

24/7 connectivity · appointments at your convenience · improved health



GARY GOLDMAN, M.D.
Castle Connolly Private Health Partners

Welcome

We are pleased that you have chosen to become a member of Goldman-CCPHP. As a member, you will experience an innovative approach to OB-GYN care 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 health care 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 achieving better health.

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.



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Goldman-CCPHP, the membership organization referred to in this brochure, is sometimes also referred to as Gary Goldman MD Castle Connolly Private Health Partners as shown on the logo below.

AMENITIES & ENHANCEMENTS

The Membership Fees you pay to us, Goldman-CCPHP, are solely for the amenities and enhancements that are described below, which are all furnished or arranged to be furnished by Goldman-CCPHP. Goldman-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/her Practice.

1. Panel Limits. Your Physician has agreed to limit the size of his/her membership panel in order to provide personalized care and attention to individual patient needs.

2. Communications Access. We will provide your Physician with telephone, cellular phone, facsimile, and e-mail service, and will provide you with detailed instructions on how to contact your Physician through those means (collectively known as the "Communication Enhancements").

3. Same Day/Next Day Appointments. We will arrange for you to be able to use the Communication 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) regardless of medical necessity.

4. Extended Patient Appointments. We will arrange for you to be able to make appointments with your Physician for routine visits 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, weekday evening appointments may be provided on occasion, if medically appropriate and mutually agreed.

6. Wait Time. Your Physician has agreed to use his/her 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. We 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. Our staff will be available at your Physician's office to provide you with personalized administrative service, including expedited check-in and check-out. Our goal is to eliminate your waiting time whenever possible and to provide you with outstanding service.

9. Personal Administrative Assistant. We will provide a personal administrative assistant dedicated to addressing and coordinating the administrative aspects of members' health needs. This includes assisting you with scheduling referrals, appointments, tests, and insurance claim support, and working with your Physician to expedite the communication of test results to you.

10. Walk-in Services. We will arrange for your Physician or other practitioners at the practice to be available to provide walk-in blood pressure and other vital signs screenings without appointment during normal office hours.

11. Telemedicine Services Availability. Your Physician has agreed to make available to you opportunities for telemedicine or "virtual" visits in appropriate circumstances.

12. Medical Staff Privileges. Your Physician has agreed to maintain medical staff privileges at New York Presbyterian Hospital – Weill Cornell Medical Center and to facilitate your medical care at this, or at another institution you choose for your medical needs.

13. Physical Fitness Services. Upon your request, we will arrange for you to have an annual physical fitness visit and 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 an annual personal nutrition consultation with a qualified community based nutritionist, and, also upon your request, for ongoing nutritional consultations with the nutritionist throughout the year, regardless of medical necessity. Results of the annual nutrition consultation will be communicated to you and, based on such results, a personalized nutrition plan will be developed for you. *The cost of any nutritional consultations beyond the annual consultation will be your responsibility to the extent that the visits are not covered by your health insurance plan.*

15. Health Living Assessment. Upon your request, in addition or instead of the physical fitness and nutrition services referenced above, and in addition to any such assessment available under your health insurance plan, we will seek to arrange for you to have an annual healthy living assessment, taking a holistic approach to your nutritional and physical fitness needs. In order to optimize your overall health, this assessment is designed to help you prioritize what is important, address the areas that need attention, and develop a plan for healthy living. *The costs of consultations beyond the annual health living assessment will be your responsibility, to the extent that it is not covered by your health insurance plan.*

16. Health Coaching Curriculum. We will provide you with access to a multi-faceted health and wellness coaching curriculum, which will include information, instruction and assistance on topics such as nutrition, exercise, smoking cessation, wellness, and diabetes education.

17. Arrangement for Transportation for Testing and Consultation. Where appropriate, we will assist you to make transportation arrangements for medical testing, evaluations and consultations. *You will be responsible for transportation fees.*

18. Travel Medical Services. We will arrange for your physician to provide, on 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 for the cost of any vaccines and MediVac services.*

19. Information Regarding Alternative and Holistic Care. On your request, we will provide, or arrange with the practice to provide you with information regarding alternative medical services currently available in the community, including acupuncture and mind-body programs and holistic health programs.

20. “Your Health” Tips. We will e-mail you monthly “your health” wellness tips to promote and facilitate wellness and a healthy lifestyle.

21. “Eat Right” Member Events and Healthy Shopping. We will sponsor and/or inform you about “Eat Right” member events in your community and will provide you with “healthy shopping” recommendations.

22. Access to Discounts. We will arrange for you to receive discounts for wellness, healthy living, and related services.

23. 24/7 Availability. The Practice has agreed to arrange for your Physician generally to be available to communicate with you (or your authorized representative) 24 hours a day, seven days a week through one or more of the Communications Enhancements. “24/7 Availability” shall include availability by your Physician 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 your Physician is not available due to vacation or other reasons, alternative communication with another practitioner in the Practice or other covering physician or health care provider will be arranged. *Additional charges may apply for international or unusual communication expenses.*

PROFESSIONAL SERVICES

All Professional Services are provided by the Practice, not by Goldman-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 has agreed to limit the size of his/her membership panel in order to provide personalized care and attention to individual patient needs.

2. 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 another health care provider) regardless of medical necessity.

3. 24/7 Availability. Except as otherwise provided in the Membership Agreement, 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 Communication

Enhancements, unless your Physician is unavailable due to vacation or other reasons. In this case, communication with another practitioner in the Practice or a covering physician will be arranged. *Additional charges may apply for international or unusual communication expenses.*

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 has agreed to be available, upon reasonable request, for office visits during regular office hours (Monday-Friday 9:30-4:30). Under special circumstances, earlier morning, later evening, or weekend appointments may also be provided on occasion when medically appropriate and mutually agreed.

6. Wait Time. Your Physician will use his/her best efforts to be available to you at the time of your scheduled appointments, with no waiting time, unless your Physician is attending to a medical urgency or emergency, or is delayed for another good reason.

7. Executive-style Annual Physical. Your Physician will provide you with an annual executive-style physical examination, in include the taking of a detailed personal, medical and family history, a details physician examination, and appropriate testing focusing on early detection and prevention of disease.

8. Wellness Plan. Your Physician will provide you with a personalized wellness plan, to be updated at your annual visits, focusing on appropriate screening and early detection of medical problems leading to early diagnosis and treatment. The preparation of the wellness plan is at no additional cost to you; but you will be financially responsible for those services outline in your wellness plan.

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 clinical referrals to high quality services and specialists that are appropriate to your personal and clinical care needs.

11. Referrals to Top Doctors. Your Physician will consult with and offer referrals to Castle Connolly "Top Doctors," in connection with your care, as appropriate.

12. Care Coordination. Your Physician, working with other practitioners, will, to the extent that is reasonably feasible, be directly involved in coordinating and helping to manage your medical care outside your Physician's office. This includes 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, e-mail, or in the office, whichever is your preference.

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 member, will communicate directly with you about your test results in a timely manner.

15. Travel Medical Services. We will arrange for your physician to provide, on 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 for the cost of any vaccines and MediVac services.*

16. Walk-in Services. We will arrange for your Physician or other practitioners at the practice to be available to provide walk-in blood pressure and other vital signs screenings without appointment during normal office hours.

17. Virtual Visit/Telemedicine Services. Your Physician or another practitioner in the Practice, will provide you with 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. Family Coverage/Dependents. You may elect family or dependent coverage under the Membership Agreement (the "Agreement") as specified in the Membership Fees & Payment Plan section of the Agreement. If you elect family or dependent coverage, then the term "you" in the Agreement refers to both you and your designated family members and/or dependents.

2. Additional Charges. Certain Enhancements may carry additional charges as set forth in this Membership Handbook. If you elect to use an Enhancement that carries an additional charge, you agree to pay the additional charge promptly upon invoicing. You will be notified of the cost in advance of receiving the services which carry additional charges.

3. E-mail Communications

a. You authorize Goldman-CCPHP (the "Company") and other providers in the practice to communicate with you by e-mail regarding your "protected health information" (PHI), which is a term defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and its implementing regulations, using your e-mail address shown in the Membership 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 in the Amenities and Enhancements section of this Membership Handbook.

- 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, 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. Your Physician may include such messages in your medical record.

4. Notices. Except as otherwise provided in the Membership Agreement, 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 42 West 24th Street, 2nd floor, New York, NY 10010, Attention: Membership Administrator, and (b) to you at the address set forth in the Membership Fees and Payment Plan form in the Membership Agreement. Either party may change its address by notifying the other party in accordance with this paragraph.

5. Change of Law. If there is a change of any law, regulation, rule or third party payor policy which affects this Agreement or the activities of either party under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good

faith that the change will have a substantial adverse effect on that party's rights or obligations under this Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of this Agreement within the earlier of thirty (30) days after the date of the notice seeking renegotiation or the effective date of the change, or if the change is effective immediately, then either party may immediately terminate this Agreement by written notice to the other party.

6. Governing Law. The 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.

7. Waiver. The failure of a party to insist upon strict adherence to any term of the 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 the Agreement.

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

9. Counterpart as an Original. The Agreement may be executed in more than one counterpart and each executed counterpart shall be considered as the original.

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

11. 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.

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

13. 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 the Agreement and as are not inconsistent with the terms hereof.

14. No Assignment. The rights, duties, and obligations under the Agreement, may not be assigned by either party without the prior written consent of the other party, whose consent may be withheld for any reason. Any attempt to assign said rights, duties, and obligations without the prior written consent of the other party, shall be null and void and of no force or effect.

15. Entire Agreement; Amendment. The parties certify that the Agreement, including the main body of the Membership Agreement and this Membership Handbook, and its additions and exhibits, contains the entire agreement of the parties and supersedes any currently existing agreement between the parties regarding the subject matter of the Agreement. The 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 five of the Membership Agreement and the Enhancements may be amended as set forth in section six of the Membership Agreement.

16. 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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