

## **“Made Whole” Telehealth & Concierge Services, LLC DBA Made Well Again**

**THIS TELEHEALTH SERVICE AGREEMENT (the "Agreement") will go into effect, upon agreement to terms and conditions.**

**You (“The Client”)** and **“Made Whole” Telehealth & Concierge Services, LLC. (“The Contractor”)**.

### **BACKGROUND**

- A.** The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
- B.** The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

### **SERVICES PROVIDED**

- The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
- The Services will also include any other services the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

### **TERM OF AGREEMENT**

- The term of this Agreement (the "Term") will begin and will remain in full force and effect for one year at which time the TERM may be extended or terminated.
- Early cancellation prior to the end of the one-year term will result in an early cancellation fee of \$150.00.

### **PERFORMANCE**

- The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **COMPENSATION**

- The Contractor will charge the Client for the Services at the rate of the chosen package per month (the "Compensation").
- The Client will be invoiced/billed every month, or annual as selected upon signing by client
- Invoices submitted by the Contractor to the Client are due upon receipt and will be billed to payment method provided by Client at time of signing and client is responsible for updating through duration of contract.
- The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.
- The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.
- Late fees or insufficient fees of \$25.00 will be applied for incomplete transactions.

## **CONFIDENTIALITY**

- Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
- The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
- All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.
- **HIPAA NOTICE OF PRIVACY PRACTICES & CONSENT TO TELEHEALTH SERVICES**

As required by the Privacy Regulations Promulgated Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This Notice of Privacy Practices describes how we may use and disclose your protected health information (PHI) to carry out treatment, payment or health care operations (TPO) and for other purposes that are permitted or required by law. It also describes your rights to access and control your protected health information. "Protected health information" is information about you, including demographic information, that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services.

**Uses and Disclosures of Protected Health Information:** Your protected health information may be used and disclosed by our organization, our office staff and others outside of our office that are involved in your care and treatment for the purpose of providing health care services to you, to pay your health care bills, to support the operation of the organization, and any other use required by law.

**Treatment:** We will use and disclose your protected health information to provide, coordinate, or manage your health care and any related services. This includes the coordination or management of your health care with a third party. For example, we would disclose your protected health information, as necessary, to a home health agency that provides care to you. For example, your protected health information may be provided to a physician to whom you have been referred to ensure that the physician has the necessary information to diagnose or treat you.

**Payment:** Your protected health information will be used, as needed, to obtain payment for your health care services. For example, obtaining approval for equipment or supplies coverage may require that your relevant protected health information be disclosed to the health plan to obtain approval for coverage.

**Healthcare Operations:** We may use or disclose, as needed, your protected health information in order to support the business activities of our organization. These activities include, but are not limited to, quality assessment activities, employee review activities, accreditation activities, and conducting or arranging for other business activities. For example, we may disclose your protected health information to accrediting agencies as part of an accreditation survey. We may also call you by name while you are at our facility. We may use or disclose your protected health information, as necessary, to contact you to check the status of your equipment.

We may use or disclose your protected health information in the following situations without your authorization: As required by law, public health issues as required by law, communicable diseases, health oversight, abuse or neglect, food and drug administration requirements, legal proceedings, law enforcement, criminal activity, inmates, military activity, national security, and workers' compensation. **Required Uses and Disclosures:** Under the law, we must make disclosures to you and when required by the Secretary of the Department of Health and Human Services to investigate or determine our compliance with the requirements of Section 164.500.

Other permitted and required uses and disclosures will be made only with your consent, authorization or opportunity to object, unless required by law. You may revoke this

authorization, at any time, in writing, except to the extent that your physician or this organization has taken an action in reliance on the use or disclosure indicated in the authorization.

**Your Rights:** Following is a statement of your rights with respect to your protected health information. You have the right to inspect and copy your protected health information. Under federal law, however, you may not inspect or copy the following records: psychotherapy notes; information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding, and protected health information that is subject to law that prohibits access to protected health information.

You have the right to request a restriction of your protected health information. This means you may ask us not to use or disclose any part of your protected health information for the purposes of treatment, payment, or healthcare operations. You may also request that any part of your protected health information not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in this Notice of Privacy Practices. Your request must state the specific restriction requested and to whom you want the restriction to apply. Our organization is not required to agree to a restriction that you may request. If our organization believes it is in your best interest to permit use and disclosure of your protected health information, your protected health information will not be restricted. You then have the right to use another Healthcare Professional.

You have the right to request to receive confidential communications from us by alternative means or at an alternative location. You have the right to obtain a paper copy of this notice from us, upon request, even if you have agreed to accept this notice alternatively, e.g., electronically. You may have the right to have our organization amend your protected health information. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal.

You have the right to receive an accounting of certain disclosures we have made, if any, of your protected health information. We reserve the right to change the terms of this notice and will inform you by mail of any changes. You then have the right to object or withdraw as provided in this notice.

**Complaints:** You may complain to us or to the Secretary of Health and Human Services if you believe your privacy rights have been violated by us. You may file a complaint with us by notifying our privacy contact of your complaint. We will not retaliate against you for filing a complaint. We are required by law to maintain the privacy of, and provide individuals with, this notice of our legal duties and privacy practices with respect to protected health information, if you have any questions concerning or objections to this form, please ask to speak with our office by emailing, [info@madewellagain.com](mailto:info@madewellagain.com).

Associated companies with whom we may do business, such as an answering service or delivery service, are given only enough information to provide the necessary service to you. No medical information is provided.

- **CONSENT TO TELEHEALTH SERVICES**

Telehealth is typically an electronic transmission of data, using video calling, using technologies provided by the electronic health record, for improved patient access and convenience, which can result in a better patient care experience. During the communication, correct patient identification and confirmation of your practitioner and their credentials will be ensured.

Telehealth does have some considerations:

- The inability to have direct, physical contact with the patient is a primary difference between telehealth and direct in-person service delivery. The patient agrees that the practitioner determines whether the condition being diagnosed and/or treated is appropriate for a telemedicine encounter.
- The knowledge, experiences, and qualifications of the EHR providing data and information to the provider of the telehealth services need not be completely known to and understood by the practice. Our EHR (electronic health records) does take active and layered security measures with the use of telemedicine technologies.
- In addition, the quality of transmitted data may affect the quality of services provided by the provider. The patient agrees to hold the practitioner and “Made Whole” Telehealth & Concierge Services, LLC harmless for information lost due to technical failures.
- The practice may, in some cases, be required to forward patient-identifiable information to a third party, for instance upon request by your insurance company. This is not different than the requirements for other non-telehealth medical records.

## **CAPACITY/INDEPENDENT CONTRACTOR**

- In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

## **RIGHT OF SUBSTITUTION**

- Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third-party sub-contractor to perform some or all the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

- In the event the Contractor hires a sub-contractor (ex: specialty provider, counseling, imaging, and lab services):
  - the Contractor will pay the sub-contractor for its services set forth by the contract between the third-party and Contractor. In these cases, Compensation will remain payable by the Client to the Contractor.
  - for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

## **NOTICE**

- All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties email addresses provided at signing from:
  - “MadeWhole” Telehealth & Concierge Services, LLC
    - info@madewellagain.com

or to such other address as either Party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon being sent.

## **ENTIRE AGREEMENT**

- It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

## **ENUREMENT**

- This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

## **TITLES/HEADINGS**

- Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

## **GENDER**

- Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

## **GOVERNING LAW**

- This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

## **SEVERABILITY**

- In the event, that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

## **WAIVER**

- The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provision.