

# CHILDREN’S FIRST CONCIERGE PEDIATRICS

**MEMBER AGREEMENT**

Children’s First Concierge Pediatrics through its physician, Murray Fershtman, deliver pediatric care at 3115 College Park Drive, suite 104, The Woodlands, Tx 77384. Member wishes to engage Children’s First Concierge Pediatrics to render certain services, through Physicians or Nurse Practitioners or Physician Assistants, to or for the benefit of the patient or patients described herein, and Children’s First Concierge Pediatrics wishes to be so engaged, all in accordance with the terms and conditions set forth in this Agreement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Children’s First Concierge Pediatrics and Member, the parties agree as follows:

1. **Services and Patient.** Children’s First Concierge Pediatrics through Physicians or Nurse Practitioners or Physician Assistants, will render those services described the Appendix to the Agreement (“**Services**”).
2. **Term.** The term of this Agreement will be one year commencing on the Effective Date **and will continue from year-to-year thereafter unless termination by either Member or Children’s First Concierge Pediatrics.**

Member may choose to terminate enrollment and participation in Member’s Benefits at any time by providing ninety (90) days prior written notice to the practice. Payments are non-refundable for partial--month periods. Prepaid memberships will receive a refund for 80% of the remaining months not used.

In the event member chooses to re-enroll, then member will need to pay one full year (12 months) of monthly fees in total at re-enrollment time.

The practice reserves the right to discontinue or terminate a member’s enrollment and participation in Member’s Benefits at any time for any reason by providing thirty (30) days prior written notice to the Member, including, without limitation, nonpayment of Membership fee or if the pediatrician is of the opinion that actions of a member are abusive or inconsistent with the intent of the Membership Agreement or the Practice.

## Monthly Fee; Other Charges.

* 1. Unless a different fee is agreed to in writing by Member and Children’s First Concierge Pediatrics, Member agrees to pay Children’s First Concierge Pediatrics a monthly fee (the “**Monthly Fee**”) based on the following schedule:
     + Membership option 1 will include all services excluding vaccinations.
       - $300 per month for one (1) child
       - $150 per month for each additional child
     + Membership option 2 will include all services and vaccinations.
       - $500 per month for one (1) child
       - $150 per month for each additional child

The Monthly Fee will be payable in advance, with the Monthly Fee for the first month payable upon execution of this Agreement. Member may choose to pay 12 or 6 months of the Monthly Fee in one lump sum (versus monthly), in which case the Monthly Fee for that 12-month period will be discounted 10% or 6-month period will be discounted 5%.

* 1. The Monthly Fee will be an automatic charge on the 1st of every month from the payment plan authorized by the Member. If this Agreement is executed after the 1st but before the 15th of the month, the Monthly Fee for that month will be prorated appropriately. If this Agreement is executed after the 15th of the month, the Monthly Fee will be reduced by half of the total Monthly Fee for that month. The full amount Monthly Fee will continue on the 1st of the next month and every month to follow.
  2. Upon execution of this Agreement, Member shall pay Children’s First Concierge Pediatrics a non-refundable registration fee of $100 per family.
  3. The Monthly Fee, and all other charges under this Agreement, may be changed by Children’s First Concierge Pediatrics upon thirty (30) days written notice. If a member has elected to pay the Monthly Fee for 12 or 6 months in one lump sum, then no change may occur during that prepaid period.

1. **Participation in Insurance.** Member acknowledges that neither Children’s First Concierge Pediatrics, Physicians or Nurse Practitioners or Physician Assistants employed by or under contract with Children’s First Concierge Pediatrics participates in any health insurance, Health Maintenance Organizations, Preferred Provider Organizations, Prepaid Medical Plans, other similar health care systems, Medicare, Medicaid or any other plan or arrangement with a third-party payor. Children’s First Concierge Pediatrics does not make any representation whatsoever that any fees paid under this Agreement are covered by Member’s health insurance or other third-party payment plans applicable to Member and/or Patient. Member shall retain full and complete responsibility for any such determination.
2. **Insurance or Other Medical Coverage.** Member acknowledges and understands that this Agreement is not an insurance plan, and not a substitute for health insurance or other health plan coverage. It will not cover hospital services, any services not personally provided by Children’s First Concierge Pediatrics, or any service not specifically set forth in this Agreement. Member acknowledges that Children’s First Concierge Pediatrics has advised that Member obtain or keep in full force such health insurance policies or plans that will cover Patient for general healthcare costs. Member acknowledges that this Agreement is not a contract that provides health insurance and this Agreement is not intended to replace any existing or future health insurance or health plan coverage that Member may carry for the benefit of the Patient.
3. **Communications.** Member acknowledges electronic communications, including without limitation, e-mail, video chat, messaging, and cell phone with Children’s First Concierge Pediatrics and Physicians or Nurse Practitioners or Physician Assistants, could not be secure or confidential methods of communications. As such, Member expressly waives any obligation of Children’s First Concierge Pediatrics and Physicians or Nurse Practitioners or Physician Assistants to guarantee confidentiality with respect to correspondence using such means of communication. Member acknowledges that all such communications may become part of Patient’s medical records. By providing Member’s email address, Member authorizes Children’s First Concierge Pediatrics, Physicians or Nurse Practitioners or Physician Assistants to communicate with Member by email regarding Patient’s personal health information. Member acknowledges that:
   1. Email is not a secure medium for sending or receiving personal health information and a third party may have access;
   2. Although Children’s First Concierge Pediatrics, Physicians or Nurse Practitioners or Physician Assistants will make all reasonable efforts to keep email communications confidential and secure, neither Children’s First Concierge Pediatrics nor Physicians or Nurse Practitioners or Physician Assistants can assure or guarantee confidentiality of email communications;
   3. In the discretion of Children’s First Concierge Pediatrics or Physicians or Nurse Practitioners or Physician Assistants, email communications may be made a part of Patient’s permanent medical record;
   4. Member understands and agrees that email 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 in which the Patient could reasonably expect to develop into an emergency, Member shall call 911 or the nearest emergency room and follow the directions of emergency personnel.** If Member does not receive a response to an email message, Member agrees to use another means of communication to contact Children’s First Concierge Pediatrics or Physicians or Nurse Practitioners or Physician Assistants. Neither the Practice nor the Pediatrician will be liable to Member for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Member 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 email message; (iii) failure of the Practice’s computers or computer network, or faulty telephone or cable data transmission; (iv) any interception of email communications by a third party; or (v) Member’s failure to comply with the guidelines regarding the use of email communications set forth in this paragraph.
4. **Availability.** Member hereby agrees that Children’s First Concierge Pediatrics will not be liable for any failure to provide medical services hereunder in the event that Physicians or Nurse Practitioners or Physician Assistants employed by or under contract with Children’s First Concierge Pediatrics are assisting other patients in an emergency situation, are out of town, or are unable to make contact due to a telecommunication failure or transportation failure or due to other circumstances beyond the reasonable control of Children’s First Concierge Pediatrics or Physicians or Nurse Practitioners or Physician Assistants.
5. **Reimbursement for Services Rendered.** If this Agreement is held to be invalid for any reason and Children’s First Concierge Pediatrics is required to refund all or any portion of the Monthly Fee that have been paid by Member, then Member agrees to pay Children’s First Concierge Pediatrics an amount equal to the reasonable value of the Services actually rendered to each Patient during the period of time for which the Fee is required to be refunded.
6. **Amendment.** No amendment of the Agreement shall be binding on a party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, Children’s First Concierge Pediatrics may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation (“**Applicable Law**”) by sending Member advance written notice of any such change. 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 Children’s First Concierge Pediatrics. 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.
7. **Assignment.** This Agreement, and any rights Member or Patient may have under it, may not be assigned or transferred by Member or Patient.
8. **Legal Significance.** Member acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Member 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.
9. **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.
10. **Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Texas and all disputes arising out of this Agreement shall be settled by arbitration within proper venue and jurisdiction for Children’s First Concierge Pediatrics address in The Woodlands, Texas.
11. **Service.** All written notices are deemed served if sent by regular U.S. mail, to Children’s First Concierge Pediatrics at the address listed above in this Agreement, and to Member at the address which Children’s First Concierge Pediatrics has on file.

## Rules and Regulations.

## Do not share your doctor’s personal phone number with others. This information is confidential and for your personal use ONLY.

## Limit after hour calls to URGENT SITUATIONS ONLY. You may email or text for non-urgent issues.

# APPENDIX

**SERVICES**

## Medical Services covered by the Member Agreement

* Well child visits. Well child visits will be offered under the American Academy of Pediatrics guidelines with extended and detailed appointments with the Pediatrician.
* Treatment of immediate problems. Visits for acute illnesses such as, but not limited to, cough, ear pain, stomach pain and minor infections.
* Chronic care management. Visits for longer-term medical conditions that require more frequent monitoring such as, but not limited to, allergies, asthma, acne, eczema, developmental issues and behavioral problems.
* Care coordination. Work with other members of Patient’s healthcare team to optimize Patient’s care.
* Evaluations. Any evaluations necessary to initiate and/or continue treatment for any developmental issues or behavioral problems, such as, but not limited to, Attention Deficit (Hyperactivity) Disorder (ADHD), anxiety, and depression.

## In-office Diagnostic Testing covered by the Member Agreement

* Blood glucose
* Urinalysis by urine dipstick
* Occult blood
* Rapid group A strep
* Rapid respiratory syncytial virus (RSV)
* Rapid influenza
* Rapid COVID-19
* Urine HCG level (pregnancy)

## Routine In-office Procedures covered by the Member Agreement

* Chemical cautery of umbilical cord granuloma
* Suture and staple removal
* Nebulizer breathing treatment
* Ear wax removal
* Simple needle drainage of abscess
* Simple wound care
* Antibiotic shots when necessary
* Simple suturing
* Frenulectomy
* Wart and Molluscum treatment

## Non-Medical Services covered by the Member Agreement

* Access. Member shall have access to the Physician via phone, text message, and email. Member shall be given a phone number where Member may reach the Physicians directly. Upon occasion, Physicians may not be available to provide services due to circumstances such as sick days, vacations, or other similar situations. During such times, Member’s calls will be directed to a Nurse Practitioner or Physician Assistant who is “covering” during the absence.
* Convenient Scheduling. Reasonable efforts for same day appointments, when scheduled prior to noon on a regular off day (Monday-Friday); or the following regular office day, if scheduled after noon. After hour appointments will be given when deemed necessary by the Pediatrician. Physicians shall make every effort to ensure that there is little to no waiting for any scheduled appointment.
* Longer visits. Physician will provide longer visitation time needed to consult with the Patient and parent(s)/guardian(s) to allow for well-rounded care to be given.
* Specialists. Children’s First Concierge Pediatrics shall coordinate with medical specialists to whom Patient is referred to assist Patient in obtaining optimal specialty care. Fees paid under this Agreement do not include and do not cover specialist fee or any fees due to other medical professionals.

Patient or Parent Printed Name Patient or Parent Signature

Date Witness: Staff of CFCP Signature



# CONSENT TO TREAT

Patient’s parents or guardian or designee hereby give permission to the doctors, nurses, medical assistants, and other health care providers in the Practice to provide treatment for the patient. If a patient is 18 years or older, he/she should sign for himself/herself.

* I voluntarily consent to the medical care, treatments, and diagnostic tests that Dr. Murray Fershtman and their respective associates, assistants, and other health care providers in the Practice believe are necessary for me/my child. I understand that by signing this consent for medical treatment, I am authorizing Dr. Fershtman and their respective associates, assistants, and other health care providers to continue treatment as long as I am a patient in this practice or until I withdraw my consent.
* I understand that Dr. Fershtman or their respective associates or assistants have made no warranties, guarantees or promises to me about medical treatment for me/my child, or about any results or cures from any treatment.
* This form has been fully explained to me and I have had the opportunity to ask questions about it.
* I have/my child has an advance directive (Advance Directive to Physician, Medical Power of Attorney and/or Out-of-Hospital DNR). YES NO
  + If yes, I will provide a copy for my/my child’s medical record and will notify Children’s First Concierge Pediatrics.

Patient or Parent Printed Name Patient or Parent Signature

Date Witness: Staff of CFCP Signature



# IMMUNIZATION CONSENT

\_\_\_\_\_\_\_\_ I voluntarily choose to opt out of vaccinating my child completely using Children’s First Concierge Pediatrics services. (Membership option 1).

\_\_\_\_\_\_\_\_ I voluntarily authorize and consent for this child to receive vaccinations as recommended by Children’s First Concierge Pediatrics and the CDC immunization schedule guidelines. I understand that, prior to the administration of each immunization, I will receive a vaccination information sheet and I will have the opportunity to discuss the benefits and risks of each recommended immunization with my child’s healthcare provider (Membership option 2).

# AKNOWLEDGEMENT OF REVIEW OF NOTICE OF PRIVACY PRACTICES

I have reviewed this office’s Notice of Privacy Practices, which explains how my medical information will be used and disclosed. I understand that I am entitled to receive a copy of this document.

Patient or Parent Printed Name Patient or Parent Signature

Date Witness: Staff of CFCP Signature



**Patient Payment Plan**

I, , the Member, understand that I am agreeing to the following payment plan between myself and Children's First Concierge Pediatrics. I further understand that I must sign this agreement for it to be valid. All balances must be paid within the time frame listed below. All unpaid balances 30 days or older will be considered for third party collections.

1. Listed below are the required payments.
   1. Membership option 1:
      * First child in family $300/month
      * Each consecutive child after the 1st $150/month
   2. Membership option 2:
      * First child in family $500/month
      * Each consecutive child after the 1st $100/month
2. Monthly payment will be $ . Payment will be due on the first of each month.
3. I hereby authorize Children’s First Concierge Pediatrics to deduct the payment amount monthly on the day indicated above from my debit/credit card account:

Type of Card (Circle): Mastercard Visa American Express Discover

Credit/Debit Card #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name on Card: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Expiration Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 3-digit Security Code: \_\_\_\_\_\_\_\_\_\_

Billing Address: ­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Billing City/State/Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Any questions or concerns that I have regarding this Agreement have been answered and discussed by a staff member of Children’s First Concierge Pediatrics.

Patient or Parent Printed Name Patient or Parent Signature

Date Witness: Staff of CFCP Signature



**Patient Information**

IN WITNESS WHEREOF, the Parties hereto or their duly authorized representatives have executed this Agreement as of the Effective Date written below.

|  |  |
| --- | --- |
| Name of Patient | Date of Birth |
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*Please read each line carefully and initial to indicate your agreement with the statement.*

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You acknowledge that Practice has advised You to maintain health insurance for coverage of all Services not specifically provided for in this Agreement and You further acknowledge that this agreement is not a contract that provides health insurance.

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You acknowledge that You do not expect Practice to file or issue any third-party insurance claims on Your behalf including Medicare.

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You acknowledge that Practice and its Physician(s) have elected “opt out” status of Medicare participation.

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You acknowledge that You do not have an emergent medical problem at this time. In the event of a medical emergency, you agree to call 911 first.

Patient or Parent Printed Name Patient or Parent Signature

Date Witness: Staff of CFCP Signature