

Veritex Health

Informed Consent for Telemedicine Services

Introduction:

Veritex Health provides telemedicine services to patients using electronic communication technologies. By agreeing to this informed consent (“Consent”), you have elected to receive telemedicine services from Veritex Health. If you have questions about whether telemedicine is appropriate for your medical condition, the risks associated with its use, or the provider’s credentials and professional background, please ask your Veritex Health provider. Only use the Services if you have read this information and subsequently made an informed decision that the Services are right for you. If you have any questions, please email us at contact@veritexhealth.com.

In exchange for your use of telemedicine services, you acknowledge and agree to the following terms and conditions of this Consent:

1. Use of Telemedicine Services

You understand and agree that:

- **Telemedicine is Not for Emergencies:** The telemedicine services provided by Veritex Health are not intended for emergency medical needs. If you experience a medical emergency, you should seek immediate care in-person or call 911.
- **Geographic Limitations:** You understand that the provider must be licensed in the state where you are physically located at the time of the telemedicine visit. You agree to accurately disclose your location at the beginning of each telemedicine encounter.
- **Provider Discretion:** The Veritex Health provider will decide, in their sole discretion, whether it is appropriate to treat your condition using telemedicine.
- **In-Person Visits:** You or your Veritex Health provider may require an in-person examination if deemed necessary for your care.
- **Communication Response Time:** The anticipated response time for electronic communications submitted through telemedicine varies, and you accept any risks associated with this response time, including delays in obtaining medical care.
- **No Warranty or Guarantee:** No warranty or guarantee has been made to you concerning any particular result related to your condition or diagnosis.

2. Risks Associated with Telemedicine

You understand that the use of telemedicine services has risks associated with it, such as:

- **Information Limitations:** Information transmitted through telemedicine may be insufficient to allow for appropriate medical decision-making by the provider.
- **Technical Failures:** Failures of equipment or infrastructure may cause delays in medical evaluation and treatment, or loss of information.
- **Privacy Risks:** Unauthorized access to your medical information is a potential risk. Although Veritex Health and its technology vendors strive to prevent unauthorized access through encryption and other security measures, no system can guarantee complete security.

3. Privacy and Confidentiality

You understand that the laws that protect the privacy and the confidentiality of health information also apply to telemedicine services. You understand that Veritex Health may use HIPAA-compliant third-party vendors to facilitate telemedicine services. You consent to your protected health information being shared with these vendors as necessary to provide telemedicine services. You also understand that telemedicine involves electronic communication of your personal health information to health care providers who may be located in other areas, including out of state, and that your health care provider may disclose your personal health information, except as prohibited by federal or state law.

4. Accuracy of Information Submitted to Veritex Health Provider

You acknowledge and agree that you are solely responsible for ensuring that the information submitted by you through telemedicine is accurate, complete, and current. You understand that Veritex Health provider will rely on this information to diagnose and prepare a treatment plan for your medical condition and that your failure to provide accurate, complete, and current information may lead to a delay in your treatment or a misdiagnosis.

5. Release and Waiver

You acknowledge and agree to limit, disclaim, and release Veritex Health from liability in connection with the use of telemedicine services.

6. Expenses

You understand and agree that you are responsible for the cost of all professional fees associated with your use of telemedicine services, which may change from time to time, and the cost of any medications or supplies prescribed by Veritex Health provider, if applicable.

7. Other Legal Terms

This Consent cannot be amended except in writing by mutual agreement of Veritex Health and you. If any provision is or becomes unenforceable or invalid, the other provisions will continue with the same effect.

8. Right to Revoke

You understand that you can revoke this Consent by sending written notice to Veritex Health (“Revocation”). You agree that your Revocation must contain your name and your address. You also understand that your Revocation means that you are not permitted to receive care using telemedicine. Your Revocation will be effective upon Veritex Health’s receipt of your written notice, except that your Revocation will not have any effect on any action taken by the provider in reliance on this Consent before it received your written notice of Revocation.

9. Insurance & Patient Responsibility

Veritex Health currently accepts payment from select federal and state health care programs for the Services as well as certain insurance plans. You understand that insurance coverage for telemedicine services may vary depending on your specific plan and state regulations.. You

understand and agree that Veritex Health will attempt to bill any insurance, including federal or state health care programs, for Services rendered. You agree to be financially responsible for any services not covered by your insurance. In the event that services are not covered by insurance or there is patient responsibility due to the practice, Veritex Health may have to unenroll the user from the program and terminate our relationship.

10. Technology Requirements

You understand that you are responsible for providing the necessary telecommunications equipment and internet access for the telemedicine services. You acknowledge that the quality of the telemedicine services may be impacted by your internet bandwidth or the capabilities of your personal devices.

11. Authorization for Audio and Video Recording

By consenting to receive telemedicine services from Veritex Health, you authorize us to record audio and/or video of your telemedicine visits. These recordings are used solely for documentation purposes and become part of your electronic health record.

1. Purpose of Recording:

- Documentation: Audio and video recordings help ensure accurate and complete documentation of your medical history, assessments, and treatment plans.
- Quality Assurance: Recordings may be reviewed for quality assurance and training purposes to improve our telemedicine services.

2. Privacy and Security:

- Confidentiality: All recordings are treated as confidential and are protected under HIPAA and other applicable privacy laws.
- Secure Storage: Recordings are stored securely within your electronic health record and access is restricted to authorized personnel only.

3. Patient Rights:

- Voluntary Participation: You have the right to refuse audio or video recording. Refusal will not affect your access to care or treatment.
- Access to Recordings: You have the right to request access to the recordings as part of your medical record, subject to applicable laws.

4. Withdrawal of Consent:

You may withdraw your consent for audio or video recording at any time by notifying us in writing. Withdrawal will not affect any recordings made prior to the receipt of your withdrawal.

5. Acknowledgment:

By signing this informed consent, you acknowledge that you understand the purpose and use of audio and video recordings as part of your telemedicine visits and authorize Veritex Health to record and store such recordings in your health record.

Additional State-Specific Consents

The following consents apply to users accessing Veritex Health services for the purposes of participating in a telehealth consultation as required by the states listed below:

- Alaska: I understand my primary care provider may obtain a copy of my records of my telehealth encounter. (Alaska Stat. § 08.64.364).
- Arizona: I understand I am entitled to all existing confidentiality protections pursuant to A.R.S. § 12-2292. I also understand all medical reports resulting from the telemedicine services are part of my medical record as defined in A.R.S. § 12-2291. I also understand dissemination of any images or information identifiable to me for research or educational purposes shall not occur without my consent unless authorized by state or federal law. (Ariz. Rev. Stat. Ann. § 36-3602).
- Connecticut: I understand that my primary care provider may obtain a copy of my records of my telemedicine services. (Conn. Gen. Stat. Ann. § 19a-906).
- District of Columbia: I have been informed of alternate forms of communication between me and a physician for urgent matters. (D.C. Mun. Regs. tit. 17, § 4618.10).
- Georgia: I have been given clear, appropriate, accurate instructions on follow-up in the event of needed emergent care related to the telemedicine services. (Ga. Comp. R. & Regs. 360-3-.07(7)).
- Iowa: I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, here:
<https://medicalboard.iowa.gov/consumers/filing-complaint>.
- Idaho: I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, here:
<https://bom.idaho.gov/BOMPortal/AgencyAdditional.aspx?Agency=425&AgencyLinkID=650>
- Indiana: I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, here:
<https://www.in.gov/attorneygeneral/2434.htm>.
- Kansas: I understand that if I 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 me during the telemedicine services. (Kan. Stat. Ann. § 40-2,212(2)(d)(1)(A)).

- Kentucky: I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, here:
<https://kbml.ky.gov/grievances/Pages/default.aspx>.
- Maine: I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, here:
<https://www.maine.gov/md/discipline/file-complaint.html>.
- New Hampshire: I understand that the Veritex Health provider may forward my medical records to my primary care or treating provider. (N.H. Rev. Stat. § 329:1-d).
- New Jersey: I understand I have the right to request a copy of my medical information and I understand my medical information may be forwarded directly to my primary care provider or health care provider of record, or upon my request, to other health care providers. (N.J. Rev. Stat. Ann. § 45:1-62).
- Oklahoma: I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, here:
<http://www.okmedicalboard.org/complaint>.
- Rhode Island: If I use e-mail or text-based technology to communicate with my Veritex Health provider, then I understand the types of transmissions that will be permitted and the circumstances when alternate forms of communication should be utilized. I 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.
- South Carolina: I understand my 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: I have received disclosures regarding the telemedicine services and limitations. (S.D. SB136 (not yet codified)).
- Texas: I understand that my medical records may be sent to my primary care physician. (Tex. Occ. Code Ann. § 111.005). I 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>).

- Utah: I understand (i) any additional fees charged for telemedicine services, if any, and how payment is to be made for those additional fees; (ii) to whom my health information may be disclosed and for what purpose, and have received information on any consent governing release of my patient-identifiable information to a third-party; (iii) my rights with respect to patient health information; (iv) appropriate uses and limitations of the telemedicine services, including emergency health situations. I understand that the telemedicine services Veritex Health provides meet industry security and privacy standards and comply with all laws referenced in the Utah regulations. I was 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. I have been provided with the location of Veritex Health's website and contact information. I am able to (i) access, supplement, and amend my patient-provided personal health information; and (ii) obtain upon request an electronic or hard copy of my medical record documenting the telemedicine services, including the Consent provided; and (iii) request a transfer to another provider of my medical record documenting the telemedicine services. (Utah Admin. Code r. 156-1-602).
- Virginia: I acknowledge that I have received details on security measures taken with the use of telemedicine services, as well as potential risks to privacy notwithstanding such measures. I agree to hold harmless Veritex Health for information lost due to technical failures; and I provide my express consent to forward patient-identifiable information to a third party. (Virginia Board of Medicine Guidance Document 85-12).

Consent

By accepting this Informed Consent for Telemedicine Services, you acknowledge your understanding and agreement to the following:

- I give my informed consent to the use of telemedicine services by the Providers at Veritex Health.
- I have read the above information and have had an opportunity to ask questions.
- I understand the benefits and risks of receiving telemedicine services.
- I understand that the Provider may determine in his or her sole discretion that my condition is not suitable for treatment using telemedicine and that I may need to seek medical care and treatment in-person or from an alternative source.
- I understand that I have the right to withhold or withdraw my consent to the use of telemedicine in the course of my care at any time by contacting Veritex Health at contact@veritexhealth.com with such instruction; otherwise, this consent will be considered renewed upon each new telemedicine encounter with the Providers.

- I understand that while the use of telemedicine services may provide potential benefits to me, as with any medical care service, no such benefits or specific results can be guaranteed.
- I understand that I have the right to access my health and wellness information pertaining to the Services delivered via telemedicine in accordance with applicable laws and regulations.
- I agree and authorize the Providers to release information regarding the telemedicine exam to Veritex Health and its affiliates.
- I authorize Veritex Health to contact my healthcare professionals on file and to obtain copies of any medical records that could be useful in assisting with my care. I also acknowledge that I can rescind authorization to obtain my medical records at any time.

Veritex Health

Privacy and Confidentiality Policy

Introduction

At Veritex Health, we are committed to protecting the privacy and confidentiality of our patients' personal and health information. Our telemedicine services are designed to offer convenient and accessible care while ensuring the highest standards of privacy and security. This Privacy and Confidentiality Policy explains how we collect, use, protect, and share your information in compliance with the Health Insurance Portability and Accountability Act (HIPAA) and other applicable laws and regulations.

1. Information We Collect

Personal Information:

- Contact Information: Name, address, telephone number, email address.
- Demographic Information: Date of birth, gender, race, and other relevant details.
- Health Information: Medical history, treatment plans, medication lists, diagnostic information, and other health-related data.
- Payment Information: Credit card numbers, billing addresses, and insurance details.

Usage Information:

- Technical Information: IP address, browser type, device identifiers, and operating system.
- Usage Data: Pages visited, links clicked, and other interactions with our Sites.

2. How We Collect Your Information

- Directly from You: Information provided during telemedicine consultations, registration, and communication with us.
- Automatically: Information collected through cookies, web beacons, and similar technologies when you use our Sites.
- From Third Parties: Information obtained from healthcare providers, insurers, and other authorized entities.

3. Use of Your Information

Veritex Health uses your Personal Information to:

- Provide and improve telemedicine services.
- Process payments and insurance claims.
- Communicate with you about your care and treatment options.
- Analyze usage patterns to enhance our Sites and services.
- Ensure compliance with legal and regulatory requirements.
- Conduct research and quality assurance activities in a de-identified manner.
- To fulfill public health reporting requirements, such as communicable disease reporting, as mandated by state and federal laws.

4. Sharing Your Information

We will not sell, rent, or lease your Personal Information to third parties. Any sharing of your information will be limited to the purposes described in this policy and as permitted by applicable laws and regulations. We may share your Personal Information with:

- Healthcare Providers: Physicians, nurse practitioners, and other professionals involved in your care.
- Business Associates: Third-party service providers who assist us in delivering telemedicine services (e.g., payment processors, IT support).
- Legal Authorities: When required to comply with legal obligations, court orders, or regulatory requirements.
- Research and Public Health Authorities: In de-identified form for research and public health purposes.

5. HIPAA Compliance

Veritex Health is committed to complying with HIPAA and protecting your Protected Health Information (PHI). We implement the following measures to ensure compliance:

- Administrative Safeguards: Policies and procedures to manage the selection, development, implementation, and maintenance of security measures.
- Physical Safeguards: Controls to limit physical access to facilities and equipment that store PHI.
- Technical Safeguards: Technology and policies to protect electronic PHI and control access to it.
- Employee Training: Regular training for staff on privacy and security practices.

6. Security of Your Information

We use industry-standard security measures, including encryption, firewalls, and secure servers, to protect your Personal Information from unauthorized access, use, or disclosure. While we strive to maintain the security of your information, no method of transmission over the Internet

or electronic storage is 100% secure. We encourage you to use caution when sharing personal information online.

7. Breach Notification

In the event of a breach of unsecured Protected Health Information, we will notify you in accordance with HIPAA Breach Notification Rule requirements. This notification will be made without unreasonable delay and in no case later than 60 days after discovery of the breach.

8. Your Rights

You have the following rights regarding your Personal Information:

- Access: Request access to your health records and personal data.
- Amendment: Request corrections to inaccurate or incomplete information.
- Restriction: Request limitations on how we use or disclose your information.
- Confidential Communication: Request alternative means of communication or confidential communication channels.
- Accounting of Disclosures: Request a report of disclosures of your PHI.
- Revocation: Withdraw consent for certain uses of your information, except where we have already relied on it.
- Data Portability: Request a copy of your electronic health information in a format that can be easily shared with other healthcare providers.

9. Retention of Personal Information

We retain your Personal Information for as long as necessary to fulfill the purposes outlined in this Privacy Policy or as required by law. We may also retain your information to comply with our legal obligations, resolve disputes, and enforce our agreements.

10. Privacy of Minors.

We may collect and process personal information of minors, including children under 13, when providing medical services. We do this only with the consent of a parent or legal guardian, except in cases of emergency or as otherwise permitted by law. Parents or legal guardians have the right to request access to, correction of, or deletion of their child's personal information. We take additional precautions to protect the privacy of minors' health information in accordance with HIPAA and state laws.

11. Changes to This Privacy Policy

Veritex Health reserves the right to update or change this Privacy Policy at any time. We will notify you of significant changes through email or a notice on our Sites. Your continued use of our telemedicine services after any modifications indicates your acceptance of the updated policy.

12. Contact Us

If you have any questions or concerns about this Privacy and Confidentiality Policy or our privacy practices, please contact us at:

Veritex Health

Email: contact@veritexhealth.com

Address: 2119 E Norris St, Philadelphia, PA 19134