

Experience a more convenient, connected, and collaborative relationship with your personal physician.



## Membership Handbook



**Downtown**  
PRIVATE HEALTH

# Welcome

*We are pleased that you have chosen to become a “Member” of Downtown Private Health, LLC\* (the “Company”). By doing so, you will be introduced to a special, personalized approach to your healthcare that affords you enhanced access to and means of communicating with your chosen physician, Ora Pearlstein, MD, Regina Janicik, MD, or Claire Binsol, DO (your “Physician”), as well as a broad range of what we call value-added practice enhancements (“Enhancements”) provided by the Company.*

The items and services listed in this Membership Handbook (“Handbook”) are designed to improve your healthcare delivery experience by, among other things, providing you with ready, convenient, and enhanced connectivity to your Physician and by supporting your wellbeing.

**This Handbook is part of your Membership Agreement. Please read it carefully and let us know if you have any questions.**



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\*Downtown Private Health, LLC, the membership organization referenced in this Handbook, is sometimes also referred to as the Company. Downtown Private Health, LLC is acting on behalf of, and at the direction of your Physician and your Physician's medical practice, pursuant to a Business Associate Agreement (as defined in the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA")), to assist your Physician and his or her practice to inform you about, and to help make available, the Enhancements described in this Handbook.

\*\* This email address should be used only for inquiries regarding Membership and the Membership Enhancements listed in this Handbook. Contact your Physician directly with all medical questions.

## ENHANCEMENTS<sup>1</sup>

### A. HEALTHCARE DELIVERY EXPERIENCE

The Company will work with the Practice and your Physician to make available the following to enhance your healthcare delivery experience:

**1. Panel Limits.** A limited membership panel in order to enable your Physician to provide you with personalized care and attention to your individual needs. The Company will also arrange for your Physician to agree to be available to provide the Services described in this Handbook on the Schedule titled "Relationship Optimization and Support Services."

**2. Communications Access.** Telephone, cellular phone, facsimile and email services, for your Physician, coupled with information on how you can contact your Physician through those means (collectively, the "Communications Enhancements"). Your Physician has agreed to be generally available to communicate with you (or your authorized representatives) 24 hours a day, seven days a week through one or more of the Communications Enhancements, including to consult with healthcare providers attending to you out of state, overseas or otherwise outside of the Company's usual service area. Telephone and email communications will be responded to as quickly as reasonably feasible. In the event that your Physician is not available due to vacation or other reasons, alternative communication with another practitioner at the Practice or with another covering physician will be arranged. Additional charges may apply for international or unusual communication expenses.

**3. Same-day/Next-day Appointments.** Use of the Communications Enhancements to make appointments, including same-day (or, where appropriate, next business-day) appointments to see your Physician (or if your Physician is unavailable due to vacation or other reason, to see another covering physician or other healthcare provider), including appointments for non-urgent care, regardless of medical necessity.

**4. Extended Appointments.** Appointments with your Physician for routine visits of such length as will enable you to discuss your health-related concerns, regardless of medical necessity.

**5. Extended Patient Hours.** Office visits Monday through Friday during normal office hours. Under special

circumstances, if medically appropriate and mutually agreed, weekday evening appointments may be provided.

**6. Limited Wait Time.** Minimal waiting time for your Physician when you are scheduled for appointments, unless your Physician is attending to a medical urgency or emergency, or is delayed for other good reason.

**7. Comfortable Waiting Area.** Access to a comfortable reception area, which may include internet access and educational materials for the occasional brief wait for a member of your practice.

**8. Dedicated Office Personnel/Expedited Check-in and Check-out.** Availability of personnel at your Physician's office to provide you with dedicated administrative service, including expedited check-in and check-out, in order to minimize your waiting time whenever possible and to provide you with outstanding service.

**9. Personalized Member Services.** Availability of a dedicated Member Services representative to provide assistance addressing and coordinating the administrative aspects of Members' health needs, and to act as your advocate for all Member-related issues.

**10. Telemedicine Services Availability.** Opportunities for telemedicine or "virtual" visits in appropriate circumstances, and subject to any legal requirements related to delivery of telehealth services.

**11. Connectivity to Castle Connolly Top Doctors®.** Use of Member Services representatives to facilitate connectivity for you or your Physician to over 55,000 Castle Connolly Top Doctors® nationwide, upon request.

### B. SENS SOLUTION® WELLNESS PROGRAM

The SENS Solution® Wellness Program is a comprehensive and integrative approach to enhancing Members' wellbeing, focusing on four lifestyle pillars: Sleep, Exercise, Nutrition and Stress Management. As part of that Program, the Company has arranged to provide you with the following:

**12. SENS Solution® Health Assessment.** The opportunity to receive a personalized assessment of your overall wellness status and needs through the SENS Solution® Health Assessment. This Assessment takes a close look at the four lifestyle pillars by having you fill out an electronic self-assessment tool, the results of which are reviewed by a SENS Solution® Health Coach, and which can help your Physician and SENS Solution® Health Coach work together



to create and monitor a customized wellness plan. Note that this assessment is not a clinical assessment, and the assessment and plan are not intended to be, and should not be construed as, a Welcome to Medicare exam or an annual covered wellness visit, exam or clinical service.

**13. SENS Solution® Health Coaching Program.** Access to a SENS Solution® Health Coach, who, utilizing the SENS Solution® Risk Assessment, will provide you with customized support and education to help you identify and resolve potential barriers to a healthier lifestyle. If you participate in the SENS Solution® Health Coaching Program, your SENS Solution® Health Coach will consult with your Physician and help you achieve your wellness goals, one step at a time. By signing the Membership Agreement, you acknowledge and agree that your SENS Solution® Health Coach may have access to your treatment information and medical records from your Physician in order to provide care management services and administer the SENS Solution® Wellness Program.

**14. Digital Health and Wellness Tips.** Tips and information to promote and facilitate wellness and a healthy lifestyle.

**15. Member Events.** Company-sponsored, and/or information about, wellness-related events in your community.

**16. Access to Discounts.** Discounts and special offers for wellness, healthy living and related services.

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<sup>1</sup> The Membership Fee pays only for the Enhancements listed in this Handbook. The Membership Fee does not cover or pay for any Relationship Optimization and Support Services (as that term is defined below in the Handbook) or professional services provided by your Physician or your Physician's Practice. All Relationship Optimization and Support Services and professional services are provided and billed for by your Physician and your Physician's Practice.

## RELATIONSHIP OPTIMIZATION AND SUPPORT SERVICES<sup>1</sup>

Your Physician has agreed to be available to provide or assist in the following:

**1. Panel Limits.** Your Physician will limit the size of their membership panel, and will provide the Services described on this Schedule ("Relationship Optimization and Support Services").

**2. 24/7 Availability.** Your Physician generally will be available to communicate with you (or your authorized representatives) 24 hours a day, seven days a week, through one or more of the Communications Enhancements, unless your Physician is unavailable due to vacation or other reason, in which case communication with another practitioner at the Practice or covering physician will be arranged. Additional charges may apply for international or unusual communication expenses.

**3. Same-day/Next-day Appointments.** You will be able to make same-day (or, where appropriate, next business-day) appointments to see your Physician (or if your Physician is unavailable due to vacation or other reason, to see a covering physician or other healthcare provider), including appointments for non-urgent care, regardless of medical necessity.

**4. Extended Patient Appointments.** Appointments with your Physician will be of such length as are reasonably necessary to review and discuss your medical concerns, regardless of medical necessity.

**5. Extended Patient Hours.** Your Physician will be available for office visits during normal office hours. Under special circumstances, if medically appropriate and mutually agreed, weekday evening appointments may be provided.

**6. Limited Wait Time.** Your Physician will use his/her best efforts to be available to you at the time of your scheduled appointments, with minimal waiting time, unless your Physician is attending to a medical urgency or emergency, or is delayed for other good reason.

**7. SENS Solution® Wellness Plan.** Upon your request, and with the benefit of your SENS Solution® Health Assessment, if applicable, your Physician will collaborate with your SENS Solution® Health Coach to provide you with a personalized wellness plan to be reviewed and updated at your annual visits and will consult with your SENS Solution® Health Coach regarding the health coaching support that would facilitate

implementation of your wellness plan. The SENS Solution® Health Assessment is not a clinical assessment, and the assessment and wellness plan are not intended to be, or construed as, a Welcome to Medicare exam or an annual covered wellness visit, exam or clinical service. The preparation of the wellness plan is at no additional cost to you.

**8. Connectivity to Castle Connolly Top Doctors®.** Your Physician will have the ability to, when appropriate, consult with and provide referrals to Castle Connolly Top Doctors® nationwide, in connection with your care. Castle Connolly Medical Ltd. is a research organization known for its America's Top Doctors® series and its program identifying and listing over 60,000 Castle Connolly Top Doctors® nationwide.

**9. Care Navigation.** Your Physician, working with other practitioners, will, to the extent reasonably feasible, be involved in coordinating and helping to manage your medical care outside your Physician's office, including in the hospital, skilled nursing, rehabilitation and/or home setting. Your Physician will also conduct a pre-visit communication with those specialists to whom you are referred, conduct appropriate follow-up with respect to your specialist visits and review the specialists' recommendations with you by phone, email or in-office discussion, upon your request.

**10. Prescription Facilitation.** Your Physician will fill your prescription refill requests by phone, fax, or email and will ensure that refill requests received during normal business hours and approved will be transmitted to your pharmacy on the same day.

**11. Test Result Communications.** Your Physician or Practice professional staff will communicate directly with you about your test results in a timely manner. Your Physician and Practice staff will take the extra step to let you know they care.

**12. Travel Medical Services.** On request, your Physician will provide you with travel medical advice, either themselves or by referral to a travel or infectious disease specialist, and will provide those recommended vaccinations he/she is licensed to provide. If you request, your Physician will also arrange for medivac services in appropriate situations. You will be required to pay the cost of any vaccines or medivac services.

**13. Virtual Visit/Telemedicine Services.** Your Physician or other Practice practitioners will provide you virtual visits via telemedicine access, if requested, to the extent that such visits are considered clinically appropriate and practicable, taking into consideration the technology available through the Practice, and any applicable legal requirements related to delivery of telehealth services.

<sup>1</sup> All Relationship Optimization and Support Services are provided and billed for by your Physician or your Physician's Practice, not by the Company. The Membership Fee does not cover or pay for any Relationship Optimization and Support Services or professional services provided by your Physician or your Physician's Practice.

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## ADDITIONAL TERMS

**1. Additional Charges.** Certain Enhancements may carry additional charges as set forth in this Handbook. If you elect to use an Enhancement that carries an additional charge, you agree to pay the additional charge.

**2. Email Communications and Text Messaging.**

- a. You authorize the Company, the Practice and your Physician to communicate with you by email regarding your “protected health information” (“PHI”) (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations) (“HIPAA”) and other matters using the email address you provide in the Membership Agreement.
- b. In so agreeing, you acknowledge that:
  - i. Email is not a secure medium for sending or receiving PHI and, accordingly, your emails may be read or otherwise accessed by a third party in transit. In particular, if you send or receive email through your employer’s email system, your employer may have the right to review it;
  - ii. Although the Company, the Practice and your Physician will make reasonable efforts to keep email communications confidential and secure, neither the Company, nor the Practice, nor your Physician can ensure or guaranty the confidentiality of email communications;
  - iii. In the discretion of the Practice and/or your Physician, email communications may be made a part of your permanent medical record; and
  - iv. Email is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information.
- c. Accordingly, you also agree that:
  - i. You will not use email to communicate regarding emergencies or other time-sensitive issues, or to communicate regarding other sensitive information, but rather will communicate such information through one of the other communication means specified in this Handbook;
  - ii. If you do not receive a response to your email message within two (2) days, you will use another means of communication to contact the Practice or your Physician;
  - iii. Except where otherwise required by law, neither the Company, the Practice, nor your Physician shall be liable to you for any loss, cost, injury or expense caused by, or resulting from: (a) a delay in responding to you as a result of technical failures, including, but not limited to, technical failures attributable to any

internet service provider, power outages, failure of any electronic messaging software, failure to properly address email messages, failure of the Company’s computers or computer network or faulty telephone or cable data transmission; (b) any interception of email communications by a third party; or (c) your failure to comply with the guidelines regarding use of email communications set forth in this Section; and

- iv. The Practice may but is not obligated to keep copies of email messages that you send to your Physician, or your Physician sends to you, and your Physician may include such messages in your medical record.

d. By signing this Membership Agreement, and providing a telephone number to the Company, you agree that a representative of the Company can contact you at the number you provide, potentially using automated technology (including texts/SMS messaging) or a pre-recorded message.

**3. Notices.** Except as provided in Section 2 of these Additional Terms, any communication required or permitted to be sent under this Agreement shall be in writing and sent via email, facsimile, recognized overnight courier or certified mail, return receipt requested (a) to the Company at the address as set forth on its website, <https://ccphp.net>, Attention: Company Administrator, and (b) to you at the address or email address set forth on the signature page of the Membership Agreement. Either party may change its address by notifying the other party in accordance with this paragraph.

**4. Governing Law.** The Membership Agreement shall be governed by and construed in accordance with the laws of the State of New York, notwithstanding the principles of conflicts of laws.

**5. Waiver.** The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to that term or any other term of this Agreement.

**6. Severability.** If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

**7. Counterpart as an Original.** This Agreement may be executed in more than one counterpart, and each executed counterpart shall be considered as the original.

**8. Rights Unaffected.** No amendment, supplement or termination of this Agreement shall affect or impair any rights or obligations which shall have theretofore matured hereunder.

**9. Interpretation of Syntax.** All references made and pronouns used herein shall be construed in the singular or plural, and in such gender, as the sense and circumstances require.

**10. Successors.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns, heirs, executors and administrators.

**11. No Assignment.** You may not assign your rights, duties and obligations under this Agreement without the prior written consent of the Company, whose consent may be withheld for any reason. Any attempt to assign said rights, duties and obligations without the prior written consent of the Company shall be null and void and of no force or effect.

**12. Entire Agreement; Amendment.** The parties certify that the Membership Agreement, which includes the terms of this Handbook, contains the entire agreement of the parties regarding the subject matter of this Agreement and supersedes any currently existing agreement between the parties regarding said subject matter. This Agreement may not be changed orally, and may be amended only by an agreement in writing signed by the parties; except that the Company may amend the Membership Fee as of the start of any Renewal Year by giving you at least thirty (30) days' advance written notice, and may amend the Enhancements upon thirty (30) days' advance written notice at any time. Any amendment to the Enhancements shall be reflected in an amended Handbook, and any modified or additional Enhancements will be subject to such terms and conditions as are specified in the amended Handbook.





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