DIRECT PRIMARY CARE PATIENT AGREEMENT

DOCUMENT: Patient Agreement — Requires Signature Osteopathic Center for Family Medicine

603 Main Road North, Hampden, ME 04444 Phone: 207-945-5400 | Fax: 207-945-8300 office@ocfm.com | https://www.ocfm.com v2.0 — Effective October 1, 2026

This is an Agreement between the Osteopathic Center for Family Medicine (hereinafter "OCFM" and/or the "Practice"), a Maine professional corporation, located at 603 Main Road North, Hampden, ME 04444, its Physicians,[1] and you, ("Patient").

A. Background

The Physicians at the OCFM specialize in family medicine and deliver care at the address set forth above. In exchange for certain fees paid by Patient, OCFM, through its Physicians, agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth herein.[2] Current Physicians and practice information are available at https://www.ocfm.com.

B. Definitions

1) **Patient.** A Patient is defined as any living person for whom OCFM shall provide Services[3] and who is a signatory to, or listed on, the documents attached as Appendix 1 and incorporated by reference into this Agreement.

2) **Services.** As used in this Agreement, the term Services shall mean the package of medical and non-medical services and amenities (collectively "Services") offered by the Practice and set forth in Appendix 1.

3) **Term.** This Agreement commences on the date it is signed and dated by Patient and the Practice. The Patient shall select a billing period (monthly or annual) as indicated in Appendix 1. Unless previously terminated as set forth below, the Agreement will automatically renew for successive billing periods of the same duration upon continued payment of the applicable fee.

Both Patient and the Practice have the right to terminate this Agreement, without cause, upon giving thirty (30) days prior written notice to the other party.

Reasons the Practice may terminate this Agreement include, but are not limited to:

- Patient fails to pay applicable fees owed pursuant to this Agreement;
- Patient has performed an act that constitutes fraud;
- Patient repeatedly fails to adhere to the recommended treatment plan, particularly regarding the use of controlled substances;
- Patient is abusive or presents an emotional or physical danger to staff or other patients; or
- The Practice discontinues operations.

The Practice has the right to determine whom to accept as a Patient, just as a Patient has the right to choose a physician. The Practice may also terminate a Patient without cause provided that termination is handled appropriately and without violating patient abandonment laws.

4) **Fees.** In exchange for the Services described herein, the Patient agrees to pay the Practice the fees set forth in Appendix 1. Fees are payable upon execution of this Agreement and at the beginning of each subsequent billing period. Current fee schedules are maintained on OCFM's website, available at: https://www.ocfm.com/dpc.

If this Agreement is terminated by either party before the end of a billing period, the Practice shall refund the Patient's pro-rated share of prepaid fees remaining after deducting charges for services rendered through the date of termination. If a Patient balance remains unpaid, OCFM retains the right to pursue collection of that balance for services performed, including by referral to a collection agency or through legal action, after providing Patient with written notice and a reasonable opportunity to pay.

5) **Non-Participation in Insurance**. Patient acknowledges that the Practice and its Physicians do not participate in any health insurance, Health Maintenance Organization ("HMO") plans or panels, Health Savings Accounts ("HSA"), or similar insurance based healthcare plans, and have opted out of Medicare. The Practice makes no representations that any fees paid under this Agreement are covered by health insurance or other third-party payment plans. For avoidance of doubt, the Patient retains full responsibility for any such determination.

If the Patient is eligible for Medicare, or becomes eligible during the term of this Agreement, Patient will sign the agreement attached as Appendix 2, acknowledging that the Practice has opted out of Medicare and that Medicare cannot be billed for any Services provided. Patient additionally agrees not to bill Medicare or seek Medicare reimbursement for services rendered under this Agreement. The agreement in Appendix 2 must be renewed and signed annually.

C. Insurance or Other Medical Coverage

1) By signing this agreement, Patient expressly acknowledges and understands that:

i. This Agreement is not an insurance plan and is not a substitute for health insurance or other health plan coverage;

ii. This Agreement does not cover hospital services or any services not personally provided by the Practice and its Physician;

iii. This Agreement, standing alone, does not meet the insurance requirements of the Affordable Care Act ("ACA"); and

iv. The Practice expressly advises that Patient may, and should, obtain or maintain health insurance or health plan coverage for general healthcare costs.

This Agreement is for ongoing primary care administered by OCFM. Patient may need to visit the emergency room, urgent care, acute care, or outpatient facility, as needed. The Practice's Physicians will make every effort to be available via phone, secure messaging, or other methods, including after-hours appointments when appropriate, but cannot guarantee twenty-four seven ("24/7") availability. For avoidance of doubt, if you are experiencing a medical emergency, please call 911 or similar emergency services.

D. Communications and Technology

1) **Communication Methods**. Patient acknowledges that communications with the Practice via e-mail, video chat, messaging applications, telephone, or similar platforms, are not guaranteed to be fully secure or confidential. The Practice will make reasonable efforts to secure all communications, including

the use of encryption and password protection, where available, and will promote the use of its designated secure communication channels.

Patient expressly waives the Practice's obligation to guarantee confidentiality with respect to communications conducted via non-secure methods. Patient is responsible for maintaining the security of Patient's own devices, email accounts, and communication platforms; the Practice is not liable for unauthorized access to communications resulting from Patient's failure to secure Patient's own systems. All such communications may become part of the Patient's medical records.

2) **Patient-Initiated Disclosures**. If Patient initiates communication containing Protected Health Information ("PHI") on a particular platform, Patient authorizes the Practice to respond using the same platform regarding the subject matter discussed.

3) **Response Times and Liability**. If Patient does not receive a response to an electronic message within one business day, Patient agrees to contact the Practice by an alternative method. The Practice shall not be liable for any loss, cost, injury, or expense resulting from delays caused by technical failures, including but not limited to, internet service disruptions, power outages, software failures, faulty data transmission, third-party interception of communications, or Patient's failure to follow the communication guidelines in this section.

4) **Electronic Health Records**. Patient records are created and maintained electronically using industry-standard security measures. The Practice's Notice of Privacy Practices, provided separately, governs the use and disclosure of PHI.

5) **Artificial Intelligence and Clinical Technology**. The Practice utilizes artificial intelligence ("AI") tools to support clinical operations, including but not limited to, clinical note generation, documentation assistance, and medical terminology reference. These tools are used under the direct supervision and review of a licensed Physician, who retains full responsibility for all clinical decisions and the accuracy of medical records.

AI tools used by the Practice may process clinical encounter data, including voice recordings and transcripts, to assist in generating draft medical documentation. These tools run on Practice-maintained infrastructure together with a small number of specialist vendors — speech-to-text and language processing — each bound by an appropriate Business Associate Agreement ("BAA") in accordance with the Health Insurance Portability and Accountability Act ("HIPAA"). All AI-processed data is subject to the same privacy and security protections as all other PHI.

No AI tool is used to make clinical decisions, diagnoses, or treatment recommendations independently. All AI generated content is reviewed, edited, and approved by the treating Physician before becoming part of the Patient's medical record.

6) **Data Security.** In the event of a breach of Patient's PHI, the Practice will notify Patient in accordance with HIPAA and applicable Maine law.

E. Change of Law

If any change in federal, state, or local law, regulation, or rule — or any change in the judicial or administrative interpretation thereof — materially affects the rights, obligations, or operations of either party under this Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach agreement on modified terms within forty-five (45) days of the effective date of such change, either party may immediately terminate this Agreement by written notice to the other party.

F. Severability

If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid provision shall be modified to the minimum extent necessary to make it consistent with applicable law, and in its modified form shall remain enforceable.

G. Reimbursement for Services Rendered

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

H. Amendment

No amendment of this Agreement shall be binding unless made in writing and signed by all parties. Notwithstanding, the Practice may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation ("Applicable Law") by providing Patient thirty (30) days advance written notice. Such changes are incorporated by reference and effective as of the date established by the Practice, or by notice. If Applicable Law requires this Agreement to contain provisions not expressly set forth herein, such provisions shall be deemed incorporated as though they had been expressly included.

I. Assignment

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

J. Relationship of Parties

The Physicians providing Services under this Agreement are agents or employees of the Practice. Nothing in this Agreement creates a partnership, joint venture, or employment relationship between Patient and the Practice or its Physicians.

K. Legal Significance

Patient acknowledges that this Agreement is a legal document that creates certain rights and responsibilities. Patient further acknowledges to having had a reasonable opportunity to seek legal advice regarding this Agreement and has either chosen not to do so, has done so under the advice of counsel, or has fully reviewed and is satisfied and agrees with all terms and conditions.

L. Entire Agreement

This Agreement, including all appendices, contains the entire agreement between the parties and supersedes all prior oral and written understandings regarding its subject matter.

M. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Maine. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction within the state of Maine, where services were rendered and the Patient or the Physician actually resides.

N. Service of Notice

All written notices required under this Agreement are deemed served if sent to the address of the receiving party by first class U.S. mail or by electronic mail to the address on file with the Practice.

O. Construction

This Agreement shall be construed without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. Captions, headings, and footnotes, are used for convenience only and shall not limit, broaden, or qualify the text.

P. Patient Acknowledgments

By signing this document, I, Patient, acknowledge and understand that:

- This Agreement is for ongoing primary care services and is not a health insurance plan, nor does it satisfy the insurance requirements of the Affordable Care Act;
- In the event of a medical emergency, I agree to call 911, or similar emergency services, first; The Practice's Physicians 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 a local urgent care for same-day services;
- I do not expect the Practice to file or contest third-party insurance claims on my behalf;
- This Agreement is nontransferable. I understand that the Practice does not routinely prescribe chronic controlled substances, including but not limited to opioid medications, stimulants, and benzodiazepines; any controlled substance prescribing is at the Physician's discretion and subject to treatment agreements and applicable regulations;
- Failure to pay membership fees in full will result in termination from the Practice;
- I have received or been offered the Practice's Notice of Privacy Practices ("NPP"), which describes how my PHI may be used and disclosed; and
- I acknowledge and consent to the Practice's use of AI tools and clinical technology as described in Section (D)(5) of this Agreement.

Signatures

By signing below, the parties agree to the terms and conditions of this Agreement, including all appendices incorporated by reference.

Patient Signature **Date**

_____ _____

Patient Printed Name

_____

Patient Signature	**Date**
Practice Representative Signature	Date
_____	_____
Practice Representative Printed Name	
_____	

Appendix 1: Periodic and Enrollment Fees and Services

This Agreement is for ongoing primary care. This Agreement is not health insurance. Patient may need to use the care of specialists, emergency rooms, and/or urgent care centers that are outside the scope of this

Agreement. Examples of conditions we treat, procedures we perform, and medications we prescribe are listed on our website and are subject to change.

A. Fees

1) **Enrollment Fee.**

An initial, nonrefundable enrollment fee is charged when the Patient enrolls. If a Patient discontinues membership and wishes to re-enroll, the Practice reserves the right to decline re-enrollment or to require a re-enrollment fee. Only one enrollment fee is charged per family. Current enrollment and reenrollment fees are published on the Practice website.

2) **Periodic Fee**

The periodic fee covers ongoing primary care services. Patients may choose to pay on a monthly or annual basis. Monthly billing requires a minimum initial commitment of three (3) months. Annual prepayment may be offered at a discounted rate. Current periodic fees are published on the Practice website, including individual rates and family rates. Family plans cover the enrolling parent(s) and their children up to the age of 22.

3) **Appointment Fee**

A flat-rate appointment fee, regardless of visit length or intensity, is applied to all office visits with the exception of the Patient’s annual wellness examination and well-child examinations. The current appointment fee is published on the Practice website.

The Practice reserves the right to adjust fees with thirty (30) days advance written notice to the Patient.

B. Medical Services

As used in this Agreement, Medical Services are those services the Practice’s Physicians are permitted to perform under the laws of the State of Maine, consistent with their training and experience as family medicine physicians.

Patient is entitled to an annual wellness examination and evaluation. Examples of conditions treated, procedures performed, and medications prescribed are listed on the Practice website and are subject to change.

The Practice's Physicians may from time to time, due to vacations, illness, continuing medical education, or other similar situations, not be available to provide outlined Services. During such times, Patient's communications will be directed to a covering physician. The Practice will make every effort to arrange for coverage but cannot guarantee such coverage.

C. Non-Medical, Personalized Services

The Practice shall also provide Patient with the following non-medical services:

1) **Access**. Patient may access the Practice's Physicians via secure messaging and video chat. Patient may also have direct telephone access for contact outside of usual business hours. As described above, Physicians will make reasonable efforts to respond outside of business hours to accommodate Patients' medical needs, as necessary. During a Physician's absence, the Practice will arrange for an appropriately licensed covering physician and will provide Patient with instructions for contacting that Physician.

2) **Electronic Messaging.** Patient shall be provided with access to the Practice's designated communication channels for non-urgent communications, which will be addressed in a timely manner. Patient understands and agrees that electronic messaging should never be used to seek medical care in the event of an emergency or any situation that could reasonably develop into an emergency. In such situations, Patient shall call 911, or the nearest emergency medical assistance provider, and to follow the directions of emergency medical personnel.

3) **Minimal Wait Appointments**. Every effort shall be made to ensure that Patient is seen promptly upon arriving for a scheduled office visit. If a delay is anticipated, Patient shall be contacted and advised of the projected wait time.

4) **Same Day/Next Day Appointments**. Every reasonable effort shall be made to schedule an appointment on the same day Patient contacts the Practice for an acute illness or injury. If the request is made after noon on a business day (Monday through Friday), every reasonable effort shall be made to schedule the appointment on the following business day.

5) **Nutrition and Activity Program.** Patients may enroll, at their request, in the Practice's nutrition and activity program, which is designed to support and improve nutrition, physical activity, health, and well-being.

6) **Home or Office Visits.** Patient may request that a Physician see Patient in Patient's home or office. In situations where the Physician considers such a visit reasonably necessary and appropriate, every reasonable effort will be made to accommodate the request.

7) **Visitors.** Family members temporarily visiting a Patient from out of town may, for a two-week period, access the services described herein.[4] Medical services rendered to visitors shall be charged on a fee-for-service basis. Visitors who are Medicare beneficiaries must be covered by a Medicare opt-out and waiver agreement before being treated by the Practice.

8) **Specialist Coordination**. The Practice will coordinate with medical specialists to whom Patient is referred to assist in obtaining specialty care. Patient understands that fees paid under this Agreement do not include or cover specialist fees or fees charged by any medical professional other than the Practice's Physicians.

9) **Medications**. The Practice works with patients and wholesale pharmacies to find the best available prices on medications.

10) **Laboratory and Pathology**. The Practice works with patients to find the best available prices on laboratory and pathology services.

11) **In-Office Procedures**. The Practice offers a range of in-office procedural services including, but not limited to, joint injections, Osteopathic Manipulative Treatment ("OMT"), minor surgical procedures, intrauterine device ("IUD") placement and removal, skin lesion excision and removal, toenail removal, laceration repair, and pap smears.

12) **Vaccination**. Childhood immunizations are not offered in the office. Patients are referred to the Maine Immunization Program for childhood vaccinations. For more information on this program, please visit: https://www.maine.gov/dhhs/mecdc/diseases-conditions/immunization/child-and-adolescent-immunizations.

13) **Hospital Services**. The Practice will work collaboratively with area hospital staff to manage Patient's hospitalization.

14) **Obstetrical Services and Pregnancy Care**. These services are offered as a separate and distinct package. Please contact the Practice for more information.

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1. "Physicians" described herein are all doctors, admitted to practice medicine, and in good standing, within Maine, employed by OCFM.↩

2. *See* "Definitions" §2, and Appendix 1.↩

3. *See* "Services" within §B(2).↩

4. *See* Appendix 1, § (B).↩