right to charge $25 for visits not scheduled in advance or if special accommodations need to be made. Some ancillary service costs will be passed through from Practice to Patient without regard to profit. Examples of these ancillary services may include laboratory testing, radiologic testing, and dispensed medications and these are described in Appendix 2. Many services available in our office (such as ECGs) are available at no additional cost to you. Items available at no additional cost will be listed on our website and are subject to change. The monthly periodic fee schedule is listed on our website and is subject to change. Any fees incurred by Practice as a result of insufficient funds on the part of Patient shall be payed by Patient. Practice reserves the exclusive right to waive any or all fees as deemed appropriate.

The periodic fee will be billed at the end of the month (after the ongoing primary care has been provided) and the patient is entitled to leave the practice at any time as established in Section 6 (Term) and be assigned a prorated final bill based upon the date of withdrawal from the practice.

After-Hours Visits - There is no guarantee of after-hours availability. This agreement is for ongoing primary care, not emergency or urgent care. Your physician will make reasonable efforts to see you as needed after hours if your physician is available.

Acceptance of Patients - We reserve the right to accept or decline patients based upon our capability to appropriately handle the patient's primary care needs, as solely determined by Physician. We may decline new patients pursuant to the guidelines proffered in Section 6 (Term), because the Physician's panel of patients is full (capped at 600 patients or fewer), or because the patient requires medical care not within the Physician's scope of services. Scope of service and panel size are subject to change.

Appendix 2 River Mill Osteopathic Itemized Fees

Ongoing Primary Care is included with the Periodic Fee described in Appendix 1. Please see a list of some of the chronic conditions we routinely treat on the Practice website (subject to change). There are no itemized fees for primary care office visits unless the patient has more than six scheduled in-office visits in a calendar year.

In-Office Procedures we are generally comfortable performing are listed on the Practice website. These are typically available at no additional cost unless otherwise designated, and these are also subject to change. Costs for procedures requiring use of specially purchased medical supplies are typically passed on from Practice to Patient without concern for profit.

Laboratory Studies will be drawn in the office at no additional charge subject to availability of phlebotomy services and the Patient will be charged according to the direct price rate we have negotiated with the lab. An example of common laboratory studies and their prices (subject to change) will be available to Patient.

Medications will be ordered in the most cost effective manner possible for Patient. When we dispense medications in the office these medications will be made available to the patient at as near wholesale cost as practicable. Examples of commonly dispensed medications and their prices (subject to change) will be available to Patient.

Pathology studies (most commonly skin biopsies or Pap smears) will be ordered in the most economical manner possible. Anticipated prices for these studies (subject to change) will be available to Patient.

Radiology studies will be ordered in the most cost effective manner possible for the Patient. Commonly ordered radiologic studies and prices (subject to change) will be available to Patient.

Surgery and Specialist Consults will be ordered in the most cost effective manner possible for the Patient.

Vaccinations are NOT offered in our office at this time due to the cost prohibitive nature of stocking a limited supply. We will make an effort to help you obtain needed vaccinations elsewhere in the most cost effective manner possible.

Hospital Services are NOT covered by our membership plan, and due to mandatory “on call” duties required at local institutions we have elected NOT to obtain formal hospital admission privileges at this time.

Obstetric Services are NOT covered by our membership plan, though routine Gynecologic and Well-Woman care as well as Antepartum and Postpartum guidance within the scope of the practice of family medicine may be offered on a case by case basis. In the future we may begin to offer some of these services in our office, but due to our small size we are unable to offer these services at this time.

Appendix 3 River Mill Osteopathic Medicare Patient Understandings

This agreement is between River Mill Osteopathic and
Medicare Beneficiary: _____
Who resides at: _____
With Medicare ID #: _____

Patient is a Medicare Part B beneficiary seeking services covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997. The Practice has informed Beneficiary or their legal representative that Physicians at the Practice have opted out of the Medicare program. The Physicians in the Practice have not been excluded from participating in Medicare Part B under [1128] 1128, [1156] 1156, or [1892] 1892 of the Social Security Act.

Beneficiary or their legal representative agrees, understands and expressly acknowledges the following:

Initial each:
_____ Beneficiary or legal representative accepts full responsibility for payment of Physician's charge for all services furnished by Physician.
_____ Beneficiary or legal representative understands that Medicare limits do not apply to what Physician may charge for items or services furnished by Physician.
_____ Beneficiary or legal representative agrees not to submit a claim to Medicare or to ask Physician to submit a claim to Medicare.
_____ Beneficiary or legal representative understands that Medicare payment will not be made for any items or services furnished by Physician that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.
_____ Beneficiary or legal representative enters into this contract with the knowledge that they have the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and the beneficiary is 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.
_____ Beneficiary or legal representative understands that Medi-Gap plans do not, and that other supplemental plans may elect not to make payments for items and services not paid for by Medicare.
_____ Beneficiary or legal representative acknowledges that the beneficiary is not currently in an emergency or urgent health care situation.
_____ Beneficiary or legal representative acknowledges that a copy of this contract has been made available to them.

Executed on: _____

By: _____

Medicare Beneficiary or legal representative

And: _____

On behalf of River Mill Osteopathic, LLC