

EUREKA HEALTH INFORMED CONSENT FOR TELEHEALTH 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 Lifeline (1-800-272-8255); or (v) if applicable, contact the Crisis Text Line (text “GO” to 741-741).

We are pleased you have chosen Eureka Health for your telehealth needs. This document is intended to inform you of what you can expect of your clinician in terms of his or her credentials and in connection with your treatment via telehealth. After you have carefully read this document and had an opportunity to have your questions answered, certain state laws mandate that you must sign and date it before commencing services.

YOUR TELEHEALTH 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 mental health clinicians under the **STATE REGULATIONS** section of this document.

IMPORTANT INFORMATION REGARDING YOUR TREATMENT BY TELEHEALTH HEALTH PROVIDERS, INCLUDING POTENTIAL RISKS AND BENEFITS. Eureka Health offers treatment by various types of healthcare providers via telecommunications technology (also referred to as “telehealth”). Our providers may include physicians, nurses, and equivalent licensed professionals. The services provided may also include chart review, remote prescribing, appointment scheduling, refill reminders, health information sharing, and non-clinical services, such as patient education. 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 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 or a meeting with your local primary care doctor.

At times, your clinician may seek supervision or consultation with other Eureka Health or non-Eureka Health 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 Eureka Health’s Notice of Privacy Practices and Privacy Policy; and as otherwise required by law.

TREATMENT AND CONFIDENTIALITY OF MINORS. In accordance with state laws, consent for treatment of a minor can only be authorized by a current legal guardian for the minor. If the parents of a minor are separated, treatment is provided to the minor only with the written consent of both parents. If the

parents of the minor are divorced, consent for treatment of the minor may be given by the parent authorized to make medical decisions for the minor. If a court of law has ordered that medical decisions for the minor are to be made jointly by the minor's parents, then consent of both parents is required for treatment of the minor. In the case of minors, as defined by state law, parents may request information about their child's diagnosis or treatment. While release of this information will be provided, it is best that the process be a collaborative one involving the minor, parent, and clinician in order to maintain the rapport established between the minor and clinician since rapport is vital to treatment success. Therefore, unless there is a safety concern, the minor would be consulted about the disclosure and encouraged to share the information with the parent first in order to establish better communications within the family structure.

FEES AND BILLING ARRANGEMENTS. Prices are subject to change. You are required to pay all fees for your telehealth 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, Medicaid and/or Tricare, otherwise payable to or on your behalf for services rendered, to Eureka Health or to Eureka Health provider. 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.

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

1. You hereby consent to receiving Eureka Health's services via telehealth technologies. You understand that Eureka Health and its providers offer telehealth-based medical services, but that these services do not replace the relationship between you and your primary care doctor. You also understand it is up to the Eureka Health provider to determine whether or not your specific clinical needs are appropriate for a telehealth encounter.
2. You have been given an opportunity to select a provider from Eureka Health 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 Eureka Health 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 Eureka Health. You agree to hold harmless Eureka Health 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, that you will be directed to dial 9-1-1 immediately and that the Eureka Health 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 Eureka Health provider (e.g., labs or bloodwork).
7. You understand that you may expect the anticipated benefits from the use of telehealth 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 Eureka Health 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 that you will not be prescribed any narcotics, nor is there any guarantee that you will be given a prescription at all.
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 have read and you understand the disclosures set forth next to the state in which you are located at the time of the telehealth encounter, as set forth below:

STATE REGULATIONS:

Alaska: You understand your primary care provider may obtain a copy of your records of your telehealth encounter. (Alaska Stat. § 08.64.364).

Arizona: You understand that all medical records resulting from a telemedicine consultation are part of your medical record. (A.R.S. § 12-2291.)

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)).

Colorado: You are informed that if you want to register a formal complaint about a provider, you should file at <https://dpo.colorado.gov/FileComplaint>.

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).

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)).

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>

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/IBOMPortal/AgencyAdditional.aspx?Agency=425&AgencyLinkID=650II>

Illinois: You have been informed that if you want to register a formal complaint about a provider, you should visit the Illinois Division of Professional Regulation at
<https://www.idfpr.com/admin/DPR/DPRcomplaint.asp>

Indiana: As a Medicaid patient, you have the right to choose between an in-person visit or telehealth visit. 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.in.gov/attorneygeneral/2434.htm>.

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>

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>

Maryland: Regarding audiologists, speech language pathologists, and hearing aid dispensers, you recognize the inability to have direct, physical contact with the patient is a primary difference between telehealth and direct in-person service delivery. The knowledge, experiences, and qualifications of the consultant providing data and information to the provider of the telehealth services need not be completely known to and understood by the provider. The quality of transmitted data may affect the quality of services provided by the provider. Changes in the environment and test conditions could be impossible to make during delivery of telehealth services. Telehealth services may not be provided by correspondence only. (Md. Code Regs. 10.41.06.04). 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.mbp.state.md.us/forms/complaint.pdf>.

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). You have been informed that if you want to register a formal complaint about a provider, you should visit: <https://dhhs.ne.gov/Pages/Complaints.aspx>

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).

Oklahoma: 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.okmedicalboard.org/complaint>.

Board of Osteopathic Examiners can be found at: <https://www.ok.gov/osboe/faqs.html>

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).

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.

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.

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

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 [Eureka Health] 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 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>

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 a telehealth consultation under the terms described herein.