

MyHeartMyWay

A Cardiology Concierge Medical Service
By **Benjamin J Cohen, MD, Inc.**, A California Corporation

CONCIERGE PRACTICE PATIENT AGREEMENT

This is an Agreement entered into on _____, 20____, by and between **Benjamin J Cohen, MD, Inc.** a California Corporation located at 23101 Sherman Place, #110, West Hills, Ca 91307, **Benjamin J Cohen, MD** ("Physician") in his capacity as an agent of **Benjamin J Cohen, M.D., Inc.** and _____ ("Patient").

The Physician delivers care on behalf of **Benjamin J Cohen, MD, Inc.**, at the address set forth above. In exchange for certain fees paid by the Patient, **Benjamin J Cohen, MD, Inc.** through its Physician, agrees to provide the patient with the Services described in this agreement on the terms and conditions set forth in this Agreement.

1. **Patient.** A patient is defined as those persons for whom the Physician shall provide services.
2. **Services.** As used in this Agreement, the term Services, shall mean services, both medical and non-Medical, which are offered by **Benjamin J Cohen, MD, Inc.**
3. **Terms.** This agreement shall commence on the date signed by the parties below and continue for a period of one year, automatically renewed, if not terminated in accordance with the provisions of this agreement.
4. **Fees.** In exchange for non-insurance covered services, Patient agrees to pay **Benjamin J Cohen, MD, Inc** annually:

_____ **Executive:** \$7500.00/year

_____ **Gold:** \$2400.00/year

_____ **Silver:** \$1450.00/year

_____ Patient acknowledges receipt of description of covered services for selected plan

This fee is payable upon execution of this agreement, and is in payment for the services provided to Patient during the term of this Agreement. If this Agreement is canceled by either party before the agreement termination date, then **Benjamin J Cohen, MD, Inc** shall refund Patient's prorated share of the original payment.

5. **Participation in Insurance.** Patient acknowledges that **Benjamin J Cohen, MD, Inc** participates in limited health insurance plans. Fees paid under this Agreement are not covered by Patient's health insurance or other third party payment plans applicable to the Patient. The Patient shall retain full and complete responsibility for any such determination.
6. **Insurance or Other Medical Coverage.** Patient acknowledges and understands that this Agreement is not an insurance plan, and not a substitute for health insurance or other health plan coverage (such as membership in a PPO). It will not cover hospital services, or any services not personally provided by **Benjamin J Cohen, MD, Inc.**, or it's Physician. Patient acknowledges that **Benjamin J Cohen, MD, Inc.** has advised that patient obtain or keep in full force such health insurance policies 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.

7. **Term; Termination.** This Agreement will commence on the date determined above and will extend annually thereafter. Notwithstanding the above, both Patient and **Benjamin J Cohen, MD, Inc.** 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, at the expiration of the initial one-year term (and each succeeding annual term), the Agreement will automatically renew for successive annual terms upon the payment of the annual fee at the end of the contract year.

8. **Communications.** Patient acknowledge electronic communications with the Physician may not be secure or confidential methods of communications. As such, you expressly waive the Physician's obligation to guarantee confidentiality with respect to correspondence using such means of communication. Patient acknowledges that all such communications may become a part of your medical records. By providing Patient's email address, Patient authorizes the **Benjamin J Cohen, MD, Inc.**, and its Physician to communicate with Patient by email regarding Patient's "protected health information" (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations) Patient acknowledges that:

a) Email is not a secure medium for sending or receiving Protected Health Information and that a third party may have access;

b) Although Physician will make all reasonable efforts to keep email communications confidential and secure, neither **Benjamin J Cohen, MD, Inc.**, nor Physician can assure or guarantee confidentiality of email communications;

c) In the discretion of Physician, email communications may be made a part of Patient's permanent medical record; and,

d) Patient understands and agrees that email is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information. In the event of an emergency, or a situation in which the Patient could reasonably expect to develop into an emergency, Patient shall call 911 or the nearest Emergency room, and follow the directions of emergency personnel.

If Patient does not receive a response to an e-mail message, Patient agrees to use another means of communication to contact the Physician. Neither **Benjamin J Cohen, MD, Inc.** nor the Physician will be liable to Patient for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Patient.

e) If there is a change of any law, regulation or rule, federal, state or local, which are incorporated by reference in this Agreement, including affects the Terms and Conditions of this 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 a substantial adverse effect on that 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 including these Terms & Conditions. If the parties are unable to reach an agreement concerning the modification of the Agreement within thirty days after of date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.

9. **Severability.** If for any reason any provision of this Agreement shall be deemed, by a 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 that provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.

10. Reimbursement for services rendered. If this Agreement is held to be invalid for any reason, and if **Benjamin J Cohen, MD, Inc.** is therefore required to refund all or any portion of the annual fee paid by Patient, Patient agrees to pay **Benjamin J Cohen, MD, Inc.** an amount equal to the reasonable value of the Services actually rendered to Patient during the period of time for which the refunded fees were paid.

11. Amendment. No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, the Physician may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation (“Applicable Law”) by sending Patient a 30 day 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 **Benjamin J Cohen, MD, Inc.** except that Patient shall initial any such change at **Benjamin J Cohen, MD, Inc.’s** 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.

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

13. Relationship of Parties. Patient and the Physician intend and agree that the Physician, in performing his duties under this Agreement, is an independent contractor, as defined by the guidelines promulgated by the United States Internal Revenue Service and/or the United States Department of Labor, and the Physician shall have exclusive control of his work and the manner in which it is performed.

14. 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.

15. Miscellaneous. This Agreement shall be construed without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. Captions in this Agreement are used for convenience only and shall not limit, broaden, or qualify the text.

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

17. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of California and all disputes arising out of this Agreement shall be determined by arbitration within proper venue and jurisdiction for **Benjamin J Cohen, MD, Inc.’s** address in West Hills, California. Patient waives the right to trial to determine any and all disputes between the parties.

18. Service. All written notices are deemed served if sent to the address of the party as entered in the practice Electronic Health Record by first class U.S. mail.

Patient Last Name, First Name

Patient Signature

Date

Email:

Benjamin J Cohen, MD, Inc., A California Corp

By: **Benjamin J Cohen, MD,**
President

Date