



Terms of Service

Updated February 2023
Effective date 2/13/2023

These Terms of Service and Medical Terms of Service govern your use of the Medical Services, including the Telehealth Services provided by Pinon Emergency and Family Services dba. Piñon Family Medicine. We may modify these Medical Services Terms from time to time. The updated copy will be available on the website or at the physical office. If changes are made and you do not agree with the changes, you should discontinue your use of the Medical Services. If you continue using the Medical Services after the effective date, you will be bound by the updated Medical Services Terms.

Your Financial Responsibility; Assignment of Benefits

You agree to pay Pinon Emergency and Family Services/Piñon Family Medicine all applicable charges at the prices then in effect for the Medical Services provided to you or another person on whose behalf you are accepting these Medical Services Terms and/or payment responsibility (such as your children or other family members) ("Covered Family Member"). You will be charged for the Medical Services, including complementary and alternative services provided to you or your Covered Family Member by Pinon Emergency and Family Services/Piñon Family Medicine or our healthcare service provider (each, a "Provider"). You authorize Pinon Emergency and Family Services/Piñon Family Medicine to charge your chosen payment method (your "Payment Method") for the Medical Services provided to you or your Covered Family Member. If your Payment Method is invalid at the time payment is due, you agree to pay all amounts due upon demand. The third party services provider who manages your Payment Method may impose terms and conditions on you, which are independent of these Medical Services Terms, and you agree to comply with all of those terms. Pinon Emergency and Family Services/Piñon Family Medicine may accumulate charges that you've incurred for the Medical Services and submit them as one or more aggregate charges during or at the end of each billing cycle. Pinon Emergency and Family Services/Piñon Family Medicine reserves the right to correct any billing errors or mistakes even if payment has already been requested or received.

Medical Services include remote visits with our providers. Remote visits are scheduled just like an in-office visit and provide a similar service experience, with the exception that the remote visit is conducted remotely over a video and audio connection rather than in person. Remote visits are billable just like an in-office visit, at the same fee that would be billed to such a visit if it was conducted in person. For the avoidance of doubt, your financial responsibility and assignment of benefits described above apply to remote visits as well.

If you provide information about your health insurance or health plan, that will be deemed your authorization for us to submit claims for covered Medical Services to your health insurer or health plan. You hereby assign or otherwise authorize payment of medical benefits to us for the Medical Services provided to you or your Covered Family Member. You authorize the release of any medical or other information necessary to process any claims for the Medical Services provided. You further understand and accept your financial responsibility for any portion of the bill not covered by your health insurer or health plan. SUBMISSION OF CHARGES DOES NOT WAIVE OUR RIGHT TO SEEK PAYMENT DIRECTLY FROM YOU. Additional details on the financial policy are available through the document entitled "Financial Policy" available on our website.

Appointments: Missed/Late Cancellation

You understand and agree that if you do not show for your appointment or you cancel your appointment with less than 24 hours' notice, we may charge you a fee for a missed/late cancelled appointment.

Permission to Treat

You give permission to the Providers to medically care for you and your Covered Family Member. You may withdraw this consent at any time by no longer seeking Medical Services from Pinon Emergency and Family Services/Piñon Family Medicine.

You understand and agree that as part of providing Medical Services to you, your Protected Health Information (as defined by HIPAA), including test results, may be released to an online personal health record and via communication with Pinon Emergency and Family Services/Piñon Family Medicine's healthcare team electronically (in accordance with HIPAA privacy).

Service Termination

You may terminate your use of the Medical Services at any time by not using the Medical Services any more. We may terminate your use of the Medical Services at any time in our reasonable discretion, for causes including but not limited to illegal conduct such as falsifying information to obtain controlled substances, abusive and threatening behavior, and continued refusal to pay for our services. We may terminate your use of the Medical Services by sending notice to you at the mail or email address you provided to us or by otherwise contacting you. If we terminate your use of the Medical Services, we reserve the right to also notify your insurer, if any.

Consent to Electronic Communications

You agree that Pinon Emergency and Family Services/Piñon Family Medicine may send the following to you by email or by posting them on our website or by posting in the online patient portal: legal disclosures; these Medical Services Terms, Notice of HIPAA Privacy Practices; future changes to any of the above; and other notices, policies, communications or disclosures and information related to the Medical Services. You agree that Pinon Emergency and Family Services/Piñon Family Medicine may contact you via secure messaging, email, phone, text, or mail regarding the Medical Services. You consent to receive such communications electronically. You agree to update your contact information to ensure accuracy.

If you later decide that you do not want to receive certain future communications electronically, please send an email to frontdesk@pinonfamily.com or a letter to Pinon Family Medicine at 610 N. Alma School Rd Ste 48, Chandler, AZ 85224. You may also opt out of certain electronic communications through your portal account. Your withdrawal of consent will be effective within a reasonable time after we receive your withdrawal notice described above.

Pinon Emergency and Family Services/Piñon Family Medicine will need to send you certain communications electronically regarding the Medical Services. You will not be able to opt out of those communications – e.g., communications regarding updates to these Medical Services Terms or information about billing. Your withdrawal of consent will not affect the legal validity or enforceability of the Medical Services Terms provided to and accepted by, you.

Disclaimers

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, EXCEPT IN CASE OF NEGLIGENCE OR WILLFUL MISCONDUCT, WE AND OUR AFFILIATES, PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM ANYONE'S USE OF OR INABILITY TO USE THE MEDICAL SERVICES.

The Medical Services are intended for use only within the State of Arizona. We make no representation that the Medical Services are appropriate, or are available for use outside Arizona. Those who choose to access and use our Medical Services from outside Arizona or outside the U.S. do so on their own initiative, at their own risk, and are responsible for compliance with applicable laws.

Limitation of Liability

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL WE AND OUR AFFILIATES, PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION THOSE RELATING TO LOST PROFITS OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THE MEDICAL SERVICES OR FROM THE USE OF OR INABILITY TO USE THE MEDICAL SERVICES, WHETHER BASED ON CONTRACT, WARRANTY, PRODUCT LIABILITY, TORT OR OTHER LEGAL THEORY AND EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Telehealth Services and Permission

Pinon Emergency and Family Services/Piñon Family Medicine may provide certain Telehealth (defined below) services to you (the "TeleHealth Services. You consent to receive emails or other electronic communications from Pinon Emergency and Family Services/Piñon Family Medicine pertaining to your care and your health, which may include Protected Health Information. You understand that virtual encounters via phone, email, video, or otherwise, could involve, and you hereby consent to the use of, automated tools for diagnosis, care, treatment or communication pertaining to healthcare matters. You also acknowledge that such virtual encounters may involve care by a variety of Providers, including Physicians, Registered Nurses, Nurse Practitioners, Physician Assistants, Nutritionists, Naturopathic Doctors, Therapists, and other support or medical personnel.

You give permission to Pinon Emergency and Family Services/Piñon Family Medicine and the Telehealth Services Providers to record and process your personal details and medical data. You may withdraw these permissions at any time by no longer seeking Telehealth Services from Pinon Emergency and Family Services/Piñon Family Medicine.

"Telehealth" is the delivery of healthcare services using technology when the healthcare provider and patient are not in the same physical location, and/or the virtual delivery of healthcare services, including by a medical provider or via digital or automated tools, including without limitation tools for medical or health-related diagnosis and treatment. The Telehealth Services may be used for diagnosis, treatment, care, follow-up and/or patient education, and may include, without limitation, the following: electronic transmission of patient medical records, medical images, and/or other patient data or information; synchronous (i.e., "real time") and

asynchronous (i.e., non-"real time") interactions via audio, video, text, and/or data or other electronic communications; automated, electronic or digital tools or services for diagnosis, care, treatment and/or communication pertaining to healthcare or medical matters; and output, transmission or exchange of data from medical devices, sound and video files. Further, you understand that it may be possible that your condition cannot be treated via the Telehealth Services, or that information transmitted through the Telehealth Services may not be sufficient or of too poor of image quality, or insufficient information or data to allow for appropriate medical decision making. Accordingly, you may be required to seek additional in-person medical care, alternative healthcare or emergency services. If your health or medical problem or condition persists after use of Telehealth Services, you will immediately contact your medical services provider and seek appropriate additional in-person medical care or emergency care, as appropriate.

Additional Telehealth Consent required for Arizona

By using the Telehealth Services you are agreeing to the following:

I understand I am entitled to all existing confidentiality protections pursuant to A.R.S. § 12-2292. I also understand all medical reports resulting from the telemedicine consultation are part of my medical record as defined in A.R.S. § 12-2291. I also understand dissemination of any images or information identifiable to me for research or educational purposes shall not occur without my consent, unless authorized by state or federal law. (Ariz. Rev. Stat. Ann. § 36-3602).

General Provisions

These Medical Services Terms make up the entire agreement relating to your use of the Medical Services, and supersede all prior agreements relating to the subject matter hereof.

We may change, suspend, or discontinue any of the Medical Services at any time. We will try to give you prior notice of any material changes to the Medical Services. We will not be liable to you or to any third party for any modification, suspension or discontinuance of the Medical Services.

We may change, suspend, or discontinue any of our partnerships, including health system partnerships, at any time. We will provide you with notices of such changes as applicable.

You may not transfer any of your rights or obligations under these Medical Services Terms to anyone else without our consent. Pinon Emergency and Family Services/Piñon Family Medicine may assign our rights in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

Even after termination, these Medical Services Terms will remain in effect such that all terms that by their nature may survive termination will survive such termination.