



Concierge Medical Services of Family Practice
Associates of Upper Dublin
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A message to our current and prospective patients

The physicians and staff of Concierge Medical Services of Family Practice Associates of Upper Dublin (CMS-FPUD) appreciate those who have joined with us in relationship, quality care, and invaluable time together as partners in healthcare.

Our journey began April 1, 2006; a journey that is possible because of the relationships established between the physicians and staff of CMS-FPUD and our patients. At CMS-FPUD there is a unique bond with patient, physician, staff and families/caregivers often not found in traditional medical practices. This bond has produced a “we can do it” or “whatever it takes” attitude.

The physicians and staff of CMS-FPUD appreciate the trust and the opportunity to share this uncommon experience with our patients. We believe that CMS-FPUD offers “Modern Medicine...Old Fashioned Values.”

If you are interested in this opportunity, to have a truly unique relationship with your family physician, please review the attached Program Agreement and sign if you approve.

Sincerely, in partnership with you,

David J. Badolato, MD
Ira Z. Gerstman, MD

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PROGRAM AGREEMENT

This program agreement (the “Program Agreement”) is made as of the date set forth on the signature page hereof by and between, CONCIERGE MEDICAL SERVICES OF FPUD P.C. (“CMS-FPUD”) and the patient identified on the signature page (“You and/or Patient”).

The Parties and Their Roles

The purpose of this Program Agreement is to set forth the terms on which You will participate in the program (the “Program”) designed by CMS-FPUD for the provision to You of primary care medical services by CMS-FPUD.

“You” or “the Patient” refers to the patient whose signature appears on the signature page of this Program Agreement. If the signature page of this Program Agreement indicates that the Patient means a couple or a family (parents and children), then any reference in this Agreement to “You” or “the patient” refers to each such member of Your family. This Program Agreement describes the Program, and the rights and responsibilities of the parties to this Program Agreement.

“CMS-FPUD” refers to CONCIERGE MEDICAL SERVICES OF FPUD P.C., and to each physician of CONCIERGE MEDICAL SERVICES OF FPUD, P.C., individually. Your CMS-FPUD physician will be your primary care physician for as long as this Program Agreement remains in effect.

CMS-FPUD’s Clinical Responsibilities

CMS-FPUD agrees to arrange its practice so as to be able to afford to You the care and attention described in this Program Agreement. In general, CMS-FPUD will not accept patients other than those who have entered into Program Agreements to be part of the program, and no more than 400 patients will be parties to Program Agreements with CMS-FPUD during the term of this Program Agreement.

CMS-FPUD 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 Southeastern Pennsylvania.

CMS-FPUD will provide You with one comprehensive physical exam per year, scheduled at a mutually convenient time, at no additional charge. CMS-FPUD will make available to You other primary care services as You request, such as immunizations, at usual and customary fee schedule, and billed to Your insurance through Family Practice Associates of Upper Dublin (FPUD). You are responsible for any payment that results from the balance billing of services to Your insurance company. On each anniversary date of this agreement, CMS-FPUD may change its fee schedule by sending You a notice enclosing a revised fee schedule.

Your CMS-FPUD physician shall be available to CMS-FPUD twenty four hours per day, seven days per week for a total of no less than 330 days per year. During the absences of a CMS-FPUD physician, the associate CMS-FPUD physician will be available.

In general, Your CMS-FPUD physician will agree to see You in his office the same day or during the next business day after You call for an appointment. In general, Your CMS-FPUD physician will come to Your home if medically necessary.

CMS-FPUD's Administrative Responsibilities

CMS-FPUD Agrees to provide the non-clinical services described in this section with the objective of making Your primary care experience with CMS-FPUD as convenient and effective as possible

CMS-FPUD Staff will assist You in scheduling appointments with Your CMS-FPUD physician and specialists and providers of ancillary services to whom he refers You on a basis that is as convenient for your schedule as possible. CMS-FPUD will facilitate the provision to You and to Your CMS-FPUD physician of the results of consultations with specialists and ancillary service providers.

CMS-FPUD will maintain a website through which You can access your CMS-FPUD physician's e-mail.

CMS-FPUD will respond to any questions or concerns You have regarding the provision by CMS-FPUD of primary care services in accordance with this Program Agreement.

CMS-FPUD will, if You so request, assist You with the paperwork that is required in order for You to obtain payment or reimbursement from Your commercial health benefits insurance provider.

CMS-FPUD will provide You with access to general wellness information and reminders on a periodic basis.

CMS-FPUD will provide You access to 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.

Within 90 days after You first subscribe to the Program, CMS-FPUD will assemble on your behalf a comprehensive medical record that is only available to You and health care providers You authorize.

CMS-FPUD's staff will be available to assist You and provide the services described in this section during the hours of 8 a.m. to 4:30 p.m. each business day.

Your Responsibilities

You agree to pay the program fee described on the signature page of this Program Agreement (the "Program Fee") within 10 days after the date of each billing (the first payment is due when You sign this Program Agreement). The annual Program Fee is payable annually in advance. You understand that CMS-FPUD may change the schedule of Program Fees at any time by sending to You a new schedule of Program Fees (any revised Program Fee schedule will be applicable at Your next annual renewal date).

You have no other obligation under the Program. You may decide to terminate Your participation in the Program at any time by sending a notice to CMS-FPUD at least 30 days before the day on which You wish your termination to be effective.

If You elect to terminate your participation in the Program, 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 CMS-FPUD of the name of Your new primary care physician, with Your written authorization, CMS-FPUD will provide for the transfer to Your new primary care physician of the medical records then maintained by CMS-FPUD on a date that is no later than the date of Your termination.

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 CMS-FPUD has not been excluded from participation under the Medicare Program, and (ii) understand that CMS-FPUD has voluntarily elected to opt out of the Medicare Program. You agree not to submit a claim (or request that CMS-FPUD submit a claim) under the Medicare Program or to any intermediary or carrier of the Medicare Program for any portion of the Program Fee or for any physician services bill rendered to you by CMS-FPUD 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 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 Program Fee or to any physician services bill rendered to You by CMS-FPUD. 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 this program Agreement for the provision by CMS-FPUD 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.

Termination

You may terminate this Program Agreement at any time by notifying CMS-FPUD of Your termination at least 30 days prior to the date on which your termination is to be effective. You understand that, should You be dissatisfied with any of the non-clinical services provided by CMS-FPUD or any of the services provided by CMS-FPUD under this Program Agreement, Your right to terminate this Agreement will be Your only remedy at law or in equity (subject to any rights that are non-waivable by law). You understand that You will need to identify a new primary care physician prior to the date on which Your termination is effective, and that a pro rata portion of any unearned Program Fee will be refunded.

If You should wish to change Your primary care relationship to another CMS-FPUD participating physician, and if the other physician has available capacity in his or her practice, CMS-FPUD may, by mutual agreement with You, transfer this Agreement to the other participating physician without penalty.

CMS-FPUD may terminate this Program Agreement at any time and without any further obligation, or on 30 days notice to You if You fail to pay any amount due hereunder. If this Program Agreement is terminated due to Your non-payment, there will be no refund of any portion of the Program Fee. Otherwise, upon termination a pro rata portion of any unearned Program Fee will be refunded.

Regardless of whether this Program Agreement is terminated, You and CMS-FPUD agree not to seek Medicare reimbursement for services rendered to you by CMS-FPUD under this Program Agreement.

Additional Provisions

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

This 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 and CMS-FPUD.

[Signature Page Follows.]

SIGNATURE PAGE OF PROGRAM AGREEMENT

Patient: _____
(Signature)

(Print)

List Names of Additional Patients and Relationship (if applicable):

Patient: _____

Signature of Person Responsible for Billing:

(Signature)

(Print)

Annual Program Fee (please complete):

Individual - \$2500
Dependent children 24 months through 25 years - \$1250
Maximum of \$2,500 for multiple children over 24 months
\$2,500 per child 0-11 months
\$1,875 per child 12-23 months

** 5% new patient referral discount offered for one year

CONCIERGE MEDICAL SERVICES OF FPUD P.C.

By: _____

Effective Date of Agreement: _____