

TERMS AND CONDITIONS, CLIENT DISCLAIMER, LIABILITY WAIVER, AND DIRECTIVE TO MAINTAIN CONFIDENTIALITY

- I intend to obtain personalized medication knowledge and information from Thomas A. Young, MD, FACP (“Dr. Young”).
- I understand that Dr. Young will not treat, diagnose, prevent, or cure any medical condition that the client may have. Dr. Young will provide general medication and polypharmacy information and services that are used for educational purposes only. These services do not identify the presence of any disease or pathology, and they are not a method of treatment, cure, or prevention. Dr. Young’s services cannot be billed to or reimbursed by an insurance company or government payer. I understand the information, recommendations, and any services, and any conversations I have with Dr. Young are not intended to diagnose, cure, prevent or treat any medical condition.
- I understand that Dr. Young will not recommend that the client stop taking any medication or make any recommendations about any medication the client is taking. Only the client’s personal physician can treat medical diseases. If the client has a medical disease that I am concerned about, I understand that the client should see his or her physician. I understand that Dr. Young is licensed to practice medicine in Pennsylvania only and, to the extent that the client resides outside of Pennsylvania, I understand Dr. Young is not practicing medicine. I understand Dr. Young is not recommending that the client stop any medical care and that the client should consult his or her physician to evaluate the client’s health and the presence of disease. Dr. Young is not intending to replace the client’s physician.
- Because Dr. Young’s services are being requested to address medication knowledge and the implications of polypharmacy, I acknowledge that these services do not constitute medical treatment or health care. I acknowledge that no physician-patient relationship has been established between Dr. Young and the client or caregiver. The client and I expressly and unequivocally waive our legal rights to assert the existence of any legal duty of care against Dr. Young or Osmo Advisory who provided the referral.
- In consideration of my ability to access the medication knowledge and polypharmacy information provided by Dr. Young, the client and I release and forever discharge Dr. Young, his agents, employees, servants, successors and Osmo Advisory, and assigns and agree to hold each harmless and forever release and discharge them from any claims, damages, losses, causes of action, disputes, demands, liability, costs, expenses (including without limitation expert witness fees and other court costs) and attorneys’ fees, of any nature whatsoever whether known or known, suspected or unsuspected, past, present or future, whether in contract or tort, whether for negligence, professional malpractice, lack of informed consent, misrepresentation, fraud, breach of confidentiality, breach of privacy or any other action or cause of action at law or in equity, on account of any injuries known or unknown, present or future, sustained or allegedly sustained by the client or me or in any way arising out of any services and information that the client or I obtained and which were rendered by Dr. Young.
- I understand that any medication knowledge and polypharmacy information, recommendations, or services provided by Dr. Young do not involve and should not be construed as medical diagnosis or treatment. I agree that the client will obtain all medical and healthcare services from a licensed healthcare professional in the client’s vicinity. I agree to discuss with the client’s physician the potential implications of any drug interactions, side effects, risks, or conflicts between medication or treatments prescribed by my physician and the information that the client and I receive from Dr. Young.
- I represent and warrant that no promise, inducement, or agreement not expressed herein has been made to me, that this is the complete agreement between Dr. Young and myself, and there are no written or oral understandings or agreements, directly or indirectly connected with this release which is not incorporated herein. I agree that this release applies to the client and client’s heirs, executors, administrators, successors and assigns, and any individual about whom or on whose behalf the client or I am making inquiries.
- Pursuant to Section 13405(a)(2) of the HITECH Act amendments to the HIPAA Privacy regulations, and 45 CFR Section 164.522(a)(1)(vi)(A)-(B) of the HIPAA Privacy regulations, I hereby acknowledge that the client and I are receiving the service(s) at no charge as a part of a service agreement with Osmo Advisory for the medication knowledge and polypharmacy information services from Dr. Young and that Dr. Young and Osmo Advisory are precluded from disclosing any protected health information relating to his medication knowledge and polypharmacy information services to the client’s health insurance plan.

- The checked box below acknowledges that Dr. Young and Osmo Advisory have presented these terms to me and that the client and I have freely chosen to receive these services.

By checking box on today's date, I am legally bound hereby. I have fully read, understand, and agree to all the above Terms and Conditions.