

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



Michael Siegal, MD, PhD<sup>\*</sup>



Castle Connolly  
PRIVATE HEALTH PARTNERS, LLC

# Welcome

*We are pleased that you have chosen to become a member of: Siegal CCPHP, LLC.\* As a member, you will be introduced to a special, personalized approach to your healthcare and a broad range of value added enhancements.*

The items and services listed in this handbook are referred to as amenities and enhancements, because they are designed to enhance your healthcare delivery experience by, among other things, providing you with ready, convenient, and enhanced connectivity to your physician. You will also be provided with access to information and resources that will assist you in navigating the health care landscape efficiently and with increased understanding.

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

\* Siegal CCPHP, LLC, the membership organization referred to in this handbook, is sometimes also referred to as "Siegal Castle Connolly Private Health Partners" as shown on the logo below

**Michael Siegal, MD, PhD**<sup>\*</sup>



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## AMENITIES & ENHANCEMENTS

The Membership Fees you pay to us, Siegal CCPHP, are solely for the amenities and enhancements that are described below, which are all furnished or arranged to be furnished by Siegal CCPHP. Siegal CCPHP, is not a medical practice or a provider of medical services, and the Membership Fees do not cover or pay for Professional Services. All Professional Services are provided by your Physician or his Practice.

**1. Panel Limits.** The Company will arrange for your Physician to agree to limit the size of his membership panel to provide personalized care and attention to individual patient needs. The Company will also arrange for your Physician to agree to be available to agree to provide the Professional Services described on Schedule 2.

**2. Communications Access.** The Company will arrange with your Physician to have telephone, cellular phone, facsimile, and e-mail service, and will provide you with information on how to contact your Physician through those means (collectively, the "Communications Enhancements"). The Company will arrange for your Physician generally to be available to communicate with you (or your authorized representatives) through one or more of the Communications Enhancements, including to consult with health care 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.** The Company will arrange for you to be able to use the Communications Enhancements 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 another covering physician or other health care provider), including appointments for non-urgent care, regardless of medical necessity.

**4. Extended Patient Appointments.** The Company will arrange for you to be able to have 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.** The Company will arrange for your Physician to agree to be available, upon reasonable request, for office during normal office hours. Under special circumstances, weekday evening appointments may be provided on occasion if medically appropriate and mutually agreed.

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

**7. Office Services.** The Company will arrange to provide you with access to a comfortable reception area with internet access and educational materials for the occasional brief wait for your Physician.

**8. Dedicated Office Personnel/Expedited Check-in and Check-out.** The Company will arrange for staff to be available at your Physician's office to provide you with personalized administrative service, including expedited check-in and check-out. The Company's goal is to minimize your waiting time whenever possible and to provide you with outstanding service.

**9. Personal Administrative Assistant.** The Company will arrange to provide a personal administrative assistant dedicated to addressing and coordinating the administrative aspects of Members' health needs, including assisting you with referrals and scheduling appointments.

**10. Walk-In Services.** The Company will arrange for your Physician or other practitioners at the Practice to agree to be available to provide Members with walk-in blood pressure and other vital sign screenings without appointment during normal office hours.

**11. Telemedicine Services Availability.** The Company will assist the Practice to make available to you opportunities for telemedicine or "virtual" visits in appropriate circumstances.

**12. Medical Staff Privileges.** The Company will arrange to have your Physician agree to maintain medical staff privileges at Mount Sinai West, St. Luke's and Lenox Hill

Hospitals, and to have your Physician agree to facilitate your medical care at that hospital, or such other institution you choose for your medical needs.

**13. Physical Fitness Services.** Upon your request, the Company will arrange for you to have a physical fitness consultation with an exercise specialist. A personalized exercise plan will be recommended based on your underlying health, level of fitness, and personal goals. The cost of consultations and/or training sessions will be your responsibility.

**14. Nutrition Services.** In addition to any nutritional consultation available under your health insurance plan, upon your request, the Company will arrange for you to have a consultation with a qualified community-based nutritionist, regardless of medical necessity. The cost of consultations will be your responsibility to the extent that the visits are not covered by your health insurance plan.

**15. “SENS Solution” Health Assessment.** The Company has arranged to offer you a personalized assessment of your overall wellness status and needs through a program that we refer to as “SENS Solution.” The SENS program focuses on four lifestyle pillars: Sleep, Exercise, Nutrition, and Stress Management. The SENS assessment takes a close look at the four pillars by having you fill out an electronic self-assessment tool, the results of which are reviewed by a SENS Health Coach, and which can help your Physician and Health Coach work together to create and monitor a wellness plan that’s customized for you. Note that this assessment is not a clinical assessment, and the assessment and plan are not intended to be, or construed as, a Welcome to Medicare exam or an annual covered wellness visit or test, or clinical service.

**16. SENS Solution Health Coaching Program.** The Company has arranged to offer you access to a SENS Health Coach, who, utilizing the SENS 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 program, your SENS Health Coach will consult with your Physician and help you achieve your wellness goals, one step at a time.

**17. Travel Medical Services.** The Company will arrange for your Physician to provide, upon request, travel medical advice relating to immunization requirements and other

travel issues, and for the Practice to assist you, on request, to arrange for MediVac services if needed. You will be required to pay the cost of any vaccines and MediVac services.

**18. Digital Health and Wellness Tips.** The Company will provide tips and information to promote and facilitate wellness and a healthy lifestyle.

**19. Member Events.** Upon your request, from time to time, the Company will sponsor and/or inform you about wellness-related events in your community.

**20. Access to Discounts.** The Company will arrange for you to receive discounts for wellness, healthy living and related services.

## PROFESSIONAL SERVICES

All Professional Services are provided by the Practice, not by Siegal CCPHP.

Membership Fees do not cover or pay for any Professional Services provided by the Practice.

The Practice has arranged for your Physician to provide you with the following services:

**1. Panel Limits.** Your Physician will limit the size of his membership panel and will provide the Professional Services described on this Schedule 2.

**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 reasons, 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 health care 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.

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

**6. Wait Time.** Your Physician will use his 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. Executive-Style Annual Physical.** Your Physician will provide you with an annual executive-style physical examination, to include the taking of a detailed personal, medical and family history, a detailed physical examination, and appropriate testing focusing on early detection and prevention of disease. The Practice will bill you separately for, and will collect from you or your health plan (if applicable), for all Professional Services.

**8. SENS Solution Wellness Plan.** Upon your request, and with the benefit of your SENS assessment, if applicable, your Physician will provide you with a personalized wellness plan, to be reviewed and updated at your annual visits and will consult with your health coach regarding the health coaching support that would facilitate implementation of your wellness plan. The SENS 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 or test. The preparation of the wellness plan is at no additional cost to you; but you may be financially responsible for certain services outlined in your wellness plan, to the extent additional charges for those services apply.

**9. Mental Health Screening.** Upon request, your Physician will perform a preliminary mental health screening examination and, if appropriate, make referrals to qualified mental health service providers in your community.

**10. Referrals.** Your Physician will provide you with appropriate clinical referrals to high quality services and specialists which/who are appropriate to your personal and clinical care needs.

**11. Connectivity to Top Doctors.** Your Physician will, when appropriate, consult with Castle Connolly Medical Ltd. ("CCML") "Top Doctors," in connection with your care. CCML is a research organization, known for its America's Top Doctors® series, and its program identifying and listing 50,000+ Top Doctors across the country and around the world.

**12. 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.

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

**14. Test Result Communications.** Your Physician or Practice professional staff will communicate directly with you about your test results in a timely manner.

**15. Travel Medical Services.** On request, your Physician will provide you with travel medical advice, either himself or by referral to a travel or infectious disease specialist, and will provide those recommended vaccinations he 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.

**16. Walk-In Services.** Your Physician or other practitioner at the Practice will provide you walk-in blood pressure and other vital sign screenings without appointment during normal office hours.

**17. Virtual Visit/Telemedicine Services.** Your Physician or other practitioner at the Practice 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.

## ADDITIONAL MEMBERSHIP TERMS

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

**2. E-mail Communications.**

a. You authorize the Company, the Practice and your Physician to communicate with you by e-mail regarding your “protected health information” (“PHI”) (as that term is defined in the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 and its implementing regulations) using your e-mail address shown on Schedule 3 to this Agreement.

b. In so agreeing, you acknowledge that:

- i. E-mail is not a secure medium for sending or receiving PHI and, in particular, if you send or receive e-mail through your employer’s e-mail 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 e-mail communications confidential and secure, neither the Company, nor the Practice, nor your Physician can assure or guaranty the confidentiality of e-mail communications;
- iii. In the discretion of the Practice and/or your Physician, e-mail communications may be made a part of your permanent medical record; and
- iv. E-mail 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 e-mail 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 on Schedule 1;
- ii. If you do not receive a response to your e-mail message within two (2) days, you will use another means of communication to contact the Practice or your Physician;
- iii. 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 e-mail messages, failure of the Company’s computers or computer network, or faulty telephone or cable data transmission; (b) any interception of e-mail communications by a third party; or (c) your failure to comply with the guidelines regarding use of e-mail communications set forth in this Section; and

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

**3. Notices.** Except as provided in Section 3 of these Additional Terms, any communication required or permitted to be sent under this Agreement shall be in writing and sent via facsimile, via recognized overnight courier, or via 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 set forth in this Agreement. Either party may change its address by notifying the other party in accordance with this paragraph.

**4. Governing Law.** This 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. Further Actions.** Each of the parties agrees that it shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof.

**12. 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.

**13. Entire Agreement; Amendment.** The parties certify that this Agreement, including its schedules and exhibits, contains the entire agreement of the parties and supersedes any currently existing agreement between the parties regarding the subject matter of this Agreement. This Agreement may not be changed orally, and may only be amended by an agreement in writing signed by the parties; except that amendments to the Membership Fee may be made as set forth in Section 4 of the main body of this Agreement, and the Enhancements may be amended as set forth in Section 5 of the main body of this Agreement.

**14. Survival.** The covenants contained herein that contemplate performance after termination or expiration of this Agreement shall survive any termination or expiration of this Agreement.



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