



Care and Service Agreement

1. Consent for Treatment

I voluntarily consent to outpatient care treatment and/or emergency treatment performed by all healthcare providers employed at ENDO Diabetes & Wellness (including but not limited to Dr. Nicolas Cuttriss). I also consent to routine diagnostic procedures and medical treatment deemed necessary by the health care providers treating me. I consent to the delivery of health-related services and information via telecommunications technologies, including without limitation, telephone, text messaging, e-mail, video and off location monitoring of conditions. I understand that the practice of medicine is not an exact science and that diagnosis and treatment may cause injury or even death. I acknowledge that no guarantees have been made regarding the outcome of the care discussed herein. I understand that I have the right to consent or to refuse to consent to any proposed procedure or treatment, and to discuss it with my healthcare provider. I acknowledge and agree that ENDO Diabetes & Wellness shall not be liable for the loss or damage to any money, valuables or my personal property during such outpatient care, treatment and/or emergency treatment.

2. Authorization for Release of Information

I have received a copy of the HIPAA Privacy Practices of Endo Diabetes & Wellness. I authorize all healthcare providers employed at ENDO Diabetes & Wellness (including but not limited to Dr. Nicolas Cuttriss) to utilize confidential medical/surgical or other information contained in my medical records as necessary for my medical care management, and quality of care review purposes, or to identify opportunities to participate in a research study. I further authorize the release and discharge of such confidential information to my insurance company or other health coverage plan as necessary for prior-authorizations and my medical care management, claims, and quality review activities conducted by such company, plan, or its designees. This authorization includes the release of an Acquired Immunodeficiency Syndrome (AIDS) diagnosis or a positive Human Immunodeficiency Virus (HIV) antibody test result, alcohol and/or drug abuse information, genetic testing, congenital disorders, and mental health information. I understand this authorization for release of information can be revoked by me in writing at any time but only with respect to the proposed treatment and not with respect to care and treatment that has already been rendered to me. I understand communication via Telehealth (email, text, phone, video conference) may be subject to

3. Payment Agreement

ENDO Diabetes & Wellness does not currently maintain contracts or participate with insurance providers. I understand there is an annual practice fee (\$600) per calendar year and that this annual fee is in addition to any in-person fee-for-services. I understand that payment of all medical care and services is due promptly upon receipt of invoice from ENDO Diabetes & Wellness. All charges not paid within forty-five (45) days of the invoice date shall be assessed late charges. A sample of services and related charges is attached hereto. The attached sample of services and charges is meant as an example of services and estimated charges only. Inquiry should be made as to the exact charge for services the patient intends to receive prior to the patient's consenting to receive such services. As a courtesy, ENDO Diabetes & Wellness may submit a copy of the bill for services rendered to you to submit to your insurance company. Reimbursement of any service provided is at the discretion of your insurance company under the terms of your agreement with your insurance company. I further agree, subject to state or federal law, to pay all costs, attorney fees, expenses and interest accrued in the event that ENDO Diabetes & Wellness takes action to collect on any invoice because of my failure to promptly pay in full all incurred charges. I understand that I may receive one or more separate bills for certain professional services that are provided by separate independent entities and individuals in connection with my treatment at ENDO Diabetes & Wellness, and I further understand that the entities and individuals performing such professional services will have their own billing and collection practices and may send separate bills for which I am responsible and I agree to pay.



4. Consent to Use Electronic Communication

ENDO Diabetes & Wellness has offered to communicate using the following means of electronic communication ("the Services"): Email, Text messaging (including instant messaging), e-Fax, Videoconferencing (including Skype®, FaceTime®), Text messaging (including instant messaging), Electronic Health Records (including PatientFusion®), Zoom® videoconferencing, Cloud data sharing platforms (such as but not limited to Nightscout, Clarity®, CareLink®, Glooko®, Tidepool®). I acknowledge and fully understand the risks, limitations, and use of the selected electronic communications associated with the use of the Services in communications with ENDO Diabetes & Wellness and I consent to the conditions and will follow the instructions outlined in the Appendix, as well as any other conditions that ENDO Diabetes & Wellness may impose on communications with patients using the Services. I acknowledge and understand that despite recommendations that encryption software be used as a security mechanism for electronic communications, it is possible that communications with ENDO Diabetes & Wellness when using the Services may not be encrypted. Despite this, I agree to communicate with ENDO Diabetes & Wellness using these Services with a full understanding of the risk. I acknowledge that either I or ENDO Diabetes & Wellness may, at any time, withdraw the option of communicating electronically through the Services upon providing written notice. Any questions I had have been answered.

[signatures found on the following page]

PATIENT NAME (LAST NAME, FIRST NAME)

PATIENT DATE OF BIRTH

I have read this form, and by signing this form I understand and agree to the content thereof.

X _____
Patient signature
(or parent/guardian/other authorized person if patient is a minor,
mentally incompetent, or physically unable to sign this form)

Date: _____

X _____
Printed name and relationship of person signing form to the
Patient (if person signing the form is not the patient)

X _____
Witness to signature

Reason patient is unable to sign
(i.e., patient is a minor, mentally incompetent, or physically unable to sign this form)



Optional:

I hereby withdraw this consent

X _____ Date: _____
Patient signature
(or parent/guardian/other authorized person if patient is a minor,
mentally incompetent, or physically unable to sign this form)

X _____ **X** _____
Printed name and relationship of person signing form to the Patient (if person signing the form is not the patient) Witness to signature

Reason patient is unable to sign
(i.e., patient is a minor, mentally incompetent, or physically unable to sign this form)



Appendix: Consent to Electronic Communication

ENDO Diabetes & Wellness will use reasonable means to protect the security and confidentiality of information sent and received using the Services ("Services" is defined on page one in Consent to use electronic communications). However, because of the risks outlined below, ENDO Diabetes & Wellness cannot guarantee the security and confidentiality of electronic communications:

- Use of electronic communications to discuss sensitive information can increase the risk of such information being disclosed to third parties.
- Despite reasonable efforts to protect the privacy and security of electronic communication, it is not possible to completely secure the information.
- Employers and online services may have a legal right to inspect and keep electronic communications that pass through their system.
- Electronic communications can introduce malware into a computer system, and potentially damage or disrupt the computer, networks, and security settings.
- Electronic communications can be forwarded, intercepted, circulated, stored, or even changed without the knowledge or permission of the Physician or the patient.
- Even after the sender and recipient have deleted copies of electronic communications, back-up copies may exist on a computer system.
- Electronic communications may be disclosed in accordance with a duty to report or a court order.
- Videoconferencing using services such as Zoom®, Skype® or FaceTime® may be more open to interception than other forms of videoconferencing.

If the email or text is used as an e-communication tool, the following are additional risks:

- Email, text messages, and instant messages can more easily be misdirected, resulting in increased risk of being received by unintended and unknown recipients.
- Email, text messages, and instant messages can be easier to falsify than handwritten or signed hard copies. It is not feasible to verify the true identity of the sender, or to ensure that only the recipient can read the message once it has been sent.

Conditions of using the Services:

- While ENDO Diabetes & Wellness will attempt to review and respond in a timely fashion to your electronic communication, ENDO Diabetes & Wellness cannot guarantee that all electronic communications will be reviewed and responded to within any specific period of time. The Services will not be used for medical emergencies or other time-sensitive matters.
- If your electronic communication requires or invites a response from ENDO Diabetes & Wellness and you have not received a response within a reasonable time period, it is your responsibility to follow up to determine whether the intended recipient received the electronic communication and when the recipient will respond.
- Electronic communication is not an appropriate substitute for in-person or over-the-telephone communication or clinical examinations, where appropriate, or for seeking emergent medical attention (by calling 911 or visiting nearest Emergency Department when needed). You are responsible for following up on electronic communication and for scheduling appointments where warranted.
- Electronic communications concerning diagnosis or treatment may be printed or transcribed in full and made part of your medical record. Other individuals authorized to access the medical record, such as staff and billing personnel, may have access to those communications.
- You agree to inform ENDO Diabetes & Wellness of any types of information you do not want sent via the Services. You can add to or modify to them at any time by notifying the Physician in writing.
- Some Services might not be used for therapeutic purposes or to communicate clinical information. Where applicable, the use of these Services will be limited to education, information, and administrative purposes.



- ENDO Diabetes & Wellness is not responsible for information loss due to technical failures associated with your software or internet service provider.

Instructions for communication using the Services:

To communicate using the Services, you must:

- Reasonably limit or avoid using an employer's or other third party's computer.
- Inform ENDO Diabetes & Wellness of any changes in the patient's email address, mobile phone number, or other account information necessary to communicate via the Services.

If the Services include email, instant messaging and/or text messaging, the following applies:

- Include in the message's subject line an appropriate description of the nature of the communication (e.g. "prescription renewal"), and patient's full name in the body of the message.
- Review all electronic communications to ensure they are clear and that all relevant information is provided before sending to the physician.
- Provide confirmation of receipt of clinical-related electronic communications from ENDO Diabetes & Wellness, such as by a reply message or allowing "read receipts" to be sent.
- Take precautions to preserve the confidentiality of electronic communications, such as using screen savers and safeguarding computer passwords.
- Withdraw consent only by email or written communication to ENDO Diabetes & Wellness.
- If you require immediate assistance, or if your condition appears serious or rapidly worsens, you should not rely on the Services. Rather, you should call ENDO Diabetes & Wellness, or take other measures as appropriate, such as calling 911 or going to the nearest Emergency Department or urgent care clinic.



Sample Services & Price List

The following is a sample of services and related charges. This sample of services and charges is meant as an example of services and estimated charges only. Inquiry should be made as to the exact charge for services the patient intends to receive prior to the patient's consenting to receive such services.

DIABETES SERVICES

Price

Initial Visit Consultation (1 to 2 hours)- New Patients

\$450

- Comprehensive review of medical records
- Detailed and thorough history & physical exam
- Interpretation & review of laboratory results after visit (laboratory fees are responsibility of patient and/or third party insurers)
- Recommendations and prescriptions, including diabetes technology (insulin pump, continuous glucose meter, and artificial pancreas closed loop/hybrid-closed loop systems)

Follow-up In-Person/Telehealth Consultations (~60 min)- Established Patients

\$350

OTHER (NON-DIABETES) PEDIATRIC ENDOCRINE CONDITIONS & SERVICES

Price

Initial Visit Consultation (1 to 2 hours)- New Patients

\$450

- Comprehensive review of medical records
- Detailed & thorough history and physical exam
- Interpretation & review of laboratory results after visit (laboratory fees are responsibility of patient and/or third party insurers)
- Recommendations and prescriptions

Follow-up In-Person/Telehealth Consultations (~30-60 min)- Established Patients

\$350

ANNUAL PRACTICE FEE

Price

Annual Comprehensive Management Practice Fee (required for all patients)

There is an annual practice fee of \$600 that is due at the time of your initial appointment, which can also be paid in monthly installments if requested. The annual practice fee is in addition to any in-person or telehealth fee-for-services. The fee is due at the beginning of each calendar year after the initial consultation

\$600/year
(calendar year)

- Brief phone/telehealth follow-up care as requested to review lab results, questions, or other relevant clinical questions. For patients with diabetes, includes review and evaluation of Continuous Glucose Monitoring (CGM) and other diabetes self-management downloads, logs, and/or cloud sharing applications
- Interpretation & review of laboratory results after visit (laboratory fees are responsibility of patient and/or third party insurers)
- Unlimited 24-7 on-call cell phone access to physician
- Unlimited personal email access to physician
- Prescription(s) refills, prior authorizations and support (including but not limited to growth hormone)
- Online or phone appointment scheduling
- School/work forms and visit to school if requested (agreeable time to be coordinated)
- Follow-up in-person consultations are additional fee-for-service (minimum 1 in-person visit per calendar year to remain in practice)

Note: Monthly fee does not include initial consultation fee for new patients (\$450) or follow-up in-person consultation fees (\$350 per visit). ENDO Diabetes & Wellness will submit prior authorization requests and appeals if necessary for medications and durable medical supplies but cannot guarantee coverage.

BILLING & INSURANCE POLICY

ENDO Diabetes & Wellness does not currently maintain contracts or participate with insurance providers. Patients are responsible for promptly directly paying **ENDO Diabetes & Wellness** for all medical care and services. As a courtesy, **ENDO Diabetes & Wellness** may submit a copy of the bill for services rendered to your insurance company. Reimbursement of any service provided (including monthly review of Continuous Glucose Monitoring) is at the discretion of your insurance company under the terms of your agreement and does not and will not impact the amount due to ENDO Diabetes & Wellness for added services provided hereunder.

Care & Service Agreement- ENDO Diabetes & Wellness