

## ***INFORMED CONSENT FOR HEALTHCARE SERVICES***

**DO NOT USE THIS SERVICE IF YOU MAY BE EXPERIENCING A MEDICAL EMERGENCY. In an emergent situation, you can: (i) call 911; (ii) go to the nearest emergency room; (iii) contact your local crisis center; (iv) if applicable, call the National Suicide Prevention Life-line ([1-800-272-8255](tel:1-800-272-8255)); or (v) if applicable, contact the Crisis Text Line (text “GO” to [741-741](tel:741-741)).**

We are pleased you have chosen for your telehealth and in-person healthcare needs. After you have carefully read this document and had an opportunity to have your questions answered, please indicate your acceptance of this document by checking the box provided and signing and dating this document.

### **I. Your Provider’s Credentials**

Your provider’s credentials were made available to you before scheduling an appointment. If you have any questions about these credentials, please direct them to your telehealth provider. For those states that require it, you can find an explanation of the levels of regulation applicable to telehealth clinicians under the **State Regulations** section of this document.

### **II. Important Information Regarding Your Treatment**

offers treatment by various types of healthcare providers via telecommunications technology (also referred to as "telehealth") and in-person care. Our providers are nurse practitioners and equivalent licensed and non-licensed healthcare professionals, including physicians, as required for supervision and collaboration, in accordance with state law requirements. The services provided may also include health information sharing and non-clinical services, such as patient education, taking place in-person and virtually. The electronic communication systems we use will incorporate network and software security protocols to protect the confidentiality of patient identification and imaging data and will include measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption. There are various benefits associated with telehealth services, including improved access to care by enabling you to remain in your home while the provider consults with you, more efficient care evaluation and management, and obtaining expertise of a specialist as appropriate. Possible risks include delays in evaluation and treatment that could occur due to deficiencies or failures of the equipment and technologies, and in rare events, our provider may determine that the transmitted information is of inadequate quality, thus necessitating a rescheduled telehealth consult, an in-person visit, or a meeting with your local primary care doctor.

**By accepting these terms, you are representing that you have read this document and understand the information found in it.**

At times, your clinician may seek supervision or consultation with other or non- clinicians regarding your treatment, to enhance the services being provided to you given the multiple perspectives, experiences, and treatment philosophies. All team members are ethically and legally bound to maintain your privacy and confidentiality in this scenario, and none of your personal information will be shared or disclosed with any other individual without your consent. Exceptions to confidentiality do exist in certain situations, such as: threat of serious harm to self or others; reasonable suspicion of abuse or neglect of a child, or abuse, neglect, or exploitation of an incapacitated or dependent adult; court order and/or subpoena; permission from the client or guardian (i.e., voluntary release signed by the client or guardian); during supervisory consultations; diagnosis and dates of service shared with an insurance company to collect payments; information released as outlined in ‘s Notice of Privacy Practices and Privacy Policy; and as otherwise required by law.

### III. Fees and Billing Arrangements

Prices are subject to change. You are required to pay all fees for your telehealth and in-person services upfront at the time of service; however, you are not obligated to pay any fees for which another party (e.g., your employer or health plan) pays on your behalf. If you believe any of the fees you have been charged are incorrect, you must immediately contact us in writing regarding the amount in question to be eligible to receive a refund. You irrevocably waive your right to challenge the accuracy of any charge, or otherwise receive a refund, if you fail to notify us in writing within fifteen (15) calendar days after the charge, that you believe the charge is inaccurate (setting forth an explanation of why).

You also hereby authorize the direct payment of all insurance and plan benefits, including Medicare and/or Tricare, as applicable, otherwise payable to or on your behalf for services rendered, to . If you receive payment directly from your insurance company or third-party payer, you agree to immediately forward all healthcare payments that you receive for services provided to you.

### IV. Acknowledgment and Agreement

**By checking the box associated with “Informed Consent”, you acknowledge that you understand and agree with the following:**

1. You hereby consent to receiving 's services, as well as health information sharing and non-clinical services, such as patient education, which are provided both in-person and via telehealth technologies. You understand that and its providers offer medical services, but that these services do not replace the relationship between you and your primary care doctor.
2. You have been given an opportunity to select a provider from prior to the consult, including a review of the provider's credentials.
3. You understand that federal and state law requires health care providers to protect the privacy and the security of health information. You understand that will take steps to make sure that your health information is not seen by anyone who should not see it. You understand that telehealth may involve electronic communication of your personal medical information to other health practitioners who may be located in other areas, including out of state.
4. You understand there is a risk of technical failures during the telehealth encounter beyond the control of . You agree to hold harmless for delays in evaluation or for information lost due to such technical failures.
5. You understand that you have the right to withhold or withdraw your consent to the use of telehealth in the course of your care at any time, without affecting your right to future care or treatment. You understand that you may suspend or terminate use of the telehealth services at any time for any reason or for no reason. You understand that if you are experiencing a medical emergency, you will be directed to dial 9-1-1 immediately and that the providers are not able to connect you directly to any local emergency services.
6. You understand that alternatives to telehealth consultation, such as in-person services, are available to you, and in choosing to participate in a telehealth consultation, you understand that some parts of the services involving tests may be conducted by individuals at your location, or at a testing facility, at the direction of the provider (e.g., labs or bloodwork).
7. You understand that you may expect the anticipated benefits from the use of telehealth and in-person visits in your care, but that no results can be guaranteed or assured.

8. You understand that your healthcare information may be shared with other individuals for scheduling and billing purposes. Persons may be present during the consultation other than the provider in order to operate the telehealth technologies. You further understand that you will be informed of their presence in the consultation and thus will have the right to request the following: (a) omit specific details of your medical history/examination that are personally sensitive to you; (b) ask non-medical personnel to leave the telehealth examination; and/or (c) terminate the consultation at any time.
9. You understand our providers will use their clinical judgment to determine whether a prescription is appropriate for you. However, you understand, there is no guarantee that you will be prescribed any medications.
10. You understand that if you participate in a consultation, that you have the right to request a copy of your medical records which will be provided to you at reasonable cost of preparation, shipping and delivery.
11. You understand that by providing us with your email address and/or telephone number, you consent to receive electronic communications from through various services (e.g., via email, text message, patient portal messages, etc.). These communications may include information from your Provider(s), appointment reminders, payment authorizations, password changes, and other transactional or administrative information. You agree that any notices, agreements, disclosures or other communications sent through the services electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.
12. You have read and you understand the disclosures set forth next to the state in which you are located at the time of the in person or telehealth clinical consultation, as set forth below:

#### **IV.1. STATE REGULATIONS:**

**Alaska:** You understand your primary care provider may obtain a copy of your records of your telehealth encounter. (Alaska Stat. § 08.63.210(C)(2)).

**Arizona:** You understand that all medical records resulting from a telemedicine consultation are part of your medical record. (Ariz. Rev. Stat. Ann. § 36-3602(D)).

**California:** You understand that you have the right to withhold or withdraw your consent to the use of telehealth in the course of your care at any time, without affecting your right to future care or treatment, or, affecting your ability to access covered services from Medi-Cal in the future. You understand that you have the right to access Medi-Cal covered services through an in-person, face-to-face visit or through telehealth. You understand that Medi-Cal provides coverage for transportation services to in-person services when other resources have been reasonably exhausted. (Cal. Welf. & Inst. Code Ann. § 14132.725(d)).

**Connecticut:** You understand that your primary care provider may obtain a copy of your records of your telehealth encounter, and that you can revoke your consent at any time. (Conn. Gen. Stat. Ann. § 19a-906).

**D.C.:** You have been informed of alternate forms of communication between you and a physician for urgent matters. (D.C. Mun. Regs. tit. 17, § 4618.10). Relevant communications with the physician,

including those done via electronic methods shall be documented and filed in your medical record. (D.C. Mun. Regs. tit. 17, § 4618.9).

**Georgia:** You have been given clear, appropriate, accurate instructions on follow-up in the event of needed emergent care related to the treatment. (Ga. Comp. R. & Regs. 360-3-.07(7)).

**Idaho:** You have been informed that if you want to register a formal complaint about a provider, you should visit the medical board's website, here: <https://elitepublic.bom.idaho.gov/IBOMPportal/AgencyAdditional.aspx?Agency=425&AgencyLinkID=650> (Idaho Guidelines for Appropriate Regulation of Telemedicine). You further understand that your informed consent for the use of telehealth services shall be obtained by applicable law. Idaho Statutes 54-5708: <https://legislature.idaho.gov/statutesrules/idstat/title54/t54ch57/sect54-5708/#:~:text=Idaho%20Statutes&text=54%2D5708.,required%20by%20any%20applicable%20law>.

**Indiana:** As a Medicaid patient, you have the right to choose between an in-person visit or telehealth visit. (Indiana Medicaid Manual: Telehealth and Virtual Services).

**Iowa:** You have been informed that if you want to register a formal complaint about a provider, you should visit the medical board's website, here: <https://medicalboard.iowa.gov/consumers/filing-complaint>. (Iowa Admin. Code 653-13.11(147,148,272C)(13.11(18))).

**Kansas:** You understand that if you have a primary care provider or other treating physician, the person providing telemedicine services must send within three business days a report to such primary care or other treating physician of the treatment and services rendered to you during the telemedicine encounter. (Kan. Stat. Ann. § 40-2,212(2)(d)(2)(A)). You understand that the complaint process may be found here: <http://www.ksbha.org/complaints.shtml>

**Kentucky:** You have been informed that if you want to register a formal complaint about a provider, you should visit the medical board's website, here: <https://kbml.ky.gov/grievances/Pages/default.aspx>. (Kentucky Board Opinion on the Use of Telemedicine Technologies (2014): <https://kbml.ky.gov/board/Documents/Board%20Opinion%20regarding%20The%20Use%20of%20Telemedicine%20Technologies%20in%20the%20Practice%20of%20Medicine.pdf>, as amended September 15, 2022).

**Louisiana:** You understand the role of other health care providers that may be present during the consultation other than the telehealth provider. (46 La. Admin. Code Pt XLV, § 7511).

**Maine:** You have been informed that if you want to register a formal complaint about a provider, you should visit the medical board's website, here: <https://www.maine.gov/md/discipline/file-complaint.html>. (Code Me. R. tit. 02-373 Ch. 11, § 3.).

**Nebraska:** If you are a Medicaid recipient, you retain the option to refuse the telehealth consultation at any time without affecting your right to future care or treatment and without risking the loss or withdrawal of any program benefits to which the patient would otherwise be entitled. All existing confidentiality protections shall apply to the telehealth consultation. You shall have access to all medical information resulting from the telehealth consultation as provided by law for access to your medical records. Dissemination of any patient identifiable images or information from the telehealth consultation to researchers or other entities shall not occur without your written consent. You understand that you have the right to request an in-person consult immediately after the telehealth consult and you will be informed if such consult is not available. (Neb. Rev. Stat. Ann. § 71-8505; 471 Neb. Admin. Code § 1-006.05).

**New Hampshire:** You understand that the telehealth provider may forward your medical records to your primary care or treating provider. (N.H. Rev. Stat. § 329:1-d).

**New Jersey:** You understand you have the right to request a copy of your medical information and you understand your medical information may be forwarded directly to your primary care provider or health care provider of record, or upon your request, to other health care providers. (N.J. Rev. Stat. Ann. § 45:1-62).

**Ohio:** You understand that the telehealth provider may forward your medical records to your primary care or treating provider. Ohio Admin. Code 4731-11-09(C).

**Pennsylvania:** You understand that you may be asked to confirm your consent to telehealth services. (40 PS §1303.504(b)).

**Rhode Island:** If you use e-mail or text-based technology to communicate with your provider, then you understand the types of transmissions that will be permitted and the circumstances when alternate forms of communication or office visits should be utilized. You have also discussed security measures, such as encryption of data, password protected screen savers and data files, or utilization of other reliable authentication techniques, as well as potential risks to privacy. You acknowledge that your failure to comply with this agreement may result in the telehealth provider terminating the relationship. (Rhode Island Medical Board Guidelines).

**South Carolina:** You understand your medical records may be distributed in accordance with applicable law and regulation to other treating health care practitioners. (S.C. Code Ann. § 40-47-37). You also understand that if you are a Medicaid beneficiary, you can withdraw your consent at any time. (South Carolina Health and Human Svcs. Dept. Physicians Provider Manual, p. 35 (Feb. 2024)).

**South Dakota:** You have received disclosures regarding the delivery models and treatment methods or limitations. You have discussed with the telehealth provider the diagnosis and its evidentiary basis, and the risks and benefits of various treatment options. (S.D. Codified Laws § 34-52-3).

**Tennessee:** You understand that you may request an in-person assessment before receiving a telehealth assessment if you are a Medicaid recipient. (TN Dept. of Mental Health and Substance Abuse Services. Office of Crisis Services Telecommunications Guidelines, p. 8, (2012) (Accessed Jan. 2024)).

**Texas:** You understand that your medical records may be sent to your primary care physician. (Tex. Occ. Code Ann. § 111.005). You have been informed of the following notice:

NOTICE CONCERNING COMPLAINTS- Complaints about physicians, as well as other licensees and registrants of the Texas Medical Board, including physician assistants, acupuncturists, and surgical assistants may be reported for investigation at the following address: Texas Medical Board, Attention: Investigations, 333 Guadalupe, Tower 3, Suite 610, P.O. Box 2018, MC-263, Austin, Texas 78768-2018, Assistance in filing a complaint is available by calling the following telephone number: 1-800-201-9353, For more information, please visit our website at [www.tmb.state.tx.us](http://www.tmb.state.tx.us).

AVISO SOBRE LAS QUEJAS- Las quejas sobre médicos, así como sobre otros profesionales acreditados e inscritos del Consejo Médico de Tejas, incluyendo asistentes de médicos, practicantes de acupuntura y asistentes de cirugía, se pueden presentar en la siguiente dirección para ser investigadas: Texas Medical Board, Attention: Investigations, 333 Guadalupe, Tower 3, Suite 610, P.O. Box 2018, MC-263, Austin, Texas 78768-2018, Si necesita ayuda para presentar una queja, llame al: 1-800-201-9353, Para obtener más información, visite nuestro sitio web en [www.tmb.state.tx.us](http://www.tmb.state.tx.us)

**Utah:** You understand (i) any additional fees charged for telehealth services, if any, and how payment is to be made for those additional fees, if the fees are charged separately from any fees for face-to-face services provided in combination with the telehealth services; (ii) to whom your health information may be disclosed and for what purpose, and have received information on any consent governing release of your patient-identifiable information to a third-party; (iii) your rights with respect to

patient health information; (iv) appropriate uses and limitations of the site, including emergency health situations. You understand that the telehealth services meets industry security and privacy standards, and comply with all laws referenced in Subsection 26-60-102(8)(b)(ii). You were warned of: potential risks to privacy notwithstanding the security measures and that information may be lost due to technical failures, and agree to hold the provider harmless for such loss. You have been provided with the location of telehealth company's website and contact information. You were able to select your provider of choice, to the extent possible. You were able to select your pharmacy of choice. You are able to a (i) access, supplement, and amend your patient-provided personal health information; (ii) contact your provider for subsequent care; (iii) obtain upon request an electronic or hard copy of your medical record documenting the telemedicine services, including the informed consent provided; and (iv) request a transfer to another provider of your medical record documenting the telemedicine services. (Utah Admin. Code r. 156-1-603).

**Virginia:** You acknowledge that you have received details on security measures taken with the use of telemedicine services, such as encrypting date of service, password protected screen savers, encrypting data files, or utilizing other reliable authentication techniques, as well as potential risks to privacy notwithstanding such measures; You agree to hold harmless for information lost due to technical failures; and you provide your express consent to forward patient-identifiable information to a third party. (Virginia Board of Medicine Guidance Document 85-12).

**Vermont:** You understand that you have the right to receive a consult with a distant-site provider and will receive one upon request immediately or within a reasonable time after the results of the initial consult. You understand that receiving telehealth services via store-and-forward technologies by does not preclude you from receiving real-time telemedicine or face-to-face services with the distant provider at a future date. (Vt. Stat. Ann. § 9361).

You have been informed that if you want to register a formal complaint about a provider, you should visit the medical board's website, here: <http://www.healthvermont.gov/health-professionals-systems/board-medical-practice/file-complaint>; Board of Osteopathic Examiners can be found at: <https://www.sec.state.vt.us/professional-regulation/file-a-complaint-employer-mandatory-reporting.aspx>. (Vt. Board of Medical Practice, Policy on the Appropriate Use of Telemedicine Technologies in the Practice of Medicine (March 1, 2023)).

**You have read this document carefully, and understand the risks and benefits of the telehealth services and have had your questions regarding the services explained and you hereby give your informed consent to participate in an in person or telehealth consultation under the terms described herein.**