

## 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 hereof.

### 1. 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 in connection therewith.

"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 500 patients will be parties to Program Agreements with your CMS-FPUD physician 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 Philadelphia.

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 provide you with such other primary care services as you request at the fee schedule attached to this Program Agreement as Exhibit A. 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 310 days per year. Unused days shall not roll-over to future time periods. During the absences of a CMS-FPUD physician, the associate CMS-FPUD physician will be available, in addition to a "coverage" physician employed by CMS-FPUD for a period of thirty (30) days.

In general, your CMS-FPUD physician will agree to see you in his office within one hour of a time specified by you 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 for a house call on the evening of the day on which you request a house call. In general, your CMS-FPUD physician will accompany you to the emergency room if you are required to make an emergency room visit (although your CMS-FPUD physician will not be authorized to practice emergency medicine in the emergency department of most hospitals). In general, your CMS-FPUD physician will accompany you to appointments with specialist physicians to whom your CMS-FPUD physician refers you for specialist care if you so request.

### CMS-FPUD's Administrative Responsibilities

CMS-FPUD agrees to provide the non-clinical services described in this Section 3 with the objective of making your primary care experience with CMS-FPUD as convenient and effective as possible.

CMS-FPUD 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 and obtain claims processing support from CMS-FPUD.

CMS-FPUD will handle 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, handle as your agent the paperwork that is required in order for you to obtain payment or reimbursement from your commercial health benefits insurance provider. If you wish to use this service of CMS-FPUD, please notify CMS-FPUD's patient service personnel or visit our website, and you will be provided with forms to complete in order to authorize CMS-FPUD to provide this service.

CMS-FPUD will arrange for express mail (next day delivery) or (if requested by CMS-FPUD) same-day home delivery service from a CMS-FPUD - designated pharmacy for prescription drugs that have been prescribed for you by your CMS-FPUD physician, provided that you or your health plan have paid for the cost of the prescription. If you wish to utilize this service, please visit our website or so notify a CMS-FPUD patient service representative and you will be provided with the necessary forms to open a credit card charge account at the CMS-FPUD-designated pharmacy.

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

CMS-FPUD 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.

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. If you wish to use this service, please visit our website or so notify a CMS-FPUD patient service representative and you will be provided with the necessary patient authorization and other forms to allow CMS-FPUD to assemble your medical record on your behalf.

CMS-FPUD's patient service staff will be available to assist you and provide the services described in this Section 3 during the hours of \_\_\_\_\_ a.m. to \_\_\_\_\_ 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. If you wish to finance your Program Fees, CMS-FPUD will introduce you to a third party financing source for such purpose (subject to availability and lending restrictions). 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 also agree to pay CMS-FPUD's bills for physician services in accordance with the applicable fee schedule within 10 days after the date of each applicable invoice.

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 (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.]

**PROGRAM AGREEMENT**

**Exhibit A**

Fee Schedule for Primary Care Services

**Service**

**Fee**

One Comprehensive Physical Exam Per Year

No Additional Charge

All medical and non-medical services provided by CMS-FPUD according to services requested via signed program agreement	Associated annual program fee according to services requested
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**SIGNATURE PAGE OF PROGRAM AGREEMENT**

Patient:

\_\_\_\_\_  
(Print Name)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Person Responsible for Billing:

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

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Annual Program Fee (please complete):

- \$2,000 Individual
- \$ 1,000 24 months through 25 years
- Maximum of \$2000 for multiple children over 24 months
  - \$2,000 per child 0-11 months
  - \$ 1,500 per child 12-23 months
- [describe any applicable family discounts for husband/spouse or just for children]

Payment is due upon signing and thereafter 60 days  
before each anniversary of the Agreement

**ALL PATIENTS ENROLLING IN CMS-FPUD BY MARCH 1, 2006 WILL RECEIVE A 10%  
DISCOUNT**

Date: \_\_\_\_\_

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CONCIERGE MEDICAL SERVICES OF FPUD P.C.

By: \_\_\_\_\_