PONTE VEDRA CONCIERGE MEDICINE
DIRECT PRIMARY CARE PATIENT AGREEMENT

This **DIRECT PRIMARY CARE PATIENT AGREEMENT** (this "Agreement") is entered into by and among **RWT HEALTHCARE SERVICES, LLC**, a Florida limited liability company, **DBA PONTE VEDRA CONCIERGE MEDICINE** ("Practice"), located at 100 Executive Way, Suite 113, Ponte Vedra Beach, FL, **RICHARD TOWNSEND, M.D.**, an individual ("Physician") in his capacity as an agent of Practice, and the person(s) as listed on Appendix 1, attached hereto and incorporated by this reference ("Patient").

Background

Practice offers a direct primary care membership plan. Physician specializes in family medicine and delivers care on behalf of Practice, at the address set forth above. In exchange for certain Fees (as defined herein) paid by Patient, Practice, through Physician, agrees to provide Patient with the Services (as defined herein) on the terms and conditions set forth in this Agreement.

Agreement

The parties hereto agree as follows:

1. **Membership Plan**. As used in this Agreement, the term "Membership Plan" shall mean a package of ongoing Medical Services and Non-Medical Services, as further defined on Appendix 2 and Appendix 3, attached hereto and incorporated by this reference (collectively the "Services"). Services included in the Membership Plan may be updated by Practice, from time to time. Practice will provide Patient with notice prior to updating offered Services. At any given time, the list of current Services offered by Practice shall be posted on Practice's website (www.pvconcierge.com).

2. **Patients.**

(a) Subject to the terms of this Agreement, Services under the Membership Plan shall be provided to each Patient who is a signatory hereto and listed on Appendix 1, attached hereto and incorporated by this reference.

(b) Practice reserves the right to accept or decline a Patient based upon Practice's capability to appropriately handle such Patient's primary care needs. Practice may decline a new Patient for any reason, including, but not limited to Physician's panel of patients being full (capped at 400 adult members or fewer) or the Patient requiring medical care not within Physician's scope of services.

3. **Fees.** In exchange for the Services, Patient agrees to pay Practice, such amounts as set forth in Appendix 4, attached hereto and incorporated by this reference (the "Fees"). Such Fees shall be payable upon execution of this Agreement. Patient acknowledges

and agrees that Patient shall be solely responsible for paying Practice for any of the Services provided hereunder. If this Agreement is terminated by either party prior to the end of a given month, then Practice shall refund Patient's prorated share of the Monthly Periodic Fee (as defined on Appendix 4), remaining after deducting individual charges for Services rendered to Patient up to the date of termination. Patient further acknowledges and agrees that Patient shall be charged a bad check fee in the amount of $35 for any returned checks or electronic funds transfers made to Practice that are not honored.

4. **Non-Participation in Insurance.** Patient acknowledges that neither Practice, nor Physician participate in any health insurance or HMO plans. Physician has opted out of Medicare. Patient acknowledges that federal regulations REQUIRE that Physician opt out of Medicare so that Medicare patients may be seen by Practice pursuant to this Agreement. Neither Practice nor Physician 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 hereby agrees to sign the Medicare Patient Agreement attached hereto as Appendix 5, and incorporated by this reference (the "Medicare Patient Agreement"). The Medicare Patient Agreement acknowledges Patient's understanding the Physician has opted out of Medicare, and as a result, Medicare cannot be billed for any Services performed for Patient by Physician. Patient agrees not to bill Medicare or attempt to receive Medicare reimbursement for any such Services.

5. **Insurance or Other Medical Coverage.** Patient acknowledges and agrees that this Agreement is not an insurance plan, and not a substitute for health insurance or other health plan coverage (including, but not limited to, membership in an HMO). This Agreement will not cover hospital services, or any services not personally provided by Practice or its contracted 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 <u>NOT</u> A CONTRACT THAT PROVIDES HEALTH INSURANCE**, this Agreement does **<u>NOT</u>** 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. Patient may need to visit the emergency room or urgent care from time to time. Physician will make a reasonable effort to be available at all times via phone, email, other methods such as "after hours" in-person appointments when appropriate; provided, however, Patient acknowledges and agrees that Physician cannot guarantee 24/7 availability.

6. **Term.** This Agreement will commence on the date this Agreement is signed by the Primary Patient (as set forth on Appendix 1) and will continue on a monthly basis thereafter. Notwithstanding the above, both Patient and Practice shall have the absolute and unconditional right to terminate this Agreement, with or without cause,

upon giving thirty (30) days' prior written notice to the other party. If this Agreement is terminated by Practice, Practice shall provide Patient with a list of other practices in the community to the extent required by applicable local patient abandonment laws. Unless previously terminated as set forth above, at the expiration of the initial one (1)-month term (and each succeeding monthly term), this Agreement will automatically renew for successive monthly terms upon the payment of applicable Fees at the end of each such monthly term.

7. Privacy & Communications. Patient acknowledges 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. As such, by engaging in such communications, Patient expressly waives Physician's obligation to guarantee confidentiality with respect to correspondence using such means of communication. Patient acknowledges and agrees that all such communications may become a part of Patient's medical record.

By providing Patient's email address on the attached Appendix 1, Patient authorizes the Practice and its contracted physicians to communicate with Patient by email regarding Patient's "protected health information" or "PHI" (as such terms are defined in the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and its implementing regulations). By providing Patient's email address in Appendix 1, Patient acknowledges and agrees that:

(a) E-mail is not necessarily a secure medium for sending or receiving PHI and, there is always a possibility that a third party may gain access;

(b) Although and Physician will make all reasonable efforts to keep e-mail communications confidential and secure, neither Practice, nor Physician can assure or guarantee the absolute confidentiality of email communications;

(c) In the discretion of Physician, e-mail communications may be made a part of Patient's permanent medical record; and,

(d) Patient understands and agrees that email is not an 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 Patient could reasonably expect to develop into an emergency, Patient shall call 911 or the nearest emergency room, and follow the directions of emergency personnel.

If Patient does not receive a response from Practice or Physician to an e-mail message within one (1) day, Patient agrees to use another means of communication to contact Practice or 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 internet service provider; (ii) power outages, failure of

any electronic messaging software, or failure to properly address e-mail messages; (iii) failure of 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) Patient's failure to comply with the guidelines regarding use of e-mail communications set forth in this paragraph.

8. **Notices**. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) if delivered in person, when delivered, (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent, if to the Practice, at the address set forth in the Preamble above, and if to Patient, at the addresses set forth on Appendix 1.

9. **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.

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. **Assignment.** This Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient. Practice may assign all of its rights and duties under this Agreement to any entity or a physician that purchases all or substantially all of the assets or equity of Practice. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

12. **Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Florida. Venue for any action commenced under this Agreement shall be St. Johns County, Florida.

13. **Waiver of Jury Trial**. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ALL OF THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY TERMS OR PROVISIONS OF THIS AGREEMENT. NO PARTY SHALL SEEK TO CONSOLIDATE ANY PROCEEDING IN WHICH THE RIGHT TO A TRIAL BY JURY HAS BEEN WAIVED WITH ANY OTHER PROCEEDING IN WHICH THE RIGHT TO A TRIAL BY JURY CANNOT BE, OR HAS NOT BEEN, WAIVED. THE TERMS AND PROVISIONS OF THIS

SECTION HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THE TERMS AND PROVISIONS HEREOF SHALL NOT BE SUBJECT TO ANY EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH, OR REPRESENTED TO, ANY OTHER PARTY THAT THE TERMS AND PROVISIONS OF THIS SECTION WILL NOT BE ENFORCED FULLY IN ALL INSTANCES.

14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement, with a counterpart being delivered to each party hereto.

15. Entire Agreement. The parties agree and understand that this Agreement embodies the entire agreement between the parties, the terms of which are expressly set forth herein. There are no other additional promises, understandings or representations, oral or otherwise. This Agreement supersedes all other agreements between the parties. This Agreement may be modified only by the written agreement of both parties.

16. Patient Understandings (initial each): By initialing below, Patient acknowledges and agrees to the following:

_____ This Agreement is for ongoing primary care and is **NOT** a medical insurance agreement.

_____ Patient does **NOT** have an emergent medical problem at this time.

_____ In the event of a medical emergency, Patient agrees to call 911 first.

_____ Patient does **NOT** expect Practice to file or fight any third party insurance claims on Patient's behalf.

_____ Patient does **NOT** expect Practice to prescribe chronic controlled substances on Patient's behalf (including, but not limited to, commonly abused opioid medications and benzodiazepines).

_____ In the event Patient has a complaint about Practice, Patient will first notify Practice directly.

_____ This Agreement (without a "wrap around" compliance or catastrophic insurance policy) does not meet the individual insurance requirement of the Affordable Care Act.

_____ Patient is enrolling (Patient and Patient's family, if applicable) in the Membership Plan voluntarily.

_____ Patient may receive a copy of this Agreement upon request.

_____ This Agreement is non-assignable by Patient.

THIS AGREEMENT IS NOT HEALTH INSURANCE AND THE HEALTH CARE PROVIDER WILL NOT FILE ANY CLAIMS AGAINST THE PATIENT'S HEALTH INSURANCE POLICY OR PLAN FOR REIMBURSEMENT OF ANY HEALTH CARE SERVICES COVERED BY THE AGREEMENT. THIS AGREEMENT DOES NOT QUALIFY AS MINIMUM ESSENTIAL COVERAGE TO SATISFY THE INDIVIDUAL SHARED RESPONSIBILITY PROVISION OF THE PATIENT PROTECTION AND AFFORDABLE CARE ACT, 26 U.S.C. S. 5000A. THIS AGREEMENT IS NOT WORKERS' COMPENSATION INSURANCE AND DOES NOT REPLACE AN EMPLOYER'S OBLIGATIONS UNDER CHAPTER 440.

The parties have signed this Agreement as of the dates below.

Patient(s)

Primary Patient:

Patient Name _____

Patient Signature _____

Date _____

Additional Adult Patients:

Patient Name _____

Patient Signature _____

Patient Name _____

Patient Signature _____

Dependent Patients:

Patient Name _____

Patient (or Guardian) Signature _____

Patient Name _____

Patient (or Guardian) Signature _____

Patient Name _____

Patient (or Guardian) Signature _____

[Additional Signatures on the Following Page]

Practice

RWT Healthcare Services, LLC dba Ponte Vedra Concierge Medicine

By _____

Name Richard Townsend, M.D.

Title Manager

Date _____

Physician

Physician Name Richard Townsend, M.D.

Physician Signature _____

Date _____

APPENDIX 1

Patient(s)

Primary Patient

Name: _____ DOB: _____

Email: _____

Mailing Address: _____

_____

Additional Adult Patients

Name: _____ DOB: _____

Relationship: _____

Email: _____

Name: _____ DOB: _____

Relationship: _____

Email: _____

Name: _____ DOB: _____

Relationship: _____

Email: _____

Name: _____ DOB: _____

Relationship: _____

Email: _____

Name: _____ DOB: _____

Relationship: _____

Email: _____

APPENDIX 2

Membership Plan Services

1. **Medical Services**. As used in this Agreement, the term Medical Services shall mean those professional medical services included in the Membership Plan as further described on Appendix 3, which Physician is permitted to perform under the laws of the State of Florida and are consistent with Physician's training and experience as a family medicine physician.

Physician may from time to time, due to vacations, sick days, and other similar situations, not be available to provide the Medical Services as described above in paragraph 1 to this Appendix 2. During such times, Practice shall direct Patient's calls to Physician or to the Practice's office, to a physician who is "covering" for Physician during Physician's absence. Practice will make every effort to arrange for coverage but cannot guarantee such coverage.

After-Hours Medical Services. There is no guarantee of after-hours in-person availability. This Agreement is for ongoing primary care, not emergency or urgent care. Physician will make reasonable efforts to see Patient in-person, as needed, after hours if Physician is available.

2. **Non-Medical, Personalized Services.** Practice shall provide Patient with the following non-medical services ("Non-Medical Services"):

(a) 24/7 Access. Patient shall have access to the Physician via instant messaging and video chat. Patient shall also have direct telephone access to the Physician on a twenty-four (24) hour per day, seven (7) days per week basis. Patient shall use the office phone number and follow the prompts that direct them to the Physician. During the Physician's absence for vacations, continuing medical education, illness, emergencies, or days off, Practice will provide the services of an appropriate licensed healthcare provider for assistance in obtaining Medical Services. Practice shall give Patient instructions as to how to contact such healthcare provider. Such healthcare provider shall be available to Patient to the same extent as would the Physician; provided, however, that such healthcare provider shall be contacted through an answering service rather than through a direct phone line.

(b) E-Mail Access. Patient shall be given the Physician's e-mail address to which non-urgent communications can be addressed. Such communications shall be dealt with by the Physician or staff member of the Practice in a timely manner. Patient understands and agrees that email and the internet should never be used to access medical care in the event of an emergency, or any situation that Patient could reasonably expect may develop into an emergency. Patient agrees that in such situations, when Patient cannot speak to Physician immediately in person or by telephone, that Patient shall call 911 or the nearest emergency medical assistance provider, and follow the directions of emergency medical personnel.

(c) No Wait or Minimal Wait Appointments. Practice will make a reasonable effort to ensure that Patient is seen by Physician immediately upon arriving for a scheduled office visit or after only a minimal wait. If Physician foresees a minimal wait time, Patient shall be contacted and advised of the projected wait time.

(d) Same Day/Next Day Appointments. Patient acknowledges and agrees to make a reasonable effort to schedule office visits with Practice twenty-four (24) hours in advance when possible. When Patient calls or e-mails Physician prior to noon on a normal office day (Monday through Friday) to schedule an appointment, Practice shall make a reasonable effort to schedule an appointment with Physician on the same day. If Patient calls or e-mails Physician after noon on a normal office day (Monday through Friday) to schedule an appointment, Practice shall make a reasonable effort to schedule Patient's appointment with Physician on the following normal office day. Notwithstanding the foregoing, Practice shall make a reasonable effort to schedule an appointment for the Patient on the same day that the request is made.

(e) Home Visits. Patient may request that Physician see Patient in Patient's home, and in situations where Patient is unable to travel and Physician considers such a visit reasonably necessary and appropriate, Physician will make a reasonable effort to comply with Patient's request; provided, however, that Patient is located within a ten (10)-mile radius of Practice's location. Practice may charge an additional $50 fee for this service.

(f) Specialists. Practice shall coordinate with medical specialists to whom Patient is referred to assist Patient in obtaining specialty care. Patient understands that Fees paid under this Agreement do not include and do not cover specialist's fees or fees due to any medical professional other than Practice and its contracted physicians.

3. Services Not Covered by the Membership Plan. As of the date of this Agreement, the following services are not included in the Membership Plan:

(a) Vaccinations are not included in the Membership Plan due to the cost prohibitive nature of stocking a limited supply. Practice will make a reasonable effort to help Patient obtain needed vaccinations elsewhere in the most cost-effective manner possible.

(a) Hospital Services are not included in the Membership Plan due to mandatory "on call" duties required at local institutions. Physician has elected not to obtain formal hospital admission privileges at this time.

(b) Obstetric Services are not included in the Membership Plan.

(c) Medications; provided, however, that Practice will make a reasonable effort to order medications in the most cost-effective manner possible for Patient.

(d) Pathology studies; provided, however, that Practice will make a reasonable effort to order such studies in the most cost-effective manner possible for

Patient. Practice will list anticipated prices for these studies (subject to change) on the Practice website.

(e) Radiology studies; provided, however, that Practice will make a reasonable effort to order such studies in the most cost-effective manner possible for Patient.

(f) Surgery and specialist consults; provided, however, that Practice will make a reasonable effort to order such consults in the most cost-effective manner possible for Patient.

APPENDIX 3

Medical Services

The following Medical Services are included in the Membership Plan; provided, however, that such Medical Services may be updated by Practice from time to time in accordance with this Agreement:

1. **Ongoing Primary Care**. A list of the chronic conditions routinely treated by the Practice (subject to change) will be posted on Practice's website.

2. **Annual Wellness Visit.** Practice will provide Patient with an annual wellness visit once every twelve (12) months. For existing patients, Practice will use the date of a patient's last annual wellness visit with Practice to identify when such patient is due for the next annual visit. For patients who have never received an annual wellness visit from Practice, Practice will work with such patients to best schedule an initial visit. Patient acknowledges and agrees that the annual wellness visit should be scheduled in advance and that Practice makes no guarantee for immediate scheduling of this type of visit.

3. **In-Office Procedures.** A list of in-office procedures performed by Practice (subject to change) will be posted on Practice's website. Patient acknowledges and agrees that such procedures will be available at no additional cost unless otherwise designated on Practice's website.

4. **Injections.** A list of injections performed by Practice (subject to change) will be posted on Practice's website. Patient acknowledges and agrees that while there is no cost for the injection procedure itself, injectable medications may incur an additional charge. A full list of injectable medications and any additional cost that may be associated with them (subject to change) will be posted on Practice's website.

5. **In-Office Laboratory Studies.** A list of included in-office laboratory studies performed at Practice and any additional costs associated with such studies (subject to change) will be posted on Practice's website.

6. **Outside Laboratory Studies. Practice will draw samples for outside laboratory studies** at no additional cost to Patient. Patient acknowledges and agrees that Patient will be charged additional fees for the outside laboratory services. A list of outside laboratory studies and any additional costs associated with such studies (subject to change) will be posted on Practice's website. Patient may, at Patient's option, visit a laboratory patient service center in order to use insurance for outside laboratory studies. In such situations, Practice will provide Patient with a laboratory order.

APPENDIX 4

Fees

1. **Fee Schedule**. Fees listed on this Appendix 4 may be updated from time to time by Practice; provided, however, that Practice will provide Patient with notice prior to updating the Fees. The latest fee schedule will be listed on Practice's website.

2. **Enrollment Fee.**

   (a) Patient will pay an enrollment fee (the "Enrollment Fee") when Patient enrolls with Practice. The Enrollment Fee is nonrefundable and subject to change, at Practice's sole discretion. If a Patient disenrolls from the Membership Plan and later wishes to re-enroll in the Membership Plan, (i) Practice reserves the right to decline re-enrollment; (ii) Practice may require such Patient to pay the Enrollment Fee; and (iii) Practice reserves the right to adjust such Enrollment Fee to reflect an amount equivalent to the total amount of Monthly Periodic Fees (as defined herein) which would otherwise have incurred during the period of such Patient's dis-enrollment from the Membership Plan.

   (b) As of the date of this Agreement, the Enrollment Fee is as follows:

      (i) $75.00 per adult Patient listed on Appendix 1;

      (ii) $75.00 for all dependent Patients enrolled with or without an adult registration on the same date. For example, if Patient enrolls two (2) dependent Patients at a future date, the Enrollment Fee for such dependent Patients shall be $75.00.

3. **Monthly Periodic Fee**.

   (a) Patient will pay a monthly periodic fee (the "Monthly Periodic Fee") for ongoing Services under the Membership Plan. Services included in the Monthly Periodic Fee will be listed on Practice's website and are subject to change as set forth herein.

   (b) As of the date of this Agreement, the Monthly Periodic Fee is as follows:

      (i) $249 per month for Patient age 26+;

      (ii) $99 per month for Patient (ages 18-25)

APPENDIX 5

Medicare Patient Agreement (Medicare Patients Only)

This **MEDICARE PATIENT AGREEMENT** ("Agreement") is entered into by and between **RICHARD TOWNSEND, M.D.** (the "Physician"), whose principal medical office is located at 100 Executive Way, Suite 113 Ponte Vedra Beach, FL 32082, and _____, a beneficiary enrolled in Medicare Part B ("Beneficiary"), who resides at _____.

Introduction

The Balanced Budget Act of 1997 allows physicians to "opt out" of Medicare and enter into private contracts with patients who are Medicare beneficiaries. In order to opt out, physicians are required to file an affidavit with each Medicare carrier that has jurisdiction over claims that they have filed (or that would have jurisdiction over claims had the physicians not opted out of Medicare). In essence, the physician must agree not to submit any Medicare claims nor receive any payment from Medicare for items or services provided to any Medicare beneficiary.

This Agreement between Beneficiary and Physician is intended to be the contract physicians are required to have with Medicare beneficiaries when physicians opt-out of Medicare. This Agreement is limited to the financial agreement between Physician and Beneficiary and is not intended to obligate either party to a specific course or duration of treatment.

Physician Responsibilities

(1) Physician agrees to provide Beneficiary such treatment as may be mutually agreed upon and at mutually agreed upon fees.

(2) Physician agrees not to submit any claims under the Medicare program for any items or services, even if such items or services are otherwise covered by Medicare.

(3) Physician agrees not to execute this Agreement at a time when Beneficiary is facing an emergency or urgent healthcare situation.

(4) Physician agrees to provide Beneficiary with a signed copy of this Agreement before items or services are furnished to Beneficiary under its terms. Physician also agrees to retain a copy of this Agreement for the duration of the opt-out period.

(5) Physician agrees to submit copies of this Agreement to the Centers for Medicare and Medicaid Services ("CMS") upon the request of CMS.

Beneficiary Responsibilities

(1) Beneficiary agrees to pay for all items or services furnished by Physician and understands that no reimbursement will be provided under the Medicare program for such items or services.

(2) Beneficiary understands that no limits under the Medicare program apply to amounts that may be charged by Physician for such items or services.

(3) Beneficiary agrees not to submit a claim to Medicare and not to ask Physician to submit a claim to Medicare.

(4) Beneficiary understands that Medicare payment will not be made for any items or services furnished by Physician that otherwise would have been covered by Medicare if there were no private contract and a proper Medicare claim had been submitted.

(5) Beneficiary understands that Beneficiary has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and that Beneficiary is not compelled to enter into private contracts that apply to other Medicare-covered items and services furnished by other physicians or practitioners who have not opted out of Medicare.

(6) Beneficiary understands that Medigap plans (under section 1882 of the Social Security Act) do not, and other supplemental insurance plans may elect not to, make payments for such items and services not paid for by Medicare.

(7) Beneficiary understands that CMS has the right to obtain copies of this contract upon request.

Medicare Exclusion Status of Physician

Beneficiary understands that Physician has not been excluded from participation under the Medicare program under section 1128, 1156, 1892, or any other sections of the Social Security Act.

[*Signatures on the Following Page*]

The parties have signed this Agreement as of the dates below.

Beneficiary

Beneficiary (or his/her Legal Representative)

Name _____

Beneficiary (or his/her Legal Representative)

Signature _____

Date _____

Physician

Physician Name Richard Townsend, M.D. (NPI Number: 1003885088)

Physician Signature _____

Date _____