

PROGRAM AGREEMENT

The program agreement (the “Program Agreement”) is made as of the date set forth on the signature page hereof by and among Total Access Medical LLC (“Total Access”), Roger E. Stumacher, M.D. LLC. (“Dr. Stumacher”) and the patient identified on the signature page hereof.

The Parties and Their Roles

The purpose of the Program Agreement is to set forth the terms on which you will participate in the program (the “Total Access Program”) designed by Total Access for the provision to you of primary care services by Dr. Stumacher.

“You” or “the Patient” refers to the patient whose signature appears on the signature page of the Program Agreement. If the signature page of the Program Agreement indicates that the Patient means a couple or a family (parents and children), then any reference in the Agreement to “you” or “the patient” refers to each such member of your family. The Program Agreement describes the Total Access Program, and the rights and responsibilities of the three parties to the Program Agreement in connection therewith.

“Dr. Stumacher” refers to Roger E. Stumacher M.D. LLC., and to Roger E. Stumacher, M.D., individually. Dr. Stumacher will be your primary care physician for as long as the Program Agreement remains in effect.

“Total Access” refers to Total Access Medical LLC, the company that has designed the Total Access Program, and will administer certain of the non-clinical aspects of the Total Access Program. Total Access is not a provider of medical or other healthcare services, and Dr. Stumacher is not an employee of Total Access. Total Access is not an insurance plan and does not replace your traditional insurance plan. So long as you participate in the Total Access Program, Dr. Stumacher will have sole authority over and responsibility for the provision by Dr. Stumacher of medical services to you. Total Access will, however, be available to you to provide the non-clinical services described in the Program Agreement in an effort to make your experience of being cared for by Dr. Stumacher as convenient and as effective as possible. Neither Dr. Stumacher nor Total Access is responsible for the obligations of the other under the Program Agreement.

1. Dr. Stumacher’s Responsibilities

Dr. Stumacher agrees to arrange his practice so as to be able to afford to you the care and attention described in the Program Agreement. In general, Dr. Stumacher will not accept patients other than those who have entered into Program Agreements to be part of the Total Access Program, and no more than 600 patients will be parties to Program Agreements with Total Access and Dr. Stumacher during the term of the Program Agreement.

Dr. Stumacher will provide primary care services to you at a level of professionalism and expertise that is consistent with that manifested generally by primary care practitioners who are practicing in Bala Cynwyd, Pennsylvania.

Dr. Stumacher will provide you with one comprehensive physical exam per year, scheduled at a mutually convenient time, at no additional charge. Dr. Stumacher will provide you with such other primary care services as you request at the fee schedule attached to the Program Agreement as Exhibit A. From time to time, Dr. Stumacher may change his fee schedule by sending you a notice enclosing a revised fee schedule.

Dr. Stumacher will use his best efforts to be available to you by telephone, by e-mail or in person

(or to have a qualified substitute physician available to you by telephone, by e-mail or in person during those times when Dr. Stumacher takes a day off or is on vacation) twenty four hours per day seven days per week. In general, Dr. Stumacher will agree to see you in his office within two business days after you call for an appointment. In general, and when possible, Dr. Stumacher will come to your home for a medically necessary house call within two business days after a house call request is made. In general, Dr. Stumacher will coordinate care and communicate with specialists physicians, including emergency room physicians in the event of hospitalization.

The Program Fee that you pay under the Total Access Program will be collected by Total Access on behalf of Dr. Stumacher and forwarded to Dr. Stumacher as payment for the clinical services that Dr. Stumacher agrees to provide to you under the Program Agreement.

2. Total Access' Responsibilities

Total Access agrees to provide the non-clinical services described in this Section 2 with the objective of making your primary care experience with Dr. Stumacher as convenient and effective as possible.

Total Access will assist you in scheduling appointments with Dr. Stumacher and specialists and providers of ancillary services to whom he refers you on a basis that is as convenient for your schedule as possible. Total Access will facilitate the provision to you and to Dr. Stumacher of the results of consultations with specialists and ancillary service providers.

Total Access will maintain a website through which you can access Dr. Stumacher' e-mail.

Total Access will handle any questions or concerns you have regarding the provision by Dr. Stumacher of primary care services in accordance with the Program Agreement.

Total Access will, if you so request, handle as your agent the paperwork that is required in order for you to obtain payment or reimbursement from your pre-tax health benefits insurance plan if it provides coverage for this type of service.

Total Access will arrange for either office dispensing, express mail or (if requested by Dr. Stumacher) same-day home delivery service from a Total Access-designated pharmacy for prescription drugs that have been prescribed for you by Dr. Stumacher, provided that you or your health plan have paid for the cost of the prescription.

Total Access will provide you with general wellness information and reminders on a periodic basis.

Total Access will collect publicly available data and will provide you with travel advisories and information relating to inoculations that are recommended by the U.S. Department of State for travel to locations that you specify.

Total Access's patient service staff will be available to assist you and provide the services described in the Section 3 during the hours of 9:00 a.m. to 5:00 p.m. each business day.

3. Your Responsibilities

You agree to make yourself available at all reasonable hours for examination and diagnosis by Dr. Stumacher in person, if required by Dr. Stumacher. You agree to fully and completely follow all instructions given by Dr. Stumacher, and to complete all courses of treatment to the best of your ability. It is impossible to forecast any particular outcome of your course of treatment, and Dr. Stumacher does not and cannot guarantee a successful outcome. Your cooperation in your care is critical to a successful outcome.

You agree to pay the Total Access Program Fee described on the signature page of the Program Agreement within 30 days after the date of each billing (the first payment is due when you sign the Program Agreement). The Program Fee is due in advance of the covered time period. You understand that the schedule of Program Fees may change at any time and you will be sent a new schedule of Program Fees. Any revised Program Fee schedules will be applicable at your next annual renewal date). You also agree to pay Dr. Stumacher's bills for any additional products or services not included in the Program Fee as described in Exhibit A within 15 days after the date of each applicable invoice.

You understand that you will be responsible for obtaining and maintaining your own health insurance. If you are a patient who is entitled to benefits under or is enrolled in Part B of Medicare, you (i) acknowledge that Dr. Stumacher has not been excluded from participation under the Medicare Program, and (ii) understand that Dr. Stumacher has voluntarily elected to opt out of the Medicare Program. You agree not to submit a claim (or request that Dr. Stumacher submit a claim) under the Medicare Program or to any intermediary or carrier of the Medicare Program for any portion of the Total Access Program Fee or for any physician services bill rendered to you by Dr. Stumacher even if such services are otherwise covered by Medicare. You acknowledge that you will be responsible for payment for such services and that no reimbursement will be provided under the Medicare Program or any Medigap plan for the Total Access Program Fee or any such physician bill and that other supplemental insurance plans may elect not to reimburse you for such items. You further acknowledge that the limits the Medicare Program places on what a physician participating in the Medicare Program may charge for services rendered do not apply to the Total Access Program Fee or to any physician services bill rendered to you by Dr. Stumacher. Further, you acknowledge that (a) you have the right to obtain Medicare-covered services from physicians who have not opted out of the Medicare Program, (b) you are currently not facing an emergency or urgent health care situation, and (c) you have voluntarily elected to enter into the Program Agreement for the provision by Dr. Stumacher of services that might be eligible for payment or reimbursement by Medicare if they were rendered by a physician who continued to participate in the Medicare Program subject to the submission of an appropriate Medicare claim.

4. Termination

You understand that the Program Agreement is valid for a minimum of one (1) year. After your first year's enrollment, you may decide to terminate your participation in the Total Access Program at any time by sending a notice to Total Access at least 30 days before the day on which you wish your termination to be effective. After your first year of enrollment, in the event you elect to terminate your participation, a prorated portion of the annual Program Fee may be refundable.

If you elect to terminate your participation in the Total Access Program after the first year, you understand that you will need to select a new primary care physician before the time at which your termination is effective. If you notify Total Access of the name of your new primary care physician, with your written authorization, Total Access will provide for the transfer to your new primary care physician of the medical records then maintained by Dr. Stumacher on a date that is no later than the date of your termination.

You understand that, should you be dissatisfied with any of the non-clinical services provided by Total Access or any of the services provided by Dr. Stumacher under the Program Agreement, your right to terminate the Agreement will be your only remedy (subject to any rights that are non-waivable by law).

If you should wish to change your primary care relationship to another Total Access participating physician, and if the other physician has available capacity in his or her practice, Total Access may, by mutual agreement with you, transfer the Agreement to the other participating physician, including without penalty.

Total Access or Dr. Stumacher may terminate the Program Agreement upon 30 days prior notice to you and without any further obligations if you fail to pay any amount due hereunder.

Total Access or Dr. Stumacher may terminate the Program Agreement at any time and without any further obligation if Dr. Stumacher should die or become unable to carry on his practice, in which case a

prorated portion of the annual Program Fee may be refunded.

Total Access or Dr. Stumacher may terminate the Agreement upon 30 days prior notice to you if in the view of either of them the continuation of the Total Access Program has become impracticable, either in whole or for you specifically, in which case a prorated portion of the annual Program Fee may be refunded.

Total Access or Dr. Stumacher may terminate the Agreement upon 30 days prior notice to you if in the professional judgment of Dr. Stumacher, you are not following the prescribed medical regimen or you do not make yourself available for examination and diagnosis by Dr. Stumacher as he may reasonably require, in which case a prorated portion of the annual Program Fee may be refunded.

Regardless of whether the Program Agreement is terminated, you and Dr. Stumacher agree not to seek Medicare reimbursement for services rendered to you by Dr. Stumacher under the Program Agreement.

1. Additional Provisions

The Program Agreement will be governed by the laws of the Commonwealth of Pennsylvania.

The Program Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof, and may not be amended except by a written instrument signed by you, Total Access and Dr. Stumacher.

[Signature Page Follows]

TOTAL ACCESS PROGRAM AGREEMENT

Exhibit A

<u>Service</u>	<u>Fee</u>
One Comprehensive Physical Exam Per Year	No Additional Charge
All primary care medical services (not supplies) provided by Dr. Stumacher via signed program agreement	No Additional Charge

SIGNATURE PAGE OF TOTAL ACCESS PROGRAM AGREEMENT

New Patient:

(Please Print Name)

List Additional New Patients and Relationship (if applicable):

Signature of Person Responsible for Billing:

(Print Name)

Annual Program Fee (please complete):

Adult Care (30+ years)

Adult 1 - \$2200

Adult 2 - \$1800

Young Adult Care (18-29 years)

Young Adult 1 - \$1000

Young Adult 2 - \$1000

Young Adult 3+ - \$0

** Program Fees for Young Adult Care shall not exceed \$2,000 per family for all young adults enrolled.*

Total Number of New Patients:

Payment is due upon signing and thereafter 30 days before each anniversary of the Agreement

Date: _____, 20

Total Access Medical, LLC

By: _____
Richard Stamps, President

Roger E. Stumacher, M.D., LLC.

By: _____
Roger E. Stumacher, M.D.