



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, D.O., 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 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, you will be provided 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 provide 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 ask you to complete additional application forms or other related documents to enable us to access your medical records and provide appropriate care.

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

Print Name: _____ Date of Birth: _____

Address: _____

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

Print Name of Member or Parent/Guardian/Surrogate: _____

Attachment A: Dayspring Patient Membership Agreement Terms and Conditions:

1. **Fees:** Member agrees to pay DaySpring, direct integrative primary care practice (DIPC), 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 with a minimum of 4 (four) months withheld for cancellation.
2. **DaySpring Member:** You are the DaySpring Member for whom the doctor and staff will provide integrative medical and lifestyle services under this Agreement. This contract is a personal agreement between you and us at DaySpring, and 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, the Member, acknowledge that DaySpring doctors and clinicians have already opted out of (and are not contracted with) any type of insurance – including any third-party payer, health plan, or governmental program (such as the Medicare Program). Members who are Medicare beneficiaries agree to complete Schedule C (attached) prior to becoming a member. You, 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 participation 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 DaySpring staff and 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 the 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 a Health Maintenance Organization [HMO]), and that DaySpring, through its agents, has advised the Member to obtain or keep the health insurance policies or plans in order to cover the Member and/or the Member’s family for catastrophic, hospital, and specialist healthcare costs. The Member acknowledges that this Agreement is not a contract that provides health insurance.

Schedule A: Description of Medical Care Provided for the Member

1. **Membership:** Each family member who becomes a DaySpring Member and pays the applicable membership fees will be a patient of Dr. Zach Mazone, D.O. and will receive direct integrative primary care services as outlined below.
2. **Specifically, your membership includes:**
 - Deeply reduced “member only rates” for osteopathic manipulative treatments
 - Direct access to your doctor for all office visits
 - Individualized and integrative approaches to chronic disease management
 - Personalized doctor coordination of care with specialists
 - Personalized integrative nutrition plans and follow-up coaching *
 - Personalized doctor-reviewed exercise programs *
 - Annual school physicals
 - Sports participation exams
 - Gynecology referrals
 - Skin biopsies (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:** Depending on your plan, you may have up to six (6) hours of Integrative Wellness visits with the doctor (depending on your membership plan) to focus on health goal planning, disease prevention, and lifestyle/health improvement (See Schedule B). There is an extra charge for visits beyond the hours outlined in your plan.
4. **Additional services that are included with your membership:**
 - Acute appointments (these urgent requests may be accommodated only if it is communicated in a timely manner by **using our pager number at 207-406-3075**).
 - Morning and evening scheduling options
 - “On-time” office visits with your doctor
 - HIPAA compliant options for communication to your doctor (phone, telehealth, or in-person)
 - Website health video information and integrative health handouts
 - 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 onsite
 - **Note:** We ask that you kindly provide a minimum notice of 24 business hours in advance for any appointment cancellations

5. **Term; Termination; Renewal:** This Agreement will commence on the Effective Date and will extend for a minimum period of four (4) months. It will continue monthly thereafter for the period of one (1) 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 (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, they understand that their account will be charged the remainder of the first four (4) months of membership. Otherwise, after the Agreement is terminated, the doctor's 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 we 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.
6. **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 because 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.

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

Simple Health Primary Care

(Single Person)

Monthly: \$68 (adult only)

Plan includes an annual physical exam, 1 follow-up exam, and up to 2 hours of acute care with the doctor. **Does not include any discounts** on services, supplements, or events.

Total Health Primary Care

(Single Person)

Annual: \$1,116 (adult only)

Monthly: \$98

Plan includes up to 6 hours of care with the doctor (office visits, OMT, acute care) and discounts on all services, supplements, and events.

Total Health Family Plan

(Includes kids up to age 22)

Annual: \$2,700

Monthly: \$225

Please note:

- *Married couples have their individual single plans, not a family plan.*
- *Children under 22 years old must join under a family plan with their parent/guardian.*

Enrollment Fees: There is a one-time enrollment fee of \$95 for individuals or \$175 for families to join our primary care membership. Re-enrollment fees of \$250 will apply if you cancel your membership and want to rejoin if we are taking new patients at that time.

Missed Appointment Fees: There is a charge for missed appointments. The fee is either the total of what the treatment would have cost, or the \$95 reservation fee for those who may have been asked to pay ahead.

Membership Patient Care Hours: Patient care coverage over the plan's allotted hours will be charged at the discounted membership rates.

Home Visits: When necessary and appropriate, DaySpring home visits will be possible on a case-by-case basis and will include additional fees. Home visits for newborns for the first six (6)

weeks of life are available with the membership. Additional charges apply for home visits outside of an 18-mile radius.

Additional Information: DaySpring offers discounts for our Members with other “DaySpring Community Partners” including services such as: counseling/social work, herbology, and lifestyle or exercise coaching. Prices and discounts vary, and we encourage you to visit our website to view specific details.

Total Health Member Benefits:

- Osteopathic Manipulation Treatments (OMT)		\$45/session
- IV Therapy		varies with treatment
- Ozone Sauna Treatment (staff-assisted)	\$85/treatment	\$350/5 sessions
- Infrared Sauna Treatment (staff-assisted)	\$35/treatment	\$225/10 sessions
- Massage		\$70/hour
- Clinical Social Work & Counseling		\$60/session
- Basic Personalized Life Coaching w/Jackie		\$55/hour
- Comprehensive Personalized Life Coaching w/Sheryl (RN, MPH)		\$75/hour
- Integrative Herbal Consultation w/Herbalist	\$125/initial 2-hour visit, \$75 follow-ups	
- Hydrotherapy (staff-assisted)		\$85 session
- Ionic Footbath	\$45 treatment	\$400/10 sessions
- EKG		\$50
- Notes & Letters written by Dr. Zach on behalf of patient		\$40
- Medical Record Request		\$35
- Lab Processing		\$30
- In-office Procedure Fee		\$45
- Patients over their 6 hours of primary care w/Dr. Zach		\$140/hour, \$100/ 30 mins

Agreement: This Agreement will be for a period of one (1) year, beginning on the “Effective Date” and will renew annually unless requested by the Member. The Member Fees will be paid on the effective date of each month. Parental consent is required for patients under the age of 18.

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 which 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, D.O, has opted out of being a participating provider in the Medicare Program. The doctor 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 it is still less than the approved fee allowed.
6. The Member acknowledges that his or her Med-ex 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 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. The Member acknowledges that notwithstanding that right has freely and voluntarily elected them to be a Member of DaySpring Integrative Wellness. The Member is then expected to fully pay 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. DaySpring and its agents shall not submit a Medicare claim for the Services, and no Medicare reimbursement will be provided.
9. The Member understands that Medicare payments 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.

Authorization of Agreement:

By signing this Agreement, I am indicating that I have had read in full the information held in this agreement, and that I, the Member, have had the opportunity to ask questions regarding the Patient Agreement. I understand and agree to the information held within Schedule A, B, C, any and all fee schedules, and the DaySpring HIPAA policy. Furthermore, and if applicable, I understand that signing my name indicates acceptance of the Agreement for any minors/children that DaySpring has added to my Membership plan.

Member Signature: _____ Effective Date: _____

Names of Minors (if applicable): _____

Names of Minors (if applicable): _____

Names of Minors (if applicable): _____

DaySpring Staff Witness: _____ Effective Date: _____