



## Omnibodied NP PLLC — Terms of Service and Patient Agreement

**Address:**

100 Fisher Avenue #237  
White Plains, NY 10606

**Email:** [connect@omnihealth.live](mailto:connect@omnihealth.live)

Please read this Agreement carefully before using the services of **Omni Health, Shatika James, DNP, NP in Family Health PLLC**, a New York professional limited liability company, **doing business as Omni Health NP and Omnibodied NP**.

By accessing, initiating, or continuing to receive services, you acknowledge that you have read, understood, and agree to be bound by the terms outlined below.

### 1. Preamble

This Agreement explains how Omni Health NP PLLC provides services to patients, clients, and consulting partners. The Practice offers primary and preventive care, urgent care for non-life-threatening conditions, medical weight management, hormone optimization, clinical nutrition counseling, and consultative clinical review services.

Clinical services are delivered via telehealth only and are **not intended to replace or serve as a substitute for emergency care, hospital services, or specialty medical care**. If you are experiencing a medical emergency, you should call 911 or proceed to the nearest emergency department immediately.

## 2. Scope of Services

The Practice provides the following categories of services, subject to licensure and clinical appropriateness:

- Primary and preventive care
- Urgent care for minor or non-life-threatening conditions
- Medical weight management, including GLP-1 and GIP/GLP-1-based therapies (e.g., semaglutide, tirzepatide)
- Hormone replacement and optimization therapy
- Clinical nutrition and metabolic counseling
- Health education and wellness planning

### **Ages served:**

Adults (18+) and adolescents ages 13–17 with written parental or legal guardian consent.

### **Exclusions:**

The Practice does not provide emergency, inpatient, surgical, or hospital-based services. Referrals may be made when a higher level of care is clinically indicated.

### **Consultative & Advisory Services Disclaimer**

Certain services offered by Omni Health NP PLLC and/or Omnibodied are **consultative or advisory in nature** and are provided for informational, educational, and clinical interpretation purposes only.

These services **do not establish a provider-patient relationship unless explicitly stated**, do not replace care from a treating clinician, and do not include diagnosis, prescription, or ongoing medical management unless separately contracted and permitted by applicable licensure.

Any recommendations, interpretations, or reports provided are intended to support informed decision-making and must be reviewed and implemented, where appropriate, by the individual's treating healthcare provider(s).

## 3. Eligibility and Patient Responsibilities

To receive services, you agree to:

- Provide complete, accurate, and truthful medical and personal information
- Disclose current medications, supplements, and relevant medical history
- Provide valid identification and insurance information when requested
- Use telehealth services responsibly and only for appropriate, non-emergency needs

- Maintain respectful and professional communication with clinical and administrative staff
- Follow treatment recommendations, medication guidance, and follow-up instructions

You acknowledge that clinical services are provided only when permitted by applicable licensure and regulatory requirements, and that you must be physically located in a jurisdiction where the Practice is authorized to provide such services at the time of any clinical encounter.

The Practice reserves the right to decline or discontinue services in cases of noncompliance, misuse of services, abusive behavior, or when continuation of services is not clinically or professionally appropriate.

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

Payment is due at the time of booking unless otherwise arranged in writing.

- Cancellations made less than 24 hours before a scheduled appointment may incur a **50% late cancellation fee**
- Missed appointments without notice (“no-shows”) may be charged the full appointment fee
- No refunds are issued for services already rendered, including consultations, clinical reviews, lab orders, or prescriptions

Once treatment planning or clinical review has begun, payment is considered earned. Receipts or superbills may be provided upon request for potential out-of-network reimbursement; reimbursement is not guaranteed.

#### 5. Telehealth Use and Risks

Telehealth services are conducted using secure, HIPAA-compliant technology. While reasonable safeguards are implemented, you acknowledge that telehealth has inherent limitations, including the inability to perform comprehensive physical examinations.

Electronic data transmission carries inherent risks despite security measures. You are responsible for ensuring a private, safe environment during telehealth encounters.

Telehealth is **not appropriate for emergencies** or conditions requiring immediate in-person evaluation.

## 6. Privacy and Confidentiality

Omni Health NP PLLC complies with all applicable federal and state laws governing the privacy and security of Protected Health Information (PHI), including HIPAA.

PHI is used solely for clinical services, operational functions, billing, and regulatory compliance. Additional details are available in the Omni Health NP PLLC Privacy Policy and Notice of Privacy Practices, accessible on the Practice's website.

## 7. Disclaimers of Liability

The Practice provides services consistent with professional and ethical standards but **does not guarantee specific outcomes or results**.

The services offered—including primary care, urgent care, medical weight management, hormone therapy, nutrition counseling, telehealth encounters, and consultative reviews—are **not substitutes for emergency or hospital-based medical care**.

You agree to seek immediate emergency assistance for symptoms such as chest pain, severe shortness of breath, sudden neurological deficits, loss of consciousness, or any condition you reasonably believe to be life-threatening.

## 8. Arbitration, Jury Trial Waiver, Jurisdiction, and Governing Law

Any dispute, claim, or controversy arising out of or relating to these Terms of Service, **the provision of services (including clinical care, telehealth services, consultative reviews, or advisory services)**, or any related communications between the parties shall be resolved by **binding arbitration** administered by the American Arbitration Association (AAA) and conducted in **White Plains, Westchester County, New York**, unless otherwise required by applicable law.

**TO THE EXTENT PERMITTED BY LAW**, the patient, client, or contracting party **knowingly, voluntarily, and intentionally waives any right to a trial by jury** in any action, proceeding, or counterclaim arising out of or relating to these Terms of Service or the services provided.

This arbitration requirement applies to the patient, client, or contracting party and their respective representatives. **Notwithstanding the foregoing, Omni Health NP PLLC retains the right to pursue unpaid balances, collections, or injunctive or equitable relief through a court of competent jurisdiction.**

You may opt out of this arbitration provision within **thirty (30) days** of signing or accepting these Terms of Service by submitting written notice to Omni Health NP PLLC at the address listed herein.

For **individual patients and consumers**, opting out of arbitration does not affect the validity of this Agreement or access to services.

For **organizational, professional, or business consulting engagements**, acceptance of binding arbitration may be required as a condition of engagement, and Omni Health NP PLLC reserves the right to decline services if arbitration is declined.

These Terms of Service shall be governed by and construed in accordance with the **laws of the State of New York**, without regard to conflict-of-law principles.

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