

# MODERNMED

## RETAINER AGREEMENT – FEE FOR CARE

(Note: The following Agreement is supplemented by the “terms and conditions” contained in the patient packet of materials, which are incorporated into this Agreement)

This is an Agreement entered into on \_\_\_\_\_, 200\_\_, by and between Carolyn Bordinko MD, the “Physician”) and the persons named on and who have signed the attached Exhibit A (the “Member” or “You”). The Physician conducts a internal medicine practice (the “Practice”) at his/her address set forth above. In exchange for certain fees paid by You, the Physician agrees to provide You with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

1. **Fees.** You agree to pay the Physician in advance the sum of \$\_\_\_\_\_ each quarter or \$\_\_\_\_\_ each year. (Elect one.) This fee will apply for the one year term of this Agreement and is subject to adjustment in subsequent years. You agree to make the above payment to ModernMed, Inc., as the agent for the Physician.

2. **Member.** The Member (or Members, as the case may be) and family members for whom the Physician will perform the Services are listed on Exhibit A. Additional fees will be paid for each additional family member.

3. **Medical Services.** As used in this Agreement, the term Medical Services shall mean those medical services that the Physician himself/herself is permitted to perform under the laws of the State of Arizona and that are consistent with his/her training and experience as an internal medicine physician, as the case may be. Generally, such services encompass health promotion, disease prevention, diagnosis, care, treatment of patients during health and all stages of illness, office-based minor surgeries (such as biopsies, skin tag removal, small excisions), routine gynecological care, and minor cuts requiring stitches. Medical Services shall specifically **EXCLUDE** surgeries (other than minor surgeries identified above), obstetrical care, treatment of broken bones, diagnostic tests not normally administered by the Physician, and other services not typically rendered by the Physician. You will also be entitled to an annual in-depth “wellness physician examination and evaluation” (“**Wellness Evaluation**”) As part of the Wellness Evaluation, the Physician will develop and furnish You with a written health, exercise, and dietary health plan for you to follow. The Physician himself/herself will normally provide the Medical Services, but during vacation and other similar time off from work the Physician will arrange for You to contact another appropriate licensed healthcare provider for assistance in obtaining Medical Services.

4. **Non-Medical, Personalized Services.** The Practice will provide You with the following non-medical services (“**Non-Medical Services**”):

(a) **24/7 Access.** You will have direct telephone access to the Physician on a twenty-four hour per day, seven day per week basis. You will be given a phone number where You may reach the Physician directly around the clock. During the Physician’s absence for vacations, continuing medical education, illness, emergencies, or days off, the

Practice will provide the services of an appropriate licensed healthcare provider for assistance in obtaining medical services. You will be given instructions as to how to contact such healthcare provider. Such provider will be available to You to the same extent as the Physician, although such person may be contacted through an answering service rather than directly.

(b) **E-Mail Access.** You will be given the Physician’s e-mail address to which non-urgent communications can be addressed. Such communications will be dealt with by the Physician or staff member of the Practice in a timely manner, including a reasonably prompt response to You by the Physician or by the staff member.

(c) **No-Wait Appointments.** You will be seen by the Physician immediately upon arriving for a scheduled office visit or after only a minimal wait in the Practice’s lobby area.

(d) **Same Day/Next Day Appointments.** If You call or e-mail the Physician prior to noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort will be made to schedule an appointment with the Physician on the same day. If You call or e-mail the Physician after noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort will be made to schedule an appointment with the Physician on the following normal office day. In any event, however, the Practice will make every reasonable effort to schedule an appointment for You on the same day that the request is made.

(e) **Home or Office Visits.** You may request that the Physician see you in your home or office, and the Physician will make every reasonable effort to comply with your request.

The Physician may from time to time, due to emergency situations, like medical emergencies and natural disasters, not be available at the times referred to above, and You acknowledge such possibilities.

5. **Non-Participation in Insurance.** You acknowledge that the Physician does not participate in any health insurance or HMO plans or panels and has opted out of Medicare. The Physician makes no representations

whatsoever that the fees paid under this Agreement are or are not covered by Your health insurance or other third party payment plans applicable to You or Your family. You and your financial or other advisors will have the full and complete responsibility for any such determination. If you are eligible for Medicare, or during the term of this Agreement become eligible for Medicare, then You will sign the agreement entitled "Medicare Opt Out Agreement" attached to the Terms and Conditions material appearing in Your patient packet, and such Agreement shall be re-signed every two years.

**6. Insurance or Other Medical Coverage.** This Agreement is not a substitute for health insurance or other health plan coverage (such as membership in an HMO). You acknowledge that the Physician has advised You to obtain or keep in full force Your health insurance policy(ies) or plans in order to cover You and Your family members for general healthcare costs. You acknowledge that this Agreement is not a contract that provides health insurance for You, and this Agreement is not intended to replace any existing or future health insurance or health plan coverage that You may carry for You or Your family.

**7. Term; Termination.** This Agreement will commence on the date first written above and will extend for one year thereafter, except that both You and the Practice shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination, upon giving 30 days prior written notice to the other party. (This Agreement shall also terminate upon the death of the Physician or the Patient.) If the Agreement is terminated by written notice, You will be responsible to pay the fees, or be entitled to receive a refund of fees, determined by reference to paragraph 1 of the Terms and Conditions (located in the patient packet). Unless previously terminated as set forth above, at the expiration of the initial one-year term (and each succeeding one-year term), the Agreement will automatically renew for successive one-year terms upon the payment of the fee You selected in paragraph 1, above.

The parties have signed duplicate counterparts of this Agreement on the date first written above.

Physician Signature: 