

## Patient and Physician Services Agreement

On date: \_\_\_\_\_ by and between Comprehensive Geriatric Care, P.C., a New York State corporation located at 3684 Broadway, New York, NY 10031 (CGC) Jomarie Zeleznik MD (Physician) in her capacity as agent of CGC, and

Patient: \_\_\_\_\_

and/or Legal Representative: \_\_\_\_\_

The Physician, who specializes in internal medicine and geriatrics, delivers care on behalf of CGC in the Patient's home. In exchange for fees paid by you, CGC through its Physician agrees to provide the Patient with Services described on the terms and conditions set forth in this agreement.

### Definitions

Patient	The "Patient" is the person who is the recipient of Services.
Legal Representative	The "Legal Representative" (Representative) is that person who has legal responsibility to coordinate services, and make payments on behalf of the Patient who, due to incapacity or illness, is not able to handle business affairs. By signing this Agreement as Patient's Legal Representative, the individual represents that they have legal authority under New York State law to execute this Agreement on Patient's behalf and bind Patient to its terms and conditions. If Representative does not have such authority, Representative agrees to be personally liable for all obligations of Patient, including payment for any Services provided to the Patient under this Agreement.
Services	"Services" are medical and non-medical services that the physician is permitted to perform under New York State law which are necessary to direct overall care including in-home primary care, health care direction by phone, and coordination of other services.

### Insurance and Fees

Non-Participation in Insurance	The Patient (Representative) acknowledges that the Physician does not participate in any health insurance plans and has opted out of Medicare. The Patient (Representative) retains responsibility to determine if fees paid to CGC are reimbursable under third party insurance. If the Patient is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then the Patient (Representative) will sign the Medicare Opt-Out Acknowledgement attached which acknowledges your understanding that the Physician has opted out of Medicare, and as a result, <b>Medicare cannot be billed for any services performed by the Physician</b> . You agree not to seek Medicare reimbursement for any such services.
Insurance or Other Medical Coverage	The Patient (Representative) acknowledges that this Agreement is not an insurance plan nor a substitute or replacement for health insurance. It will not cover hospitalization or services not personally provided by CGC and the Physician. The Patient (Representative) acknowledges that CGC has advised the Patient to obtain or keep in full force health insurance policy(ies) that cover Patient for general health costs.
No Charge Services	Phone calls for a new problem which results in a home visit are not charged. FYI emails, annual influenza vaccine and services provided after death are not charged.  Calls <b>from</b> a licensed health care provider to the Physician are not charged. Care managers are <b>not</b> licensed health care providers. Calls made by the Physician <b>to</b> another provider are charged

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Fees	<p>In exchange for Services, the Patient (Representative) agrees to pay CGC \$350 per hour prorated to 12th hour minimum (\$29 per five minutes) for home visits, phone and electronic communications, coordination of services with nurses, consultants and care managers, review of health records, prescriptions renewals outside of a home visit, and completing forms and documents. Services provided in the Patient's home are payable at the time of service. The Patient will be billed monthly for services provided other than during a face to face visit.</p> <p>Visits cancelled with less than 24 hours notice, unless in case of death or hospitalization, will be charged \$200.</p> <p>Returned check fee is \$50. Late payment fee is \$50 for payment received more than 15 days after statement date.</p> <p>There is no charge for travel within Manhattan. Travel time 30 minutes outside of Manhattan is charged a flat travel fee of \$50. Travel time 30-60 minutes outside of Manhattan is charged a flat travel fee of \$75. Travel time more than 60 minutes outside of Manhattan is charged a flat travel fee of \$100. The cost for travel by MetroNorth, LIRR and taxis will be billed to the patient.</p>
Clinical Care	
In home primary care	Primary care is disease prevention, health maintenance, education, diagnosis and treatment of acute illnesses and management of chronic illnesses. CGC cannot provide emergency care such as that delivered in an emergency room and does not provide "hospital at home" model of care. Home visits are not a substitute for emergency care.
In home procedures	The services of an internist are cognitive based in a history and physical exam. CGC also provides wound evaluation and care, ear wax removal, vaccine administration, collection of urine by catheter.
Phone advice and direction	Diagnosis and treatment by telephone is limited in accuracy because of the absence of a physical exam and is not a substitute for a face to face evaluation. A phone conversation is appropriate to determine if diagnostic tests can be done at home or whether hospitalization will meet the goals of care.
Coordination of other services	Coordination of services includes ordering of labs, x-rays, equipment, referrals for home care services and to health care providers, completing forms and documents. Whenever possible a Medicare participating provider will be used for coordinated services. Payment for outside services coordinated by CGC are not included in this contract.
Physician Access	The Patient, Representative and designated caregivers will have access to the Physician 24 hours/day, seven days per week. Phone calls are returned within three hours. Emails are answered by the end of each day. During the Physician's absence for vacation, medical conferences, illness and family emergencies, the Patient (Representative) will be given instructions on how to contact a covering physician.

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Visit Schedule	Routine planned follow up home visits occur on dates and times agreed upon by the Patient (Representative) and CGC. Request for same day home visits will be accommodated if possible. CGC does not provide emergency care such as that delivered in an emergency room.
Initial home visit	The initial visit customarily takes 60 minutes and will consist of a full medical history, appropriate physical exam, review medication bottles and supplements, prescribing , review medical records and advance directives, and discussion of the health concerns of the patient and caregivers.
Subsequent home visits	Follow up visits are made at the request of the Patient (Representative) or when the Physician needs to follow up an acute or chronic condition.
Special circumstances	Patients for whom the Physician is prescribing controlled substances must be seen for a face to face home visit at least monthly until it is established that there are no safety issues. Request for some Medicare services such as skilled visiting nurse, medical equipment require the certifying physician provide a note from a current face to face visit. For patients in assisted living facilities, the frequency of face to face visits is also determined by law.
Communication	CGC and the Physician make all reasonable attempts to keep email communications confidential and secure. If you choose to use email or text communication in the acknowledgements, you waive the Physician's obligation to guarantee confidentiality with respect to these communications. You acknowledge that all communications may become part of your medical records.

By providing Patient's (Representative's) email address on the registration form, you authorize the Physician to communicate by email for nonclinical matters such as scheduling.

The Patient (Representative) understands that **email is not an appropriate means of communication regarding emergency or time-sensitive issues** such as a new symptoms or private matters. A phone call is the best means to reach the Physician for a new or urgent problem.

If the Patient (Representative) does not receive a response to an e-mail message within one day, you agree to make a phone call to the Physician. Neither CGC nor the Physician will be liable to Patient (Representative) for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Patient (Representative) as a result of: failures of an internet service provider; power outages; failure of electronic messaging software; failure to properly address e-mail messages; failure of CGC's computers or network; faulty telephone or cable data transmission; interception of e-mail communications by a third party; or your failure to comply with the guidelines regarding use of e-mail communications.

## Patient and Physician Services Agreement

### Legalese

Legal Significance	The Patient (Representative) acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. The Patient (Representative) acknowledges having had a reasonable time to seek legal advice regarding this Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of this Agreement.
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.
Change of Law	If there is a change of any law, regulation or rule, federal, state or local, which affects the Agreement or the activities of either party under the Agreement, or any change in the judicial or administrative interpretation of any law, regulation or rule, and either party believes in good faith that the change will have a substantial adverse effect on that party's rights, obligations or operations associated with the Agreement, then that party may, upon written notice, request the other party to renegotiate the terms of the Agreement. If the parties are unable to reach an agreement concerning the modification of the Agreement within forty-five (45) days after the date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.
Severability	If for any reason any provision of this Agreement shall be deemed, by a court of competent jurisdiction, to be legally invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected, and that provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law so that the provision shall then be enforceable.
Assignment	This Agreement, and any rights the Patient may have under it, may not be assigned or transferred by the Patient.
Relationship of Parties	The Patient (Representative) and the Physician intend and agree that the Physician, in performing her duties under this Agreement, is an independent contractor as defined by the guidelines of the US Internal Revenue Service and or the US Department of Labor, and that the Physician shall have exclusive control of her work and the manner in which it is performed.
Amendment	No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all the parties. However, the Physician may unilaterally amend this Agreement if required by federal, state, or local law or regulation by sending Patient (Representative) thirty (30) days advance written notice of 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 CGC. If Applicable Law requires this Agreement to contain provisions that are not expressly set forth in this Agreement, then 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.

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Term and Termination	This Agreement will commence on the date written above. The Patient (Representative) and CGC shall each have the right to terminate the Agreement without showing cause for termination upon giving thirty (30) days prior written notice to the other party. Unless previously terminated as set forth above, the Agreement will automatically renew for successive monthly terms as long as there are no outstanding fees due.
Service	All written notices are deemed served if sent to the address of the party written below by certified US mail.
Jurisdiction	This Agreement shall be governed and construed under the laws of the State of New York and each of the Parties hereby submits to the exclusive jurisdiction of any New York State court sitting in the County of New York in the City and State of New York for the purposes of any suit, action, or other proceeding arising out of this agreement or the subject matter hereof.

**Attorneys' Fees** If any dispute between the parties to this Agreement arises out of the subject matter of this Agreement and should result in litigation, or if enforcement of any aspect of this Agreement becomes necessary the prevailing party in such dispute or enforcement will be entitled to recover from the non-prevailing party all fees, costs, and expenses of enforcing any right of such prevailing party under or with respect to this Agreement including without limitation, reasonable attorneys' fees and expenses which will included, without limitation, all fees, costs, and expenses of appeals.

All parties have signed duplicate copies of this agreement on the date signed.

Patient's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Patient's Address \_\_\_\_\_

Legal Representative's Name (if applicable) \_\_\_\_\_

Legal Representative's Address \_\_\_\_\_

\_\_\_\_\_  
Signature of Medicare beneficiary or Legal Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jomarie Zeleznik, MD, FACP

\_\_\_\_\_  
Date

### Acknowledgements

\_\_\_\_\_  
Initial I have received a copy of the Notices of Privacy Practices (HIPAA) Policy

Electronic messages by email and text is not a substitute for a real time dialogue and have potential for breach of privacy, present difficulty for validating the identity of the sender and may be affected by technical delays. I agree not to use email or text for urgent medical issues. I consent to use of email or text communications with Dr Zeleznik

\_\_\_\_\_  
Initial

Email address(es) authorized:

Comprehensive Geriatric Care, P.C. 3684 Broadway New York, NY 10031

comprehensivegeriatriccare.org

718 561 00415

## Medicare Opt-Out Acknowledgement

The Balanced Budget Act of 1997 (Section 1802(b) of the Social Security Act) allows physicians who have opted out of Medicare to enter into a private contract with Medicare beneficiaries and requires that a private contract be signed by you and me for each two year opt-out period. When signed by you or your legal representative this will be a private contract for the period 1/1/2018 until 1/1/2020.

The opt-out law requires that I inform you that I have not been excluded from Medicare under sections 1128, 1156 or 1892 of the Social Security Act. The law also requires that this contract is signed by the Medicare beneficiary or legal representative prior to the first service provided under the private contract and that at the time of signing the private contract, the patient is not facing an emergency or urgent healthcare situation.

You agree not to submit a claim to Medicare or ask the physician to submit a claim to Medicare. You understand that Medicare payment will not be made for any items or services furnished by the physician that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.

You enter into this contract with the knowledge that the beneficiary has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and the beneficiary is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other physicians and practitioners who have not opted out.

You accept full responsibility for payment of the physician's charge for all services furnished by the physician. You understand that Medicare limits do not apply to what the physician may charge for items or services furnished by the physician.

You understand that Medi-gap plans do not, and other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.

You acknowledge that you have read this in its entirety, and that you have had an opportunity to review the terms of this contract and to discuss them with me or anyone else of your choice. A copy of this contract will be provided to you after it has been signed by both of us.

Patient's Name

Date of Birth

Legal Representative's Name (if applicable)

Signature of Medicare beneficiary (legal representative)      Date

Jomarie Zeleznik, MD, FACP

Date

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718 561 0041