

Colorado Springs Health Collective – Direct Primary Care
TERMS OF SERVICE
Effective Date: August 10, 2025

These Terms of Service (“Terms”) govern your use of the websites and non-clinical services of COBC Brands Direct Primary Care LLC d/b/a Colorado Springs Health Collective – Direct Primary Care (“Company,” “we,” “us,” or “our”). By using our sites or services, you (“you,” “patient,” or “member”) agree to these Terms.

1) Who We Are & How to Reach Us

COBC Brands Direct Primary Care LLC d/b/a Colorado Springs Health Collective – Direct Primary Care
1497 Solitaire St, Colorado Springs, CO 80905
Email: dpc@coshealthcollective.com

2) What These Terms Cover (and Don’t)

These Terms cover use of our public websites, non-clinical communications, scheduling, and access to our patient portal/billing system (via Hint). Clinical care is governed by your Membership Agreement, Consent for Medical Treatment, and our Notice of Privacy Practices (NPP). If there is a conflict about clinical services, your Membership Agreement controls.

3) Our Services (Overview)

We operate a direct primary care (DPC) practice for adults (18+), focusing on preventive care, chronic disease management (stable), acute/minor illness care, care coordination, and appropriate orders for labs/imaging. We may offer telehealth when clinically appropriate. Details of inclusions, response times, fees, and any add-on services are set in your Membership Agreement.

4) Important DPC Disclosures

- DPC is not insurance. A membership does not replace health insurance or other coverage.
- We do not bill third-party payors for services covered under your membership.
- Medicaid: We cannot collect (or attempt to collect) payment from Medicaid recipients for Medicaid-covered services, regardless of our enrollment status.
- Medicare: Private contracting requires a formal Medicare “opt-out.” Until a clinician’s opt-out is effective, we do not accept private payment from Medicare beneficiaries for Medicare-covered services; we will advise on covered vs non-covered options.

5) Telehealth

Telehealth visits are held to the same standard of care as in-person care and are used only when that standard can be met for your concern. Sessions are not recorded by either party without written consent. You may withdraw telehealth consent at any time without affecting access to in-person care.

6) Patient Portal & Messaging

We may provide secure online access via a patient portal (and secure app messaging) for non-urgent issues. You are responsible for:

- Maintaining confidentiality of your credentials
- Keeping your contact information current
- Using the portal/app for non-emergencies only (dial 911 for emergencies)

Response time and scope are governed by your Membership Agreement and clinic policies.

7) Privacy & Data Protection

- HIPAA/PHI: Our use/disclosure of protected health information (PHI) is governed by our Notice of Privacy Practices (NPP); please review it carefully.
- Web privacy: Personal information collected on our public websites is governed by our Privacy Policy (separate from the NPP).
- Contact for privacy questions/rights: Privacy Officer at dpc@coshealthcollective.com.

8) Website Use & Intellectual Property

Site content (text, logos, graphics, software) is owned by us or our licensors and is provided for personal, non-commercial use. You agree not to: (a) copy/modify/distribute content without permission; (b) attempt to gain unauthorized access; (c) use automated scraping/crawling; or (d) violate applicable laws.

9) Payments & Billing

Membership fees, due dates, grace periods, late fees, add-on services, refunds, and cancellation terms are set forth in your Membership Agreement. You agree to keep a valid payment method on file and to promptly update billing information. Billing disputes must be submitted in writing within the timeframe set in your Membership Agreement.

10) Limitations of the Service

We do not provide emergency, specialty, hospital, or 24/7 emergency services or continuous monitoring. For urgent or life-threatening conditions, call 911 or go to the nearest emergency department immediately.

11) No Guarantees; Clinical Judgment

While we aim for excellent outcomes, medicine has inherent uncertainty and no specific results are guaranteed. Clinicians may recommend in-person, urgent care, or emergency department evaluation when clinically indicated.

12) Your Responsibilities

You agree to provide accurate information, disclose medications/allergies, follow agreed-upon care plans (or tell us when choosing otherwise), use communications appropriately, and adhere to scheduling and cancellation policies. Persistent misuse, abusive behavior, or loss of mutual fit may lead to dismissal consistent with law and your Membership Agreement.

13) Third-Party Services & Technology

We may use third-party vendors for hosting, forms, analytics, and communications. We aren't responsible for third-party outages or failures. Our Privacy Policy explains web-data practices; we do not sell/share personal data for targeted advertising.

14) Indemnification

You agree to indemnify and hold harmless the Company and its clinicians/staff for claims arising from your breach of these Terms, unlawful use of the sites/services, or failure to seek appropriate emergency care when advised.

15) Limitation of Liability

To the fullest extent permitted by Colorado law, our total liability for claims relating to these Terms or the sites/services is limited to the amount you paid to us for services in the 12 months preceding the claim. We are not liable for indirect, incidental, or consequential damages.

16) Termination

Either party may terminate the clinical relationship per the Membership Agreement. We may suspend or terminate site access for violations of these Terms.

17) Dispute Resolution; Governing Law

Disputes arising from these Terms will be resolved by binding arbitration in Colorado Springs, Colorado under the rules of the American Arbitration Association. Colorado law governs. Venue for any permitted court action lies in the appropriate courts of El Paso County, Colorado.

18) Changes to These Terms

We may update these Terms; changes take effect upon posting to our website(s). Continued use after posting constitutes acceptance.

19) Entire Agreement; Severability

These Terms, together with our Privacy Policy, NPP, Membership Agreement, and Consent for Medical Treatment, form the entire agreement regarding site use and non-clinical services. If any provision is unenforceable, the remainder remains in full force.