



Rogue Physical Therapy & Wellness, Inc.

Individual In-Person & Remote Wellness Services Policies & Procedures

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We're excited to be working with you! At Rogue Physical Therapy & Wellness, Inc., we strive to create a safe and nurturing community to foster health, happiness, and wellbeing through exercise, education and empowerment. We believe in a holistic approach consisting of exercise, mindfulness, breath, nutrition, and positive thinking. Welcome!

Please carefully review this document and, if you agree, sign and date below. They set forth the terms of our relationship while you receive Individual Wellness Services, including remote, from us.

SCOPE OF WELLNESS SERVICES – WELLNESS IS NOT PHYSICAL THERAPY

Although our principal is a licensed physical therapist, Individual Wellness Services are not physical therapy. Wellness Services may include assistance with locating wellness resources and medical providers; developing, monitoring, or supervising physical training, exercise or fitness programs; education and instruction regarding the use of exercise equipment or techniques; fitness coaching; and rendering advice relating to any of the aforementioned subjects or related issues such as diet.

Expressly excluded from such services is the rendering of physical therapy. If you need such treatment, or we determine that you need such treatment, we will discuss your options.

Nothing in this policy is intended to limit us from employing appropriate and lawful physical therapy techniques that we are educated and licensed to perform. Conversely, nothing in this policy is intended to expand the scope of our practice for any activity, treatment, or consultation for which we are unlicensed, unqualified, or not lawfully permitted to provide.

NOT MEDICAL ADVICE & NO PROVIDER-PATIENT RELATIONSHIP

Wellness Services do *not* constitute medical or healthcare advice and do not create a provider-patient relationship between you and us. If you have concerns about any medical condition, diagnosis, or treatment, you should personally consult with a licensed healthcare provider.

The techniques, poses, postures, routines, and exercises may not be appropriate for everyone. Consult with your doctor if you have concerns about any medical condition, diagnosis, or treatment. In case of emergency, call 911.

COMMUNICATIONS POLICY

By providing us with your contact information, or by initiating communication with us by email or text message, you authorize us to call, leave voicemails, and send text messages using that information. We will use this information for non-marketing purposes, including reminders,

invoicing updates, and addressing questions. You further understand and agree that communicating with us by unencrypted emails and text messages may not be secure.

EXAMINATION OF WELLNESS SERVICES RECORDS

To receive a copy of your Wellness Services records, please provide a written request and authorization. Please note that copy, postage, shipping, scanning, and digital storage device fees may apply.

SELF-PAY FOR WELLNESS SERVICES

Wellness Services are not-covered under Medicare and most insurance. You are solely responsible for contacting your insurance company to ask if the payments you make to us will be reimbursable to you. If any, the amount of reimbursement you receive will vary between plans and companies. This means that you will be responsible for 100% of the cost at the time of service, and you will most likely *not* be reimbursed.

INDEMNIFICATION & ASSUMPTION OF RISK

As a condition for receiving Individual Wellness Services, including remote, you agree to indemnify us against all claims, liabilities, losses, damages, suits, costs, and expenses (including reasonable attorney's fees) to the greatest extent permitted by law and as they relate to your failure to follow our instructions, communicate to us about any problems you encounter during our services, or update us about changes to your health, and you agree to assume all risk of property damage, injury, or death associated with such failures.

NO WARRANTY

Although we aim to provide useful and correct guidance, we make no warranty as to the effectiveness of our Individual Remote Wellness Services for you. Further, we believe the information on our websites, brochures, flyers, and information packets are accurate. However, we cannot guarantee such accuracy as we are not the originators of the underlying data used in the interpretation. Accordingly, we disclaim all liability to any party for any direct, indirect, implied, punitive, special, incidental, or other consequential damages arising directly or indirectly from our Individual Remote Wellness Services. Individual Remote Wellness Services are provided as-is, without additional warranty.

INFORMED CONSENT FOR WELLNESS SERVICES

Although we are licensed physical therapists, rendering Wellness Services does not constitute the practice of physical therapy or any other service for which a state licensure is required. Wellness Services are based upon our proficiency in and knowledge of how to help clients set and reach their goals.

Summary of Remote Wellness Services

PRIVACY AND SECURITY OF REMOTE TECHNOLOGY

Remote technology platforms incorporate network and software security protocols to protect your confidentiality. Consistent with privacy laws, our technology includes safeguards intended to secure and ensure the integrity of client information.

We utilize technology that: (i) complies with the relevant safety laws, rules, regulations, and codes for technology and technical safety for devices that interact with clients; and (ii) offers sufficient quality, size, resolution, and clarity such that we believe we can safely and effectively provide Individual Remote Wellness Services. Although you are not receiving medical care from us, we work to comply with applicable state and federal laws, which may still require us to protect the confidentiality and privacy of certain medical and personal information. We have implemented policies to ensure our compliance with these requirements.

BENEFITS, RISKS, AND ALTERNATIVES

We strive to explain the benefits, risks, and alternatives to you about Individual Remote Wellness Services.

Benefits. Technology platforms can facilitate high-quality Individual Remote Wellness Services in a convenient and effective manner.

Risks. The risks may include, but are not limited to, the following: (i) information transmitted may not be sufficient (for example, poor resolution of images); (ii) technical deficiencies or failures; and (iii) your information could be accessed, or intercepted by an unauthorized person.

Alternatives. You can always choose not to receive Individual Remote Wellness Services.

AGREEMENT & INFORMED CONSENT

Your signature (or e-signature) below confirms your understanding of and agreement to the below statements:

Agreement to Terms: You have read and understand this entire document and agree to be bound by each and every part, have truthfully and to the best of your knowledge provided the information requested, and agree to update us of any changes to your health.

- ✓ Wellness Services and their risks and benefits (if any) have been explained to me;
- ✓ Wellness Services may not have the result that I expect, and I have been informed as to other possible services that may provide me a benefit;
- ✓ Wellness Services are not an exact science, and that I have not been given any guarantees about the result;
- ✓ I have had ample opportunity and time to discuss my concerns with any healthcare provider, and all my questions have been answered to my satisfaction;
- ✓ Wellness Services do not include physical therapy.

- ✓ Wellness Services may be provided remotely, including by phone, email, fax, Skype, VoIP, and the like.
- ✓ **Recording:** As a condition of participation in the Individual Remote Wellness Services, you warrant and guarantee that you will not record, capture, screenshot, or otherwise engage in any electronic motion picture or photographic acquisition of the Individual Remote Wellness Services

You, the undersigned client, acknowledge and agree that we will render the services described to you. You hereby consent to receive Individual Remote Wellness Services.

As provided above, we have explained the services that you, the undersigned, will receive, as well as the material risks, benefits, and alternatives. You, the undersigned, agree and acknowledge that:

- The Individual Remote Wellness Services may not have the results that you expect or desire; and
- You have not been given any guarantees about the outcome of the Individual Remote Wellness Services.

You have been offered ample time and opportunity to discuss your concerns, and all of your questions have been answered to your satisfaction. This document may be electronically signed. Electronic signatures are the same as handwritten signatures for the purposes of validity.

Client printed name: _____

Client signature: _____ **Date signed:** _____

- ✓
- ✓ Effective August 29, 2020