



Telehealth Consent & Open Payments notice

Jackson's Health Family Health NP PLLC/JHI/JHinteractive

INFORMED CONSENT REGARDING USE OF TELEHEALTH

Last updated: June 1st, 2023

BY CLICKING "I AGREE," CHECKING A RELATED BOX TO SIGNIFY YOUR ACCEPTANCE, USING ANY OTHER ACCEPTANCE PROTOCOL PRESENTED THROUGH THE SERVICE OR OTHERWISE AFFIRMATIVELY ACCEPTING THIS CONSENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPTED, AND AGREED TO BE BOUND BY THIS CONSENT. IF YOU DO NOT AGREE TO THIS CONSENT, DO NOT CREATE AN ACCOUNT OR USE THE SERVICE. YOU HEREBY GRANT AGENCY AUTHORITY TO ANY PARTY WHO CLICKS ON THE "I AGREE" BUTTON OR OTHERWISE INDICATES ACCEPTANCE TO THIS CONSENT ON YOUR BEHALF.

IF YOU ARE EXPERIENCING A LIFE-THREATENING SITUATION SUCH AS CONTEMPLATING SUICIDE, CALL 911 OR THE 988 SUICIDE & CRISIS LIFELINE AT 988.

PURPOSE The purpose of this consent form ("Consent") is to provide you with information about telehealth and to obtain your informed consent to the use of telehealth in the delivery of healthcare and/or mental health services to you by physicians, physician assistants, nurse practitioners, and/or mental health professionals ("Providers") using the online platforms owned and operated by JHI Health, Inc. and/or its subsidiaries (the "Service"). In this Consent, the terms "you" and "yours" refer to the person using the Service, or in the case of a use of the Service by or on behalf of an individual minor between the ages of thirteen (13) and eighteen (18) or higher age of majority under applicable state law, "you" and "yours" refer to and include (i) the parent or legal guardian who provides consent to the use of the Service by such minor or uses the Service on behalf of such minor, and (ii) the minor for whom consent is being provided or on whose behalf the Service is being utilized.

USE OF TELEHEALTH Telehealth involves the delivery of healthcare and/or mental health services using electronic communications, information technology or other means between a healthcare or mental health provider and a patient who are not in the same physical location. Telehealth may be used for diagnosis, treatment, follow-up and/or patient education, and may include, but is not limited to, one or more of the following: electronic transmission of medical records, photo images, personal health



information or other data between a patient and a provider; interactions between a patient and provider via audio, video and/or data communications (such as messaging or email communications); use of output data from medical devices, sound and video files. Alternative methods of care may be available to you, such as in-person services, and you may choose an alternative at any time. Always discuss alternative options with your Provider.

ANTICIPATED BENEFITS The use of telehealth may have the following possible benefits: making it easier and more efficient for you to access medical care or other services and treatment for the conditions treated by your Provider(s); allowing you to obtain medical care or other services and treatment by Provider(s) at times that are convenient for you; and enabling you to interact with Provider(s) without the necessity of an in-office appointment. Participation in mental health services may reduce stress and anxiety, decrease negative thoughts, improve relationships, and increase comfort in different settings.

POTENTIAL RISKS While the use of telehealth in the delivery of care can provide potential benefits for you, there are also potential risks associated with the use of telehealth and other technology. These risks include, but may not be limited to the following: the quality, accuracy or effectiveness of the services you receive from your Provider could be limited; technology, including the Service, may contain bugs or other errors, including ones which may limit functionality, produce erroneous results, render part or all of such technology, including the Service, unavailable or inoperable, produce incorrect records, transmissions, data or content, or cause records, transmissions, data or content to be corrupted or lost; failures of technology may also impact your Provider(s) ability to correctly diagnose or treat your condition; the inability of your Provider(s) to conduct certain tests or assess vital signs in-person may in some cases prevent the Provider(s) from providing a diagnosis or treatment or from identifying the need for emergency medical care or treatment for you; your Provider(s) may not be able to provide treatment for your particular condition and you may be required to seek alternative healthcare or emergency care services; mental health services may result in feeling worse as therapy progresses; delays in medical evaluation/treatment could occur due to unavailability of your Provider(s) or deficiencies or failures of the technology or electronic equipment used; the electronic systems or other security protocols or safeguards used could fail, causing a breach of privacy of your medical or other information; data stored and communicated electronically, for example, through email communications, may be more susceptible to unintended disclosure of protected health information to third parties; given regulatory requirements in certain jurisdictions, your Provider(s) diagnosis and/or treatment options, especially pertaining to certain prescriptions, may be limited; a lack of access to all of your medical records may result in adverse drug interactions or allergic reactions or other judgment errors.



LIFE THREATENING AND OTHER EMERGENCY SITUATIONS; FOLLOW-UP CARE
If you are experiencing a life-threatening situation such as contemplating suicide, call 911 or the 988 Suicide and Crisis Lifeline at 988.

If the situation is an emergency, call 911. In some situations, telehealth is not an appropriate method of care. If you require immediate or urgent care, you must seek care at an emergency room facility or other provider equipped to deliver urgent or emergent care. Providers may not respond promptly to communications you submit through the Service. If you are not experiencing an emergency or do not require immediate or urgent care, you can communicate with Providers through the secure message service in the Service. If a technical failure prevents you from communicating with your Providers through the Service, you should call the following number: Phone: 1-800-368-0038 (M-F 9AM – 5PM PT).

DATA PRIVACY AND PROTECTION The electronic systems used in the Service will incorporate network and software security protocols to protect the privacy and security of your information and will include measures to safeguard data against intentional or unintentional corruption. Personal information that identifies you or contains protected health information will not be disclosed to any third party without your consent, except as authorized by law for the purposes of consultation, treatment, payment/billing, certain administrative purposes, and as required by law to disclose to other persons and agencies certain information obtained during the provision of mental health services (e.g., danger to self or others; mandatory reporting of child, elder, or vulnerable adult abuse) or as otherwise set forth in your Provider's Notice of Privacy Practices. Use of the Service may include email communications to and from you that may include your protected health information. You understand that JHI does not and cannot guarantee the security or privacy of the services you use to receive communications, including for example your email service provider.

LABORATORY PRODUCTS AND SERVICES Certain healthcare services provided to you by Providers via the Service may require that you complete an at-home diagnostic test. These diagnostic tests are provided by third-party laboratories, and neither JHI Health, Inc. and its subsidiaries (collectively, "JHI"), nor your Provider(s) can guarantee the accuracy or reliability of these tests. These laboratory tests can provide false negative, false positive, or inconclusive results that could impact your Provider(s) ability to correctly diagnose or treat your medical conditions. A failure or defect of these tests could also impact your Provider(s) ability to correctly diagnose or treat your medical conditions.

OPEN PAYMENTS NOTICE For informational purposes only, a link to the federal Centers for Medicare and Medicaid Services Open Payments web page is provided



here. The federal Physician Payments Sunshine Act requires that detailed information about payment and other payments of value worth over ten dollars (\$10) from manufacturers of drugs, medical device, and biologics to physicians and teaching hospitals be made available to the public. The Open Payments database is a federal tool used to search payments made by drug and device companies to physicians and teaching hospitals. It can be found at <https://openpaymentsdata.cms.gov>.

YOUR ACKNOWLEDGMENTS By clicking “I Agree”, checking a related box to signify your acceptance, using any other acceptance protocol presented through the Service or otherwise affirmatively accepting this consent, you are agreeing and providing your consent with respect to the following:

Healthcare and mental health services provided to you by Providers via the Service will be provided by telehealth. In some cases, your treating Provider may be a nurse practitioner or physician assistant and not a physician, and you agree to be treated by non-physician providers, if applicable, by using the Service. Your treating Provider for therapy services will be a mental health professional, such as a licensed counselor. Certain technology, including the Service, may be used while still in a beta testing and development phase, and before such technology is a final and finished product. Technology used to deliver care, including the Service, may contain bugs or other errors, including ones which may limit functionality, produce erroneous results, render part or all of such technology unavailable or inoperable, produce incorrect records, transmissions, data or content, or cause records, transmissions, data or content to be corrupted or lost, any or all of which could limit or otherwise impact the quality, accuracy and/or effectiveness of the medical care or other services that you receive from your Provider(s). Certain diagnostic testing services, including laboratory products and services offered through the Service, may contain defects, including ones which may limit functionality or produce erroneous results, any or all of which could limit or otherwise impact the quality, accuracy and/or effectiveness of the medical care or other services that you receive from your Provider(s). The delivery of healthcare services via telehealth is an evolving field and the use of telehealth or other technology in your medical care and treatment from Provider(s) may include uses of technology different from those described in this Consent or not specifically described in this Consent. No potential benefits from the use of telehealth or other technology or specific results can be guaranteed, including any laboratory testing results or related diagnosis or treatment by your Provider(s). Your condition may not be cured or improved, and in some cases, may get worse. There are limitations in the provision of medical care or other services and treatment via telehealth and technology, including the Service, and you may not be able to receive diagnosis and/or treatment through telehealth for every condition for which you seek diagnosis and/or treatment. There are potential risks to the use of telehealth and other technology, including but not limited to the risks described in this



Consent. You have the opportunity to discuss the use of telehealth, including the Service, with your Provider(s), including the benefits and risks of such use and the alternatives to the use of telehealth. You understand that there will be no recording of any online treatment sessions by your Provider(s) or you. Your Provider(s) will assess your medical condition and, in their sole discretion, may determine it is medically appropriate to diagnose and/or treat your condition via telehealth and whether you maintain sufficient knowledge and skills in the use of technology appropriate to diagnosing and/or treating your condition via telehealth. By continuing to use the Service, you concur with your Provider's medical assessment and agree to receive a diagnosis and/or treatment via telehealth technology. You have the right to withdraw your consent to the use of telehealth in the course of your care, without prejudice to any future care or treatment and without risking the loss or withdrawal of any health benefits to which you are entitled, but you understand that the Providers who utilize the Service do not offer in-person treatment. Any withdrawal of your consent will be effective upon receipt of written notice to your Providers, except that such withdrawal will not have any effect on any action taken by JHI or your Provider(s) in reliance on this Consent before it received your written notice of withdrawal. Any withdrawal of your consent will not affect any other provision of this Consent, and you will continue to be bound by this Consent. You understand that the use of the Service involves electronic communication to and from you of your personal medical information in connection with the provision of telehealth services, including through email. You understand that it is your duty to provide JHI and your Provider(s) truthful, accurate and complete information, including all relevant information regarding care that you may have received or may be receiving from healthcare and/or mental health providers including emergency contact information for your local healthcare and/or mental health providers. You understand that each of your Provider(s) will assess your medical condition and, in their sole discretion, may determine it is medically appropriate to diagnose and/or treat your condition using telehealth technology, including the Service. By continuing to use the Service, you concur with your Provider's medical assessment and agree to receive a diagnosis and/or treatment via telehealth technology. You understand that each of your Provider(s) may determine in their sole discretion that your condition is not suitable for diagnosis and/or treatment using telehealth technology, including the Service, and that you may need to seek care and treatment from a specialist or other healthcare or mental health provider, outside of such telehealth technology. **JHI, has a commercial relationship with PostMeds, Inc. dba TruePill, EHT Pharmacy LLC dba Curexa, XeCare LLC, Apostrophe Pharmacy LLC, Valor Compounding Pharmacy, Precision Compounding Pharmacy and Rutgers Clinical Genomics Laboratory at RUCDR Infinite Biologics – Rutgers University. JHI, has a financial relationship with the entity that employs or contracts with your Provider. You are free to obtain your medical examination from another healthcare provider that is not associated with JHI. JHI, will use its pharmacy partners to fulfill your order**



directly to your door. You are free to obtain your prescription from any pharmacy of your choice by contacting our support team. Prescriptions may be filled by and transferred between any pharmacy partners on your behalf. You must pay the full amount of the costs associated with use of the Service, including any prescription you may receive, and you will not attempt to submit a claim to Medicare, any other federal payor, or any state or private insurer.

If you have a concern about a medical professional, you may contact the Medical Board in your state regarding your concerns. For applicable contact information see the list available [here](#). Special Notice to New York Clients. Physicians and midwives are licensed and regulated by the Medical Board of New York.