

New Jersey SHBP / SEHBP Terms of Service for R-Health Direct Primary Care Program

The R-Health Direct Primary Care Program ("R-Health Program") provides non-emergent primary care services to you (the "Member") and certain other benefits and amenities in exchange for a monthly fee paid either directly by you or on your behalf by your employer. The R-Health Program is not a health insurance plan. The R-Health Program arranges for direct access by you to a primary care physician and his or her health care practitioners for the services described in this Agreement. It does not cover the costs of other health care providers and you or your primary health care coverage will be responsible for all other health care costs such as clinical laboratory services, specialist care, medical imaging, surgery, hospitalization and emergency department visits. The R-Health Program is governed by the terms and conditions set forth in this Agreement. By enrolling in the R-Health Program, you accept and agree to be legally bound by the terms and conditions of this Agreement.

- 1) **Services**. You will have access to the medical and non-medical services described in this section ("Services"). All Services will be provided by licensed healthcare practitioners at the medical office(s) of the physician you select as your R-Health provider ("Service Provider"). R-Health does not provide any of the Services. R-Health provides the management support for the R-Health Program and its Service Providers.
 - a) **Medical Services**. Medical services are provided by a Service Provider, licensed to practice in the state, consistent with his or her training and experience as a primary care physician or health care practitioner (the "Medical Services"). The amount and frequency of the Medical Services are based on the independent professional judgment of the Service Provider, in his or her sole discretion. Medical Services shall include care coordination, patient advocacy, disease management, wellness education and preventive care.
 - b) **Services that are Excluded from the R-Health Program**. Although the Service Provider will coordinate medical care in his or her sole discretion with specialists, the fees paid under this Agreement do not include or cover any specialists' charges, charges by any provider other than Service Provider, or any health care items (such as durable medical equipment).
 - c) **Non-Medical Services**. R-Health Inc. provides the management and administrative support for the R-Health Program and coordinates the service delivery and reimbursement for medical care by Service Providers for enrollees in the R-Health Program. R-Health, Inc. does not provide any Medical Services or other health care services and does not exercise any control over the independent medical judgment of the licensed physicians and healthcare practitioners participating in the R-Health Program.

- 2) **Fee**.
 - a) The R-Health Program is included as part of the New Jersey State Health Benefits Program (SHBP) or School Employees' Health Benefits Program (SEHBP). You will not be charged any fees by R-Health for your participation in the R-Health Program so long as you remain an eligible member of the SHBP or SEHBP.

- 3) **Insurance and Billing**.
 - a) **R-Health Program is not an Insurance Plan**. R-Health is not an insurance carrier and the R-Health Program is not a substitute for health insurance or other health plan coverage (such as membership in an HMO or PPO) and is not intended to replace any existing or future health insurance or health plan coverage that you may carry. The fees paid under this Agreement do not cover hospital services, healthcare items (such as lab fees and durable medical equipment), or any services not provided by Service Provider pursuant to this Agreement.
 - b) **Billing**. Services provided by the Service Provider under this Agreement are paid in full by payment of the Fee. You agree not to submit any claims to any third party payor or any government health care program for Services rendered by Service Provider to you under this Agreement. The Service Provider may submit claims to your health care coverage or insurance for services provided that are outside the scope of the Services provided under this Agreement.

- 4) **Term and Termination**. This Agreement will commence on the date you first enroll in the R-Health Program. Either you or R-Health may terminate this Agreement, without the showing of any cause, upon giving thirty (30) days' prior written notice to the other party.

- 5) **HIPAA Authorization**. You understand that R-Health, Inc. will require access to the Service Provider medical records and your protected health information ("Medical Records") and that the Medical Records are protected by the Health Insurance Portability and Accountability Act, as amended from time to time ("HIPAA"). You agree to authorize Service Provider to disclose your Medical Records to R-Health for such purposes by completing the HIPAA authorization form that will be provided to you by Service Provider.

- 6) **Communications.** You acknowledge and understand that the Services provided under this Agreement may include the use of e-mail, video chats and cell phone communications with the Service Provider and that such methods of communication are not guaranteed to be secure or confidential methods of communication. You acknowledge this risk and agree that by initiating those types of contacts, responding or otherwise using such forms of electronic communication, you are voluntarily accepting this risk. You hereby authorize the Service Provider to communicate with you using these methods of communication and agree that these communications may become part of your Medical Record. **You understand that e-mail should not be used to access medical care in the event of an emergency or if a condition may reasonably be expected to become an emergency. In emergency situations, in the event you cannot reach your Service Provider, you should dial 9-1-1 and follow the instructions of emergency personnel.**
- 7) **Government Health Programs.** Individuals enrolled in government health programs, such as Medicare and Medicaid, are not eligible to enroll in the R-Health Program.
- 8) **Entire Agreement.** This Agreement represents the entire agreement of the parties and supersedes all oral and written agreements, if any, between the parties.
- 9) **Amendment.** No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all the parties.
- 10) **Severability.** If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect or impair the validity and enforceability of the other provisions of this Agreement, which shall be considered severable and shall remain in full force and effect.
- 11) **Waiver.** No term or provision hereof shall be deemed waived and no breach of contract excused unless such waiver or consent is in writing and signed by the parties. The waiver by either party of a breach or violation of the provisions hereof shall not be construed as a waiver of any subsequent breach of the same provision or another provision hereof.
- 12) **Assignment.** You may not assign your rights and obligations under this Agreement. R-Health, Inc., without your notice or consent, may assign this Agreement to any entity that is controlled, directly or indirectly by, under common control with or affiliated with R-Health, or may assign this Agreement to any of its corporate affiliates, to any successor organization, or to any organization acquiring substantially all of its assets. R-Health may also subcontract for certain services, including a licensed third party administrator if required by state law. This Agreement shall bind and inure to the benefit of the parties hereto and each of their successors and permitted assigns.
- 13) **Notices.** All notices or other communications to be given hereunder shall be in writing and may be delivered by U.S. mail, overnight courier, employer internet website or email. Notice shall be deemed to have been received (a) three days after deposit in the United States mail, postage prepaid, registered or certified, (b) upon personal delivery, (c) upon acknowledgement of receipt from your registered email address, or (d) one day after deposit with an overnight courier service for next day delivery with charges prepaid. Such notices shall be addressed to you at the most recent address shown in R-Health's records and to R-Health as set forth below:
R-Health, Inc.
210 Yorktown Plaza
Elkins Park, PA 19027
- Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.
- 14) **Governing Law.** This Agreement shall be governed by the laws of the State of the selected Service Provider and shall be construed, interpreted and enforced in accordance therewith, without reference to its conflict of law rules.
- 15) **Venue and Waiver of Jury Trial.** Any legal action, suit or proceeding arising out of or relating to this Agreement or the breach thereof ("the Claims") will be instituted in a federal or state court of competent jurisdiction in the Commonwealth of Pennsylvania and each party hereby consents and submits to the personal jurisdiction of such court, waives any objection to venue in such court including any defense of forum non conveniens. **THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO A TRIAL BY JURY WITH RESPECT TO THE CLAIMS. THE PARTIES HEREBY KNOWINGLY, UNCONDITIONALLY AND ABSOLUTELY WAIVE THE RIGHT TO A JURY TRIAL CONCERNING THE CLAIMS AND CONSENT TO A TRIAL BY JUDGE.**

YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS ABOVE, THAT YOU HAVE HAD A REASONABLE PERIOD OF TIME TO CONSIDER THESE TERMS AND THAT YOU ARE HEREBY ENCOURAGED TO CONSULT WITH COUNSEL PRIOR TO ACCEPTING THESE TERMS.