

### **Telemedicine Informed Consent**

## TELEVERO HEALTH, PA

Telemedicine services involve the use of secure interactive videoconferencing equipment and devices that enable health care providers to deliver health care services to patients when located at different sites.

- 1. I understand that the same standard of care applies to a telemedicine visit as applies to an in-person visit.
- 2. I understand that I will not be physically in the same room as my health care provider. I will be notified of and my consent obtained for anyone other than my healthcare provider present in the room.
- 3. I understand that there are potential risks to using technology, including service interruptions, interception, and technical difficulties.
- 4. If it is determined that the videoconferencing equipment and/or connection is not adequate, I understand that my health care provider or I may discontinue the telemedicine visit and make other arrangements to continue the visit.
- 5. I understand that I have the right to refuse to participate or decide to stop participating in a telemedicine visit, and that my refusal will be documented in my medical record. I also understand that my refusal will not affect my right to future care or treatment. I may request to revoke my right at any time by contacting Televero Health, P.A. at (512) 956-5003
- 6. I understand that the laws that protect privacy and the confidentiality of health care information apply to telemedicine services.
- 7. I understand that my health care information may be shared with other individuals for scheduling and billing purposes.
  - a. I understand that my insurance carrier will have access to my medical records for quality review/audit.
  - b. I understand that I will be responsible for any out-of-pocket costs such as copayments or coinsurances that apply to my telemedicine visit.
  - c. I understand that health plan payment policies for telemedicine visits may be different from policies for in-person visits.
- 8. I understand that this document will become a part of my medical record.

By consenting to, digitally signing and submitting the patient registration form ("Patient Registration Form") on the televerohealth.com website, I attest that I (1) have personally reviewed and accept all terms and conditions herein on this Telemedicine Informed Consent (or had it explained to me) and fully understand and agree to its contents; (2) have had my questions answered to my satisfaction, and the

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risks, benefits, and alternatives to telemedicine visits shared with me in a language I understand; and (3) am located in the state of Texas and will be in Texas during my telemedicine visit(s). I understand that I am entitled to receive a copy of this document.



## TELEVERO HEALTH, P.A.

### **Appointment Agreement and Promise to Pay**

I agree to be on time for scheduled appointments. If I am late for a scheduled appointment, I will be charged the full fee for the appointment, and may only be seen for the remainder of my scheduled session. My prescriber has the right to determine if there is enough time to be seen or if I should reschedule.

### 1. Late Cancellation / Missed Appointment

We understand that there are times when you must miss an appointment due to emergencies or other obligations. Please immediately inform Televero Health, P.A. staff of any appointment changes so that other patients have their opportunity to receive treatment.

You will not incur a charge for appointments cancelled when 24-hours advance notice is given.

For appointments cancelled with less than 24-hours' notice, you will be charged a fee of seventy-five dollars (\$75). For patients with insurance, note that this fee will not be covered by your insurance company.

### 2. Scheduled Appointments

We understand that delays can happen. However, if you are fifteen (15) minutes past your scheduled time, we will need to reschedule your appointment and you will be charged the seventy-five dollar (\$75) missed appointment fee.

### 3. Medication Refills

In the event of a missed appointment, you may be provided medication refills only at your prescriber's discretion and only through your next rescheduled follow-up appointment. After a second missed appointment you will not be provided medication refills (or will be provided with a taper if appropriate) until a follow-up appointment is kept.

### 4. Past Due Account Balances

We will require that patients with self-pay (cash pay) balances to pay their account balances to zero (0) prior to receiving further services or medication refills by our practice.

Patients who have questions about their bills or who would like to discuss a payment plan option may ask to speak to a business office representative with whom they can review their account and concerns. Patients with balances over fifty dollars (\$50) must make payment arrangements prior to future appointments being made.



### 5. Assignment of Benefits

I hereby assign all medical and mental health benefits, to include major medical benefits to which I am entitled. I hereby authorize and direct my insurance carriers(s), including Medicare, private insurance, and any other health/medical plan, to issue payment check(s) directly to Televero Health P.A. for medical services rendered to myself and/or my dependents regardless of my insurance benefits, if any. I understand that I am responsible for any amount not covered by insurance, which I authorize to be charged to my credit card as incurred.

By consenting to, digitally signing and submitting the patient registration form ("Patient Registration Form") on the televerohealth.com website, I attest that I (1) have personally reviewed and accept all terms and conditions herein on this Appointment Agreement and Promise to Pay (or had it explained to me) and fully understand and agree to its contents; (2) have had my questions answered to my satisfaction, and the risks, benefits, and alternatives to telemedicine visits shared with me in a language I understand; and (3) am located in the state of Texas and will be in Texas during my telemedicine visit(s). I understand that I am entitled to receive a copy of this document.



### TELEVERO HEALTH, P.A. Consent to Charge Credit/Debit Card

### Authorization for Credit Card Use

I authorize Televero Health, P.A., to retain my credit card information on file and use the credit/debit card information that I have provided to manually charge my credit card for any missed appointment, per the rates listed in the financial agreement. This will be charged if I neglect to cancel an appointment within 24-hours' advanced notice, no-shows or late cancels. For any services provided if I am unable to pay at the time of the appointment, or if I do not have my credit card or another method of payment available. For regular appointments. For insurance copay, coinsurance, deductibles.

By consenting to, digitally signing and submitting the patient registration form ("Patient Registration Form") on the televerohealth.com website, I attest that I (1) have personally reviewed and accept all terms and conditions herein on this Consent to Charge Credit/Debit Card (or had it explained to me) and fully understand and agree to its contents; (2) have had my questions answered to my satisfaction, and the risks, benefits, and alternatives to telemedicine visits shared with me in a language I understand; and (3) am located in the state of Texas and will be in Texas during my telemedicine visit(s). I understand that I am entitled to receive a copy of this document.



### **Televero Health, P.A.** Consent to Use Televero Health, Inc. Products and Services

Televero Health, Inc. ("Televero", the "Platform") is a Delaware corporation headquartered at 6101 West Courtyard Drive, Austin, Texas 78730.

### IMPORTANT: TELEHEALTH SERVICES, SITES, AND SOFTWARE ARE NOT FOR EMERGENCIES. IF YOU HAVE AN EMERGENCY, CALL 911 OR YOUR LOCAL EMERGENCY SERVICE.

Please read this Telehealth Consent Agreement (the "Agreement") carefully. This Agreement applies to any connection to, download or use of a telehealth service, site, or software provided by Televero, any remote interaction with any employee, medical staff, consultant, or other Televero personnel, and doing so constitutes acceptance of this Agreement. Any permission to use any telehealth service, site, or software provided by Televero is valid only with the condition that you accept all of the terms contained in this Agreement. By connecting to, downloading or using a telehealth service, site, or software provided by Televero, conducting any remote interaction with any employee, medical staff, consultant, or other Televero personnel, or using equipment that operates or contains such a telehealth service, site, or software, indicates your acceptance of this agreement, and binds you and your minor children and any business entity that you represent (collectively, "You" or "Customer") to this Agreement. If you do not agree to all of the terms of this Agreement, then Televero is unwilling to provide any services or license the software to you. In such case: (a) do not download, install or use a telehealth service, site, or software; (b) you may return the software, or if the software is supplied as part of another Televero product, you may return the entire product, for a full refund of payment made to Televero. Your right to return and refund expires 30 days after your receipt of the software from Televero or an authorized Televero reseller, and applies only if you are the original end-user purchaser or subscriber.

**1. Services.** Televero provides certain on-line, health-related information and is a provider of technology that enables access to informational and medical services that are provided by the physicians and medical staff who are either Televero employees, or who have independently contracted to participate in the telehealth services of Televero, which may include but are not limited to patient and physician access to electronic medical and health record storage and retrieval, and patient-physician communications by secure audio, data, and/or video where available ("Services").

**2. Emergency Use.** Telehealth services, sites, and software are not for emergencies. If you have an emergency, contact 911 or your local emergency service. Telehealth services, sites, and software products are not authorized for use in critical safety or other applications or situations where any failure may reasonably be anticipated to result in bodily injury, loss of life, or catastrophic damage to property. If Customer uses or sells the telehealth services, sites, or software products for use in any such applications or situation, Customer acknowledges that it is at Customer's sole risk. Customer will indemnify, defend and hold Televero and its suppliers harmless from and against any and all liabilities and costs arising out of or in connection with such sale or use. Additionally, Customer understands that if Customer is not physically located in Texas, Televero's physicians may not be able to render medical advice unless Televero's physicians have a license to practice medicine in the jurisdiction where customer is located. In instances where Customer is located outside of Texas, the telehealth interaction may consist of

a meet and greet, introduction, or general information sharing, but may not include a diagnosis or treatment plan.

**3. Confidentiality.** You have the right to be assured that all existing confidentiality protections apply to your telehealth consultation and related patient information. This includes protections assured through existing laws regarding patient access to medical information and copies of the record of your consultation.

**4. Express Consent.** By entering into this Agreement, you understand that if medical advice is provided, it may be delayed, distorted or inaccurate due to technology-related issues such as poor connectivity or image or sound quality. Additionally, your express consent is required to release any healthcare information relating to testing, diagnosis, and/or treatment for HIV (AIDS virus), sexually transmitted diseases, psychiatric disorders/mental health, and/or alcohol abuse. By entering into this Agreement, you specifically authorize to release all healthcare information related to such testing, diagnosis, and/or treatment of the above conditions. The consent of the specific above-mentioned conditions will expire 60 days from the date signed below.

**5. Patient Identifiable Images.** Dissemination of any patient-identifiable images or information from telehealth interaction to researchers or other entities shall not occur without the patient or guardian's consent.

**6. Trainees or Support Personnel.** By entering into this Agreement, you understand that trainees or support personnel may be present during the telehealth consultation.

**7. Ability to Consent.** You represent that you are of legal age to agree to the terms and conditions set forth in these Terms and Conditions. Some Services, including, without limitation, access to the informational or diagnostic consultations, are not intended to be used by, and are not directed to, anyone less than 18 years of age. If you register for, enroll for, purchase and/or engage in informational or diagnostic consultations, you represent you are at least 18 years of age. You represent that if you are acting on behalf of an entity, you have the authority to bind such entity.

8. Use Outside of U.S. You also represent that you are not a person barred from enrolling for and/or receiving Services under the laws of the United States or other applicable jurisdictions in which you may be located. Recognizing the global nature of the Internet, it may be possible to access and/or use the Platform and/or the Services outside of the United States. In the event of such access and/or use, you agree to comply with all local rules regarding online conduct and transmission of information, including, without limitation, all applicable laws regarding the transmission of technical data exported from the United States or any other jurisdiction, and you acknowledge that Televero makes no representation or warranty that the Platform, any of the Services, or any information on the Platform or transmitted via a Service is lawful in any jurisdiction outside the United States.

**9. Copyright & Protection.** Televero's technology is the intellectual property of Televero, is protected by U.S. and international copyright laws, and may be covered by U.S. Patents as well as additional international patents, or pending U.S. or international patent applications owned by Televero or its affiliates.

**10. Use of License.** Conditioned upon compliance with the terms and conditions of this Agreement, Televero grants to Customer a nonexclusive and nontransferable license to use for

Customer's personal or internal business purposes the Software and Documentation for which Customer has paid the required license, transaction, or subscription fees. "Documentation" means information fixed in a tangible medium (whether contained in manuals, training materials, specifications, or otherwise) specifically pertaining to the Software and made available by Televero with the Software in any manner (including on a data disk or online). Any unauthorized use of the Software, sites or services shall be a violation of the terms of this license and Agreement.

**11. Billing.** Your Physician shall have the right to decide whether and how much to charge you in connection with use of the Software. If Physician, in his or her discretion, chooses to bill you or others for services using or relating to the Software, including but not limited to a certain fee per call or session, concierge or subscription fee, Physician shall be fully responsible for such billing and shall receive all corresponding revenue. Televero makes no guarantee of physician-patient interaction being covered by any third-party payor.

**12. Refunds.** If an electronic or other remote connection is disconnected for any technical reason or the signal becomes unintelligible, and the connection is not completed within a reasonable time, then You will not be charged. If the Product, Software or Services do not provide a functional connection, You may obtain a refund by contacting: *support*@televero.com.

**13. Agency Relationship.** NO AGENCY RELATIONSHIP IS CREATED BY THE SOFTWARE NOR BY PHYSICIAN'S USE OF THE SOFTWARE, AND TELEVERO HAS NO RESPONSIBILITY FOR THE EXISTENCE, CONTENT OR ANY OTHER CHARACTERISTICS OF SUCH CONNECTIONS OR CONVERSATIONS BETWEEN PHYSICIAN AND A PATIENT OR ANY OTHER PERSON, REGARDLESS OF WHETHER THE SOFTWARE IS USED TO MAKE SUCH CONNECTION OR FACILITATE SUCH CONVERSATION.

**14. Data Charges.** Use of the Software may generate data or use charges from an internet service, cellular telephone network, or other telecommunications provider, and You are responsible for such charges. TELEVERO HAS NO LIABILITY FOR ANY DATA OR USE CHARGES FROM ANY INTERNET SERVICE, CELLULAR TELEPHONE NETWORK, OR OTHER TELECOMMUNICATIONS PROVIDER, IN CONNECTION WITH THE SOFTWARE OR USE OF THE SOFTWARE.

**15. Right to Amend or Withdraw.** The design of the Software may be changed by Televero without notice prior to its general availability, and Televero does not guarantee that compatibility of your system can or will be maintained with current or subsequent versions of Software or any other software. Televero reserves the right to change or withdraw any Software at any time.

### 16. Limited Warranty.

**16.1.** Except for the foregoing, the Product and Software are provided "as is." This limited warranty extends only to the Customer who is the original licensee. Customer's sole and exclusive remedy and the entire liability of Televero and its suppliers and licensors under this limited warranty will be, at Televero's option, repair, replacement, or refund of any license, product, or service fees if reported (or returned upon request by Televero) to Televero. In no event does Televero warrant that the Software is error-free or that Customer will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Televero does not

warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

**16.2.** Restrictions. This warranty does not apply if the Software, Product or any other equipment upon which the Software is authorized to be used (a) has been altered, except by Televero or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Televero, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (d) is licensed, for beta, evaluation, testing or demonstration purposes. This warranty also does not apply to (e) any temporary Software modules; (f) any Software for which Televero does not receive a license fee.

**16.3.** DISCLAIMER OF WARRANTY. EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY TELEVERO, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

**16.4.** This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

### 17. General Limitations.

**17.1.** This is a license, not a transfer of title, to the Software and Documentation, and Televero and/or its licensor(s), retain(s) ownership of all copies of the Software and Documentation and intellectual property rights of the Product and Software. Customer acknowledges that the Products, Software and Documentation contain intellectual property rights (such as international and United States trade secrets, copyrights, patents, and patents pending) of Televero, its suppliers or licensors including but not limited to the specific internal design and structure of individual programs and associated interface information. Accordingly, except as otherwise expressly provided under this Agreement, Customer shall have no right and Customer specifically agrees not to:

(i) transfer, assign or sublicense its license rights to any other person or entity, or use the Software on unauthorized or secondhand Televero equipment, and Customer acknowledges that any attempted transfer, assignment, sublicense or use shall be void;

(ii) make error corrections to or otherwise modify or adapt the Product, Software or create derivative works based upon the Software, or permit third parties to do the same;

(iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction;

(iv) use or permit the Software to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of Televero; or

(v) disclose, provide, or otherwise make available trade secrets contained within the Products, Software and Documentation in any form to any third party without the prior written consent of Televero. Customer shall implement reasonable security measures to protect such trade secrets. To the extent required by law, and at Customer's written request, Televero shall provide Customer with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of Televero's applicable fee, if any. Customer shall observe strict obligations of confidentiality with respect to such information and shall use such information in compliance with any applicable terms and conditions upon which Televero makes such information available.

**17.2.** Unless otherwise expressly specified all taxes and duties relating to this Agreement, the Products, or Software are excluded and shall be Customer's responsibility.

**17.3.** For purposes of this Agreement, "Licensed Software" shall include (and the terms and conditions of this Agreement shall apply to) computer programs, including firmware, as provided to Customer by Televero or an authorized Televero reseller, and any upgrades, updates, bug fixes or modified versions thereto (collectively, "Upgrades") or backup copies of the Software licensed or provided to Customer by Televero or an authorized Televero reseller. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE MAKING AND USE OF ADDITIONAL COPIES IS LIMITED TO NECESSARY BACKUP PURPOSES ONLY.

**18. Proprietary Notices.** Customer agrees to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Software in the same form and manner that such copyright and other proprietary notices are included on the Software. Except as expressly authorized in this Agreement, Customer shall not make any copies or duplicates of any Software without the prior written permission of Televero.

**19. Term and Termination.** This Agreement and the license granted herein shall remain effective until terminated as specified in the related order or under this section. Customer may terminate this Agreement and the license any time by destroying all copies of Software and any Documentation. Customer's rights under this Agreement will terminate immediately without notice from Televero if Customer fails to comply with any provision of this Agreement. Upon termination, Customer shall destroy all copies of Software and Documentation in its possession or control. All confidentiality obligations of Customer and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement. Any other clauses which by their terms are required for the enforcement of this Agreement shall survive termination.

**20. Export.** Products, Software and Documentation, including technical data, may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Products, Software and Documentation.

21. REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL TELEVERO OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITYTO USE SOFTWARE OR OTHERWISE AND EVEN IF TELEVERO OR ITS SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Televero's or its suppliers' or licensors' liability to Customer, whether in contract, tort (including negligence), breach of warranty, or otherwise, exceed the price paid by Customer for the Software that gave rise to the claim or if the Software is part of another Televero Product, the price paid for such other Televero Product. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. Customer agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether Customer has accepted the Software or any other product or service delivered by Televero. Customer acknowledges and agrees that Televero has set its prices to end users and to Televero's authorized resellers and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, USA, without reference to or application of choice of law rules or principles. The exclusive venue for any dispute arising under this Agreement shall be within the competent courts in the State of Texas, USA. The United Nations Convention on the International Sale of Goods shall not apply. If any portion hereof is found to be void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect. Except as expressly provided herein, this Agreement constitutes the entire agreement between the parties with respect to the terms herein and Documentation and supersedes any conflicting or additional terms contained in any purchase order or elsewhere, all of which terms are excluded. This Agreement has been written in the English language, and the parties agree that the English version will govern.

### 22. Infringement Indemnification.

**22.1.** Televero will defend or settle, at its expense, any action brought against Customer based upon the claim that the Software or Product, if used within the scope of the License granted under this Agreement, directly infringe a registered United States patent or copyright; provided, however, that:

(i) Customer shall notify Televero promptly in writing of any such claim;

(ii) Customer shall not enter into any settlement or compromise any claim without Televero's prior written consent;

(iii) Televero shall have sole control of any such action and settlement negotiations; and

(iv) Customer shall provide Televero with information and assistance, at Televero's request, necessary to settle or defend such claim. Televero agrees to pay all damages and costs finally awarded against Customer attributable to such claim. The foregoing states the sole liability of Televero and the exclusive remedy of Customer for any infringement of intellectual property rights by the Product or any other items provided by Televero hereunder.

**22.2.** If the Product or Software becomes, or in the opinion of Televero may become, the subject of a claim of infringement of any third party right, Televero may, at its option and in its discretion:

(i) procure for Customer the right to use the Product free of any liability;

(ii) replace or modify the Product to make it non-infringing; or

(iii) repurchase the applicable licenses or Products.

**22.3.** Customer will defend or settle, at its expense, any action brought against Televero based upon the claim that any modifications to the Product or combination of the Product with products infringes or violates any third party right; provided, however, that:

(i) Televero shall notify Customer promptly in writing of any such claim;

(ii) Televero shall not enter into any settlement or compromise any such claim without Customer's prior written consent;

(iii) Customer shall have sole control of any such action and settlement negotiations; and

(iv) Televero shall provide Customer with information and assistance, at Customer's request and expense, necessary to settle or defend such claim. Customer agrees to pay all damages and costs finally awarded against Televero attributable to such claim.

**22.4.** Notwithstanding *Subsection 22.1* above, Televero assumes no liability hereunder for, and shall have no obligation to defend Customer or to pay costs, damages or attorney's fees for, any claim based upon any modifications to the Product not provided by Televero or combination of the Product with other products.

I have reviewed this *Consent to Use Televero Health, Inc. Products and Services*, which explains how my medical information will be used and disclosed. By consenting to, digitally signing and submitting the patient registration form ("Patient Registration Form") on the televerohealth.com website, I attest that I (1) have personally reviewed and accept all terms and conditions herein on this Consent to Use Televero Health, Inc. Products and Services (or had it explained to me) and fully understand and agree to its contents; (2) have had my questions answered to my satisfaction, and the risks, benefits, and alternatives to telemedicine visits shared with me in a language I understand; and (3) am located in the state of Texas and will be in Texas during my telemedicine visit(s). I understand that I am entitled to receive a copy of this document.



## TELEVERO HEALTH, P.A.

### **Notice of Privacy Practices**

### THIS NOTICE DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

### Our Pledge and Legal Duty to Protect Health Information About You.

The privacy of your health information is important to us. We are required by federal and state laws to protect the privacy of your health information. We must give you notice of our legal duties and privacy practices concerning your health information, including:

- We must protect information that we have created or received about your past, present, or future health condition, health care we provide to you, or payment for your health care.
- We must notify you about how we protect your health information.
- We must explain how, when, and why we use or disclose your health information.
- We may only use or disclose your health information as we have described in this Notice.
- We must abide by the terms of this Notice.

We are required to abide by the terms of this Notice. We reserve the right to change the terms of this Notice and to make new Notice provisions effective for all health information that we maintain. We will post a revised Notice on our website and make copies available to you upon request.

### USES AND DISCLOSURES OF YOUR HEALTH INFORMATION

There are a number of purposes for which it may be necessary for us to use or disclose your health information. For some of these purposes, we are required to obtain your consent. In other specific instances, we may be required to obtain your individual authorizations. And in a limited number of circumstances, we will be authorized by Law to disclose your health information without your consent or authorization. Following is a description of these uses and disclosures.

### 1. Uses and Disclosures of Your Health Information for Purposes of Treatment, Payment, and Health Care Operations.

a) *Health Care Treatment*. We may use or disclose health information about you to provide and manage your health care. This may include communicating with other health care providers regarding your treatment and coordinating and managing the delivery of health services with others. For example, we may use or disclose health



information about you for a child and teen check-up, to your doctor or other health care services.

- b) **Appointment Reminders and Other Contacts.** We may use your health information to contact you with reminders about your appointments, alternative treatments you may want to consider, or other of our services that may be of interest to you.
- c) **Payment.** We may use or disclose your health information to bill and collect payment for the treatment and services provided to you. For example: a bill may be sent to you or a third party payer. The information on, or accompanying the bill may include information that identifies you, as well as your diagnosis, procedures, and supplies used.
- d) *Health Care Operations.* We may use or disclose health information about you to allow us to perform business functions. For example, we may use your health information to help us train new staff and conduct quality improvement activities. We may also disclose your information to consultants and other business associates who help us with these functions (for example, billing, computer support, and transcription services).
- e) *Fundraising.* As part of our health care operations, we may use or disclose your demographic information and dates of treatment to contact you to raise money for our organization.

### **Texas Patient Consent for Disclosures.**

For some of the disclosures of health information described above, we are required by Texas Laws to obtain a written content from you, unless the disclosure is authorized by Law.

## 2. Uses and Disclosures of Your Health Information that Requires Your Opportunity to Agree or Object.

In the following instances we will provide you with the opportunity to agree or object to our use or disclosures of your health information:

- a) **Persons Involved in Your Care.** We may, using our best judgment, disclose to a family member, other relative, close personal friend, or any other person identified by you, health information relevant to that person's involvement in your care or payment related to your care.
- b) **Notification to Others.** We may, in some instances, disclose health information about you to a family member, a personal representative, or another person responsible for your care, in order to notify such a person about your current location or general condition.

### 3. Uses and Disclosures Authorized by Law.



Under certain circumstances we are authorized by Law to use or disclose your health information without obtaining a consent or authorization from you. These may include hen the use or disclosure is:

- a) **Required by Law.** We will disclose your health information when such disclosure is required by federal, state, or local laws.
- b) Necessary for public health activities. For example, when reporting to public health authorities the exposure to certain communicable diseases or risks of contracting or spreading a disease or condition.
- c) **Related to victims of abuse and neglect.** For example, when reporting suspected victims of abuse or neglect.
- d) **For health oversight activities.** For example, when disclosing health information to a state or federal health oversight agency so that they can appropriately monitor the health care system.
- e) *For judicial and administrative proceedings.* For example, when responding to a request for health information contained in a court order.
- f) **For law enforcement purposes.** For example, when complying with laws that require the reporting of certain types of wounds or injuries.
- g) To a Coroner or Medical Examiner. To allow them to carry out their duties.
- h) **To avert a serious threat to health or safety.** For example, when disclosing health information that will help prevent a serious threat to the health or safety of you or another person of the public.
- i) **Related to specialized government functions.** For example, we may disclose health information about you if it relates to military and veterans' activities or national security.
- j) **Related to Workers' Compensation.** For example, when reporting health information to entities that provide benefits for work-related injuries and illness.
- k) **Related to correctional institutions.** And in other custody situations.

### 4. Uses and Disclosures of Your Health Information that Require Your Authorization.

Other uses and disclosures of your health information not covered in this Notice will be made only with your written authorization. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any uses or disclosures permitted by your authorization while it was in effect.



### YOUR INDIVIDUAL RIGHTS

### 1. Right to Access and Copy Your Health Information.

You have the right to access and receive a copy or a summary of your health information contained in clinical, billing, and other records that we maintain and use to make decisions about you. We ask that your request be made in writing. We may charge a reasonable fee. There might be limited situations in which we may deny your request. Under these situations, we will respond to you in writing, stating why we cannot grant your request and describing your rights to request a review of our denial.

### 2. Right to Request an Amendment of Your Health Information.

You have the right to request amendments to the health information about you that we maintain and use to make decisions about you. We ask that your request be made in writing and must explain, in as much detail as possible, your reason(s) for the amendment and, when appropriate, provide supporting documentation. Under limited circumstances we may deny your request. If we deny your request, we will respond to you in writing stating the reasons for the denial. You may file a statement of disagreement with us. You may also ask that any future disclosures of the health information under dispute include your requested amendment and our denial to your request.

## 3. Right to Request Restrictions on Uses and Disclosures of Your Health Information.

You have the right to request that we restrict our use or disclosure of your health information. We ask that your request be made in writing. We are not required to agree to your request for a restriction, and we will notify you of our decision. However, if we do agree, we will comply with our agreement, unless there is an emergency or we are otherwise required to use or disclose the information.

### 4. Right to Request Confidential Communications.

Periodically, we will contact you by phone, email, postcard reminders, or other means to the location identified in our records with appointment reminders, results of tests or other health information about you. You have the right to request that we communicate with you in a specific way or as a specific location. For example, you may request that we contact you at your work address or phone number or by email. We ask that your request be made in writing. While we are not required to agree with your request, we will make efforts to accommodate reasonable requests.

### 5. Right to Request and Accounting of Disclosures of Health Information.

You have the right to request a listing of certain disclosures we have made of your health information. We ask that your request be made in writing. You may ask for disclosures made up to six (6) years before the date of your request. We will provide you one accounting in any twelve (12) month period free of charge.



### 6. Right to Receive a Copy of This Notice.

You have the right to request and receive a paper copy of this Notice at any time. We will make this Notice available in electronic form and post it on our website.

If you have any questions about these rights or to exercise any of them please contact our Privacy Office listed below.

### QUESTIONS OR COMPLAINTS

If you want more information about our privacy practices or have questions or concerns, please contact our Privacy Office. If you are concerned that your privacy rights have been violated, you may file a complaint with our Privacy Office. You may also submit a written complaint to the U.S. Department of Health and Human Services. We will provide you with the address to file your complaint with the U.S. Department of Health and Human Services upon request. We support your right to the privacy of your health information. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

Address: 6101 West Courtyard Drive, Ste. 2-225, Austin, TX 78730

Phone: (877) 474-0155

Fax: (855) 490-2276

I have reviewed this *Notice of Privacy Practices*, which explains how my medical information will be used and disclosed. By consenting to, digitally signing and submitting the patient registration form ("Patient Registration Form") on the televerohealth.com website, I attest that I (1) have personally reviewed and accept all terms and conditions herein on this Notice of Privacy Practices (or had it explained to me) and fully understand and agree to its contents; (2) have had my questions answered to my satisfaction, and the risks, benefits, and alternatives to telemedicine visits shared with me in a language I understand; and (3) am located in the state of Texas and will be in Texas during my telemedicine visit(s). I understand that I am entitled to receive a copy of this document.