

Ronald Ruden, MD, PhD



Castle Connolly
PRIVATE HEALTH PARTNERS

MEMBERSHIP AGREEMENT

1. Welcome and Overview

Congratulations! By signing this agreement and becoming a “Member” of the membership program offered by Ruden CCPHP, LLC (the “Company”), you will be introduced to a special, personalized approach to your health care. This Membership Agreement (the “Agreement”) sets forth the terms of your relationship with the Company, which works closely with your chosen physician, Dr. Ronald Ruden, and with Dr. Ruden’s medical practice, Yaffe Ruden Associates (the “Practice”), to provide you with our special approach to care.

2. Enhancements

As a Member, you will receive a broad range of what we call value-added amenities, which are set forth in the Membership Handbook and are designed to enhance your health care delivery experience by, among other things, providing you with ready, convenient access to Dr. Ruden (your “Physician”), and to information and resources that will enable you to navigate the health care landscape more efficiently and with greater understanding. In addition to the amenities described in the Membership Handbook we have obtained the agreement of the Practice to arrange for your Physician to be available to provide you with the professional services listed in the Member Handbook (the “Professional Services”). That agreement, together with the amenities, are called the “Enhancements.” Note that the Enhancements are not Professional Services and do not include items or services that are covered by health insurance plans.

3. You and Your Physician

Your Physician will be your primary treating physician and will generally be available to you through the Communications Enhancements and other means described in the Membership Handbook. You understand, however, that your Physician may not be available from time to time due to illness, continuing medical education obligations, customary vacation periods or similar reasons. During any such unavailability, your Physician will designate a covering physician or other licensed medical professional to attend to your medical needs. Your Physician and any covering practitioner retain full and free discretion to exercise their professional medical judgment on your behalf. Nothing in this Agreement is intended to affect or limit any physician’s professional judgment.

4. Our Role

We (the Company) will provide you, or arrange for you to receive, the Enhancements. We do not, however, engage in the practice of medicine or provide any diagnostic, therapeutic or

clinical services; nor does the Company make any assurance or guarantee that any treatment or procedure provided by your Physician or the Practice will be successful. No act or service required or permitted to be rendered by the Company pursuant to this Agreement should be construed or deemed to constitute the practice of medicine.

5. Membership Fee

By signing this Agreement, you agree that it accurately describes our respective roles, and this arrangement, and you agree to pay us the Membership Fee as described on Schedule 1. The Membership Fee pays the Company for providing you the Enhancements. The Membership Fee does not cover or pay for any Professional Services, which are provided by the Practice or your Physician. The Practice will bill you or, if appropriate, will bill your health insurance plan, separately, for Professional Services rendered to you by the Practice or your Physician. The Practice participates with most major health plans, including Medicare, and accepts payment from those plans as payment in full for Professional Services, subject to applicable deductibles, co-payments and co-insurance.

Your initial annual Membership Fee is due at the time you sign this Agreement. Provided that the Agreement remains in effect, you will be billed for any “Renewal Year” before the start of that year. You agree to pay the Membership Fee for each Renewal Year (or the initial installment for that year, if applicable) within thirty (30) days after invoicing or as stated in Schedule 1. Failure to pay the Membership Fee in a timely manner may result in termination of this Agreement. The Company reserves the right to change the Membership Fee at any renewal date of this Agreement, by giving you at least thirty (30) days’ advance written notice.

You understand and agree that this Agreement is a service contract and not a contract of insurance. While you may, in your discretion, submit the Membership Fee for reimbursement to a flexible spending account, health reimbursement account, or medical savings account in which you participate, the Company makes no representation that any part of the Membership Fee will qualify to be reimbursed from any such account.

6. Amendments.

We may revise the Enhancements provided under this Agreement upon at least thirty (30) days prior written notice. Any such revision will be reflected on an amended Membership Handbook that will be provided to you with the notice. Additional Enhancements will be subject to such terms and conditions as may be specified in the amended Membership Handbook.

7. Term and Termination.

Unless it is terminated earlier in accordance with this Agreement, the initial term of this Agreement will be for one (1) year, beginning on the Effective Date (the “Initial Year”), and this Agreement will automatically renew for successive one (1) year periods (each, a “Renewal Year”), unless either you or we notify the other in writing, not less than thirty (30) days prior to the expiration of the Initial Year or the applicable Renewal Year, of the notifying party’s desire not to renew this Agreement.

Either you or we may also terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the other. If you terminate this Agreement, you will be refunded the pro-rated portion of your annual Membership Fee, minus an administrative fee of one hundred fifty dollars (\$150) (“Administrative Fee”). This Administrative Fee will be due regardless of how long you have been a Member. If we terminate this Agreement, you will be refunded a pro-rated portion of your annual Membership Fee and no Administrative Fee will be due. Any pro-rated refund will be based on the number of days during the applicable year (Initial or Renewal) that you have been a Member. Upon the Company’s receipt of this Agreement and the Membership Fee, the Company will have the option, in its sole discretion, not to accept this Agreement and to return your payment to you. In the event of your death, this Agreement will immediately terminate. The foregoing notwithstanding, in the event your Physician becomes unavailable during the term of this Agreement due to illness or other disability, you agree that you will not be entitled to a refund of any portion of the Membership Fees previously paid by you.

8. Attachments.

You acknowledge that the documents, which are available on this website, are also part of this Agreement, and that you have read and agree to their terms: (i) the Membership Handbook (which contains a description of the Enhancements, the Professional Services provided by the Practice, and Additional Terms and Conditions); and (ii) the Membership Information you have provided and the Fees and Payment Plan that you have selected in the secure online website.

IN WITNESS WHEREOF, the parties intending to be legally bound have executed this Agreement on the date first written below.

RUDEN CCPHP, LLC:

MEMBER:

By: _____

Effective Date: _____