



Pediatric Works Concierge Medicine Patient Agreement

This Concierge Medicine Patient Agreement is entered into by and between Pediatric Works, LLC (“Practice”), 6065 Lake Forrest Drive NW, Suite 250, Sandy Springs, GA 30328, and you, as the parent or legal guardian of the Patient, which is a beneficiary to this Agreement and may also be referred to as a Member. This Agreement is effective as of the date of your electronic signature (the “Effective Date”).

In exchange for the fees paid by you in accordance with this Agreement, the Practice, through Kimberly Works, M.D. (“Physician”) and its clinical and administrative staff, agrees to provide you with the Services defined below, under the terms and conditions set forth in this Agreement.

1. **Services.** In exchange for the fees set forth in Section 5 below, Physician agrees to provide all Services listed in Appendix A to this Agreement. You understand and agree that the Services listed in Appendix A are the only Services that will be provided under the terms of this Agreement. You understand and agree that the Practice may amend the list of Services from time to time; however, the Practice will provide you with an updated list of the Services covered by this Agreement no later than 30 days prior to the date any change in the Services will take effect.

2.

You acknowledge and agree that Physician does not provide inpatient care and will not admit, treat, or follow Patient at any hospital should Patient need the services of a hospital.

You further acknowledge and agree that neither the Physician nor the Practice provide obstetrical services, including midwife, doula, or similar services. If you deliver under the care of a midwife, doula, or similar services, the child will remain under their care until such time as Physician has the first scheduled well-care visit with the child;

thereafter, the child will become a Patient in the care of the Physician. If, before the first scheduled well-care visit, you or the child need medical care, you agree to seek such care at a hospital. The Practice will not charge you until the first well-care visit, and only at that point will the child become a Patient under this Agreement.

To the extent a Patient requires medical care not covered by this Agreement, the Physician will refer you to another health care provider and/or assist you in finding a provider and will work with the provider of your choosing to coordinate and ensure appropriate transfer of the Patient's care, including providing copies of any relevant medical records.

2. **Laboratory Testing.** Should a Patient require laboratory testing, the Practice will draw blood and/or collect other bodily fluids necessary to facilitate the required tests. The Practice will not bill you for any fees associated with drawing blood or collecting bodily fluids; however, you will be responsible for the cost of the laboratory testing itself. The Practice contracts with a third-party laboratory to perform these tests, and you will be responsible for the costs of the tests. Any testing or laboratory costs that you incur will be itemized and included on an invoice. You acknowledge and agree that you are responsible for paying those costs, which are not included as part of the Services under this Agreement. In addition, if a Patient requires additional tests that are not offered by the third-party laboratory with which the Practice has an agreement, or if the Practice in its sole discretion sends Patients to third-party sites (e.g. LabCorp, Quest) for laboratory testing, you will be responsible for securing those tests and for the costs of any such testing.
3. **Medication Dispensing.** In most instances, the Practice will send prescriptions to your pharmacy of your choosing. In limited instances, the Practice may have certain routine medications in stock and may dispense those medications to you for a Patient as a matter of convenience if you choose to receive them directly from the Physician. Any medications dispensed by Physician directly to you for a Patient are not covered by the fees due under this Agreement. You acknowledge and agree that you are responsible for the cost of any medications dispensed directly to you and that the costs of said medications are not included as part of the Services provided under this Agreement and, thus, are not covered by the fees due by you

under this Agreement. Physician will inform you of the cost of any medication prior to dispensing so that you may make an informed decision as to whether to pay the Practice for those medications or to have the Patient's prescription filled at a pharmacy of your choosing.

Physician may prescribe certain controlled substances for a Patient from time to time as she deems medically appropriate; however, Physician does not provide long-term chronic pain management. You understand that Physician will not prescribe controlled substances on an on-going basis. In the event controlled substances are prescribed, the Practice requires that you enter a Controlled Substances Addendum, and you agree to adhere to the terms of that Addendum.

4. **Physician Availability.** Concierge medicine is intended to provide the Patient(s) with excellent, primary care pediatric services in a convenient, professional manner. In that regard, the Physician will make every effort to accommodate Patients' health care needs as quickly as possible. To ensure that Patients are provided with efficient yet exceptional health care, the Practice has limited membership in its concierge medicine program. Patients' prompt care is important to us, and we intend to make every effort to ensure that your experience with our concierge practice is a positive one. However, there may be times when the Physician is not immediately available to treat Patients. For example, there may be holidays, vacations, conferences, illness, or personal emergencies, as a result of which the Physician is temporarily unavailable to provide the Services.

By signing this Agreement, you acknowledge that the Physician may not be immediately available. You also acknowledge that you understand that the Services rendered under this Agreement are not intended to be a substitute for emergency care. If you believe that a Patient is in need of emergency care or treatment, you should always seek care from your local hospital and/or call 911 for emergency medical services.

5. **Fees.**
 - a. **Membership Fees.** In exchange for the Services described in Appendix A, you agree to pay the Practice a \$75 non-refundable enrollment fee and a \$295 monthly Membership Fee, to be charged as described below for a minimum of three months.

The non-refundable enrollment fee and first month's Membership Fee (pro-rated) shall be due immediately upon the Effective Date of this Agreement. Membership commences upon the date of payment, at which time you may begin receiving the Services (except as described in Section 1 concerning newborns). Alternatively, you may elect to pay the \$75 non-refundable enrollment fee plus a non-refundable \$3,000 annual Membership Fee.

- b. **Method of Payment.** Membership Fees shall be due on the first day of each month. You may pay invoices through one of the following methods: payment via debit or credit card (including an additional 2.2% service fee for credit card usage passed along to you), or payment via ACH draft, to be maintained on file. If your payment method changes, it is your responsibility to notify the Practice; if automatic payments do not process on schedule, the Practice may assess a late payment penalty as defined below.
- c. **Additional Costs.** You are responsible for all costs associated with any procedures, laboratory testing, specimen analysis, or other service not listed in Appendix A, plus an additional 2.5% service fee. You will be advised in advance of any costs associated with the above, and payment is due at the time of service. Alternatively, you may obtain any of the above procedures or products at any place of your choosing and submit the charges to insurance for reimbursement consideration.
- d. **Late Payments.** Late payments will be assessed a 15% penalty. Membership is dependent on timely payment of fees, and fees 60 days past due will be cause for termination of Membership and Services.
- e. **Late Cancellation Fee.** In the event you need to reschedule or cancel an appointment, please provide the Practice 24 hours notice, so that we may provide care to other patients. A no-show or no-call missed appointment, without proper 24-hour notification, may be charged a \$175 fee.

- f. **Fee Adjustments.** If the Practice finds it necessary to increase annual fees before the annual automatic renewal of this Agreement under Section 12, the Practice shall provide 60 days written notice of any adjustment and, if you do not consent to the modification, you may terminate the Agreement in writing within 30 days prior to the annual renewal. The same procedure shall apply if the Practice either expands or eliminates certain Services identified in Appendix A.
6. **Vaccinations.** Patients may purchase vaccines through the Practice or at a local health clinic. If you elect to purchase vaccines through the Practice, we acquire the vaccines from a third party on the day of the appointment. If you cancel and appointment less than 24 hours from the appointed time, we will charge those vaccines to your account. Vaccines will be stored, transported, administered, and logged into the Georgia Registry of Immunization Transactions and Services (GRITS). There is a \$21 administration fee per vaccine, which is standard. Members may seek reimbursement for vaccines through their insurance carrier. A Health Care Financing Administration Form (HCFA) will be provided upon request; however, the Practice cannot guarantee it will be approved by your insurance carrier. Those who refuse vaccines **must** sign the American Academy of Pediatrics (AAP) Refusal to Vaccine form. In addition, those who refuse Vitamin K via intramuscular **must** sign the Vitamin K Refusal Form, even if Vitamin K is administered orally. If you prefer to provide your own vaccine refusal forms, the Practice will consider your proposal but reserves the right to decline the proposed form.
7. **No Medicaid Reimbursement.** It is important that you understand that the Services provided by the Physician will not be covered by Medicaid, and that neither you, your Physician, or the Practice may submit a claim to Medicaid for any Services you receive. If you have questions, please do not hesitate to ask your Physician or to seek counsel before entering into this Agreement. By signing this Agreement, you agree that the Patient is not a member of Medicaid and, if Patient becomes a member of Medicaid, the Practice reserves the right to terminate this Agreement.
8. **This is Not Health Insurance.** You understand and acknowledge that this Agreement is not an insurance plan and is not a substitute for a health insurance plan or health insurance coverage; it is not

intended to replace any health insurance plan or coverage that you may carry. **You understand and acknowledge that the Practice does not accept health insurance, including Medicaid, and you understand and acknowledge that the fees paid under the Agreement are not covered by any health insurance plan or coverage that you may carry. You further understand and acknowledge that this Agreement does not include hospital services, or any other services, procedures, or products not identified in Appendix A. In addition, you acknowledge and understand that we have advised you to obtain or keep in full force and effect health insurance that will cover Patient(s) for hospitalizations, catastrophic events, and all other healthcare needs not personally delivered by the Practice.** _____ (Initial)

9. **Communications.** The Practice endeavors to provide you with the convenience of a variety of electronic communication options. We are careful to comply with Patient confidentiality requirements, we make every attempt to protect Members' privacy, however, communications by email, facsimile, video communications, cellular telephone, texting, and other electronic means can never be absolutely guaranteed to be secure or confidential communication methods. You understand and acknowledge the above, and you agree that by including your initials at the conclusion of this Section and by participating in the above communication methods, you expressly waive any guarantee of absolute confidentiality. You further understand that you always have the option to withhold your initials from this Section and maintain the option to decline any communication method. _____ (Initial)

a. **Email and Text Usage.** By providing an email address and/or cellular telephone number, you and the Patient(s) authorize the Practice, its Physician and staff, to communicate with you by email or text message regarding a Patient's protected health information ("PHI"). You further understand and agree that: email and text messages are not necessarily secure mediums for sending or receiving PHI and there is always a possibility that a third party may gain access to such PHI; although the Practice will make all reasonable efforts to keep email and text communications confidential and secure, neither the Practice nor the Physician can guarantee the absolute confidentiality of

these communications; and, email and text messaging are not an appropriate means of communication in an emergency, for time-sensitive problems, or for disclosing sensitive information, thus in an emergency or a situation that could reasonably be expected to develop into an emergency, you agree to call 911 or go to the nearest emergency room and follow the directions of emergency personnel.

- b. **Technical Failure.** Neither the Practice nor the Physician will be liable for any loss, injury, or expense arising from a delay in responding to you when that delay is caused by technical failure. Examples of technical failure include but are not limited to failures caused by an Internet cellular telephone service provider, power outages, failure of electronic messaging software or email provider, failure of the Practice's computers or computer network, faulty telephone or cable data transmission, any interception of email communications by a third party unauthorized by the Practice, or your failure to comply with the guidelines for use of email or text messaging as described in this Agreement.
10. **Social Media Release.** You authorize the Practice to take, edit, alter, copy, publish, and make use of any and all pictures or video taken of you or the Patient(s), to be used in and/or for any lawful promotional materials, including but not limited to newsletters, websites, social networking sites, and other print and digital communications, without payment or other consideration. This authorization shall continue indefinitely, unless you revoke this authorization in writing, or the minor Patient revokes this authorization in writing upon reaching majority age. **If you do not wish for the Practice to use pictures or video of your or the Patient(s) as described herein, please notify us in writing, and we will honor your wishes.** _____ (Initial)
11. **Dispute Resolution.** Each party agrees not to make any inaccurate, untrue, or disparaging statements, oral, written, or electronic, about the other. This Practice and the Physician strive to deliver excellent personalized patient care to every Member, but occasionally misunderstandings may arise. We welcome sincere and open dialogue with our Members and their Parents or Guardians, and we are committed to resolving your concerns. In the event you are

dissatisfied with, or has concerns about, the Physician or any staff member, Services, treatment, or experience arising from membership in this Practice, you agree to refrain from making, posting or causing to be posted on the Internet or any social media platform any untrue, unconfirmed, inaccurate, or disparaging comments about the Practice or the Physician. Rather, you agree to first discuss any concerns with the Physician; she will, in turn, respond to each concern raised. If, after the Physician responds, you remain dissatisfied, the parties will attempt to reach a mutually acceptable solution.

12. **Term and Termination.**

- a. **Term.** The term of this Agreement is one year from the Effective Date. This Agreement shall automatically renew annually, with Membership Fees due each month as described in Section 5, unless you notify the Practice of your desire to not renew by giving 30 days prior written notice of termination; however, you agree to remain with the Practice and are subject to monthly Membership Fees for a minimum of three months. If you elect to pay for an annual membership as described in Section 5, that amount is non-refundable.
- b. **Termination.** You may terminate this Agreement by giving the Practice 30 days written notice of intent to terminate. Should the Practice and/or the Physician choose to terminate this Agreement, and they may do so at any time, the Practice and/or the Physician will assist you in the transfer of Patient care to another provider of your choosing. Upon termination of this Agreement, the Physician-Patient relationship shall automatically terminate.
- c. **Early Termination.** If you elect to terminate this Agreement before the one-year term concludes, we will review and settle your account as follows: (i) we will refund the unused portion of your fees on a per diem basis; or (ii) if the fair market value of the Services provided over the term of the Agreement (up to the date of early termination) is greater than the amount of Membership Fees paid over the same period of time, you will reimburse the Practice the difference. The parties agree that the fair market value of Services is equal to the Practice's usual and

customary fee-for-service charges, a copy of which is available upon request.

13. **Notices.** Any notice required to be provided to you under this Agreement will be delivered via first class U.S. mail to the most recent address in the Patient file at the Practice. Any notice that you may be required to provide under this Agreement may be delivered to the address set forth above or at such other address as may be provided to you by the Practice from time to time.
14. **Amendment and Severability.** No amendment of this Agreement shall be binding unless made in writing and signed by all parties. Notwithstanding the foregoing, the Practice may unilaterally amend this Agreement to the extent required by federal, state, or local law, upon providing you with timely written notice as may be dictated by the circumstances. If for any reason any provision of this Agreement is deemed by a court of law to be legally invalid or unenforceable, the validity of the remaining provisions shall not be affected, and the Agreement shall be considered modified and amended to the extent necessary to comply with the law.
15. **No Waiver.** The parties agree that at any time they may choose not to enforce duties or responsibilities required of the other party under this Agreement. Such a choice shall not constitute waiver of the right to enforce those same duties or responsibilities in the future. The parties shall retain the right to enforce such terms again at any time.
16. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements or understandings between the parties with respect to the subject matter of this Agreement.
17. **Assignment.** Neither this Agreement nor any rights you or the Patient(s) may have under it may be assigned or transferred to any other individual, and any such attempt to assign or transfer this Agreement shall be considered null and void.
18. **Governing Law.** This Agreement shall be governed by the laws of the State of Georgia and venue shall be in Fulton County, Georgia.

The parties hereby execute this Agreement.

Kimberly Works, MD
Pediatric Works, LLC

Parent or Guardian

Name (printed)

Date

APPENDIX A SERVICES

1. **Medical Services.** The term “Services,” as used in this Agreement, refers to the medical/clinical services provided to Patients by the Physician and/or other clinical staff through the Practice, depending upon the Physician’s and the clinical staff’s respective scope of practice, training, certification, limitations of licensure, experience, and expertise. By entering into this Agreement, you acknowledge that Members are entitled to receive the following Services, as deemed appropriate under the circumstances, in the Physician’s sole discretion:
 - Home visit for first Newborn Check
 - Newborn Well Visits
 - Lactation Consultation
 - Well Baby Checks
 - Well Child Checks
 - Acute Visits
 - Ear Piercing
 - Annual Exams
 - School Physicals
 - Sports Physicals
 - Camp Physicals
 - Chronic Disease Management (e.g., asthma, diabetes)
 - Vaccine Administration
 - Rapid Strep Testing
 - Blood Glucose Testing
 - Dipstick Urinalysis
 - Fecal Occult
 - Minor procedures (e.g., staples, sutures, splinting)

2. **Non-Medical Services.** In addition to the above-referenced clinical Services, and subject to Agreement Section 4 (Physician Availability), Members are entitled to receive the following Non-Medical Services, which are complementary to our Members in the course of care:
- a. **After-Hours Access.** Parent or Guardian will be given a telephone number by which they may reach the Physician directly for guidance regarding *urgent* concerns that arise *unexpectedly* after office hours. Non-urgent matters will receive a response on the next business day. If contacting the Practice after regular business hours, you are requested to call and leave a voice mail message; the Physician does not respond to text messages after hours.
 - b. **Email Access.** Parent or Guardian will be given the Physician's email address, to which *non-urgent* communications may be addressed. The Physician or a Practice staff member will address such email communications in a timely manner. Parent or Guardian understands and agrees that email or the Internet should never be used to access medical care in the event of an emergency, or any situation in which one could reasonably expect may develop into an emergency. In such situations, Parent or Guardian shall call 911 or go to the nearest emergency medical provider and follow the directions of emergency medical personnel.
 - c. **Minimal Wait Times.** The Practice will make every effort to ensure that Members are seen promptly at the scheduled appointment time or with only a minimal wait. If there is an unforeseen wait time, the Practice will contact you immediately to make you aware of the projected wait time, allowing you to adjust your schedule or to reschedule your appointment as you so choose.
 - d. **Same or Next Day Appointments.** In addition to being seen timely upon your arrival, the Practice will make every effort to schedule an appointment for Members on the day of, or on the next day following your request for an appointment.
 - e. **Home or Office Visits.** You may request that the Physician see Patient(s) in your home or at the Practice. In situations in

which the Physician considers a home visit reasonable and appropriate and/or is able to accommodate such a request, the Physician will make every reasonable effort to accommodate the request for a home visit. Home or office appointments are provided on an as-available basis. The first home visit (including newborn first well-care visit) is covered under the Agreement but subject to mileage fees; additional home visits are \$175 per visit plus a mileage fee for visits outside practice location as follows: \$15 per trip outside 15 mile radius; \$25 per trip outside 25 mile radius; \$35 per trip outside 35 mile radius.

- f. **Specialists Coordination.** The Physician shall coordinate with medical specialists to whom Patient is referred to assist Patient in obtaining specialty care. Parent or Guardian understands that the fees paid under this Agreement do not include and do not cover specialists' fees or fees due to any medical professional other than the Practice Physician.

The above-referenced Services are the only Services provided under this Agreement. Any referrals to other providers are not covered by your fees. If you have any questions about the Services covered, you are encouraged to speak with the Physician directly.