

**OSTEOPATHIC MANIPULATIVE TREATMENT  
ONLY PATIENT AGREEMENT  
Buffalo Wholesome Medicine, PLLC.**

This is an Agreement between Buffalo Wholesome Medicine, PLLC. Buffalo Wholesome Medicine, a New York PLLC, located at 8201 Main Street Suite 8, Williamsville, New York, 14221, Maritess G. Asumen, DO and Michael F. Jaje (“**Physician**” or “**Physicians**”) in their capacity as an agent of Buffalo Wholesome Medicine, PLLC. and you,  
\_\_\_\_\_ (“**you**” or the “**Patient**”).

**Background**

The Physician (s), practices family medicine, osteopathic manipulative medicine and lifestyle medicine, delivers care on behalf Practice in Williamsville, New York. In exchange for certain fees paid by You, the Practice through its Physician(s), agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement. The practice website is BuffaloWholesomeMedicine.org.

**Definitions**

**1. Patient.** A patient is defined as those persons for whom the Physician shall provide Services, and who are signatories to, or listed on this document or the documents attached as Appendix 1/Appendix 2/Appendix 3, and incorporated by reference, to this agreement.

**2. Services.** As used in this Agreement, the term Services, shall mean a package of ongoing osteopathic manipulative treatment services, both medical and non-Medical , and certain amenities (collectively “Services”) , which are offered by Practice, and set forth in Appendix 1/Appendix 2/Appendix 3. The Patient will be provided with methods to contact the physician via phone, email, and/or other methods of electronic communication. Physician will make every effort to address the needs of the Patient in a timely manner, but cannot guarantee availability, and cannot guarantee that the patient will not need to seek treatment in the urgent care or emergency department setting or elsewhere. This agreement does not cover primary care or other services other than osteopathic manipulative treatment.

**3. Fees.** In exchange for the services described herein, Patient agrees to pay Practice, the amount as set forth in Appendix 1 and Appendix 2, attached. Applicable enrollment fees are payable upon execution of this agreement. If this Agreement is terminated by either party before the end of an applicable monthly period, then the Practice shall seek only partial payment for the final month of service based on the number of days of membership provided to the patient and the itemized charges, set forth in Appendix 1 and Appendix 2, for services rendered to Patient up to the date of termination.

**4. Non-Participation in Insurance.** Patient acknowledges that neither Practice, nor the Physicians participate in any health insurance or HMO plans. Patient acknowledges that federal regulations REQUIRE that Physicians opt out of Medicare so that Medicare patients may be seen by the Practice for any primary care services and that the physicians of



Buffalo Wholesome Medicine, PLLC, have not opted out of Medicare. Thus, by signing this agreement you understand that you are agreeing that you are **not insured by Medicare and will not become insured by Medicare without first notifying and ending your agreement with Buffalo Wholesome Medicine, PLLC in a manner outlined in the patient information form.** In the future, if our physicians do opt out and you as the patient decide to become insured with Medicare, you agree that you will complete necessary addendums to this patient agreement immediately and in appropriate timeframe when insured with Medicare. Neither the Practice nor Physicians make any representations regarding third party insurance reimbursement of fees paid under this Agreement. The Patient shall retain full and complete responsibility for any such determination. If the Patient is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then as stated above the patient is responsible for letting the practice know if there is any intent to be insured by Medicare and the patient is not eligible to be a patient at Buffalo Wholesome Medicine, PLLC, if enrolled in Medicare. The patient nor the practice (or any physician/physicians) shall bill any insurer or any other third party payer for the services provided by this agreement. Additionally the practice physicians are not opted into Medicaid as either a billing or non-billing provider (OPRA- Ordering, Prescribing, Referring, Attending) and as such our orders will not be respected by Medicaid. At this time, in part for reasons listed above, if you are a beneficiary of either Medicaid or Medicare we ask that you sign up to be on our waitlist and DO NOT become a patient at Buffalo Wholesome Medicine, PLLC. If you plan to become a beneficiary of either Medicare or Medicaid at any time while enrolled with us, we ask that you terminate our patient-physician and practice agreement prior to becoming enrolled as a beneficiary of either Medicare or Medicaid in a manner and timeframe to allow you proper time to establish care with another provider for medical care (typically 30 days).

**5. 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 an HMO). It will not cover primary care services, hospital services, specialist visits, emergency room visits, lab tests, imaging, medications, treatment (other than those listed in the procedures of Appendix 3 and at the prices listed elsewhere in this patient agreement and appendices) or any services not personally provided by Practice, or its Physicians. Patient acknowledges that Practice has advised that patient obtain or 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**, in isolation does NOT meet the insurance requirements of the Affordable Care Act, and is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry. This Agreement is for ongoing osteopathic manipulative treatment services, and the Patient may need to visit the emergency room or urgent care from time to time as well as retain a primary care provider for primary care medical services as this agreement is solely meant for engaging in osteopathic manipulative treatment. Physician will make every effort to be available via phone, email, other methods such as “after hours” appointments when appropriate, as outlined on our website (Under “hours” section on BuffaloWholesomeMedicine.org), but Physician cannot and does not guarantee 24/7 availability.

**6. Term.** This Agreement will commence on the date it is signed by the Patient and Physician below and will extend monthly thereafter. Notwithstanding the above, both Patient and



Practice shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination. The Patient may terminate the agreement with twenty-four hours prior notice, but the Practice shall give thirty days prior written notice to the Patient and shall provide the patient with a list of other Practices in the community in a manner consistent with local patient abandonment laws. Unless previously terminated as set forth above, at the expiration of the initial one-month term (and each succeeding monthly term), the Agreement will automatically renew for successive monthly terms upon the payment of the monthly fee at the end of the contract month. Examples of reasons the Practice may wish to terminate the agreement with the Patient may include but are not limited to:

- (a) The Patient fails to pay applicable fees owed pursuant to Appendix 1 and 2 per this Agreement;
- (b) The Patient has performed an act that constitutes fraud;
- (c) The Patient repeatedly fails to adhere to the recommended treatment plan, especially regarding the use of controlled substances;
- (d) The Patient is abusive, or presents an emotional or physical danger to the staff or other patients of Practice;
- (e) Practice discontinues operation; and
- (f) Practice has a right to determine whom to accept as a patient, just as a patient has the right to choose his or her physician. Practice may also may terminate a patient without cause as long as the termination is handled appropriately (without violating patient abandonment laws).

**7. Privacy & Communications.** You acknowledge that communications with the Physician using e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. The practice will make an effort to secure all communications via passwords and other protective means and these will be discussed in an annually updated Health Insurance Portability and Accountability Act (HIPAA) “Risk Assessment.” The practice will make an effort to promote the utilization of the most secure methods of communication, such as software platforms with data encryption, HIPAA familiarity, and a willingness to sign HIPAA Business Associate Agreements. This may mean that conversations over certain communication platforms are highlighted as preferable based on higher levels of data encryption, but many communication platforms, including email, may be made available to the patient. If the Patient initiates a conversation in which the Patient discloses “Protected Health Information (PHI)” on one or more of these communication platforms then the Patient has authorized the Practice to communicate with the Patient regarding PHI in the same format.

**8. 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.



**9. Reimbursement for Services if Agreement is Invalidated.** If this Agreement is held to be invalid for any reason, and if Practice is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay Practice an amount equal to the fairmarket value of the Services actually rendered to Patient during the period of time for which the refunded fees were paid.

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

**11. Jurisdiction and Dispute Resolution.** This Agreement shall be governed and construed under the laws of the State of New York and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the Practice address in Williamsville, New York. The determination of the arbitration shall be final and binding, and may be enforced in the Federal or state courts located within the State of New York to which jurisdiction the parties hereto agree to submit.

**12. Miscellaneous.**

- Buffalo Wholesome Medicine, PLLC reserves the right to alter and amend the terms of the Patient Contract without advance notice to you. We will give you notice of where to obtain a copy of this updated Patient Contract and if you do not agree with any updated terms you are free to terminate your patient-physician agreement and no longer be a patient of the Practice.
- If a parent or guardian signed on behalf of their child or ward, such parent or guardian hereby attests that he or she has full legal authority to execute this agreement on behalf child or ward. If such cases arises that the child or ward is found to not be under the legally derived authority of aforementioned guardian or parent, then the parent or guardian hereby agrees to hold Buffalo Wholesome Medicine, PLLC and it's physicians harmless from any legal action including fees.
- "Fortuitous Events, Acute and Sick" visits are agreed to be handled first through your primary care provider. An exception to this is same day/next day appointments, though these may or may not carry a charge depending on notice given by the patient and situation.
- By signing the patient agreement you acknowledge that you have received and reviewed the patient contract and that all provisions included as well as any questions you have regarding these provisions have been satisfactorily answered with an explanation that you understand. By signing you are giving consent to the provisions included in this contract and agreeing that you clearly understand these provisions.



**13. Patient Understandings (initial each):**

\_\_\_\_\_ This Agreement is for ongoing osteopathic manipulative treatment and is NOT a medical insurance agreement or for ongoing primary care services.

\_\_\_\_\_ I do NOT have an emergent medical problem at this time.

\_\_\_\_\_ In the event of a medical emergency, I agree to call 911 first.

\_\_\_\_\_ I do NOT expect the practice to file or fight any third party insurance claims on my behalf.

\_\_\_\_\_ I do NOT expect the practice to prescribe chronic controlled substances on my behalf. (These include commonly abused opioid medications, benzodiazepines, and stimulants.)

\_\_\_\_\_ In the event I have a complaint about the Practice I will first notify the Practice directly.

\_\_\_\_\_ This Agreement (without a “wrap around” compliant insurance policy) does not meet the individual insurance requirement of the Affordable Care Act.

\_\_\_\_\_ You acknowledge that communications with the Physician using e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. If the Patient initiates a conversation in which the Patient discloses “Protected Health Information (PHI)” on one or more of these communication platforms then the Patient has authorized the Practice to communicate with the Patient regarding PHI in the same format.

\_\_\_\_\_ I am enrolling (myself and my family if applicable) in the practice voluntarily.

\_\_\_\_\_ I may receive a copy of this document upon request.

\_\_\_\_\_ This Agreement is non-transferable.

\_\_\_\_\_ I have been provided for review and understand the NY State Patient Bill of Rights for Clinics and understand how to file a complaint.

\_\_\_\_\_ I have been provided and reviewed the Practice’s HIPAA Privacy Notice.

\_\_\_\_\_ I consent to treatment and evaluation by Buffalo Wholesome Medicine Physicians including but not limited to all diagnostic procedures, care, injections, medications and recommendations as deemed necessary.

\_\_\_\_\_ I understand that while I retain the ability to make my own medical decisions I may refuse any treatment and will let my doctor know prior to receiving or engaging in any part of a treatment or evaluation that I do not wish or do not feel comfortable to have.

\_\_\_\_\_ I understand and agree that should I bring money, jewelry and/or other valuables to the facility of Buffalo Wholesome Medicine, it will be done so at my own risk and that Buffalo Wholesome Medicine and it’s Physicians are not liable for any loss or damage of any personal property including but not limited to hearing aids, eyeglasses, dentures and other devices.

\_\_\_\_\_ I have had an opportunity to ask questions and all my questions have been answered to my satisfaction.

Patient Name \_\_\_\_\_ Date: \_\_\_\_\_

Patient/Guardian Signature \_\_\_\_\_ Date: \_\_\_\_\_

Physician Name \_\_\_\_\_ Date: \_\_\_\_\_

Physician Signature \_\_\_\_\_ Date: \_\_\_\_\_



## **Appendix 1- Buffalo Wholesome Medicine, PLLC Periodic & Enrollment Fees**

This Agreement is for ongoing osteopathic manipulative treatment. This Agreement is NOT HEALTH INSURANCE and is NOT A HEALTH MAINTENANCE ORGANIZATION. The Patient may need to use the care of primary care providers, specialists, emergency rooms, and urgent care centers that are outside the scope of this Agreement. Each Physician within the Practice will make an appropriate determination about the scope of osteopathic manipulative treatment services offered by the Physician. Examples of common conditions we treat with osteopathic manipulative treatment include but are not limited to chronic pain, headaches, TMJ, muscle spasms and frozen shoulder.

### **Fee Schedule**

Enrollment Fee – This is charged when the Patient enrolls with the Practice and is nonrefundable. This fee will include one (1) establish care OMT visit which is separate from your one (1) monthly OMT visit. This fee is subject to change. If a patient discontinues membership and wishes to re-enroll in the practice we reserve the right to decline re-enrollment or require that re-enrollment fee be paid per below:

Your initial Enrollment fee is \$ 49

First time Re-enrollment fee is \$ 299 (Not charged to first time enrollees)

If a patient discontinues membership for a second time and wishes to re-enroll in the practice for a third time we reserve the right to decline re-enrollment or to require that the re-enrollment fee reflect an amount equivalent to the months of absent payments when dis-enrolled from the Practice starting from the first dis-enrollment rather than the \$299 mentioned above.

Monthly Periodic Fee(billed at the end of the service period) –The monthly fee is for ongoing osteopathic manipulative treatment services. One (1) scheduled in-person osteopathic manipulative treatment session will be performed monthly and this session will be paid for by the monthly periodic fee. These OMT visits are non-transferrable and cannot be swapped for other visit types (webcam, sick, chronic/preventative/wellness, etc.). Your number of email and phone visits are not capped.

The monthly periodic fee is \$ 99 per month.

The periodic \$99/month fee will be billed on the 28<sup>th</sup> each month (Billed arrears). The patient is entitled to leave the practice at any time without cancellation fee and will be assigned a prorated final bill based upon the date of withdrawal from the practice. If the 28<sup>th</sup> happens to be on a weekend/holiday, you will receive a bill on the next open business day. Your first/last month will be billed days to/from, respectively, the 28<sup>th</sup> with each month assumed as 30 days. Thereafter the bill will be the full \$99/month the 28<sup>th</sup> of every month as indicated above.



## Procedures

There are no guarantees to any additional procedures offered by our clinic under this agreement. For procedures other than those listed in appendix 3 you would need to sign-up for our ongoing primary care services. That said, if deemed medically appropriate and necessary by our providers, other procedures may be performed if felt related or necessary for osteopathic manipulative treatment.

## After-Hours Visits

There is no guarantee of after-hours availability. This agreement is for ongoing osteopathic manipulative treatment, not emergency or urgent care. Your physician will make reasonable efforts to see you as needed after hours if your physician is available.

## Acceptance of Patients

We reserve the right to accept or decline patients based upon our capability to appropriately handle the patient's osteopathic manipulative treatment needs. We may decline new patients pursuant to the guidelines proffered in Section 6 (Term), because the Physician's panel of patients is full or because the patient requires medical care not within the Physician's scope of services. Physicians panels will be capped currently at 600 and any adjustments to capacities lower or higher than this may be made subject to the complexity of the patient panel of each physician.

## Unused Monthly OMT Visits

Any unused OMT visit at the end of a month while enrolled as a patient will be carried over for future use. These OMT visits can be rolled over to a cap of 50 total visits, however, if patient or physician decides to terminate this agreement for any of the reasons proffered in section (6) Term then these "rolled-over" visits will immediately be eliminated to zero (0). They will not be recredited on any re-enrollment and patient will begin their roll-over visits back at zero (0).

## Transitioning between Models

If agreed on by both patient and physician it may be possible to transition between models without paying a re-enrollment fee. This transition would not include an establish care visit and any visits that have been included and used in a previously enrolled model will not be renewed upon arriving in a new model. For example, if a patient used their annual physical in a Direct Primary Care Model, they do not get an additional annual physical upon entering into the Wholesome Care Model.

## **Appendix 2- Buffalo Wholesome Medicine Itemized Fees**

Ongoing Osteopathic Manipulative Treatment is included with the Periodic Fee described in Appendix 1.



## Osteopathic Manipulative Treatment (OMT)

Additional visits of OMT beyond the one (1) per calendar month are charged on a per-visit fee basis at \$35/visit, except where otherwise noted. Please expect all OMT visits to last approximately 20-30 minutes.

Visits for OMT will be capped at 50 visits per calendar year.

Non-visit telephone and email calls will be unlimited.

In-Office Procedures offered by our clinic are available by signing up for our “Direct Primary Care Patient Agreement”. No guarantee for other services including injections, EKG or otherwise are guaranteed by this agreement unless the Physicians (s) feel it necessary or related to Osteopathic Manipulative Treatment or care.

Laboratory Studies may be performed at the lab of the patient’s choice. We will work with you to help you find a suitable location, if you need. Labs are not included in the cost of membership at Buffalo Wholesome Medicine, PLLC. While certain labs may be ordered by your Physician (s), they will be ordered only if felt related or necessary for Osteopathic Manipulative Treatment.

Medications will be ordered in an attempt to be cost effective for the patient when possible. Medications are not included in the cost of membership at Buffalo Wholesome Medicine, PLLC. While certain medications may be ordered by your Physician (s), they will be ordered only if felt related or necessary for Osteopathic Manipulative Treatment.

Radiology studies will be ordered a cost effective manner when possible for the Patient. Imaging and other radiological costs are not included in the cost of membership at Buffalo Wholesome Medicine, PLLC. While certain imaging may be ordered by your Physician (s), they will be ordered only if felt related or necessary for Osteopathic Manipulative Treatment.

Surgery and specialist consults will be ordered in a cost effective manner when possible for the Patient. Surgery and other specialist costs are not included in the cost of membership at Buffalo Wholesome Medicine, PLLC. While certain consults may be ordered by your Physician (s), they will be ordered only if felt related or necessary for Osteopathic Manipulative Treatment.

Vaccinations are not offered in our office at this time due to the cost prohibitive nature of stocking a limited supply. As this agreement pertains only to Osteopathic Manipulative Treatment, we ask that you seek vaccinations through your primary care provider.

Hospital and Emergency Room Services are not covered by our membership model, and we have elected not to obtain formal hospital admission privileges at this time.

Obstetric and Gynecologic Services are not covered by this patient agreement.





### Fortuitous Events, Acute and Sick Visits

For means of understanding and clarification of terms we will define fortuitous events as “any occurrence or failure to occur which is, or is assumed by the parties to be, to a substantial extent beyond the control of either party.” If the patient arrives at the office without any prior notice to the physician for evaluation and treatment we reserve the right to charge \$35 for these visits. If deemed outside the realm of Osteopathic Manipulative Treatment we will ask that the patient schedule with their primary care provider.

### Quick Re-visits

From time to time your physician may ask you to return to the office for a quick recheck of an issue discussed at a current or previous visit. At this time the physician will ask you to return for a “quick re-check”. These visits are at the discretion of your physician for particular problems. If they ask you to return for a “quick re-check” this visit will not carry a charge but the “quick re-check” visit must pertain to only those things deemed appropriate by the physician, otherwise they may be subject to a charge of \$35. These visits are typically expected to be of 15 minutes in duration or less. You will be made aware that this visit will not be charged while scheduling it.

### Filling out of forms, letters and/or other documentation

Filling out of forms, letters and/or other documentation will be done at a visit which will be charged \$35 for the visit. Additionally documentation must be agreed to be filled out by your physician. For visits with multiple documents, each separate document type is subject to a charge of \$35.

## **Appendix 3- Procedures List**

- Osteopathic Manipulative Treatment

*As we expand more procedures will likely be added. As such this list is subject to change and should be periodically reviewed for the most up to date in office procedures. All procedures are performed at the discretion of your physician. if they feel it is out of their range of expertise they will let you know and refer you to an appropriate provider. Of note, this agreement has a limited procedures list as this agreement is not for primary care services, but rather Osteopathic Manipulative Treatment Only. Fees for osteopathic treatment will be based on Appendix 1 and 2.*





