



## **Omni Health NP PLLC — Terms of Service and Patient Agreement**

100 Fisher Avenue #237  
White Plains, NY 10606  
Email: [connect@omnihealth.live](mailto:connect@omnihealth.live)

Please read this agreement carefully before using Omni Health NP PLLC services. By initiating and continuing to receive care, you agree to the terms outlined below.

### **1. Preamble**

This agreement explains how Omni Health NP PLLC (the Practice) provides care to patients. Omni Health NP PLLC offers men and women's health, metabolic optimization, medical weight loss management, hormone optimization, and clinical nutrition counseling for adults and teens ages 13 to 17 (with written parental or guardian consent). Services are available via telehealth only. These services are not intended to replace or serve as a substitute for emergency care, hospital services, or specialty medical care. **If you are experiencing an emergency, call 911 or go to the nearest emergency department.**

### **2. Scope of Services**

The Practice provides the following categories of care: medical weight loss programs including GLP 1 RA and GIP or GLP 1 RA based therapy (for example, semaglutide or tirzepatide); hormone replacement and optimization therapy; clinical nutrition and metabolic counseling; and health education and wellness planning. Ages served: adults (18 plus) and teens (13 to 17) with parental or guardian consent. Exclusions: no emergency, inpatient, or surgical services are provided. Referrals may be made when higher level care is needed.

### **3. Eligibility and Patient Responsibilities**

To receive care, you must provide complete and truthful medical information, including medication use and health history; upload valid photo identification and insurance information when requested; use telehealth responsibly and only for appropriate, non emergency needs; maintain courteous, respectful communication with clinical staff; and follow treatment recommendations, medication safety guidance, and follow up instructions. The Practice reserves the right to discontinue care in cases of noncompliance, abusive behavior, or misuse of services.

#### **4. Appointments, Payments, and Refunds**

Payment is due at the time of booking unless otherwise arranged. Cancellations made less than 24 hours before the scheduled appointment are subject to a 50 percent late cancellation fee. Missed appointments without notice (no shows) may incur full charges. No refunds are issued for services already rendered, including consultations, lab orders, or medication prescriptions. Once treatment planning, lab or medication ordering has begun, payment is considered earned. Receipts are available upon request for potential out of network reimbursement via FSA/HSA.

#### **5. Telehealth Use and Risks**

Telehealth appointments are conducted using secure, HIPAA compliant systems. While reasonable measures are taken to protect your privacy, you acknowledge that certain limitations exist with telehealth, including that physical examinations cannot be fully performed. Electronic data transmission carries inherent risks even when security protocols are maintained. You are responsible for ensuring a private, safe environment for your virtual consultation. Telehealth is not appropriate for emergencies or conditions that require immediate in person evaluation.

#### **6. Privacy and Confidentiality**

Omni Health NP PLLC complies with federal and state laws regarding the protection of Protected Health Information (PHI) under HIPAA. Your information is used solely for clinical care, billing, and regulatory compliance. For details on how PHI is collected, stored, and shared, refer to the Omni Health NP PLLC Privacy Policy and HIPAA Notice of Privacy Practices available on our website.

#### **7. Disclaimers of Liability**

The Practice provides medical care consistent with professional and ethical standards but does not guarantee specific results. The following are not substitutes for emergency or hospital based medical care: metabolic optimization, medical weight loss programs, hormone therapy, and nutrition counseling offered by this Practice; and telehealth consultations conducted through this Practice. You agree to seek immediate emergency assistance for chest pain, severe shortness of breath, sudden neurological symptoms, loss of consciousness, or any condition you believe to be life threatening.

#### **8. Arbitration, Jurisdiction, and Governing Law**

Any dispute, claim, or controversy arising out of or relating to these Terms of Service, treatment, or care shall be resolved by binding arbitration conducted in White Plains,

Westchester County, New York, pursuant to the rules of the American Arbitration Association (AAA). This arbitration requirement applies to the patient and their representatives, but Omni Health NP PLLC retains the right to pursue unpaid balances, collections, or injunctive relief through the court system. You may opt out of this arbitration clause within 30 days of signing this Agreement by submitting written notice to Omni Health NP PLLC at the address listed above. This Agreement is governed by the laws of the State of New York.

### **9. Acknowledgment and Acceptance**

By signing the acknowledgment of these terms of service and patient agreement on your intake forms, or by initiating services with Omni Health NP PLLC, you acknowledge that you have read, understand, and agree to these Terms of Service and Patient Agreement. You understand your rights and responsibilities as a patient and consent to receive care from Omni Health NP PLLC under these terms.