

## TOWARD HEALTH SCREENING PROGRAM ADDENDUM

This Toward Health Screening Program Addendum (‘Addendum’) supplements the Toward Health Patient Agreement (‘Patient Agreement’) previously executed by the undersigned Participant (“Participant”).

This Addendum applies only to the Toward Health Screening Program and governs a limited-scope, episodic clinical interaction for screening review purposes only. This Addendum does not establish an ongoing or continuous physician–patient relationship beyond this screening encounter described herein.

In the event of a conflict between this Addendum and the Patient Agreement, this Addendum shall control only with respect to the Screening Program, and the Patient Agreement shall control in all other respects.

### 1. Purpose of the Program.

- a. The Toward Health Screening Program (“Program”) provides Participants with access to a structured screening experience that may include:
  - i. Selection of a screening plan
  - ii. Laboratory testing and/or imaging performed by third-party laboratory or imaging centers
  - iii. A virtual visit with a licensed clinician to review your results
  - iv. A personalized, one-time educational action plan based on available results
- b. The Program is intended solely for screening and educational purposes. It is not a substitute for ongoing medical care, diagnosis, or treatment. The Program is not intended to diagnose disease or replace diagnostic evaluation or management by a treating physician.

### 2. Limited Scope of Services. By participating in this Program, you understand and agree to the following:

- a. Nature of the Relationship. Participation in the Program creates a limited, episode-specific relationship with a licensed clinician for screening review only. Clinicians do not provide ongoing primary care, chronic disease management, medication prescribing, or longitudinal follow-up unless the Participant separately enrolls in a Toward Health medical membership or clinical program.
  - i. TH does not provide emergency care. Any findings requiring urgent or ongoing management will be communicated via text and e-mail and must be addressed by the Participant with their primary care physician or by seeking emergency care as appropriate.

- b. Role of the MSO. Toward Health, Inc. is a management services organization (“MSO”) and is not a party to this Addendum. The MSO provides non-clinical administrative, technology, intake, scheduling, and operational support services to the Practice pursuant to a separate management services agreement.
    - i. The MSO does not provide medical services, does not bill or collect payments from Participants, does not set clinical fees, and does not influence or control clinical decision-making.
    - ii. All MSO compensation is paid by the Practice and represents fair market value for non-clinical services only.
  - c. No Guarantee of Specific Testing. Payment for the Program does not guarantee that any specific test or imaging study (including a Coronary Artery Calcium (CAC) scan) will be ordered or performed. The licensed clinician will determine medical appropriateness based on your history, risk factors, and current clinical information. If a requested test is not clinically appropriate, alternative evidence-based options (such as CCTA, carotid ultrasound, femoral ultrasound, or other studies) may be recommended. Alternative testing may involve different costs, which will be disclosed prior to scheduling.
  - d. Completion of Results Required for Final Review. A final medical review appointment cannot be scheduled until all required labs and imaging have been completed and the results have been received. No appointment with a TH clinician will occur until the patient’s full screening results are available in the Toward Health system. Please note that results may take several weeks to be returned.
  - e. Completion of Results Required. A final review visit cannot be scheduled until all required laboratory and/or imaging results have been completed and received. Screening results may take several weeks to return.
3. **Communication of Urgent Findings.** TH does not provide emergency services. If screening results indicate a potentially urgent or serious finding, reasonable efforts may be made to notify the Participant via electronic or telephonic communication; however notification is not guaranteed to be immediate. Participant remains solely responsible for seeking timely medical or emergency care.
4. **Participant Responsibilities.**
- a. Participant agree to:
    - i. Provide accurate and complete personal, medical, and contact information.
    - ii. Complete laboratory testing and/or imaging at designated facilities
    - iii. Attend the scheduled virtual review visit.
    - iv. Independently follow up with personal healthcare providers as recommended.

**5. Fees and Payment.**

a. Program Fees.

- i. Program fees are due in full at the time of purchase and are paid directly to the Toward Health clinical practice (“**Practice**”).
- ii. Program fees cover screening-related intake, administrative and care coordination, scheduling, labs and imaging, and access to a licensed clinician for screening review.
- iii. Program fees are non-refundable once services begin, including once laboratory or imaging orders are issued, except where required by law.

1. Refund:

- a. If imaging is determined to be clinically inappropriate, before any orders are placed, the Participant may be eligible for a refund.
- b. If the Program is canceled after medical intake but before any orders are placed, a partial refund may be issued minus a fair-market-value administrative fee of \$200.

2. Participant may use eligible HSA/FSA funds if allowed under their plan.

**6. Pass-Through Billing for Imaging and Laboratory Services.**

- a. Certain Program components, including imaging studies, diagnostic scans, or laboratory testing, may be provided by independent third-party laboratories or imaging centers.
- b. Pass-Through Billing Statement:
  - i. The Payments collected for such services are collected by the Practice for administrative convenience and transferred in full to the performing entity.
  - ii. The Practice does not mark up or profit from laboratory or imaging fees.
  - iii. Any negotiated discounts or pricing arrangements are applied solely to reduce the Participant’s out-of-pocket cost.

**7. No Guarantee of Results.**

- a. Participant understands that:
  - i. Screening results may reveal health risks or abnormalities.
  - ii. The Practice cannot guarantee any health outcome, disease prevention, or improvement.
  - iii. The practice cannot guarantee all lab results will be reported.
- b. Recommendations are solely based on the information available at the time of review.

**8. Informed Consent & Acknowledgement.**

- a. Accuracy of Information. Participant warrants that they have provided complete and accurate medical history and any relevant health information required for screening.
- b. Potential Discovery of Unknown Health Conditions. Participant understands that medical screening may reveal previously unknown health findings and agrees to consult with a qualified medical professional for diagnostic interpretation and follow-up care.
- c. Nature and Limitations of Screening. Participant acknowledges that screening is preventive and informational, and does not replace comprehensive medical care or guarantee diagnosis, treatment, or cure. All decisions regarding whether testing is clinically appropriate are made exclusively by the Physician.
- d. State Licensure Limitation. Medical services under this Program are provided only by clinicians who are licensed to practice in the state where the Participant is physically located at the time of the virtual visit. If services cannot legally be provided in the Participant's state, the Program may be canceled and applicable fees refunded as required by law.
- e. CT Scan Risks (Non-Contrast CT and CAC Scoring). Patient acknowledges that all CT scans carry inherent medical risks, including:
  - i. Radiation exposure, which carries a small but measurable long-term increased risk of cancer
  - ii. Incidental findings, which may require additional imaging or evaluation
  - iii. False positives or false negatives, which may lead to unnecessary testing or missed conditions
  - iv. Contraindications, including pregnancy and other clinical circumstances in which CT scans are not appropriate
  - v. Technical limitations, such as motion artifact or scoring limitations that may not fully represent disease burden
  - vi. Patient understands that the Physician determines whether CT imaging is medically appropriate.
- f. Laboratory Blood Draw / Phlebotomy Risks. Participant acknowledges that blood draws (phlebotomy) involve risks, including:
  - i. Bruising or hematoma
  - ii. Bleeding or prolonged bleeding
  - iii. Pain, tenderness, or discomfort
  - iv. Dizziness, lightheadedness, or fainting (vasovagal response)
  - v. Infection at the needle site (rare)
  - vi. Needle-related anxiety or complications
  - vii. Participant agrees to follow staff instructions before and after blood draw to minimize risk.
- g. Appropriateness Determination. Participant understands that:

- i. Payment does not guarantee imaging or testing.
- ii. The Physician will determine whether any test is clinically appropriate.
- iii. If the test is not indicated, alternatives may be offered with different costs.
- iv. If no testing is appropriate, a refund of imaging fees will be issued.

#### **9. Telehealth Consent.**

- a. By participating, Participant acknowledges:
  - i. The screening review may occur via video or telecommunication.
  - ii. Risks of telehealth include potential technology issues or interruptions.
- b. Participant may stop the telehealth visit at any time.
- c. Telehealth services are provided only when the clinician is licensed in the state where the Participant is physically located at the time of the visit.

#### **10. Privacy and HIPAA.**

- a. The Practice complies with HIPAA and will keep your health information private. By signing this Agreement, Participant consents to:
  - i. The collection and use of Participant health information to deliver the screening service.
  - ii. Sharing Participant information with partnered labs and imaging centers to process your orders.
  - iii. Communication via phone, email, patient portal, or SMS regarding Participant screening.
- b. Participant may request a copy of TH's full Notice of Privacy Practices at any time.

#### **11. Term and Termination.**

- a. This Agreement begins on the date Participant purchases a screening plan and remains in effect for a one-year Program Term. Within each Program Term, Participants screening services are considered complete once:
  - i. Participant labs and/or imaging are completed,
  - ii. Participant attends virtual review, and
  - iii. Participant receives action plan.
- b. Termination by Toward Health. TH may suspend or terminate Participant participation at any time for safety concerns, non-compliance with program requirements, policy violations, or if continued participation is not medically appropriate.
- c. Termination by Participant. Participant may cancel future renewals within 30 days prior to the renewal period. Cancellation does not refund services that have already been provided.

12. **Automatic Renewal Notice.** The Program is offered on an annual basis and will automatically renew each year unless the Participant cancels prior to the applicable renewal date. By enrolling in the Program, the Participant affirmatively consents to this automatic renewal and to the associated annual Program fee.
- a. Advance Notice. Toward Health will provide clear and conspicuous advance notice of each renewal, including the renewal date, the amount to be charged, and instructions on how to cancel, in accordance with applicable state and federal law.
  - b. Cancellation Rights. Participants may cancel the Program at any time prior to renewal using the cancellation methods provided in the renewal notice. Cancellation will prevent future charges but will not retroactively refund services already provided, except where required by law.
  - c. Scope of Renewal. Automatic renewal applies solely to continued access to the annual screening Program. Renewal does not obligate the Participant to complete laboratory testing, imaging, or clinical services, and all testing remains subject to clinical appropriateness and patient consent.

13. **Governing Law.**

- a. This Agreement is governed by the laws of the state in which Participant's clinician is licensed at the time of review without regard to conflicts of law principles.

14. **Acknowledgment and Consent.**

- a. By electronically signing, Participant acknowledges and agrees that:
  - i. Participant is at least 18 years old (or otherwise legally able to consent).
  - ii. Participant understands the limited nature of this Program.
  - iii. Participant understands the Program does not establish ongoing medical care.
  - iv. Participant accept responsibility for following up with own primary care physician.
  - v. Participant has had the opportunity to ask questions.
  - vi. Participant has read and agreed to all terms stated in this Agreement.