



DIRECTACCESS

INTERNAL MEDICINE

PATIENT AGREEMENT

This Patient Agreement (the "Agreement") specifies the terms and conditions under which you, the undersigned patient ("Patient"), may participate in the Program ("Program") offered by Ronald Haggerty, M.D. ("Dr. Haggerty") through Direct Access Internal Medicine, Ltd., a Virginia professional corporation ("DAIM"). This Agreement will become effective as of the date set forth at the end of this Agreement (the "Effective Date").

1. **Program.** Dr. Haggerty is committed to providing high quality medical services to his patients. Enrollment in Dr. Haggerty's practice will be limited in order to allow Dr. Haggerty to provide enhanced services to each of his patients. By entering this Patient Agreement, you will be entitled to the following "Concierge Services" which are services that are not covered by Medicare and/or third party insurance companies:
 - (1) annual body composition analysis (to the extent not covered by Medicare, Medicaid or by your applicable health plan's insurance policy if Dr. Haggerty is not a participating primary care physician ("PCP") with such health plan);
 - (2) annual diabetes screening and lipoprotein analysis, without indication of diabetes (to the extent not covered by Medicare, Medicaid or by your applicable health plan's insurance policy if Dr. Haggerty is not a participating PCP with such health plan), with corresponding nutrition, lifestyle and cardiovascular disease risk counseling (not covered by Medicare, Medicaid or by your applicable health plan's insurance policy if Dr. Haggerty is not a participating PCP with such health plan) with Dr. Haggerty or one of his staff members and/or annually with a registered dietician as available and when indicated;
 - (3) the creation and maintenance of your own portable medical record containing your medical history;
 - (4) annual comprehensive cardiovascular disease risk assessment and counseling;
 - (5) injection services, including hormone injections, allergy shots, and vitamin shots (to the extent not covered by Medicare, Medicaid or by your applicable health plan's insurance policy if Dr. Haggerty is not a participating PCP with such health plan); and

- (6) the availability of other services excluded from Medicare coverage pursuant to 42 C.F.R. § 411.15 and within the scope of care offered by Dr. Haggerty.

In addition to the Concierge Services encompassed by the Patient Fee (as defined below), the following benefits are provided at no charge because of the nature of a private (or concierge) limited practice size:

- (1) facilitation of same or next day appointments during business hours and fast, friendly access to your DAIM physician or nurse practitioner;
- (2) availability of direct telephone or email consultations with Dr. Haggerty or another DAIM physician or nurse practitioner;
- (3) on-time appointments and respect for your time;
- (4) dedicated support personnel;
- (5) email and fax access to DAIM office personnel;
- (6) same-day prescription services;
- (7) expedited specialty referrals and enhanced coordination of care with specialists and inpatient hospital providers (when applicable);
- (8) subscription to the DAIM newsletter;
- (9) expedited completion of Patient forms (such as FMLA forms, DMV forms, work and school notes, and sports physicals);
- (10) same day call-backs on test results;
- (11) prompt and friendly same-day call-backs on urgent issues; and
- (12) waiver of any fees for missed appointments or copies of medical records.

Please note that the Patient is not receiving these benefits as part of the Patient Fee the Patient is paying but the Patient is only receiving them as incidental benefits because of the nature of Dr. Haggerty's small membership practice. All services which are covered by Medicare shall be considered "Covered Services". No Covered Services shall be covered by the Patient Fee and the Patient and the Patient's insurance carriers shall be responsible for payment for all such Covered Services. Such Covered Services shall be billed to Patient's insurer(s) exclusively through DAIM and Patient shall be responsible for any balance remaining after application of Patient's insurance. Patient shall remain responsible for all co-payments and deductibles and the same shall be due on the date of service of any such Covered Services. Dr. Haggerty and DAIM shall, during the term of this Agreement, monitor the Medicare regulations to determine if any of the above listed Concierge Services which are covered by the Patient Fee hereunder become Covered Services. The Patient acknowledges and agrees that in the event that any such Concierge Services become Covered Services

under the Medicare program, Dr. Haggerty and DAIM shall be permitted to modify and amend this Agreement to remove any such service from the list of Concierge Services (for clarification, in the event that any such service is removed from the list of Concierge Services, such service shall no longer be included in the services provided in consideration of the Patient Fee hereunder). In such event, the parties shall each execute a written amendment or addendum to this Agreement setting forth the modified list of Concierge Services which are covered by the Patient Fee pursuant to this Agreement.

2. **Patient Fee.** You will pay a fee to DAIM for the above Concierge Services ("Patient Fee"). This fee can be paid on a monthly or annual basis ("Pay Period"). The monthly fee for will be determined as set forth below. The below rates are subject to change at any time so long as DAIM provides the Patient with at least thirty (30) days prior written notice of such change:

For Individual Patients:

If Patient is under the age of 40:	\$50 monthly fee or \$550 annual fee if paid in advance
If Patient is 40 or older:	\$85 monthly fee or \$950 annual fee if paid in advance

For Married Patients Joining Together:

If both Patients are under the age of 40:	\$90 monthly fee or \$950 annual fee if paid in advance
If at least one Patient is 40 or older:	\$160 monthly fee or \$1,750 annual fee if paid in advance

For a Patient Desiring Home Visits and/or Visits to a Nursing Home or Similar Setting:

Regardless of Patient's age:	\$125 monthly fee
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The Patient Fee for at least the first three (3) months of the Program is due immediately upon acceptance into the Program and thereafter payment of the Patient Fee is due on the first day of each new Pay Period. The Patient Fee for the first three (3) month period of the Program shall be non-refundable in the event that the Patient terminates this Agreement prior to the end

of the initial three (3) months of participation in the Program. This fee can be paid in full by check or credit card can be charged automatically to a credit card or paid by automatic deposit into DAIM's segregated account for all such Patient Fees. Note that a 1.5% convenience fee may be added to credit card payments.

3. **Term and Termination.** The term of the Patient Agreement is for a period of one (1) year beginning on the date DAIM receives an executed version of this Agreement and the Patient Fee. Failure to pay the Patient Fee by seven (7) days after the due date of the applicable Pay Period and/or the renewal Patient Fee fourteen (14) days prior to the anniversary of the Effective Date shall result in termination of your participation in the Program at the end of such period. (For example, if the Effective Date is May 15, 2011 then you must renew on or before May 1, 2012). Payment of the renewal Patient Fee prior to such deadline shall automatically renew the term of this Agreement for another year, subject to Dr. Haggerty's right not to accept your renewal Patient Fee. You may terminate this Agreement at any time upon prior written notice effective as of the end of the month in which such notice is given; provided however, that if this Agreement is terminated by the Patient prior to the expiration of the Patient's first three (3) months in the Program, the initial Patient Fee covering those first three (3) months of the Program shall be non-refundable as set forth in section 2 above. Dr. Haggerty may terminate this Agreement at any time by giving Patient thirty (30) days' prior written notice. In the event that Dr. Haggerty terminates this Agreement prior to the expiration of the Patient's first three (3) months in the Program, the Patient shall be entitled to a refund of a portion of the initial three (3) months of Patient Fees based on the number of months (a partial month counting as a full month) that the Patient has been in the Program. By way of example, if the Patient's effective date for acceptance into the Program is May 15, 2011 and Dr. Haggerty terminates this Agreement effective as of July 10, 2011, the Patient shall have been deemed to have been in the Program for a period of two (2) months and the Patient shall be entitled to a refund equal to one (1) month of the Patient Fee. The amount of such refund shall depend on whether (i) the Patient paid the Patient Fee on a monthly basis, in which case in the example above the refund would be equal to one month of the applicable monthly fee; or (ii) the Patient has paid the Patient Fee on an annual basis, in which case in the example above the amount of the refund would be equal to 10/12th (or 5/6th) of the applicable annual fee (such amount representing a refund of 10 of the 12 months of Patient Fees paid by such Patient). This Agreement shall automatically terminate upon the conclusion of the one (1) year term if you fail to pay the Patient Fee for the ensuing Pay Period. If you terminate or Dr. Haggerty terminates this Agreement for any reason, you will be entitled to a prorated refund of any unused portion of any paid Patient Fee (except as otherwise set forth herein with respect to the Patient Fee for the initial three (3) months of participation in the Program). Such prorated refund will be based on the number of days you have participated in the Program. Upon DAIM's receipt of this Agreement and the Patient Fee, Dr. Haggerty shall have the option, in his sole and absolute discretion, not to accept this Agreement and to return your payment to you (e.g., due to limitations on the number of patients).
4. **Medical Care Services Excluded from Patient Fee.** The Patient Fee specified herein covers only the defined Concierge Services listed above in Section 1 and the Patient

Fee does not supplant your existing medical insurance. By signing this Agreement, you acknowledge that the Concierge Services, as defined in Section 1, are not covered and are not reimbursable by Medicare and by any major health insurer with which Dr. Haggerty is not a participating PCP. Moreover, the Concierge Services shall merely supplement your existing health care benefits made available to you by your current insurer. Except for the Concierge Services, you and/or your insurer, as the case may be, will be financially responsible for paying for all healthcare and medical care services received by you from Dr. Haggerty and his staff as well as for services rendered by other physicians, hospitals, urgent care centers and any laboratory tests and X-ray procedures. DAIM shall bill you and/or your insurer, including, without limitation, Medicare, as the case may be, for those medical or health care services provided to you by Dr. Haggerty that are not defined as Concierge Services within this Agreement. It is your responsibility to check with your plan or benefits coordinator regarding the terms, conditions and limitations of your medical insurance policy and whether Dr. Haggerty is a participating PCP with your insurer. If you are a Medicare beneficiary, you shall execute any and all documentation required by the Medicare program to indicate that the Concierge Services are not Medicare-covered services (including, without limitation, Advance Beneficiary Notices, if required).

5. **Co-Payments.** The Patient Fee does not affect the co-payments, co-insurance or deductibles that you are required to pay pursuant to the terms of your insurance coverage for Covered Services. You will be financially responsible for any co-payments, co-insurance or deductible amounts required by your insurer.
6. **E-mail Communication; Privacy.** If you wish to send e-mail communications to and receive e-mail responses from Dr. Haggerty and/or his employees, agents and representatives, you should be aware that e-mail is not a secure medium for sending or receiving potentially sensitive personal health information. Although DAIM will take steps to keep your communications confidential and secure, the confidentiality of e-mail communications cannot be assured or guaranteed. You also acknowledge and understand that e-mail is not an appropriate medium for transmitting urgent, private or time-sensitive communications. In the event a communication is time-sensitive, you must communicate with Dr. Haggerty by telephone or in person. You acknowledge and understand that, at the discretion of Dr. Haggerty, your e-mail correspondence may become part of your permanent medical record.
7. **Items and Services Covered by the Medicare Program.**
 - a. Medicare will not reimburse you or Dr. Haggerty for the Concierge Services provided by Dr. Haggerty through DAIM, and you (or your legal representative) will pay for all such services through the Patient Fee for all services furnished by Dr. Haggerty through DAIM.
 - b. You (or your legal representative) shall not submit a claim, cause a claim to be submitted or ask Dr. Haggerty or DAIM to submit a claim to Medicare for the Concierge Services provided by Dr. Haggerty through DAIM.

- c. You have the right to receive items and services from other physicians and you are not compelled to enter into private arrangements such as this one that apply to Medicare-covered items and services furnished by other physicians or practitioners.
 - d. Dr. Haggerty has not been excluded from participation in the Medicare program under Section 1128, 1156 or 1892 or any other section of the Social Security Act.
 - e. Medigap plans do not, and other supplemental insurance plans may elect not to, reimburse you or Dr. Haggerty or DAIM for Concierge Services provided by Dr. Haggerty through DAIM.
 - f. Dr. Haggerty will provide Covered Services to Patient through DAIM as needed and all such Covered Services shall be billed to Medicare and other third party payers exclusively by and through DAIM.
8. **Change In Law.** This Agreement is intended to comply with Medicare billing restrictions with respect to services not covered or reimbursed by Medicare. In the event that changes in the law or regulations require, in the opinion of Dr. Haggerty, amendments to this Agreement shall be made to ensure continued compliance with such law.
9. **Confidentiality.** Dr. Haggerty agrees to abide by all applicable laws regarding confidential patient information and shall not to disclose, divulge or release to any third party any information specific to Patient (including without limitation specific test results or results of other medical procedures) without the express written authorization of the Patient, unless disclosure is otherwise required pursuant to any applicable local, state or federal law or regulation or by process of law.
10. **Entire Agreement.** Each of the undersigned agrees to the terms of this Agreement, all of which are expressed herein. There are no promises or representations except as set forth herein.
11. **Notices.** Any communication required or permitted to be sent under this Agreement shall be in writing and sent via certified mail, return receipt requested, to the addresses set forth below. Any change in address shall be communicated in accordance with the provisions of this section.
12. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia.
13. **Counterparts.** This Agreement may be executed in two or more counterparts and all so executed shall constitute one agreement binding all of the parties hereto notwithstanding that all parties are not signatory to the original or the same counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto affix their respective signatures to this Patient Agreement below as of the date set forth below.

PATIENT:

DR. HAGGERTY:

[_____]

Ronald Haggerty, M.D.

Date: _____

Date: _____

Address: _____

Address: 6609 Main Street

Gloucester, VA 23061

Phone Number: _____

Phone Number: 804 824-9153

Email Address: _____