

### Patient Responsibilities

#### I. Policy Statements

##### A. Walk In

PCWNY requires a scheduled appointment for all patients who are to be evaluated and treated.

##### B. Arrival

Providers of PCWNY require appropriate time to evaluate a patient and are respectful of other patients' appointment times who are scheduled for an office visit. You are expected to arrive promptly at your scheduled appointment time.

##### C. Cancellation

PCWNY requests that patients cancel their appointments in a timely manner. In order to best serve our patients, we require at least 24-hour notice in person or by phone, and 3 business days through the patient portal, prior to any scheduled appointment times. This allows us to open up that time slot and offer the appointment time to another patient who needs to be evaluated. The patient is responsible for providing PCWNY with an accurate phone number and contact information so that appointments can be confirmed. PCWNY is not responsible for a patient being unable to receive confirmation due to a full voice mailbox or incorrect contact information.

##### D. No-Show

A patient who does not call to cancel or reschedule their appointment, or shows up after their scheduled appointment is considered a "no show". PCWNY requests adequate notice, as stated above, if a patient is unable to make their scheduled appointment. This allows us to reschedule the patient and to offer that appointment time to another patient who needs to be evaluated. Any patient with recurrent behavior will be subject to a \$25 fee and possible discharge from the practice.

##### E. Lost script/Medication

PCWNY will handle lost prescriptions and medications on an as needed basis. We will make every effort to accommodate and provide the patient with a new script in an appropriate time frame as applicable.

##### F. Portal Use

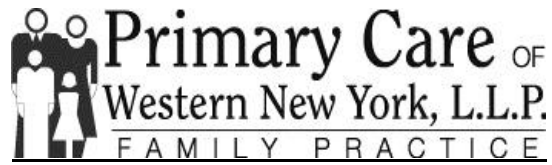
We strongly encourage every patient to establish and utilize our portal to enhance your medical care. The patient portal is provided as a courtesy to our patients as an additional means of communication and medical care. However, if abuse or negligent usage of a patient portal persists, we reserve the right at our own discretion to terminate the patient portal offering, suspend user access, or modify services offered through a patient portal.

##### G. Form Completion

There has been increasing frequency of requests from insurance companies, lawyers, governments, and patients to complete forms on behalf of our patients. This has created an increased workload for our providers and staff. Completion of a form by your PCWNY provider may incur a \$25 charge.

##### H. Request for Records

Any request for records to be sent from a former PCP or other medical prior provider to PCWNY will require a release signed by the patient. Any medical records that a patient requests to be sent to another office or person for i.e. transfer of care, life or disability insurance, legal purposes, work purposes, or other will require a signed release by the patient or Legal Representative/Health Care Proxy.



## PCWNY Policies

### PCWNY Portal Policy

#### Policy Statement

The Medent Patient Portal provides patients with secure, online access to portions of their medical record, as well as an easy and convenient way to communicate with the practice through a secure internet connection.

#### A. Procedure

1. Patients who wish to access the portal will need access to a computer connected to the internet and an up-to-date browser (such as Internet Explorer or Safari). Patients will also need an email address. The email address patients provide is only used to notify them when they have a new message in their portal account. It is treated with the same privacy and care as their health record and will never be sold or leased. It is recommended that they use an email address only they have access to.
2. In order to have a patient portal account, patients will need to already be a patient at Primary Care of WNY, LLP. To activate their account, they will need to receive an activation code from Primary Care of WNY, LLP. Once they have received the code, they will be able to create their own username, password, and other login information used to verify their identity via Primary Care of WNY, LLP website: [www.primarycarewny.com](http://www.primarycarewny.com).
3. The portal activation code should only be given to the actual patient, or a health care proxy/caretaker if they are present at the visit with the patient.
4. A spouse or any other HIPPA contact should not initiate a portal account unless authorized by the actual patient.

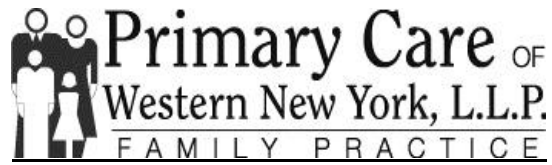
#### B. Policies & Limitations

The patient portal is provided as a courtesy to our valued patients. We are focused on providing the highest level of service and healthcare. However, if abuse or negligent usage of a patient portal persists, we reserve the right at our own discretion to terminate the patient portal offering, suspend user access, or modify services offered through the patient portal.

1. Patients have the opportunity to send triages to the office at any point once they sign onto the portal. However, providers and staff are not always available to answer these triages right away. Because of this, the portal is to be used for NON-URGENT issues only. URGENT issues should be brought to our attention by phone or in an office visit.
  - a. Examples of URGENT issues would be any sick symptoms the patient is experiencing such as sore throat, sinus infection, cough, any urinary complaints like burning, and especially symptoms of chest pain, fever, or bleeding. These types of issues require URGENT attention and the patient should either go to the closest Emergency Room or call the office to speak with a Nurse.

#### C. Security

The Primary Care of WNY, LLP portal offers secure viewing and communication as a service to our patients who wish to view parts of their medical record and communicate with our staff. The patient portal is provided with high-level encryption that meets HIPAA standards.



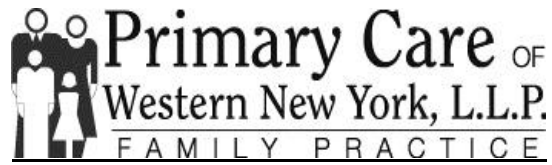
### **PCWNY Patient Discharge Statement**

#### Policy Statement

Unfortunately, not all doctor-patient relationships can be successful and patients may elect to leave practices just as physicians may elect to end a doctor-patient relationship. Personality conflicts, failure to keep appointments or pay balances, and clinical compliance considerations are some examples of reasons for discharge.

#### 1. Procedure

- A. There is a 30 day emergency treatment time from the date of discharge.
- B. If a discharged patient needs emergency care prior to the termination date, PCWNY will schedule an appointment with a provider in the practice other than your PCP.
- C. After the 30 day emergency treatment period has ended, PCWNY is no longer under any patient/doctor relationship or obligation and will not be able to see the patient again.
- D. Due to the nature of Family Care provided at PCWNY, at the discretion of the PCP a patient's spouse or significant other may also be discharged, in addition to any minor children.
- E. Other individual patients will be considered for discharge if they are in a responsible HIPAA or Health Care Proxy position for the discharged patient.
- F. This process protects the necessary objective and trustworthy doctor-patient relationship that is needed in primary care.



## **PCWNY Service Animal Policy**

### Policy Statement

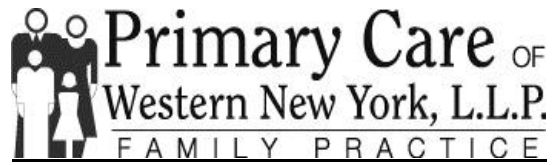
Primary Care of WNY makes an exception to its “No Pets” Policy when a patient with a disability comes to the medical office with a service dog. PCWNY is a service establishment with areas available to the public and is required to provide access to a service dog trained to work or provide a task for an owner who is disabled as defined by the ADA. Our patients with disabilities who utilize trained service animals must be permitted to have their trained service animals in the office. This is an exception to our office “No Pets” policy and required by Federal and New York State laws.

### Scope

This Policy applies to all patients with disabilities who come to our office with service dogs. The ADA does not require service dogs to be certified nor wear specific identifying harnesses or vests. The patient requires the service dog due to a disability and the service dog has been trained to perform a task or work for the patient.

### Policies & Limitations

1. PCWNY’s medical offices are within the scope of the ADA law as a service establishment. The law states that a service establishment includes, but is not limited to, a laundromat, dry cleaner and other cleaning establishment, bank, barber shop, beauty shop, shoe repair service, travel service, funeral parlor, gas station, office on an accountant or lawyer, pharmacy, insurance office, professional office of health care although not permitted in the delivery room of a hospital, may be permitted in the hall of a hospital, hospital cafeteria and other public places of a hospital.
2. Under federal ADA law, other pets and animals are not recognized as service animals. Examples of such work or tasks service dogs are trained to do include: guiding people who are blind, alerting people who are deaf to dangers, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with a mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other similar duties. Service animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person’s disability. Under the ADA, “comfort,” “therapy,” or “emotional support” animals do not meet the definition of a service animal because they have not been trained to do work or perform a specific task related to a person’s disability.



### **PCWNY Controlled Substance Policy and Agreement**

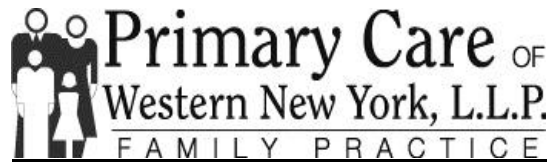
The purpose of this agreement is to prevent misunderstandings about controlled substance medications you may be taking. This is to help both you and your medical provider to comply with the law regarding controlled pharmaceuticals. I understand that this agreement is essential to the trust and confidence necessary in a doctor/patient relationship and that my doctor undertakes to treat me based on this agreement.

I understand that if I break this agreement, my medical provider will stop prescribing these controlled substance medications. In this case, my medical provider will taper off the medicine over a period of time, as necessary, to avoid withdrawal symptoms. Also a drug-dependence treatment program may be recommended.

- I will communicate fully with my medical provider about the character and intensity of my pain, the effect of my pain on my daily life, and how well the medicine is helping to relieve the pain.
- I will not use any illegal controlled substances, or other illicit drugs including but not limited to prescription opiates, stimulant medications, anti-anxiety medications, marijuana, cocaine, heroin, etc.
- I will not share, sell, or trade my medication with anyone.
- I will not attempt to obtain any controlled medications, including opioid pain medicines, controlled stimulants, or anti-anxiety medicines from any other medical provider without the knowledge of my primary prescribing provider.
- I will safeguard my controlled medications from loss or theft. Lost or stolen medications will not be replaced unless a police report is filed.
- I agree that I will submit to a blood or urine test if requested by my medical provider to determine my compliance with my program of controlled substance medication. I agree that I will use my medicine at a rate no greater than the prescribed rate and that use of my medicine at a greater rate will result in my being without medication for a period of time.
- I will bring all unused controlled substance medication to my appointments as requested.
- I have been given a copy of the practice substance policy and agree to the following policy rules:

#### **Policy Rules**

1. You are required to request a refill at least 3 days prior to exhaustion of your medication, unless you are requesting the refill at a patient visit.
2. If you are calling before the end of your month's supply of medication, the date on the prescription will be one month from the previously filled prescription.
3. You are required to sign a controlled substances agreement at least every (2) years or sooner at the discretion of your medical provider.
4. Random urine testing may be done at the discretion of your medical provider.
5. If your prescription is lost you will need to provide a police report to your medical provider. A new prescription will be provided at the discretion of your medical provider.
6. We cannot mail prescriptions or hand you a paper script per NYS law. All prescriptions must be electronically prescribed to your pharmacy.



### **PCWNY Pediatric Vaccine Policy Statement**

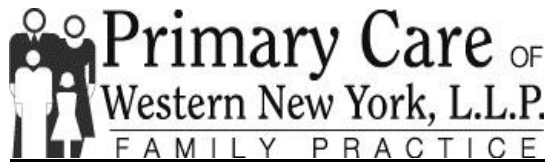
As primary care physicians we believe in the prevention of diseases, and stress the importance of promoting healthy lifestyle and medical practices. This includes disease prevention and vaccination against serious medical diseases that can be life threatening, especially to children.

Please be advised that vaccines have been studied and recommended by the CDC (Centers for Disease Control and Prevention) and ACIP (Advisory Committee on Immunization Practices) to be given according to a specified schedule in order to provide the best immunity and protection for your child that is safe and effective.

Refusal to vaccinate continues to be an ongoing problem in the community. Based on evidence and scientific research, we believe in the effectiveness and safety of vaccines to prevent serious and life threatening illnesses. We also believe that there is no current medical literature, evidence, or study supporting the idea that routine preventive vaccines cause behavioral or other developmental disabilities. By choosing not to vaccinate your child, you are putting your family at risk for serious illnesses or even death. Furthermore, it is irresponsible to rely on others in the community who have been vaccinated to help protect your own children and family.

We do not intend to coerce you into vaccinating your children and family, but believe vaccination is an important part of health maintenance and prevention. We feel strongly that vaccinating children on schedule, and remaining current with available vaccines is the appropriate practice for our patients.

For parents who choose not to vaccinate their children, we regretfully inform you that we will not be able to provide medical care for your child or family, and will ask that you find another medical provider who can accommodate your views and practices. We thank you for understanding, and look forward to continuing to provide you with the best evidence based and preventive health care available. Please feel free to discuss any questions or concerns you may have with your primary physician.



**PCWNY Financial Agreement**

I request that payment of authorized insurance benefits available to me or on my behalf, be authorized payable to PRIMARY CARE OF WESTERN NEW YORK, LLP, for any services furnished me at this facility. I authorize any holder of medical information about me to release to any insurance company named, any information needed to determine these benefits or the benefits payable for related services.

I request that payment under the medical insurance program, be made either by me or to PRIMARY CARE OF WESTERN NEW YORK, LLP for services provided to me indefinitely.

I authorize use of this form on all my insurance submissions.

I authorize release of information to all my insurance companies.

I understand that I am responsible for my bill at the time of service. If payment is denied by the insurance company, I agree to be personally and fully responsible for payment.

If your account is sent to collections, you will be responsible to pay the collection fee.

I authorize payment directly to my doctor.

I authorize my doctor to act as my agent in helping me obtain payment.

I permit a copy of this authorization to be used in place of the original.

I hereby attest that the insurance/personal in my account is accurate and correct.

\*This form does not expire.