

**TranscEnd™ Medicare Concierge Agreement [10/2019]
THRIVE ADULT PRIMARY CARE, PC**

This is an Agreement (hereinafter referred to as “Agreement”) between Thrive Adult Primary Care, PC, a Primary Care medicine practice located at 835 West Central Street, Suite 4, Franklin, Massachusetts 02038 (hereinafter referred to as “Practice”), Mary A. Medeiros, MD, MPH (hereinafter referred to as “Physician”) in her capacity as an agent of the Practice, and you (hereinafter referred to as Patient”).

Background

The Physician, who specializes in adult internal medicine, delivers care on behalf of Practice, at the address set forth above. In exchange for certain fees paid by Patient, Practice through its Physician agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

Terms and Conditions

1. **Patient.** A patient is defined as those persons for whom the Physician shall provide Services, and who are signatories to, or listed on the documents attached as Appendix 1, and incorporated by reference, to this agreement.
2. **Services.** As used in this Agreement, the term Services, shall mean a package of services, both medical and non-Medical, and certain amenities (collectively “Services”), which are offered by Practice, and set forth in Appendix 2.
3. **Term.** This Agreement will commence on the date it is signed by the Patient and Physician below and will extend annually thereafter. Notwithstanding the above, both Patient and Practice shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination. The Patient may terminate the agreement at any time although the courtesy of a thirty (30) day notice is requested. Practice shall give thirty (30) days prior written notice to the Patient and shall provide the patient with a list of other Practices in the community in a manner consistent with local patient abandonment laws. Unless previously terminated as set forth above, the Agreement will automatically renew on the same calendar date on successive years following initial enrollment. Examples of reasons the Practice may wish to terminate the agreement with the Patient may include but are not limited to:
 - a. The Patient fails to pay applicable fees owed pursuant to Appendix 1 per this Agreement;
 - b. The Patient has performed an act that constitutes fraud;
 - c. The Patient repeatedly fails to adhere to the recommended treatment plan, especially regarding the use of controlled substances;
 - d. The Patient is abusive, or presents an emotional or physical danger to the staff or other patients of Practice;
 - e. Practice discontinues operation; and
 - f. Practice has a right to determine whom to accept as a patient, just as a patient has the right to choose his or her physician. Practice may also terminate a patient without cause as long as the termination is handled appropriately (without violating patient abandonment laws).
4. **Fees.** In exchange for the Services described herein, Patient agrees to pay Practice, the amount as set forth in Appendix 1, attached. Applicable enrollment fees are payable upon execution of this agreement but may be distributed into quarterly or monthly installments. Patient understands that fees are non-refundable.
5. **Participation in Insurance.** Patient acknowledges that Physician participates in limited health care coverage plans (Medicare Part B only). Fees paid under this Agreement are not covered by any third-party health plan applicable to the Patient. The Patient shall retain full and complete responsibility for any such determination. If the Patient loses Medicare coverage during the term of this Agreement, membership will automatically be redirected to the Direct Primary Care Agreement upheld by Practice on the effective date of Patient’s Medicare coverage deactivation.
6. **Insurance or Other Medical Coverage.** Patient acknowledges and understands that this Agreement is not an insurance plan, and not a substitute for health insurance or other health plan coverage (such as membership in an HMO). It will not cover hospital services, or any services not personally provided by Practice, or its Physician. 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 NOT A CONTRACT THAT PROVIDES HEALTH INSURANCE and is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry.
7. **Privacy Practices and Communications.** Patient acknowledges that communications with the 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, Patient expressly waives the Physician’s obligation to guarantee confidentiality with respect to correspondence using such means of communication. Patient acknowledges that all such communications may become a part of Patient’s medical records.

- a. By providing Patient's e-mail address to the Practice, Patient authorizes Practice and its Physician(s) to communicate with Patient by e-mail regarding Patient's "protected health information" (PHI) [as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations].
 - b. By providing Patient's e-mail address to the Practice, Patient acknowledges that:
 - i. 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;
 - ii. Although and the Physician will make all reasonable efforts to keep e-mail communications confidential and secure, neither Practice nor the Physician can assure or guarantee the absolute confidentiality of e-mail communications;
 - iii. In the discretion of the Physician, e-mail communications may be made a part of Patient's permanent medical record; and,
 - iv. Patient understands and agrees that e-mail 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 which could reasonably expect to develop into an emergency, Patient shall call 911 or the nearest Emergency Department, and follow the directions of emergency personnel.
 - c. If Patient does not receive a response to an e-mail message within one day, Patient agrees to use another means of communication to contact the Physician. Neither Practice, nor the 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 the Practice's computers or computer network, or faulty telephone or cable data transmission,
 - iv. any interception of e-mail communications by a third party; or
 - v. your failure to comply with the guidelines regarding use of e-mail communications set forth in this paragraph.
 - d. Patient acknowledges that official communications regarding medical or health concerns will NOT be pursued via social media platforms, whether by the Practice, or any employees thereof including the Physician.
8. **Change of Law.** If there is a change of any law, regulation or rule, federal, state or local, which affects the Agreement including these Terms & Conditions, which are incorporated by reference in the Agreement, or the activities of either party under the Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights, obligations or operations associated with the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Agreement including these Terms & Conditions. If the parties are unable to reach an agreement concerning the modification of the Agreement within forty-five (45) days after the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.
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 rendered.** 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 fees paid by Patient, Patient agrees to pay Practice an amount equal to the reasonable value of the Services actually rendered to Patient during the period of time for which the refunded fees were paid.
11. **Acceptance of Patients.** Practice reserves the right to accept or decline patients based upon its capacity to appropriately handle the patient's primary care needs. Practice may decline new patients pursuant to the guidelines proffered in Section 3 (Term), because the Physician's panel of patients is full (capped at 600 patients or fewer, depending on the complexity of patients under the Physician's care), or because the patient requires medical care not within the Physician's scope of services
12. **Amendment.** No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, the Physician may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation ("Applicable Law") by sending to the Patient written notice of any such change thirty (30) days in advance. Any such changes are incorporated by reference into this Agreement without the need for signature by the parties and are effective as of the date established by Practice, except that Patient shall initial any such change at Practice's request. Moreover, if Applicable Law requires this Agreement to contain provisions that are not expressly set forth in this Agreement, then, to the extent necessary, such provisions shall be incorporated by reference into this Agreement and shall be deemed a part of this Agreement as though they had been expressly set forth in this Agreement.
13. **Assignment.** This Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient.

14. **Relationship of Parties.** Patient and the Physician intend and agree that the Physician, in performing his duties under this Agreement, is an independent contractor, as defined by the guidelines promulgated by the United States Internal Revenue Service and/or the United States Department of Labor, and the Physician shall have exclusive control of his work and the manner in which it is performed.
15. **Legal Significance.** Patient acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Patient also acknowledges having had a reasonable time to seek legal advice regarding the Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of the Agreement.
16. **Miscellaneous.** This Agreement shall be construed without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. Captions in this Agreement are used for convenience only and shall not limit, broaden, or qualify the text.
17. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter of this Agreement.
18. **Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Massachusetts and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Practice's address in Franklin, Massachusetts.
19. **Service.** All written notices are deemed served if sent to the address of the party written above or appearing in Exhibit A by first class U.S. mail. The parties have signed duplicate counterparts of this Agreement on the date first written above.

Appendix 1: Fee Schedule

Annual Fee

In exchange for non-covered services, Patient Agrees to pay practice the following annual fee, which may be payable in periodic installments:

\$1500 per year [payable in installments of \$125/month or \$375/quarter]

Patient understand that Annual Fee rates are subject to future change according to the discretion of the Practice in accordance with cost of operation. Patient will be informed prior to changes in Annual Fee rates.

Distance Fees apply for Home/Offsite Visits [based on shortest driving distance from 835 W Central St, Franklin, MA 02038 to location of visit]:

0 – 5 mi	\$25
5.1 – 10 mi	\$35
10.1 – 15 mi	\$50
15.1 – 20 mi	\$150
20.1 – 25 mi	\$200
>25 mi	\$500

Appendix 2: Concierge Services.

The following services are included with the Annual Fee:

1. **Annual Natural Lifestyle Management Consultation.** A dedicated visit either with Physician or with Practice's affiliate expert in natural (non-pharmaceutical) lifestyle management may be scheduled once per calendar year at no additional cost to Patient.
2. **Alternative Care Benefit.** Up to \$100 annually may be credited to patient's account for alternative care measures including but not excluded to the following list. Up to \$150 annual credit may be applied if Patient receives services exclusively from Practice's preferred providers (list can be supplied):
 - a. Acupuncture
 - b. Chiropractic Care
 - c. Essential Oils
 - d. Massage
 - e. Meditation Training or Retreat
 - f. Personal Training

g. Reiki

3. **24/7 Access.** Patient shall have direct access to the Physician via phone, text messaging and/or video chat during business hours. Patient shall also have direct telephone, text and email access to the Physician on a twenty-four hour per day, seven day per week basis. Patient shall be given a phone number where patient 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 supply contact information for an appropriate licensed healthcare provider to Patient for coverage of urgent medical needs in advance of Physician's absence, inasmuch as possible according to anticipation of such absence. Covering provider availability is subject to the individual practice of such provider.
4. **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 a 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.
5. **Minimal Wait Time for Appointments.** Every effort shall be made to assure that Patient is seen by the Physician immediately upon arriving for a scheduled office visit or after only a minimal wait. If Physician foresees an extended wait time, Patient shall be contacted and advised of the projected wait time.
6. **Availability for Urgent Medical Attention.** When Patient contacts the Physician with an urgent medical concern warranting an in-person physical exam, every reasonable effort shall be made to schedule Patient's appointment with the Physician in office within 1-2 business days. Home visits on an urgent basis will be accommodated to the best of our ability within 3 business days.
7. **Off-site Visit Access.** Patient may request that the Physician see Patient in Patient's home or workplace, and in situations where the Physician considers such a visit reasonably necessary and appropriate, (s)he will make every reasonable effort to comply with Patient's request, subject to potential distance fees described elsewhere in this Agreement.