

Disclosures and Policies:

Please review all policies

FOR EVERYONE:

Why are there so many forms?

1. Given the nature of our approach, and use of special products and techniques not considered "standard of care" by the typical medical and insurance systems, we are obligated to fully disclose all specialized items.
2. Several forms are "blanket consents" used to ensure you have been given all the appropriate information BUT they all may not apply. These are in case you choose to have a specialty item or procedure in the future.

Please read them all so in the event a procedure, technique or therapy is needed you have the proper understanding.

3. Several forms are also necessary for us to stay in compliance with various Federal and State laws, as well as provides us, and you, the ability to access specific products and services such as peptides legally.
4. Many forms are one off signatures, but some are required per visit to meet "best practice" guidelines.
5. A few forms are needed to make the system automations work so we can spend less time doing paperwork and more time with you!

So, apologies in advance for the annoyance, but help yourself, and us, out by completing everything required.

Cheers,

The Upgrade Medical Team

ACKNOWLEDGMENTS:

Approach: Upgrade Medical, LLC d/b/a Upgrade Medical is a specialized integrated medical clinic that employs a Functional Medicine, Naturopathic model of care. We employ both typical biomedical standards of care as well as atypical recommendations, treatments and services or approaches which may NOT be considered standard in the conventional care model of medicine.

PCP Requirement: Our practitioners work as integrated, functional and/or natural medicine specialists in conjunction with your current health care team and are NOT a direct replacement for your primary care physician (PCP). We strongly recommend that all patients and clients have a PCP and for woman, a gynecologist to cover emergencies and preventative routine care that we are unable to address. Though we do address many things within the course of your treatment that would be considered primary care, we do not have the capacity to always address every need.

Specialists: Our practitioners can work with and in conjunction with your current specialists to provide your integrated care. As such, we are NOT a replacement for either your specialist

including but not limited to cardiologist, endocrinologist, gastroenterologist, oncologist or similar, or diagnostics we do not have access to. Should Upgrade Medical or its associated providers feel it is necessary, we may initiate a referral to a disease or system specialist to ensure appropriate level of care.

Labs: Upgrade Medical utilizes a variety of both standard and specialized labs. The majority of specialized labs / kits are facilitated by a 3rd party "clearinghouse" for multiple companies. These kits are utilized for convenience, specific analysis, and access to specialized markers. For more standard serum labs we typically utilize Quest or Labcorp.

Should you choose to take your labs outside of these systems we will provide a requisition only but, cannot guarantee receipt of results due to our integration and it is the patient's responsibility to have results sent to provider. We do NOT recommend this as the potential for missing a critical result is high.

In addition, we utilize non-standard functional ranges which may NOT be considered "normal" or "abnormal" within the traditional biomedical model. Typical labs values are based on population norms NOT based on individual norms. The literature reveals there are optimal ranges for most, if not all labs that can be applied to an individual. Several large and respected organizations recommend utilizing this concept. There currently, however, is not complete agreement as to what those ranges are between groups. There is, however, significant overlap between the recommendations allowing us to adjust values accordingly.

Emergency Service: Given the nature of our clinic, hours of operation and scope of our providers, we CANNOT function as an urgent care, crisis center or emergency department.

If you have questions or concerns regarding our approach, please discuss with our staff

FOR CLIENTS OF UPGRADE:

This section pertains to clients of Upgrade who are NOT direct patients of an Upgrade Medical provider i.e a product customer or equipment member.

I understand and acknowledge that by purchasing certain products such as nutrients, or herbs, or by undergoing therapies such as photobiomodulation (light therapy), pulsed electromagnetic therapy (PEMF), mild hyperbarics (mHBOT), or other similar services, that I am assuming the associated risks and shall indemnify and hold harmless Upgrade Medical, LLC, its officers, directors, employees, and agents, from any and all claims, damages, liabilities, costs, and expenses arising out of or in connection with the purchase and use of these products or equipment outside of direct recommendation or prescriptions.

I understand that being a client is NOT the same as being under the direct care of a provider at Upgrade Medical and no specific medical advice can be given to me. Should I have questions or concerns, I will either schedule an appointment to establish care or seek recommendations from my current provider or healthcare team.

FOR PATIENTS OF UPGRADE:

I understand it is important and necessary to disclose and keep current all relevant information that could influence my care such as allergies, medications, supplements, known conditions, hormone use, peptides, steroid use, surgeries, genetic dispositions or any other pertinent data.

My health care providers will discuss with me the risks, benefits, and alternatives to recommended treatments. I recognize that providing Upgrade with copies of any pertinent medical records, labs, imaging and diagnostic tests will enhance your care and reduce the risk of medical error. Although we strive to achieve the best possible results, there is no guarantee of outcomes. Participation in your care is critical to successful outcomes. As part of this we require completion of all intakes and follow up forms and outcome measures as assigned.

Follow up labs and keeping recommended appointments and referrals are to be completed as required. Labs may be necessary for certain ongoing prescriptions.

Insurance:

Upgrade medical, LLC and its associated providers have opted out of all commercial insurance plans as well as both Medicare and Medicaid programs (Including OHP or other plans providing minimum essential coverage (MEC) as defined under the Affordable Care Act.

This includes workers compensation, motor vehicle, homeowner or other such policies.

1. I understand I am waiving **ALL** forms of insured coverage of, and payment for, all services furnished by Upgrade medical, LLC and its associated providers.

a. I acknowledge that this also includes Tricare or similar plans, supplemental policies and Medigap policies.

2. I understand I am liable for all charges of the clinic, physician, or practitioner, without any limits that would otherwise be imposed.

a. If a minor, I understand I cannot receive services without authorization and a guarantee from an adult parent or guardian.

3. I acknowledge that I have the right to receive services from any clinic, physicians, or practitioners for whom coverage and payment would be accepted and available from the excluded plans.

4. I understand I CAN request a “**Superbill**” for services rendered for submission to my insurance, FSA or HSA, but coverage or reimbursement is **NOT** guaranteed. We can NOT provide superbills for items we know are not covered.

a. I understand that many agencies, insurance policies, and programs do not recognize certain provider types including but not limited to ND, DC, [L.Ac](#), LMT or similar.

b. I understand that many agencies, insurance policies, and programs do not recognize certain services including but not limited to atypical procedures ie. redlight, mHBOT, hydrogen inhalation, cryo or shockwave therapy, IV's and nutrients and regenerative injections.

c. It is understood that the provider or clinic cannot change/modify diagnostic codes or chart notes to accommodate billing requests for coverage by either our clinic or outside lab.

3. I recognize that by voluntarily choosing this model of care seemingly standard procedures may not be covered as

a. Prior authorization was not obtained.

b. Atypical medications or approaches may have been used disqualifying them from reimbursement.

c. I acknowledge I may be required to sign an ABN for procedures if over a certain age.

This contract is in effect from this date forward unless the physician opts into a specific plan (See Financial Policies)

Medicare/Medicaid:

Medicare/Medicaid is very unlikely to pay for services rendered at Upgrade Medical and its associated providers.

Medicare/Medicaid does not pay for everything, even some care that you or your healthcare provider have good reason to think you need.

We expect Medicare/Medicaid would not pay for:

- Certain Provider types
- Certain Visits outside of specific parameters approved in advance
- Procedures considered to be complementary, alternative or integrated
- Medications, nutraceuticals, herbs, peptides and IV therapy that are considered "off label", or elective.
- Treatments they have determined to be considered experimental or Non-FDA approved.

By choosing to proceed you acknowledge that medicare/medicaid will NOT pay for selected services.

Financial Policy:

PAYMENT:

Payment is due at the time of service without exception. Payment of your bill is considered part of your treatment or required for ongoing services. We have opted out of ALL insurance plans and programs including State and Federal programs, as well as workers compensation and motor vehicle, homeowner, or other such policies.

1. We accept cash and most major credit and debit cards
2. We can accept HSA cards but cannot guarantee reimbursement as various plans have distinct rules- please review what is acceptable prior to use.
3. We do NOT accept personal checks

4. Memberships will be charged automatically – monthly on the date of enrollment. Some memberships have minimal time requirements due to the services being offered. If you have utilized a service and cancel before the minimum, the remainder will be charged.

Past due or delinquent accounts or expired memberships will not be seen or scheduled

Intentional removal of a card to avoid payment will be considered a delinquent account

Delinquent Accounts

Accounts are considered delinquent if no payment or communication has been received within 30 days of the first billing statement. Delinquent accounts are subject to the following actions:

- **Final Notice:** A final past-due notice will be given, 14 to 30 days to clear the balance or contact our office.
- **Collection Agency Transfer:** If the account remains unresolved after the final notice deadline, it will be forwarded to a third-party debt collection agency.
- **Collection Fees:** Patients may be responsible for all associated collection agency fees, legal fees, and court costs, to the extent permitted by law.

5. Financial Hardship and Dismissal

We understand that financial difficulties arise. If you are facing financial hardship, you may apply for our Financial Assistance Program or request a formal review of your situation. Failure to adhere to your financial responsibility or to establish a payment plan may result in dismissal from the practice for non-compliance with our financial policy.

Upgrade is partnering with **Payroc**, one of the nation's leading payment processors, to provide secure, streamlined payment options that best meet our patients' and clients' needs. We reserve the right to change processors at anytime.

All credit card payments will include a **3-4% processing fee**. This fee is from the processor and will NOT be reflected on you Upgrade Invoice.

However, we are pleased to offer you several ways to save while avoiding this processing fee:

- **HSA/FSA or Debit Cards:** These payment methods remain completely **fee-free**.
- **Cash** is also a great option to settle your balance without any additional fees.
- Please check with staff regarding any other alternate forms of payment.

You will be asked to place a card of your choice on file. This card will be used to automatically charge for services, requests, memberships etc. By signing you acknowledge and accept this.

If you have any questions or need assistance, please don't hesitate to reach out

NO SURPRISE:

Under the No Surprises Act (*H.R. 133* - which went into effect on January 1, 2022), health care providers need to give *clients or patients who do not have insurance or who are not using insurance* an estimate of the bill for medical items and services.

Upgrade Medical has transparent pricing. There are no hidden costs unless a complication or problem arises that was not accounted for. Upgrade will make every effort for you to have an

accurate understanding of your costs. Visit costs are clearly displayed. Cost for treatment or plans is dependent on what is mutually decided and selected. This will be reviewed, discussed and agreed prior to any charges.

Upgrade providers can review the options and treatments available and clarify any pricing or cost questions during a DISCOVERY call or during your consultation. Due to periodic issues with sourcing/supply, change in costs or other factors, *Prices are subject to change without notice*. Should changes occur, the price quoted at your visit if paid for at that time will be honored. Updates will be posted.

To learn more and get a form to start the process, go to <http://www.cms.gov/nosurprises> or call 800-985-3059. For questions or more information about your right to a Good Faith Estimate or the dispute process, visit <http://www.cms.gov/nosurprises> or call 800-985-3059.

GUARANTORS:

Any client or patient over the age of 18, or an emancipated minor, will be held financially responsible for all charges incurred. If another party is responsible for payment of your account, you must pay your balance in full and negotiate repayment with them outside of our office. This policy includes individuals negotiating divorce agreements.

REIMBURSEMENT:

We cannot guarantee payment for services rendered. Insurance benefits are not a guarantee of payment, and you or the responsible party are responsible for all fees associated with Upgrade Medical and its associated providers.

Providing a copy of your insurance card does not confirm that your coverage is effective or that the services rendered will be covered by your insurance company. ***It is your responsibility to know your own insurance benefits.*** Our company policy requires that you provide current and accurate information any time you have a change in your insurance or billing information should you want an updated “superbill”.

SPECIAL POLICIES:

The above policy also applies should you be submitting to Worker’s Compensation, Motor Vehicle, Homeowners, Personal Injury, or other similar policies.

In these instances, please speak with your provider or Upgrade Medical staff *prior* to your visit so information may be noted as applicable.

1. Carrier Name and policy type
2. Case Number
3. Date of Injury/accident
4. Contact

Note:

1. Should special requests to confer with an attorney, provide paperwork outside of the normal workflow of the clinic or other items be necessary for a legal case, hearing or similar, the

appropriate fees will be assessed. These additional fees are explicitly not for services covered or provided for under our typical pricing and may include hourly rate, printing/copying etc. as allowed by law (see below).

2. You are responsible for payment upfront when services are rendered **even** in cases where you have acquired a “*Letter of Protection*” from your attorney. We regret that we cannot defer payment obligations while a case settles.

3. Some Work Comp also requires specific providers to “sign off” on your care. Please check with your employer regarding this process.

REFUNDS/EXCHANGES:

If deciding to proceed with the purchase of a product or therapy which may include but is not limited to peptides, hormone, IV’s, or injectable therapies, etc. payment is due *prior to ordering or at time of service*. These items are NOT refundable.

1. IV ‘s and other special items may be prepped ahead if the patient has confirmed their attendance resulting in the inability to utilize the product if the patient “no shows”. In these instances, *No refunds or replacements are issued* (see scheduling policy)

2. Under some circumstances we may be able to reschedule a procedure, however, understand that this is dictated by the DO NOT USE or EXPIRATION date of the materials ordered or other limitations outside control of Upgrade, Medical or its associated providers.

3. Specialty prescriptions and products may be paid for by Upgrade once order is placed and as such are not refundable.

4. Specialty prescriptions are also subject to our availability from the distributor, manufacturer, or compounding pharmacy. We may substitute per Dr. order for equivalent to ensure continuity.

5. When notified an order has been received, you are responsible to “pick-up” said item. We cannot trade or replace if you have not utilized it or the item has expired. Specialty prescriptions or items will be held at the Upgrade Clinic and must be picked up during normal business hours unless otherwise specified and arranged.

We are not responsible for prescriptions left beyond useful date. If you wish an item to be shipped directly there will be an additional charge.

SCHEDULING, CANCELLATION AND NO SHOWS:

1. Cancellation or No show for a NEW visit will result in being unable to rescheduled without first paying NEW No show fee.

2. Cancellation or No show for a visit outside of the allotted time will result in a charge

We do understand life can happen, so if there is an emergency or extenuating circumstance, please let us know, but we may require documentation. Likewise, please understand that applies to us as well and we do not have control over our vendors or their delivery methods. If it is on us, we will do our best to rectify it.

SERVICES, PACKAGES AND PROGRAMS:

1. Services, Packages and Programs may have specific minimum time required for monthly payments. Cancellation prior will result in ongoing charges through the minimum time.
2. Some Services, Packages and Programs with minimums that have not been met may be charged in full and if unpaid sent to collections for payment.
3. Cancellation must be given in writing via portal message or similar within designated time
4. ALL Services, Packages and Programs have expirations ranging from best use/expiration dates to 180 days. Unused pre-paid items will not be valid beyond designated dates.

MISCELLANEOUS CHARGES:

There are certain circumstances that may result in additional charges. Examples include but are not limited to:

- Excessive communication outside of visits. This does not apply to clarifications, questions or concerns related to a visit or that would typically be considered standard of care though there is a point where another visit may be required.
- Paperwork. Your provider can fill out necessary paperwork you may need. For typical administrative requests, these are billed at the ADMIN rate of **\$50 or more**. This is for short paperwork.
 - In some instances, this may extend to Prior Authorizations, Records requests, coordination of care or similar depending on the complexity and time involved.
 - For anything in-depth or complicated please *make an appointment* which will be charged at the rate dictated for that appointment. In some instances, these requests come from law offices or organizations which can be invoiced. This will be billed either as Admin or provider time depending on the request. Some requests may also necessitate a visit.

Scheduling:

Our goal is to provide efficient service and quality care in a timely manner. This policy enables us to better utilize our availability, resources, and equipment to best serve our clients and patients.

REMINDERS:

We do not make phone reminder calls for appointments but do send reminder notifications. You must register an account with our electronic client patient portal and App. This allows you to schedule, confirm, check-in or cancel appointments, as well as receive reminders via email or text/SMS reminder.

APPOINTMENTS/AVAILABILITY:

All appointments for providers, resources or equipment are based upon availability. We recommend scheduling in advance.

Same day medical or acute appointments are also based upon availability, but we will do our best to accommodate you. If necessary, and available, you could schedule with another provider if your regular provider is unavailable.

ALL APPOINTMENTS ARE CONSIDERED CONFIRMED WHEN SCHEDULED

We require that you:

1. **Either** confirm ATTENDANCE **or** CANCEL from your reminder notification in advance. Failure to do so may result in a missed appointment or treatment session.
2. **Check-in**
 - a. For Medical visits and procedures please try and check-in **10 min** prior to your visit to ensure no paperwork or updates are necessary.
 - b. Incomplete questionnaires or administrative issues that extend into your appointment time may result in rescheduling.
 - c. Patients who are more than **10 minutes late** for a scheduled appointment may be unable to be seen or miss their resource/equipment slot.

Note: As per the financial policy, past due or delinquent accounts or expired memberships will not be seen or scheduled

CANCELLATIONS: We understand things happen but please be courteous to your providers and other clients/patients. Should it be necessary we ask...

For **Medical** Appointments:

1. Please cancel all medical appointments **48 hours** in advance unless there is an emergency. Appointments are in high demand, and your early cancellation will give another person the opportunity to have access to our care.
2. Less than 24 hour cancellation will result in a **fee** unless emergent, extenuating and verifiable circumstances exist.

Again, we understand life can happen, so if there is an emergency or extenuating circumstance please let us know, but we may require documentation

For Resources/Equipment or **Memberships**:

1. IV's, Injections and or procedures requiring a provider are considered **Medical** Appointments.
2. Same Day Appointments for use of equipment (with exception of HBOT) can be cancelled *anytime* without penalty.
3. Multiple cancellations or "No shows" however may result in revocation of membership

To cancel appointments: Please utilize the Text/SMS notification and response **or** the patient portal. You **may not** cancel by contacting your provider directly.

Multiple or repeated cancellations may result in limiting ability to schedule.

NO SHOW POLICY: A “no show” appointment is when someone misses an appointment without canceling in advance.

1. New patients to the Office will not be re-scheduled following a no-show unless extenuating circumstances exist. Should you wish to re-schedule after, a New No Show fee must be paid prior to.
2. Established patients' failure to be present at the time of a scheduled appointment will be recorded in the patient's' chart as a “no show” and be **subject to the price of that scheduled visit or therapy**.
 - a. IV and other special items may be prepped ahead if patient has confirmed their attendance resulting in the inability to utilize the product if the patient “no shows”. In these instances, no refunds or replacements are issued.

Prescribing, Refills and Controlled Substances:

GENERAL:

1. Take all medications as prescribed. If you have any questions regarding medications, please discuss these during your appointment. If for any reason you feel your medication needs to be adjusted or changed, or you are experiencing a side effect, please schedule an appointment. If having a serious reaction contact us immediately or go to urgent care or the emergency department.
2. Patients requesting new prescriptions, controlled substances or antibiotics must be seen for an appointment.
3. Refills can only be authorized on medication prescribed by providers from our office. *We will not refill medications prescribed by other providers unless we have fully taken over your care related to that medication.* Please note not all medication may be appropriate for us to assume responsibility for.
4. Some medications require prior authorization. Depending on your insurance, this process may involve several steps by both your pharmacy and your provider. This may also incur a fee.
 - a. Typically, only your pharmacy is notified of the approval status. Neither the pharmacy nor the provider can guarantee that your insurance company will approve the medication. Please check with your pharmacy or your insurance company for updates.
 - b. There may be an associated fee for more complex prior authorizations.

MEDICATION HISTORY:

Due to the nature of care provided by Upgrade Medical, it is important for us to know all of your medications and history which may have an impact on interventions, treatments, supplements, peptides, medications, nutrient injections and IV's etc. given. At Upgrade, DOWNLOADING

this history to the secure health record as part of your chart is *required* to be a patient and/or client.

REFILLS: Refilling your medication is an important part of your health and disruption can cause serious issues. Our goal is to assist our patients with prescription requests in an efficient and timely manner, but we get A LOT, so help us out by following these guidelines.

1. It is the patient's responsibility to notify the office in a timely manner when refills are necessary. **Hint, hint, at your visit!** Medication refills are typically only addressed during scheduled visits.
 2. Contact your **pharmacy** before you are out of medication to request a refill.
 - a. Approval of your refill may take up to three **(3)** business days, or longer for a compounded medication, so do not wait to call. If you use a mail order pharmacy, please contact them at least a week **(7)** business days before your medication is due to run out.
 4. Please have your pharmacy request refills or notify the office of needed refills at least 72 hours in advance.
 - a. Certain items such may need to be ordered and made – please allow enough time to ensure continuity. Specialty items if purchased from Upgrade Directly are typically shipped weekly
- It is important to keep your scheduled appointment to ensure that you receive timely refills.*
5. If no refills are available for a critical medication, please contact your provider and schedule an appointment as this probably means you are due for a follow up check in.
 - a. In some cases, labs may be required.
 - b. For things like thyroid, hormones, or pellet therapy **please, please, please get your labs done in time.**
 4. No prescriptions will be refilled after hours, on Saturday, Sunday or Holidays.
 5. We reserve the right to charge an administrative fee of **\$50 or more** if there are multiple requests for prescriptions requested outside of a visit.
 6. Repeated no shows or cancellations will result in a denial of refills.

CONTROLLED SUBSTANCE:

I acknowledge that treating my condition may require a plan/program that involves the use of controlled substance(s). I understand that there are state and federal laws/regulations, as well as best practice guidelines regarding the use of prescription drugs, specifically controlled substances, and high-risk medications. Conditions this may be necessary for include but are not limited to: Pain, Anxiety, Insomnia, ADD, and weight loss. Other specific medications may also be classified as “controlled” such as testosterone.

The below “contract” will ONLY take effect should initiation of a controlled substance or high-risk medication be initiated or if currently on such medication from another provider.

1. I agree to disclose all controlled substance use prescribed or recreational.

2. I understand specific questions or concerns regarding these medications should be addressed with my prescribing provider directly.

3. If an Upgrade Medical provider initiates a controlled medication, this will supersede all previous contracts including with other providers for the medication being prescribed.

a. This does not impact medications prescribed by others in your healthcare team, but notification and coordination may be necessary.

4. I understand that the initiation of treatment with controlled and high-risk medications is a trial. If, in the opinion of my provider, I am not: compliant, utilizing medications appropriately or making objective functional gains, or otherwise do not appear to be responding as expected the medication(s) may be discontinued.

5. I understand that treatment with controlled and high-risk medications from any provider requires adherence to appointments, refills, behaviors and should have demonstrated benefit. If, in the opinion of my provider, I am not: compliant, utilizing medications appropriately or making objective functional gains, or otherwise do not appear to be responding as expected the medication(s) may be discontinued.

6. I recognize and understand that ongoing prescribing requires monitoring which include but is not limited to verification with Oregon Prescription Drug Monitoring database, pharmacies, or other providers whom you are seeking care from, as well as prescription counts and in some cases toxicology screenings.

a. All prescriptions must match the original use and distribution. Duplicate or additional medication from other providers, or multiple pharmacies identified on PDM or otherwise can also be grounds for termination.

b. I may be asked to provide a saliva or urine sample at my visit or other times, and I will do so within 24 hours of being notified that a sample is required. There may or may not be a cost to me for these tests, but my provider will be unable to prescribe medication to any patient who refuses or declines such a test, no matter the reason.

c. The presence of a non-prescribed drug or illicit drug in the urine or blood can be grounds for termination of the doctor/patient relationship and will result in the discontinuation of prescribing. The absence of my prescription medication in my blood or urine as expected can also be grounds for termination.

d. Suspicion of illegal use, diversion or similar is considered mandated reporting to state and federal agencies.

7. Chronic controlled and high-risk medication therapy is only one part of my overall management plan. I understand that chronic conditions can represent a complex problem that benefits from multidisciplinary strategies. Along with medication treatment, other medical care may be prescribed to help improve my ability to do daily activities. This may include, exercise, physical therapy, psychological counseling, physical medicine, nutrition, including supplements and herbal medicines and complementary and alternative therapies or treatment. I understand that overall compliance with the treatment plan is in part dependent on ongoing prescribing.

a. I agree to see other health care providers for evaluation and treatment of related and other medical conditions if determined necessary.

b. A mental health assessment and or/continuing psychological therapy may be required.

b1. If I am currently involved in therapy or if I enter such therapy, I will authorize my mental health practitioner to exchange unrestricted information regarding my condition and treatment to the undersigned provider.

8. I understand that patients with a history of substance abuse, including alcohol abuse, are at high risk of relapsing from certain medications. Patients with a strong family history of substance abuse are also at high risk for potential addiction. I will notify my provider at Upgrade Medical of any personal or family history of substance abuse, including alcohol abuse.

a. If maintained on a controlled medication I agree to evaluation by an addiction or chemical dependency expert at any time during my treatment if my provider requests it. Failure to complete such an evaluation may result in termination of my prescription(s) or dismissal from the practice.

9. I will no longer be eligible for care if I am in possession of illicit drugs or substances, trafficking in controlled or illegal substances, intoxicants or if I am arrested for a DUI. If I alter my prescription in any way, sell, or share my medications I will no longer be eligible for care, and this may be considered diversion.

a. Regarding marijuana, although legal in Oregon and several other states, it remains classified as **Schedule I** by the Federal Government, so it influences controlled substance use. Additionally, the State of Oregon has issued guidelines for Attending Physicians under the OMMP ORS chapter 677. Medical use currently is only supported for specific conditions outlined by the OMMP. I understand that Upgrade Medical or its associated providers cannot directly recommend the use of THC.

b. About psychedelics microdosing or and similar decriminalized agents, although legal in Oregon, they remains classified as **Schedule I** by the Federal Government so it influences controlled substance use. There are currently no agreed upon standard guidelines for use. I understand that Upgrade Medical or its associated providers cannot directly recommend the use of these substances.

c. Considering emerging evidence and changing legal parameters, Upgrade Medical acknowledges that items 9 a-b may be further defined or clarified by regulatory agencies. Regulatory changes will be considered to supersede these parameters.

10. I will receive the controlled and high-risk medication being prescribed ONLY from my Upgrade Medical provider and not from any other source, unless an additional specialist managing a different portion of my health is involved.

a. I will notify my provider in advance of any anticipated needs, and if I am given an acute prescription by another provider or in the urgent care, the emergency department or dental office.

b. I will inform all my other healthcare providers that I am receiving controlled medication and will maintain an unrestricted and current medical records release on file.

c. It is recommended for my other providers/specialists to agree with medications prescribed. I understand that if other care providers do not agree, this will be explored and taken into consideration in context to my treatment plan.

d. I understand that being late or my failure to keep appointments will delay my refill. I will obtain all medication from one pharmacy.

d1. Should the need arise to change pharmacies, our office must be informed.

e. Requests for early refills due to overuse, or suspected diversion of the medication are grounds for discharge.

f. I give full consent for my provider to talk with the pharmacist or my other providers for safety and continuity of my care.

I understand that certain medications I am being prescribed may cause mental impairment. It is my responsibility to not drive or operate machinery, or to engage in any other potentially harmful activity. If I become impaired, I accept sole responsibility and any accidents or harm that may occur because of impairment caused by my prescription medication and agree to indemnify and hold harmless Upgrade Medical, LLC, its officers, directors, employees, and agents, from any and all claims, damages, liabilities, costs, and expenses arising from my actions.

I understand and agree to the conditions of care described herein and agree to comply with the terms. This agreement is voided upon termination or transition to another provider but will also result in discontinuation of prescribed medication.

Updates to Policies:

We reserve the right to update this addendum at any time. Any changes will be posted on our website with an updated effective date.

Thank you for trusting Upgrade Medical to be a part of your healthcare team.

By signing/checking the associated acknowledgement, I understand and agree to the conditions described herein and agree to comply with the terms.