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## THRIVE ESSENTIALS MEDICAL WEIGHT LOSS PATIENT AGREEMENT

This is an Agreement between Auburn Direct Primary Care, LLC. (Practice), an Alabama LLC doing business as New Leaf Online, located at 440-A N Dean Road, Auburn AL, 36830, Dr. Kyle Adams (Physician) in his capacity as an agent of Auburn Direct Primary Care, LLC, and you, (Patient).

Background The Physician, practices family medicine, delivers care on behalf of Practice in Auburn, Alabama. In exchange for certain fees paid by You, Practice, through its Physician(s), agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement. The practice website is [newleafonline.com](http://newleafonline.com).

### Definitions

1. Patient. A patient is defined as those persons for whom the Physician has agreed to provide Services, and who have accepted this agreement electronically.
2. Services. As used in this Agreement, the term Services, shall mean a package of ongoing virtual medical weight loss services under the Thrive Essentials program. This includes weight loss medication management, regular follow-ups with licensed providers, access to the New Leaf Online app (self-guided), and access to the New Leaf Online patient portal. The Patient will be provided with methods to contact the practice via phone, email, and other methods of electronic communication. Practice will make every effort to address the needs of the Patient in a timely manner, but cannot guarantee availability, and cannot guarantee that the patient will not need to seek treatment in the primary care, urgent care, or emergency department setting. The services included in this agreement pertain to Practice's Medical Weight Loss Program only, and do not include primary care services.
3. Fees. In exchange for the services described herein, Patient agrees to pay Practice, the amount as set forth in Appendix 1, attached.
4. Non-Participation in Insurance. Patient acknowledges that neither Practice, nor the Physicians participate in any health insurance or HMO plans. Neither the Practice nor Physicians make any representations regarding third party insurance reimbursement of fees paid under this Agreement. The Patient shall retain full and complete responsibility for any such determination. You agree not to bill Medicare or attempt Medicare reimbursement for any services performed for you by the Physician.
5. Insurance or Other Medical Coverage. Patient acknowledges and understands that this Agreement is not an insurance plan, and not a substitute for health insurance or other health plan coverage (such as membership in an HMO). It will not cover hospital

Phone: 334-209-2339

Fax: 334-744-6240

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- services, or any services not personally provided by Practice, or its Physicians. Patient acknowledges that Practice has advised that patient obtain or keep in full force such health insurance policy(ies) or plans that will cover Patient for general healthcare costs. Patient acknowledges that THIS AGREEMENT IS NOT A CONTRACT THAT PROVIDES HEALTH INSURANCE, in isolation does NOT meet the insurance requirements of the Affordable Care Act, and is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry. Patient agrees NOT to submit any charges from Practice to Medicare or Medicaid for reimbursement.
6. Term. This Agreement will commence on the date it is accepted electronically by the Patient and will extend based on the billing cycle selected at enrollment (4-week, 12-week, or 24-week) and automatically renew for successive periods of the same duration. Notwithstanding the above, both Patient and Practice shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination. The Patient or the Practice may terminate the agreement with twenty-four hours prior written notice. Unless previously terminated as set forth above, the Agreement will automatically renew upon the payment of the periodic membership fee at the beginning of each new billing cycle.
  7. Privacy & Communications. You acknowledge that communications with the Practice using e-mail, facsimile, video chat, instant messaging, text messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. You agree that, for the sake of expediency of communication, the Physician and Practice may communicate with you, including the transmission of protected health information, via one or more of these non-secure means.
  8. Severability. If for any reason any provision of this Agreement shall be deemed, by a court of competent jurisdiction, to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the Agreement shall not be affected, and that provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.
  9. Reimbursement for Services if Agreement is Invalidated. If this Agreement is held to be invalid for any reason, and if Practice is therefore required to refund all or any portion of the membership fees paid by Patient, Patient agrees to pay Practice an amount equal to the fair market value of the Services actually rendered to Patient during the period of time for which the refunded fees were paid.
  10. Assignment. This Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient.

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11. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Alabama and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the Practice address in Auburn, Alabama.
12. Patient Understandings:
- a. This Agreement is for ongoing medical weight loss services and is NOT a medical insurance agreement.
  - b. I do NOT have an emergent medical problem at this time.
  - c. I do NOT expect the practice to file or fight any third party insurance claims on my behalf.
  - d. This agreement does NOT entitle me to receive in-person office services.
  - e. This agreement is for medical weight loss services only and does NOT entitle me to receive primary care services.
  - f. I am responsible for the full membership fee even if I do not utilize services.
  - g. My membership fee and any other outstanding balance will automatically be drafted from the credit or debit card I have provided to the Practice on an automatic, recurring basis unless or until my membership is canceled in writing by myself or the Practice.
  - h. Membership fees and enrollment fees are nonrefundable.
  - i. In the event I fail to pay the full monthly membership fee for two consecutive months, my membership will be terminated, and I will receive no further services from the Practice.
  - j. Compound medications, such as Semaglutide and Tirzepatide, are not FDA approved and do have the potential to cause sometimes serious side effects.
  - k. Brand name or compounded medications may cause side effects, including but not limited to nausea, vomiting, constipation, and in rare cases pancreatitis or gastroparesis.
  - l. I agree to notify my Provider of any side effects in a timely fashion. If my Provider is unavailable, and I have severe side effects, I agree to call 911 immediately.
  - m. In the event I have a complaint about the Practice I will first notify the Practice directly.
  - n. I am enrolling myself in the practice voluntarily.
  - o. I may receive a copy of this document upon request.
  - p. This Agreement is non-transferable.

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## APPENDIX 1 Thrive Essentials Periodic Fees

This Agreement is for ongoing medical weight loss services under the Thrive Essentials program. This Agreement is NOT HEALTH INSURANCE and is NOT A HEALTH MAINTENANCE ORGANIZATION. The Patient may need to use the care of primary care doctors, specialists, emergency rooms, and urgent care centers that are outside the scope of this Agreement.

### Fee Schedule

Thrive Essentials Membership Fee (auto-renews based on selected cycle):

- 4-week: \$99
- 12-week: \$247
- 24-week: \$469

Fees are billed at the start of each cycle. No refunds are provided for early termination. Membership continues unless written notice is received from the Patient, even if services are not used. The patient must provide a credit card, debit card, or bank account number to the Practice to be kept on file for automatic billing.

After-Hours Visits: There will be no after-hours communications or availability. This agreement is for ongoing medical weight loss services, not emergency or urgent care.

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### **New Leaf Online Notice of Privacy Practices**

The Health Insurance and Portability and Accountability Act (HIPAA), initiated in 1996 was touted as the most significant legislation affecting the health care industry since the creation of the Medicare and Medicaid programs in 1965. HIPAA regulations focused on incorporating the Notice of Privacy Practices into routine business procedures. With the onset of electronic communication and electronic health records, HIPAA was updated in 2009 with the enactment of Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reimbursement Act (HITECH). On January 17, 2013, the U.S. Department of Health and Human Services issued its final rule modifications related to HITECH. The legislation is known as the Omnibus Final Rule and focuses on greater accountability of covered entities and their business associates for ensuring the security of patient's personal health information.

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. New Leaf Online is committed to your personal well being. Protecting the privacy and security of the information you share with us is included in that commitment. While we do not sell, fundraise or trade any information to third parties, we may share information with entities such as your insurance company or lab as part of our routine and necessary business operations. We do this with the utmost care and sensibility. This notice is being provided to explain how your personal healthcare information is used, and your rights to review, amend and/or request limitations on the disclosure of this information.

#### **I. Definitions:**

- A. Disclosure means the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.
- B. Healthcare means care or service related to the health of an individual. Healthcare includes, but is not limited to, diagnostic, therapeutic, rehabilitative care and the sale or dispensing of a drug, equipment, or other item in accordance with a prescription.
- C. Protected Health Information means any individually identifiable health information, whether oral, electronic, or recorded in any form, that is created and relates to the past, present, or future physical or mental health, condition or care of an individual.

**II. Your Rights to Privacy and Disclosure:** You have the right to request restriction of uses and disclosures of your Protected Health Information as outlined below. However, there are some instances where New Leaf Online is not required to agree to a requested restriction.

A. At the time you initially receive service at New Leaf Online; you may request that New Leaf Online restrict the use or disclosure of your Protected Health Information to carry out treatment, payment, or healthcare operations. To request a restriction of your information, contact a New

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Leaf Online staff member and say that you want to restrict the release of all or part of your information.

B. You can request to receive confidential communications concerning your health information. To receive your information confidentially, contact a New Leaf Online staff member and direct them to how and where you wish to receive your information.

C. You can inspect and obtain a copy of your protected health information/medical record, unless otherwise protected by law. Contact our staff to make a request.

D. You can obtain a copy of this notice at any time. You will receive one at the time of service if requested.

E. You can amend your protected health information by contacting our staff. We cannot destroy or otherwise remove the original information, but you may request staff to add/amend information in your record pursuant to New Leaf Online's policy.

F. You can request an accounting of our disclosures of your protected health information, unless protected by law, by contacting our staff.

G. You have the right as the individual to be notified following a breach of unsecured Protected Health Information.

H. You have the right to restrict certain disclosures of Protected Health Information to a health plan where the individual pays out of pocket in full for the health care item or service.

I. Other uses and disclosures not otherwise described in the Notice of Privacy Practices will be made only with authorization from the individual.

III. Permitted Disclosures: New Leaf Online may not use or disclose protected health information, except as permitted or required by law. The following are permitted uses and disclosure under current laws. We can release information to the following unless otherwise restricted by law: A. to the patient and/or the personal representative of the patient to whom the information pertains B. to New Leaf Online's business associates or other healthcare providers, to carry out treatment, payment, or healthcare operations purposes C. to anyone in compliance with an authorization completed by the patient or patient's representative, such as that from a healthcare provider regarding psychotherapy notes D. to others as permitted by and in compliance with some other law or regulation such as those that require us to make certain reports to health oversight agencies. Individually identifiable health information is frequently shared with the following types of entities for purposes related to the function and operation of a healthcare facility or physician practice: \* Consulting physicians \* Health insurance companies \* Managed care organizations \* Home Health Care \* Health benefit managers \* State/Federal agencies \* Clinical laboratories \* Contracted Business Associates. This information is released for the purposes of ensuring continuity of care, billing, to conduct quality assessment and improvement activities, and reviewing the competence or qualifications of healthcare professionals. We may also use information to contact you and provide appointment reminders

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and information about treatment alternatives or other health related benefits and services. We may contact you to request funds for New Leaf Online's programs and services. The Federal Health Insurance Portability and Accountability Act (HIPAA) established federal guidelines that require New Leaf Online to maintain the privacy of your protected health information. It also requires New Leaf Online to provide you with this Notice of our legal duties and privacy practices with respect to your health information. Further, New Leaf Online is required to abide by the terms of this Notice and to make the new provisions effective for all protected health information that we maintain. In the event we make changes to this Notice, we will make the changes apparent in the new document, post the changes in a prominent place within our facilities and include them on our website ([www.newleafonline.com](http://www.newleafonline.com)). We will not individually notify every past patient, but will attempt to abide by the requirements of the Notice in effect at the time of your healthcare.

IV. Questions or Complaints: Should you have any questions about this Notice, please contact our staff at 334-246-1079. You may lodge a complaint/grievance relevant to any portion of the Notice provisions. It will be reviewed under the terms and parameters of our grievance process. At no time will you be subject to retaliation for filing a complaint. You may also forward your complaint to the Secretary of Health and Human Services in Washington, D.C.

V. Effective date: HIPAA provisions set forth in this Notice took effect on April 14, 2003. HITECH provisions set forth in this Notice took effect on February 17, 2009. HIPAA Omnibus Final Rule provisions set forth in this Notice took effect on January 17, 2013. This Notice is provided to you on behalf of New Leaf Online and their medical staff.

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### Permission for Telehealth Visits

#### What is telehealth?

Telehealth is a way to visit with healthcare providers, such as your doctor or nurse practitioner.

You can talk to your provider from any place, including your home. You don't go to a clinic or hospital.

#### How do I use telehealth?

- You talk to your provider by phone, computer, or tablet.
- Sometimes, you use video so you and your provider can see each other.

#### How does telehealth help me?

- You don't have to go to a clinic or hospital to see your provider.
- You won't risk getting sick from other people.

#### Can telehealth be bad for me?

- You and your provider won't be in the same room, so it may feel different than an office visit.
- Your provider may make a mistake because they cannot examine you as closely as at an office visit. (We don't know if mistakes are more common with telehealth visits.)
- Your provider may decide you still need an office visit.
- Technical problems may interrupt or stop your visit before you are done.

#### Will my telehealth visit be private?

- We will not record visits with your provider.
- If people are close to you, they may hear something you did not want them to know. You should be in a private place, so other people cannot hear you.
- Your provider will tell you if someone else from their office can hear or see you.
- We use telehealth technology that is designed to protect your privacy.
- If you use the Internet for telehealth, use a network that is private and secure.
- There is a very small chance that someone could use technology to hear or see your telehealth visit.

#### What if I try telehealth and don't like it?

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- You can stop using telehealth any time, even during a telehealth visit.
- If you decide you do not want to use telehealth again:
  - call 334-209-2339 and say you want to stop, **OR**
  - Send an email to [patients@newleafonline.com](mailto:patients@newleafonline.com) and say you want to stop.
  - It will be as if you never signed this form.

**Do I have to agree to this document?**

No. Only agree to this document if you want to use telehealth.

**What does it mean if I agree to this document?**

If you agree to this document, you agree that:

- You were given the opportunity to talk about the information in this document.
- We answered all your questions.
- You want a telehealth visit.

If you request a copy of this document, we will give you a copy.

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