



PATIENT SERVICES AGREEMENT

This Patient Services Agreement (the “Services Agreement”) specifies the terms and conditions under which the undersigned patient (the “Patient”) may participate in the Washington Internal Medicine, Inc. Services Program (the “Program”). This Services Agreement will become effective as of the date set forth by Washington Internal Medicine, Inc. (the “Concierge”) at the end of this Services Agreement (the “Effective Date”).

1. **Concierge Services Program.** The Program provides the following services (“Concierge Services”) to persons who sign up as Patients:

- Physicians are available 24/7 to quickly answer Patient’s questions or respond to Patient’s concerns.
- Online access to Patient’s personal health record allowing Patient easy access to Patient’s health information.
- Access to a dedicated VIP Patient Program medical assistant and scheduling agent.
- Patient will receive expedited referrals to specialists and clinical care coordination by a VIP Clinical Program medical assistant.
- Same day or next day appointments that will last as long as necessary to discuss all of Patient’s concerns.
- VIP Patient Program physician will include a comprehensive Patient wellness program geared to Patient’s specific needs, including nutrition, exercise and lifestyle counseling for optimized well-being.
- Cell phone and email access to Patient’s personal physician.
- Prescription facilitation, including coordination of prescriptions of various specialists and electronic refill requests, assistance with patient monitoring and compliance.
- Coordination of necessary referrals to other providers, inclusive of Concierge representatives coordinating convenient appointment times for Patients.



- Travel Medical Services, which means those medical services that aid Patients who are traveling, including but not limited to reviewing Patient’s travel itinerary, advising Patient of the need for appropriate vaccinations, providing emergency medical resources, and access to necessary clinical information and coordinating with international healthcare providers.
- Coordination of care with Patient’s admitting physician at non-affiliated hospitals, and coordination of care with discharge planning departments following any hospitalization or skilled nursing placement.
- Annual examination of Patient with a thorough health review, education that goes beyond what would be covered by insurance in a traditional physical.
- Blood draws in office at no charge when not covered by Patient’s insurance.
- EKG in office at no charge when not covered by Patient’s insurance.
- Highly subsidized or reduced cash price for medication, labs and imaging.

Concierge will provide and/or make arrangements for Patient to receive the Concierge Services through Concierge and a physician who is participating in the Program (“Designated Physician”). The Concierge Services include both non-healthcare service amenities and health-related services usually not covered by insurance. Other service amenities may be offered from time to time, and these may be subject to limitations.

2. **Concierge Physician.** Dr. Sohan R. Varma has been designated by Patient to serve as Patient’s Designated Physician participating in the Program. The Patient understands that Dr. Sohan R. Varma may not be available at all times, due to illness, travel, or acute care demands of other patients in the Program. However, Dr. Sohan R. Varma will arrange for coverage by other physicians to provide for any immediate healthcare needs which Patient has. If Dr. Sohan R. Varma is no longer available, Concierge will notify Patient of such unavailability and will refund Patient’s Concierge Services Fee, as hereinafter desires, if Patient so desires.

3. **Annual Concierge Services Fee.** As compensation for the Program and the Concierge Services, Patient agrees to pay an annual services/retainer fee to Concierge (“Concierge Services Fee”). Please check the appropriate box for Patient’s desired patient status:

Individual Patient: \$1800



4. **Fees for Medical Services.** Patient shall pay Designated Physician's usual and customary charge for medical services rendered to Patient that are not covered by the Concierge Services Fee. Patient acknowledges that the Concierge Services Fee payable by Patient to Concierge is not insurance or a substitute for insurance, as further described in Section 6 of this Services Agreement.

5. **Renewals and Termination.** The annual Concierge Services Fee covers a period of one (1) year. Failure to pay the renewal annual Concierge Services Fee within thirty (30) days from the anniversary of the Effective Date shall result in termination of Patient's membership in the Program. Patient may terminate his/her participation at any time upon thirty (30) days' prior written notice to Concierge. Concierge may terminate this Services Agreement at any time on thirty (30) days' written notice to Patient. In either event, no matter who terminates this Services Agreement for any reason, Patient will be entitled to a prorated refund of Patient's annual Concierge Services Fee. Such prorated refund will be based on the number of months Patient has participated in the Program during the then-current annual membership period.

6. **Medical Care Services Excluded from Concierge Services Fee.** The Concierge Services Fee specified above covers only the defined Concierge Services. Concierge will continue to file claims for medical services covered under healthcare plans for which Concierge is a participating provider. Patient will be financially responsible for payment for all healthcare and medical care services received by Patient from the Designated Physician and his or her staff. This Services Agreement is not intended to serve as or replace any health plan and should in no manner be considered a form of prepaid healthcare or insurance. This Services Agreement does not extend to any unaffiliated physicians or other healthcare providers, such as hospitals, ambulatory surgery centers, or diagnostic centers.

7. **Co-Payments.** Because of the requirements placed upon the Designated Physician by health plans, the Concierge Services Fee does not affect the co-payments, co-insurance or deductibles that Patient is required to pay pursuant to the terms of Patient's insurance coverage. Patient will be financially responsible for any co-payments, co-insurance or deductible amounts required by Patient's insurer.

8. **Email Communications; Privacy.** If Patient wishes to send email communications to and receive email responses from the Designated Physician and/or his/her employees, agents and representatives, including Concierge, Patient should be aware and hereby acknowledges that email is not a secure medium for sending or receiving potentially sensitive personal health information. Although Concierge and the Designated Physician will take reasonable steps to ensure that Patient's communications with Concierge and/or the Designated Physician and/or their respective employees, agents and representatives are kept confidential and secure, the confidentiality of email communications cannot be assured or guaranteed. Patient also acknowledges and understands that email is not a good medium for urgent or time-sensitive



communications. In the event a communication is time-sensitive, Patient should communicate with the Designated Physician by telephone or in person. Patient acknowledges and understands that, at the discretion of the Designated Physician, Patient's email may become part of Patient's permanent medical record.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia, without regard to its conflicts of laws provisions.

10. **Arbitration.** Any controversy or claim arising out of or related in any way to this Services Agreement, or any breach thereof, shall be settled by arbitration in Fairfax County, Virginia, in accordance with the rules and procedures of alternative dispute resolution and arbitration established by the Alternative Dispute Resolution Service of the American Health Lawyers Association ("AHLA"), and judgment upon any award rendered may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted on an expedited basis before a single AHLA arbitrator selected jointly by the parties, or in the event the parties are unable to agree, designated by the AHLA. The cost of the arbitrator shall be borne equally by the parties.

11. **Entire Agreement/Amendment.** Each of the undersigned agreed to the terms of this Services Agreement, all of which are expressed herein. There are no promises or representations except as set forth herein. No change, addition, or amendment shall be made except by written agreement executed by all parties hereto.

12. **Notices.** Any communication required or permitted to be sent under this Services Agreement shall be in writing and sent via facsimile, email, certified mail (return receipt requested), or by recognized commercial overnight courier such as FedEx or UPS, to the addressees set forth below. Any change in address shall be communicated in accordance with the provisions of this section.

13. **Counterparts; Electronic Signatures.** This Services Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature transmitted by facsimile, e-mail, or other electronic means (including .pdf format) shall be deemed to be an original signature.

The parties hereto have signed this Services Agreement to be effective as of the latest date set forth below opposite the parties' signatures.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



CONCIERGE:

WASHINGTON INTERNAL MEDICINE, INC.

Date

By: _____
Sohan R. Varma, M.D.

Address: 4229 Lafayette Center Dr,
STE 1125B-1
Chantilly, VA 20151

Phone: (347) 448-9556
Email: info@washingtoninternalmedicine.com

PATIENT:

Print Name: _____

Date

Phone: _____

Address: _____
