



Patient Membership Agreement

This is an Agreement between you, as a DaySpring Wellness “Member”, and our team here at DaySpring Integrative Wellness, SC, (“DaySpring”), as a professional Maine service corporation located at 1 North Street, Bath, Maine, 04530.

DaySpring is a Direct Integrative Primary Care medical practice owned by Dr. Zach Mazone, DO, and run by the entire DaySpring Team. We are committed to providing you with the best care possible, (as described in this agreement), in exchange for your commitment to join the practice as a DaySpring Wellness member.

A distinguishing aspect of a Direct Primary Care medical practice is that it does not bill insurance in any capacity for the services provided. The doctors and employees of DaySpring do not submit bills of any type to any insurance whatsoever, including governmental programs. Instead, we at DaySpring work directly for our patients, and contract directly with each patient when they choose to become a practice member.

By signing below and choosing to become a DaySpring Wellness member, you consent to pay your membership fees, and to abide by this Agreement and its Attachments and Schedules. In exchange, our whole team here at DaySpring, will provide you with Direct Integrative Primary Care medical services that are personalized to your health needs and goals. Since we strive to constantly improve our ability to care for you it will be necessary for us at DaySpring to periodically implement improvements through revisions to the Schedules, and terms contained in this agreement, yet we will always make sure that you receive advance notice of any changes prior to them being made. Also, as we review your past and present medical history we at DaySpring may occasionally need to ask you to complete additional application forms or other related documents to enable us to provide care, as well as to access to your medical records.

In Good Health,
Dr. Zach Mazone, D.O., President of DaySpring Integrative Wellness, S.C.

Member:
Print Name: _____ Date of Birth: _____

Address _____

If under Age 18, Print Name of Parent/Guardian/Surrogate: _____

Signature of Member or Parent/Guardian/Surrogate: _____

Effective Date: _____

Attachment A: DaySpring Patient Membership Agreement Terms and Conditions:

1. **Fees.** Member agrees to pay DaySpring, DPC Practice the fees; at the rates and in the manner as described in Schedule B (the "Fees"). If this Agreement is cancelled by either party, then DaySpring will refund the Member's pro-rated share of the monthly payment after deducting any charges for services rendered.
2. **DaySpring Member.** You are the DaySpring Community Health Member, and a unique and wonderful person for whom the doctor and staff will provide medical, and lifestyle services to under this Agreement. Because this contract is a personal agreement between you and us at DaySpring, it cannot be transferred to another person.
3. **Insurance Opt Out:** The fees that you as the Member pay for services provided by us at DaySpring are not intended to be advance payments for any form of benefit and do not constitute any form of insurance. You as the Member acknowledge that we at DaySpring, have explained that our doctors and clinicians are in the process of, or have already opted out of participating in, and are not contracted with any type of insurance; including any third party payer, health plan, or governmental program, (including the Medicare Program). Members who are Medicare beneficiaries agree to complete Schedule C, attached prior to becoming a member. You as the Member also understand that DaySpring will not bill or otherwise seek payment in any form from any insurer or third party payer to which the Member may be entitled to benefits or coverage for the Services. Although DaySpring, (and its doctors and clinicians), have chosen to opt out of participating with any insurer, the Member is not prohibited from seeking payment for the services provided from such payers (with the exception of Medicare). However, the Member will be solely responsible for seeking reimbursement from such payers directly. Any Member who is not currently enrolled in Medicare, but who later becomes enrolled in Medicare during his/her membership as a patient of DaySpring, agrees to immediately notify the staff of DaySpring, and to complete the required contract (attached as Schedule C) in order to continue to receive DaySpring Direct Integrative Primary Care services.
4. **Insurance Coverage and Member Fees.** Neither DaySpring, nor its staff make any representations that fees paid under this Agreement are covered by Member's health insurance or other third party payment plans. The Member will retain full and complete responsibility for any such determination.
5. **Insurance for Catastrophic Events.** The Member acknowledges that this Agreement is not a substitute for health insurance or other health plan coverage (such as membership in an HMO), and that DaySpring, through its agents, has advised the Member to obtain or keep in full force health insurance policies or plans in order to cover the Member and/or the Member's family for catastrophic, hospital and specialist healthcare costs. Member acknowledges that this Agreement is not a contract that provides health insurance.

6. Term; Termination; Renewal. This Agreement will commence on the Effective Date and will extend for a minimum period of four (4) months, and will continue monthly thereafter for the period of one year, and renew automatically unless otherwise requested by the patient. Either party may terminate this Agreement, with or without cause, at any time by providing the other party with at least thirty (30) days prior written notice. If DaySpring terminates this Agreement, then the providers at DaySpring will provide the Member with emergency care and will make efforts to help the Member find another primary care doctor. If the patient terminates the membership prior to the end of the first four (4) months, he or she understands that their account will be charged whatever portion of the first four (4) months of membership remains. Otherwise, after the Agreement is terminated, the doctors' obligations to the Member will be confined to making his or her health information and records accessible and to be reasonably available to communicate with any successor clinician as authorized and required by the Member. DaySpring will be forced to cancel the membership of all patients who stop paying their membership fees, but will first send out a thirty (30) day prior written notice alerting the member to any payment issues prior to canceling the Agreement. All written notices are deemed served if sent to the address on file, by first class U.S. Mail, certified, receipt requested, or when delivered by a reputable national overnight delivery carrier.

7. Payment Options. The Member fees are payable through Hint Health, which provides an automated, online payment system. (See www.hint.com, or call 415-854-6366 for more information). Please notify DaySpring if you cannot make payment via this method. DaySpring makes no statement as to your ability to use your Health Savings Account, (HSA), to pay for your membership fees as the IRS laws regarding the use of HSA spending are complicated. Therefore DaySpring strongly encourages you to contact your Tax Professional and Insurance company for further advice on this issue.

Initials:

DaySpring Staff: _____

Effective Date: _____

Member: _____

Patient has read and understands the DaySpring HIPPA Privacy Policy:

Initials:

DaySpring Staff: _____

Effective Date: _____

Member: _____

Schedule A: Description of the Medical Care provided for the Member.

1. Each family member who becomes a DaySpring Member, and pays the applicable membership fees will be a patient of Dr. Zach Mazone, D.O., who will be available as described below to render direct primary care services.
2. Specifically your membership fees cover:
 - Deeply reduced "member only rates" for Osteopathic Manipulative Treatments.
 - Direct Access to your Doctor for all office visits.
 - Individualized and Integrative approach to Chronic disease management
 - Personalized Doctor coordination of care with specialists
 - Joint injections (in our office) *
 - Cryotherapy (in our office) *
 - Personalized Integrative Nutrition plan, and follow up counseling
 - Personalized Doctor Reviewed Exercise Program
 - Annual School physicals
 - Sports participation exams
 - Basic gynecology care *, (IUD insertion or removal (in our office) *)
 - Skin biopsies (as appropriate in our office) *
 - Integrative Approach to vaccinations *
 - Access to in office Lab for standard blood and urine tests. *
 - (*) indicates that certain services, and labs will incur extra charges not covered by the membership fee See fee schedule. Labs may be covered by insurance.
3. All plans include an Annual Comprehensive Integrative Wellness visit, (for individual plans and one annual visit for each family member for family plans), that focus on Health Goals planning, disease prevention and lifestyle/health improvement.
4. Additional services that are included with your membership:
 - Next day appointments with your doctor, (if requests are communicated in a timely manner to the the staff at DaySpring. We ask that you kindly provide a minimum of 1 business day advance notice of appointment cancellations)
 - Flexible morning and evening scheduling office visit options
 - "Extended Time" office visits with your doctor
 - Options for communication to your doctor, (with 24 hr Acute care option)
 - Website health video information and integrative health handouts
 - "HIPAA compliant & Secure Virtual" doctor visits, via phone or video conference
 - Community Supported Partner Wellness Discounts
 - Negotiated Lower Rates on self pay labs and imaging
 - Monitoring of your hospital care and involvement in post-discharge planning
 - Assistance with scheduling specialist visits and any other tests not done on site.

Initials:

DaySpring Staff: _____

Effective Date: _____

Member: _____

Schedule B: DaySpring Integrative Wellness, S.C., Membership Fees:

1. **Enrollment Fee:** The enrollment fee is \$75 per individual, with a maximum of \$150 per family. Re-enrollment fee of \$250.
2. **Monthly Fee:** The membership fee entitles you to receive the services listed on Schedule A, and a total of six (6) "Hours of Care", per year.

FEE SCHEDULE:

- Individual Adult: \$93/month, (\$83/mo for non-refundable Annual or Renewal)
- Mother & Baby: \$99/month, (5 visits for \$425 - includes mother and baby)
- Home Visit (DIPC): \$225/month, (within 18 miles of the office)
- Family Plan: \$195/month, Discounts: (10% for annual plan payment)
- OMT: \$45/session for members, \$175/session for non-members
- Integrative Consult: Included in membership, \$225/session for non-members

*** The "Community Supported Health Care Plan", is a special comprehensive plan that we have created to offer all of our services in a simple "all inclusive plan", where you pay nothing additional for other included services; OMT, Lifestyle / Herbal / Exercise Consults, and counseling/social work assistance. Additional Monthly Fee: \$44/month.

Home Visits: When necessary and appropriate, any other DaySpring home visits for households not included in this plan, will be possible on a case by case basis and will include additional fees, (additional charges apply for home visits outside of a 18 mile radius from the office as indicated, above).

DaySpring also offers discounts to our members for other "DaySpring Services", including; Counseling, Social Work, Master Herbalist, Lifestyle/Exercise coaching, massage, hydrotherapy, IV Therapy, and Sauna treatment. Prices, and discounts vary. Refer to our website or call for specifics.

We also offer discounts, as needed to first responders (police, fire, EMT), veterans/ service members, & homeschooling families. (Discounts can not be combined).

High Use Care: For all visits in excess of six (6) hours of care, (Office/phone visits), received per contract year, members will pay according to the standard fee schedule minus a 20% discount from the DaySpring Non-member rates/services.

This Agreement will be for a period of one-year, beginning on the "Effective Date" and will renew annually unless requested by the member. Fees will be paid at the beginning of each month. Parental consent is required for patients under the age of 18.

Initials:

DaySpring Staff: _____

Effective Date: _____

Member: _____

Schedule C: DaySpring Integrative Wellness, S.C., Medicare Opt Out Disclosures
Applicable to Members who are Medicare Beneficiaries

1. This Agreement constitutes a private contract between the Member, who is a Medicare Part B Beneficiary, and DaySpring Integrative Wellness, S.C. for the provision of Services that may be requested by the Member that may also be covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997.
2. DaySpring has informed the Member that Dr. Mazone, DO, is in the process of opting out of being a participating provider in the Medicare Program. The Physician is not excluded from participating in Medicare Part B under Sections 1128, 1156, or 1892 or any other section of the Social Security Act.
3. The Member agrees not to submit a claim (or to request that DaySpring, or its agents submit a claim) to the Medicare program with respect to any of the Services rendered to the Member, even if covered by Medicare Part B.
4. The Member represents that they are not currently in an emergency or urgent health care situation.
5. The Member acknowledges that neither Medicare's fee limitations nor any other Medicare reimbursement regulations apply to the Fees charged under this Agreement for the Services. DaySpring and its agents are not limited in the amount that they may charge for medical items and services, but are still less than the approved fee allowed.
6. The Member acknowledges that his or her Medex or other Medi-Gap plan will not provide payment or reimbursement for the Services because payment will not be made under the Medicare program, and any other supplemental insurance plans may likewise deny reimbursement to the Member for any of the Services.
7. The Member acknowledges that the Member has a right, as a Medicare beneficiary, to obtain Medicare-covered items and services from other physicians and practitioners who have not opted-out of being a participating provider in the Medicare Program and notwithstanding that right has freely and voluntarily elected to be a Member of DaySpring Integrative Wellness, and pay in full the Fees under this Agreement.
8. The Member agrees to be solely and directly responsible to make payment in full for all Fees due to DaySpring for services provided, and acknowledges that DaySpring and its agents shall not submit a Medicare claim for the Services, and that no Medicare reimbursement will be provided.
9. The Member understands that Medicare payment will not be made for any items or services furnished by the Physician that would have otherwise been covered by Medicare if there were no private contract and a proper Medicare claim were submitted.
10. The Member acknowledges and agrees that a copy of this Agreement shall be maintained by DaySpring, and if requested shall be produced to any Medicare contractor or agency that may request to see a copy of the Agreement for any reason.

Name of Physician: (printed): _____, Date: _____
Signature of Physician: _____

Name of Patient: (printed): _____, Date: _____

Signature of Patient: _____