

MDLIVE MEDICAL GROUP INFORMED CONSENT

Telehealth involves the use of electronic communications to enable healthcare providers at different locations to share individual patient medical information for the purpose of improving patient care. Telehealth services also include remote monitoring, tele-pharmacy, prescription refills, appointment scheduling, regional health information sharing, and non-clinical services, such as education programs, administration, and public health. Medical Group providers may include primary care practitioners, specialists, and/or subspecialists. The information may be used for diagnosis, therapy, follow-up and/or education, and may include any combination of the following: (1) patient medical records; (2) medical images; (3) live two-way audio and video; (4) interactive audio; and (5) output data from medical devices and sound and video files.

Electronic systems used 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.

Primary responsibility for your medical care should remain with your local primary care doctor, if you have one, as does your medical record.

Expected Benefits:

- Improved access to medical care by enabling you to remain in your local healthcare site (i.e. home) while the provider consults and obtains test results at distant/other sites.
- More efficient medical evaluation and management.
- Obtaining expertise of a specialist.

Possible Risks:

- Delays in medical evaluation and treatment could occur due to deficiencies or failures of the equipment and technologies.
- In rare events, the provider may determine that the transmitted information is of inadequate quality, thus necessitating a rescheduled telehealth consult or a face-to-face meeting with your local primary care doctor.
- In very rare events, security protocols could fail, causing a breach of privacy of personal medical information.
- In rare events, a lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other judgment errors.

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

1. I hereby consent to receiving Medical Group's services via telehealth technologies. I understand that Medical Group and its consulting providers offer telehealth services, but that these services do not replace the relationship between me and my primary care doctor. I also understand it is up to the Medical Group provider to determine whether or not my needs are appropriate for a telehealth encounter.
2. I have been given an opportunity to select a consulting provider from the Medical Group prior to the consult, including a review of the consulting provider's credentials.
3. I understand that federal and state law requires health care providers to protect the privacy and the security of health information. I understand that Medical Group will take steps to make sure that my health information is not seen by anyone who should not see it. I understand that telehealth may involve electronic communication of my personal medical

information to other medical practitioners who may be located in other areas, including out of state.

4. I understand there is a risk of technical failures during the telehealth encounter beyond the control of Medical Group. I agree to hold harmless Medical Group for delays in evaluation or for information lost due to such technical failures.
5. I understand that I have the right to withhold or withdraw my consent to the use of telehealth in the course of my care at any time, without affecting my right to future care or treatment. I understand that I may suspend or terminate access to the service at any time for any reason or for no reason. I understand that if I am experiencing a medical emergency, that I will be directed to dial 9-1-1 immediately and that the MDLIVE health service specialists are not able to connect me directly to any local emergency services.
6. I understand the alternatives to telehealth consultation, such as in-person services are available to me, and in choosing to participate in a telehealth consultation, I understand that some parts of the services involving physical tests may be conducted by individuals at my location, or at a testing facility, at the direction of the Medical Group consulting healthcare provider (e.g. labs or bloodwork).
7. I understand video images and audio recordings of me may be captured and stored electronically. I understand that these recordings may be later viewed and used for purposes of evaluation and training, which may include Medical Group non-physician personnel and students. I understand and consent to the use of these images and audio recordings for the telehealth consultation and, potentially, evaluation, education and training.
8. I understand that I may expect the anticipated benefits from the use of telehealth in my care, but that no results can be guaranteed or assured.
9. I understand that my healthcare information may be shared with other individuals for scheduling and billing purposes. Persons may be present during the consultation other than the Medical Group provider in order to operate the telehealth technologies. I further understand that I will be informed of their presence in the consultation and thus will have the right to request the following: (1) omit specific details of my medical history/examination that are personally sensitive to me; (2) ask non-medical personnel to leave the telehealth examination; and/or (3) terminate the consultation at any time.
10. I understand that I will not be prescribed any Drug Enforcement Agency controlled substances nor is there any guarantee that I will be given a prescription at all.
11. I understand that if I participate in a consultation, that I have the right to request a copy of my medical records which will be provided to me at reasonable cost of preparation, shipping and delivery.
12. I understand that in the event of any problem with the website or related services, I agree that my sole remedy is to cease using the website or terminate access to the service. Under no circumstances will MDLIVE or any MDLIVE subsidiary or affiliate be liable in any way for the use of the telehealth services, including but not limited to, any errors or omissions in content or infringement by any content on the website of any intellectual property rights or other rights of third parties, or for any losses or damages of any kind arising directly or indirectly out of the use of, inability to use, or the results of use of the website, and any website linked to the website, or the materials or information contained on any or all such websites. I agree that I will not hold MDLIVE, its subsidiaries or affiliates liable for any punitive, exemplary, consequential, incidental, indirect or special damages

(including, without limitation, any personal injury, lost profits, business interruption, loss of programs or other data on my computer or otherwise) arising from or in connection with your use of the website whether under a theory of breach of contract, negligence, strict liability, malpractice or otherwise, even if we or they have been advised of the possibility of such damages.

13. I understand that MDLIVE makes no representation that materials on this website are appropriate or available for use in any other location. I understand that if I access these services from a location outside of the United States, that I do so at my own risk and initiative and that I am ultimately responsible for compliance with any laws or regulations associated with my use.

14. **Additional State-Specific Consents:** The following consents apply to users accessing the MDLIVE website for the purposes of participating in a telehealth consultation as required by the states listed below:

- a. Arizona: Guardian consents to verify his/her identity prior to performing a mental health screening or mental health treatment on a minor. AZ ST § 36-2272.
- b. Connecticut: I understand that my primary care provider may obtain a copy of my records of any telehealth interaction. CT Public Act No. 15-88 (2015).
- c. Iowa: I understand that as necessitated by the availability of resources in the community where services are delivered, telehealth may be used in delivering and coordinating interventions with appropriate providers for autism support, subject to the licensure of the participating provider. Iowa Code Ann. § 225D.2.
- d. Kentucky: I understand that I have the right to be informed of any party who will be present at the site during the telehealth consult and I have the right to exclude anyone from being present. I also understand that I have the right to object to the videotaping of the telehealth consultation. KY Admin. Regs. Tit. 907, 3:170.
- e. Maryland: I understand that I cannot request telehealth services to be conducted via correspondence only. Code of MD Reg. 10.41.06.04.
- f. Nebraska: I understand that I have the right to be informed of any party who will be present at the site during the telehealth consult and I have the right to exclude anyone from being present. I understand that any dissemination of identifiable images or information from a consult requires my express permission. I understand that I have the right to request an in-person consult immediately after the telehealth consult and I will be informed if such consult is not available. NE Revised Stat. 71-8505; NE Admin. Code Tit. 471, Ch. 1.
- g. Nevada: I understand that the transmission of any confidential medical information while engaged in telemedicine is subject to all applicable federal and state laws with respect to the protection of and access to confidential medical information. NV Rev. Stat. Ann. § 633.0165.
- h. Pennsylvania: I understand that I may be asked to confirm my consent to behavioral health or tele-psych services.
- i. Tennessee: I understand that I may request an in-person assessment before receiving a telehealth assessment.
- j. Vermont: I understand that I 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. I understand that receiving tele-dermatology

or tele-ophthalmology services via MDLIVE does not preclude me from receiving real-time telemedicine or face-to-face services with the distant provider at a future date. VT Stat. Ann. § 9361.