

## **Medical Terms of Service**

These Medical Terms of Service ("Medical Services Terms") govern your use of the medical services, including the Telehealth Services described in more detail in Section 11 below ("Medical Services") provided by RyCo Wellness, LLC. Please read the Medical Services Terms carefully before using the Medical Services. By using the Medical Services, including the Telehealth Services, you agree to be bound by these Terms. If you are accepting these Medical Services Terms for another person ("Family Member") as such Family Member's guardian, conservator, or custodian, and as parent of a minor child Family Member, you agree to the terms, conditions, and notices contained or referenced herein on behalf of such Family Member.

Please refer to our Notice of HIPAA Privacy Practices to learn how RyCo Wellness collects, uses, shares and protects your Protected Health Information (as defined under the Health Insurance Portability and Accountability Act of 1996 or "HIPAA").

Please do NOT use the Medical Services, including the Telehealth Services, for emergency or urgent medical matters. For all urgent or emergency matters that you believe may immediately affect your health, you must immediately call 911 or go to the nearest emergency room or urgent care facility.

### **1. Updates to the Medical Services Terms**

We may modify these Medical Services Terms from time to time. We will notify you of material changes by posting the amended terms on the RyCo Wellness website at least thirty (30) days before the effective date of the changes. If we have your email on file, we will also notify you of material changes to the Medical Services Terms by email at least thirty (30) days before the effective date of the changes. Please make sure we have your current email address so that you will receive notice of any material changes. If you do not agree with the proposed changes, you should discontinue your use of the Medical Services before the effective date of the change. If you continue using the Medical Services after the effective date, you will be bound by the updated Medical Services Terms.

### **2. 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.

### **3. Your Financial Responsibility; Assignment of Benefits**

You agree to pay RyCo Wellness 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 a RyCo Wellness healthcare service provider (each, a "Provider"). You authorize RyCo Wellness 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. RyCo Wellness 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. RyCo Wellness 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 the same service experience, with the exception that the remote visit is conducted remotely over a secure video and audio connection rather than in person.

Please note that we do not currently accept insurance. You will be billed directly for services rendered at the time of your visit. Payment is due in full on the day of service. If you would like to seek reimbursement through your insurance provider, we are happy to provide a Superbill upon request. In the event that you are unable to pay at the time of your visit, you will have 30 days to pay your outstanding balance. A **late fee of \$25** will be added to any unpaid balance **for every 30 days** the balance remains unpaid. Please be aware that any unpaid balances beyond 30 days may result in denial of future services until the account is settled.

### **4. 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, you will be charged a \$35 fee for a missed/late canceled appointment.

### **5. 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 RyCo Wellness.

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 RyCo Wellness healthcare team electronically (in accordance with our [Notice of HIPAA Privacy Practices](#)).

## **6. Mental Health Services Disclaimer**

Mental health services may involve discussing sensitive aspects of your life in person or via TeleHealth (defined below); you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, or helplessness. If at any point you experience significant increased distress or have thoughts of harming yourself or others, you agree to notify your provider so that an appropriate level of support can be provided. Your provider may utilize a set of psychological symptom questionnaires in order to assist with determining a diagnosis and track your progress in counseling, and may discuss the nature of these assessments and your results when applicable.

## **7. Complementary and Alternative Services Disclaimer**

RyCo Wellness may, from time to time, with your consent, offer complementary or alternative methods of treatment (“CAS”) in connection with the Medical Services. You must inform the Provider who is caring for you if you are or become pregnant, as this may affect your treatment protocol. You will be screened for any predispositions to injuries and risks in regard to any of the CAS treatments, to address serious health concerns, and to avoid any contra-indications, including:

- Nutrition consultation services are not licensed by many states in the U.S. The methods of evaluation employed, which may include diet, supplementation, and assessment analysis, are not intended to diagnose disease.
- Herbs and nutritional supplements recommended are traditionally considered safe in the practice of Chinese medicine, although some may be toxic in large doses. You acknowledge that you understand that some herbs may be inappropriate during pregnancy. Some possible side effects of taking herbs include, but are not limited to, nausea, gas, diarrhea, and hives. You acknowledge that you understand that the herbs should be consumed according to the instructions provided verbally and in writing. The herbs may have an unpleasant taste or smell.

You acknowledge that you understand that while this section describes some of the major risks of CAS treatment, it does not address all of them and other side effects and risks may occur.

You understand that the CAS modalities are not a substitute for conventional medical care and the provider cannot anticipate all possible risks and complications of

treatment. You will immediately notify your provider of any unanticipated or unpleasant effects associated with any of your CAS treatments.

You hereby give consent to any of the CAS Providers at RyCo Wellness to assess and care for your present condition and any other future conditions for which you seek attention.

## **8. Consent to Electronic Communications**

You agree that RyCo Wellness may send the following to you by email or by posting them on our website, SMS messaging, and mobile application: 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 RyCo Wellness may contact you via secure messaging, email, phone, text (SMS messaging), 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 notify the office. You may also opt out of certain electronic communications through your account or by following the unsubscribe instructions in any communication you receive from RyCo Wellness. Your withdrawal of consent will be effective within a reasonable time after we receive your withdrawal notice described above.

RyCo Wellness 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.

## **9. Disclaimers**

To the maximum extent not prohibited by law, except in the case of negligence or willful misconduct, we and our providers, employees, directors, agent or affiliates, will not be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of inability to use the medical services.

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

## **10. Limitation of Liability**

To the maximum extent not prohibited by law, in no event will we and our providers, employees, directors, agents, or affiliates 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 exclusions may not apply to you.

#### **11. Telehealth Services and Permission**

RyCo Wellness may provide certain Telehealth services to you (the "TeleHealth Services"). You consent to receive emails or other electronic communications from RyCo Wellness 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 give permission to RyCo Wellness 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 RyCo Wellness.

"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.

## **12. 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.
- 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.

## **14. After hours**

There is no after-hours availability. This Agreement is for ongoing primary care, not emergency or urgent care. If you are in need of healthcare after-hours and cannot wait until the next business day, please seek care at your nearest Urgent Care or Emergency room. Providers(s) at RyCo Wellness will need to take time off for vacation or CME; at which point we will not be available. We will communicate these absences in advance so that plans can be arranged should on-going care be needed during an absence.

## **13. Direct Primary Care (for those that sign up for DPC)**

This Direct Primary Care Agreement (the “DPC Agreement”) is applicable to members who are part of the Direct Primary Care program with RyCo Wellness.

If you enroll in the DPC Program, this DPC Agreement applies to you with respect to RyCo Wellness DPC Services for the duration of your enrollment in the DPC Program, or until you or the provider terminates participation in the DPC Program. You understand and agree that RyCo Wellness offers a defined set of DPC services as set forth below (the “DPC Services”) in exchange for a fee that is paid by you monthly. When you enroll in the RyCo Wellness DPC Program, you will have access to RyCo Wellness membership services listed below:

### **Primary Care**

- In-person or virtual care
- Mobile visits (at the provider’s discretion, with additional fee)
- Episodic/ Routine Care
- Chronic condition diagnosis/management outside including development of a personalized care plan and risk reduction plan
- Priority for same-day or next day visit

- Direct communication with the provider via phone, text, email 7am-8pm
- Covered in-office procedures and specialty consults

#### Care Management

- Care coordination
- Referral management
- FMLA/Short Term Disability Forms (etc)
- Prior-Authorizations

#### Risk Identification and Targeted Outreach

- Identify chronic risk and acute conditions
- Education regarding the clinic, its programs, and benefits
- Care gap analysis

#### Lifestyle Management

- Full physicals annually, including well-woman exams
- Lifestyle management evaluation, analysis, and guided behavior change

You acknowledge and agree that through its DPC Program, RyCo Wellness will provide only the limited scope of primary care DPC services that are specified in this DPC Agreement. You understand that the DPC Program is not a medical plan that constitutes or provides health insurance coverage under applicable state laws or the federal Patient Protection and Affordable Care Act, and does not meet any individual mandate required under federal law. If you are uninsured, you may still be subject to tax penalties for failing to obtain insurance pursuant to any individual mandate.

All fees associated with the DPC Services are charged to, and paid for by you and are not billed to your insurance carrier. A "Super-Bill" will be available upon request, should you wish to seek repayment from your insurance company on your own. You will be responsible for payment for all non-DPC services not specified in this DPC Agreement. Failure to pay the monthly membership fee will terminate membership and all non-membership service fees will apply to any services rendered.

You may cancel this DPC Agreement and your participation in the DPC Program by notifying the office in writing 30 days prior to cancellation. If you cancel your participation in the DPC Program, but wish to remain a patient you will be responsible to pay the fee-for-service rates at time of service. If you wish to participate in this program, please refer to the external form "Direct Primary Care Membership Agreement" which can be found on our website at [www.rycowellness.com](http://www.rycowellness.com).