

MEMBERSHIP AGREEMENT

This Membership Agreement (the “Agreement”) is made on the date set forth on the signature page of this Agreement between you and Katherine J. Atkinson, M.D., P.C. dba as both Atkinson Family Practice and Atkinson Concierge Medicine (the “Practice”), a Massachusetts professional organization with a principal place of business located at 17 Research Drive Amherst, Massachusetts, 01002.

1. Purpose. The Practice is dedicated to bringing medical providers and patients together to explore ways to innovate and improve the delivery of primary care, including the provision of the privileges and services listed on Schedule 1 (the “Member Services”) via its concierge program division (the “Concierge Program”). The Concierge Program allows for enhanced access to a Board-Certified Primary Care Provider with augmented services to improve health and longevity.
2. Membership. In consideration of the payment of the Membership Fees set forth on Schedule 2, the Practice shall provide and/or arrange for the Member Services.
3. Member. You are entitled to become a Member of the Practice’s Concierge Program and enjoy the benefits of the Membership Services, provided that you sign this Agreement and pay the annual fee by the due date as billed in accordance with the terms of this Agreement.
4. Payment for Covered Services. The Practice will arrange to seek reimbursement from your Health Plan or Program for any third party payer (insurance) covered services (other than MassHealth or other state Medicaid Programs). The Practice will accept Health Plan payment as payment in full for covered services only, subject to applicable co-pays, deductibles and coinsurance. Patients are still responsible for payment of copays and deductibles as determined by their health plan.
5. Non-Covered Services. The Membership Services for which you shall pay the Membership Fee are not intended to be and are not covered by any Health Plans or Programs (“Non-Covered Services”).
6. Fees. By executing this Agreement, you agree to pay to the Practice the Membership Fee set forth in Schedule 2 in consideration for the Member Services described in Schedule 1. **You agree not to submit to any Health Plan any invoice, bill or claim for payment or reimbursement of the Practice’s Concierge Program Membership Fee payable under this Agreement.**
7. You understand and agree that the fees set forth on Schedule 2 are subject to annual adjustment in the unilateral discretion of the Practice, and in the event the Practice either modifies the Member Services, and/or adjusts the Membership Fee, it will make best efforts to give you at least thirty (30) days advance written notice of any such changes in the Member Services or Membership Fees.

8. Termination. Either party may terminate this Agreement immediately upon written notice to the other party. This Agreement shall automatically terminate in the event you do not pay the any installment of the Membership Fees as billed by the Practice, or you act in breach of this Agreement. Upon termination of this Agreement, you will continue to be responsible for any accrued but unpaid Membership Fees due to the Practice under this Agreement. For a termination for any reason, including without limitation due to death or for a move out of the Practice service area, during a year in which an annual Membership Fee has been paid in advance, you understand and agree that the maximum refundable amount shall be equal to 50% of the Annual Membership Fee. For example, if this Agreement is terminated in month 4, you would only be refunded 50% of the Annual Membership Fee; if this Agreement is terminated in month 11, the refund would be equal to 10% of the Annual Membership Fee. A patient who terminates this Agreement with the Practice prior to the end of the initial 12 month Membership period will not be allowed to re-enroll with the Practice's Concierge Program at any time nor will they be permitted to remain as a non-Concierge Program patient of the Practice other than in the event of an urgent care condition within 30 days of termination, and in any event will be given a 30 days' written notice of termination by the Practice. A patient who leaves the Practice for any reason may be added to the waiting list for entry into the Practice as a non-Concierge Program patient, at the discretion of the Practice, but will need to find another primary care provider while waiting for an opening at the Practice.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties intending to be legally bound have executed this Agreement on the date first written below.

**KATHERINE J. ATKINSON, M.D., P.C.
ATKINSON FAMILY PRACTICE PC,
DBA ATKINSON CONCIERGE
MEDICINE**

MEMBER:

Member Name(s) and Date(s) of Birth:

By: _____

Title: _____

Date: _____

17 Research Drive
Amherst, MA 01002

413-549-8400

conciERGE@doctorkate.net

Signature of Responsible Party/Parties:

Date: _____

Member Address:

Tel. Number: _____

Email: _____

Schedule 1

ATKINSON CONCIERGE MEDICINE (“ACM”) CONCIERGE PROGRAM MEMBERSHIP SERVICES

Membership Services

1. Exclusive access to our Concierge Provider(s) (CP)
 - a. ACM Members will be provided with phone numbers/app services to allow for seamless communication with CPs and/or their delegates
2. Hours of Availability
 - a. Weekday hours: 7am-7pm. CP or Concierge Team member will be available to determine level of care needed on a case by case basis and provide medical advice or appointment as needed.
 - i. Care delivery can include a quick message exchange, telemedicine visit, in office visit or home visit depending on the needs of the patient and availability of CP
 - b. Weekend hours: Saturday/Sunday 8am-10am
 - i. Care delivery will likely include messaging or telehealth visits unless acuity determines otherwise
 - c. 24 hour coverage: ACM member will have access to 24 hour care (outside the above windows) for urgent/emergent issues only. All routine and non urgent needs will be addressed the following day during regular hours listed above.
 - d. Member should always utilize 911 or other emergency services if indicated
 - e. CP will arrange for back up coverage with a partner/colleague provider should CP be out of town or on vacation.
3. Annual Medical Comprehensive Wellness Assessment
 - a. 80 minute annual visit with CP
 - b. Will include health risk assessment with updates to family and social histories
 - c. Includes: laboratory and diagnostics testing (including EKG, vision and hearing, body composition and spirometry)
 - d. Age and situation-appropriate immunizations, cancer screenings, and cardiovascular assessments
 - e. Nutrition evaluation
 - f. Goal setting session
4. Return visits for health promotion and chronic disease management
 - a. Frequency determined based on clinical situation and at mutually agreed upon time frame, likely in the range of 2-4 additional visits per year
5. Urgent/Illness care
 - a. CP will provide time sensitive care when member is ill
 - b. CP will support member through acute illness and progression of illness or chronic disease
 - c. Care delivery will include either in person office visits, telemedicine visits or in home visits as determined by CP and the acuity of the complaint
6. Hospital Visits
 - a. If feasible, CP will make effort to visit patient during hospitalizations for social visit and care coordination with admitting inpatient team

7. Care Coordination
 - a. CP will work closely with member's medical specialists outside and within AFP/ACM
 - b. CP will liaise with member's family/caregivers as per HIPAA and state law privacy law
 - c. CP and delegates will work closely with pharmacy, insurance plans, inpatient facilities, Skilled Nursing facilities etc. for seamless care and care transitions

8. **Atkinson Concierge Medicine Annual Wellness Package (at no additional cost)**
 - a. Stress and Wellbeing Assessment by a Certified Health Coach/Stress Specialist
 - b. Annual visit with Certified Health Coach to set health goals
 - c. Three additional annual services from the list below
 - i. Sports Medicine Comprehensive Evaluation (70+ minutes)
 - ii. Medical Massage (1 hour long sessions)
 - iii. Emsella treatment for urinary urgency/incontinence (6 full sessions)
 - iv. Advanced cardiac biomarker laboratory testing
 - v. SSP (Safe and Sound Protocol, as appropriate, for nervous system regulation)
 - vi. Physical Therapy Gait and Balance full Assessment (60 minutes)
 - viii. Parenting Classes (3 class series) –classes are offered throughout the year for various ages/parenting concerns

Exclusions – Covered Services

1. Any service or item that could be deemed to be a Covered Service under any health plan or program.
2. The provision of any services or items related to the diagnosis and treatment of any complaint, illness or disease of a Member, or related to annual check-ups, preventive services and visits covered by Health Plans.
3. Any time spent in delivering services or items related to the diagnosis and treatment of any complaint, illness or disease of a Member, or related to preventive services and visits covered by Health Plans, including those incidental to such services and items, including without limitation telephone and travel time related to provision of Covered Services.

Please Note

– Our goal is to have an excellent patient-centered experience. For that reason, in addition to the quality care we provide, we will send regular surveys for members to assess how we can improve the patient experience. We welcome additional input by email to the Concierge Liaison if the survey(s) do not address specific suggestions, questions, or concerns.

–ACM is a division of Katherine J. Atkinson, M.D., P.C. (the “Practice”) and as such patients are expected to adhere to the Practice’s Code of Conduct, late cancellation, and no-show policies. The payment of a concierge fee does not excuse ACM Member’s from the obligation of mutual respect. The Practice requires respect and civility from all patients and family members, and does not tolerate any unacceptable behaviors or interactions with any of our staff, at any of our offices including, in person, by phone, or electronic communication.

Schedule 2

MEMBERSHIP FEES

Products	Prices
Routine and urgent office visits and covered services	Co-Pay and Applicable Deductibles
Other Services* (Concierge Membership Program)	Individual \$ 3500 / year Couple \$ 6,000 / year Family (4) \$ 8,000 / year
Other Services* for existing patients of Atkinson Family Practice are offered the Concierge program:	Individual \$ 3,000 Couple \$ 5,000 Family \$ 7,000**
Retail Products	25% discount on supplements/vitamins on Fullscripts

* Other Services are listed on Schedule 1

** "Family" includes: Immediate Family members living under one roof where no more than two of the members are aged 65 or greater, and not to exceed 4 adults over the age of 26. A family will not exceed 6 members.

The Member agrees to submit all payments of Membership Fees to the Practice, as follows:

Full payment for first year must be paid no less than 14 days prior to the start of the annual period under this Membership Agreement.

After the Membership Fee for the first 12 months, for each additional year under this Agreement, the Membership Fee may be paid quarterly at the initiation of every quarterly period with an ACH or Credit Card payment in place at the Practice.

Any checks for payment of the Membership Fees shall be made payable to Katherine J. Atkinson, M.D., P.C.