

PATIENT CARE AGREEMENT

This is an agreement entered into on _____, 20____, by and between Esti Grossberger, NP In Family Health, PLLC (DBA Silver Lining Care), located at 55 Old Turnpike Road, Suite 405, Nanuet, NY 10954 (Esti Grossberger, NP In Family Health, PLLC) and _____ (Patient).

Background

The Provider, who specialize in family practice, deliver care on behalf of Esti Grossberger, NP In Family Health, PLLC, at the address set forth above. In exchange for certain fees paid by You, Esti Grossberger, NP In Family Health, PLLC, through it's providers, agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

Definitions and Terms

- 1. Patient.** A patient is defined as those persons for whom the provider shall provide Services, who are signatories to, or listed on the documents attached as Appendix 1, and incorporated by reference, to this agreement.
- 2. Provider.** A person licensed, certified or otherwise authorized or permitted by law of this state, New York, to administer health care in the ordinary course of business or practice of a profession and included a health care facility. In this case a Certified Family Nurse Practitioner.
- 3. Services.** As used in this Agreement, the term Services, shall mean a package of services, both medical and non-medical, and certain amenities (collectively "Services"), which are offered by Esti Grossberger, NP In Family Health, PLLC, and set forth in Appendix 1.
- 4. Monthly Flat Fee Option:** Predetermined flat monthly fee (subject to change) that gives the patient unlimited patient visits (provider reserves right to limit appointment if deemed necessary), discounted services at Esti Grossberger, NP In Family Health, PLLC and discounted lab work through contracted labs. Does not cover services outside of Esti Grossberger, NP In Family Health, PLLC and is not an insurance policy or HMO.
- 5. Terms.** The agreement shall commence on the date when agreement is signed by the parties below, and will be automatically renewed.
- 6. Fees.** In exchange for the services, described herein, Patient agrees to pay Esti Grossberger, NP In Family Health, PLLC, the amount as set forth in Appendix 1, attached. The fee is payable upon execution of the Agreement, and is in payment for the services provided to the Patient during the term of this Agreement. Fees will be collected on the same day each month that the original payment was made, to be determined by Esti Grossberger, NP In Family Health, PLLC. If the patient cancels the monthly flat fee payment option and wishes to sign up again, there will be a \$50 fee for each patient rejoining. By signing this contract, the patient agrees to pay a registration fee of \$50 to reactive flat monthly fee payment option. _____ initial

7. Insurance or Other Medical Coverage. Patient acknowledges and understands that this Agreement is not an insurance plan, and is not a substitute for health insurance or other health plan coverage (such as membership in an HMO). It will not cover hospital services, or any services not personally provided by Esti Grossberger, NP In Family Health, PLLC or its providers. Patient acknowledges that Esti Grossberger, NP In Family Health, PLLC has advised that patient obtain and keep in full force such health insurance policy(ies) or plans that will cover Patient for general healthcare costs. Patient acknowledges that this Agreement is not a contract that provides health insurance, and this Agreement is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry. _____ initial

8. Term; Termination. This Agreement will commence on that date first written above and will extend monthly thereafter. Notwithstanding the above, both Patient and Esti Grossberger, NP In Family Health, PLLC shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination, upon giving 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 upon the payment of the monthly fee on the same day each month that the original payment was made. If termination is completed and the patient wishes to sign up again for a monthly flat fee option, the patient agrees to pay a \$ 50 registration fee per Patient. _____ initial

9. Communications. You acknowledge that communication with the providers using email, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. As such, you expressly waive the provider's obligation to guarantee confidentiality with respect to correspondence using such means of communications. You acknowledge that all such communications may become a part of your medical records. By providing Patient's email address within the signature block of this Agreement, Patient authorizes Esti Grossberger, NP In Family Health, PLLC and its providers and staff to communication with the Patient by email regarding patient's "protected health information" (PIH) (as the term is defined in the Health Insurance Portability and Accountability Act: HIPPA of 1996 and it's implementing regulations) by inserting Patient's email address in Exhibit 1, Patient acknowledges that:

- a. Email is not necessarily a secure medium for sending or receiving PHI and, there is always a possibility that a third party may gain access;
- b. Although the Providers and Staff will make all reasonable efforts to keep email communications confidential and secure, neither Esti Grossberger, NP In Family Health, PLLC or Staff can assure or guarantee the absolute confidentiality of email communications.
- c. At the discretion of the Providers, email communication may be made a part of the Patient's permanent medical record; and
- d. Patient understands and agrees that email is not an appropriate means of communications regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information. **In the event of an emergency, or a situation that the Patient could reasonably expect to develop into an emergency, the Patient shall call 911 or the nearest Emergency room, and follow the directions of the emergency personnel.** _____ initial

If Patient does not receive a response to an email message within one day, Patient agrees to use another means of communication to contact the provider. Neither Esti Grossberger, NP In Family Health, PLLC nor the providers/staff will be liable to Patient for any loss, cost, injury, or expenses caused by, or resulting from delay in responding to Patient as a result of technical failures, including, but not limited to (i) technical failures attributable to any internet service provider, (ii) power outages, failure or any electronic messaging software, or failure to properly address email messages, (iii) failure of the Patient's computers or computer network, or faulty telephone or cable transmission, (iv) any interceptions of email communications by a third party, (v) your failure to comply with the guidelines regarding use of email communications set forth in this paragraph.

10. Change of Law. If there is a change of any law, regulation or rule, federal, state, or local, which affects this Agreement including these Terms and Conditions, which are incorporated by reference in the Agreement, or the activities of either party under the 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 substantial adverse effect on the party's rights, obligations or operations associated with the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the agreement concerning the modifications of the Agreement within forty-five 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.

11. Severability. If for any reason any provision of this Agreement shall be deemed, by court of competent jurisdiction, to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the Agreement shall not be affected, and the provision shall be deemed modified to the minimum extent, necessary to make that provision consistent with applicable law and in its modified form, and the provision shall then be enforceable.

12. Reimbursement for services rendered. If the Agreement is held to be invalid for any reason, and if Esti Grossberger, NP In Family Health, PLLC is therefore required to refund all or any portion of the monthly fees paid by the Patient, Patient agrees to pay Esti Grossberger, NP In Family Health, PLLC an amount equal to the reasonable value of Services actually rendered to Patient during the period of time for which the refunded fees were paid.

13. Amendment. No amendment of the Agreement shall be binding on a party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, the providers may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation ("applicable Law") by sending You 30 days advance written notice of any 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 Esti Grossberger, NP In Family Health, PLLC, except that patient shall initial any such change at Esti Grossberger, NP In Family Health, PLLC request. Moreover, if Applicable Law requires this agreement to contain provisions that are not expressly set forth in this Agreement, then to the extent necessary, 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.

14. Assignment. The Agreement and any rights Patient and have under it, may not be assigned or transferred by Patient.

15. Legal Significance. Patient acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Patient also acknowledges having had a reasonable time to seek legal advice regarding the Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of the Agreement. Patient agrees to pay attorney fees for Esti Grossberger, NP In Family Health, PLLC in the event that a Patient sues Esti Grossberger, NP In Family Health, PLLC and the court rules in the favor of Esti Grossberger, NP In Family Health, PLLC. _____ initial

16. Miscellaneous. The Agreement shall be constructed without regard to any presumptions or rules regarding construction against the party causing the instruments to be drafted. Captions in this Agreement are used for convenience only and shall not limit, broaden, or qualify the text.

17. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understanding and agreements regarding the subject matter of the Agreement.

18. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Maine and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Esti Grossberger, NP In Family Health, PLLC address in New York.

The parties have signed duplicate counterparts of the Agreement on the date first written above.
Esti Grossberger, NP In Family Health, PLLC

By _____
Esti Grossberger, Owner of Esti Grossberger, NP In Family Health, PLLC

Patient Printed Name: _____

Patient Signature: _____

Patient email address: _____

Date: _____