D.C. MEDICAL CARE LLC

Dana Cernea, M.D.

D.C. SELECT CARE SERVICES Handbook

Professional Services

The governing principle of *D.C. SELECT CARE SERVICES* is to offer a superior class of healthcare delivery experience by responding to the patients' needs and assuring the most efficient coordination of care in case of illness. Dr. Cernea's education (Stamford University School of Medicine, residency Mount Sinai Hospital/ New York City), vast clinical experience and diagnostic abilities will be available to you preferentially and committed to addressing your medical needs.

- **1. 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, unless your Physician is unavailable due to vacation or other reason. Coverage will then be provided by another health professional. Upon receipt of a signed agreement the Patient will be provided with Dr. Cernea's cell phone number for calls and texts and a dedicated personal e-mail.
- **2.** Care Navigation. Your Physician, working with other practitioners, will be involved in coordinating and helping to manage your medical care, including in the hospital, skilled nursing, rehabilitation and/or home setting. Your Physician will also conduct a pre-visit and follow-up communication with those specialists to whom you are referred. Care coordination is of utmost importance to avoid the confusion of multiple specialist visits, and unnecessary and uncomfortable testing.
- 3. **Same-day/Next-day Appointments**. *D.C. SELECT CARE* members can make appointments including same day or next business day to see the physician. There will be no waiting time to be seen for a sick visit regardless of the general schedule of the office.
- **4. 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 another good reason.
- **5. Dedicated Office Personnel/Expedited Check-in and Check-out.** An effort will be made 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.
- **6. Prescription Facilitation.** Your prescriptions will be filled as a priority at the beginning of each business day, and during the weekend and holidays if absolutely necessary. The prescriptions will be transmitted directly to your pharmacy of choice.
- **7. Test Result Communications.** Your Physician or Practice professional staff will communicate directly with you about your test results in a timely manner, as well as provide you with a copy for your records.

8. 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.

ADDITIONAL TERMS

1. 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 of 1996 and its implementing regulations) ("HIPAA") and other matters using the e-mail address you provide in the Agreement.
- **b.** In so agreeing, you acknowledge that:
 - **i.** E-mail 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 e-mail through your employer's e-mail system, your employer may have the right to review it;
 - **ii.** Although your Physician will make reasonable efforts to keep e-mail communications confidential and secure, your Physician can't assure or guaranty the confidentiality of e-mail communications.
 - **iii.** E-mail is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information, as it can not be reviewed in a timely manner. For all true emergencies a phone call is recommended.
- **c.** Accordingly, you also agree that:
 - **i.** You will not use e-mail to communicate regarding emergencies or other timesensitive issues, or to communicate regarding other sensitive information, but rather will communicate such information through a phone call or text message.
 - **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 your Physician.
- **2. Governing Law.** The Membership Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, notwithstanding the principles of conflicts of laws.
- **3. 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.
- **4. 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.

- **5. No Assignment.** You may not assign your rights, duties and obligations under this Agreement without the prior written consent of The Practice, whose consent may be withheld for any reason. Any attempt to assign said rights, duties and obligations without the prior written consent of The Practice shall be null and void and of no force or effect.
- **6. Entire Agreement; Amendment.** The parties certify that the entire Agreement, which includes the terms of this Handbook, supersedes any currently existing agreement between the parties. This Agreement may not be changed orally, and may only be amended by an agreement in writing. The Practice may amend the fee at the start of any Renewal Year. The Practice also reserves the rights to make changes to this Handbook. A notification in writing will be precede the implementation of any changes.