**TELEHEALTH CONSENT AND TERMS OF CARE**

Last Updated: 09/01/2024

**DO NOT USE THE CARE SERVICES IF YOU HAVE A MEDICAL EMERGENCY.** IF YOU ARE HAVING A MEDICAL EMERGENCY, PLEASE DIAL 911 OR GO IMMEDIATELY TO THE EMERGENCY ROOM.

This Telehealth Consent and Terms of Care(“Terms”) is a contract between you and one or more of the following entities based on the state of your primary residence and/or your physical location during treatment: Neuroglee Care, PLLC and Independent Care Medical PLLC (collectively, “Neuroglee Clinical Care,” “we,” “our,” or “us”). Neuroglee Clinical Care provides virtual cognitive care services (the “Care Services”) through healthcare providers who are licensed in accordance with applicable state laws, rules, and regulations (“Providers”). These Terms govern your use of the Care Services.

Please read these Terms carefully. By clicking “I accept”, “I agree,” or similar when the option is presented to you, or by accessing or using the Care Services, you acknowledge that you have read, understand, and agree to these Terms and consent to receives Care Services from Neuroglee Clinical Care. If you do not agree to these Terms, you are not allowed to use the Care Services.

**If you are accepting these Terms on behalf of another person as their parent, legal guardian, conservator, or custodian, (1) you agree to the terms, conditions, and notices contained or referenced herein on behalf of the other person, and (2) you represent and warrant that you have the legal authority to act on behalf of the other person and bind them to these Terms.**

While there are important provisions throughout these Terms, please note the following:

**CONSENT TO CARE AND TELEHEALTH CONSENT**: You consent to treatment and telehealth services in Section 2**.**

**CONSENT TO USE AND DISCLOSE HEALTH INFORMATION**: You consent to Neuroglee Clinical Care’s use and disclosure of your health information as described in Section 4.

**WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS**: The disclaimers and limitations on our liability are explained in Section 5.

**MANDATORY ARBITRATION NOTICE**: Section 6 contains a mandatory arbitration provision that requires the use of arbitration on an individual basis to resolve disputes. This means that you and Neuroglee Clinical Care are each giving up rights to bring claims against each other in court or in class actions of any kind.

1. **General Provisions**

**Relationship between Neuroglee Clinical Care and Neuroglee Therapeutics, Inc.** Neuroglee Clinical Care works closely with Neuroglee Therapeutics, Inc., a technology company that provides technological and administrative support to Neuroglee Clinical Care and owns and operates the Neuroglee website and platform (the “Platform”). You acknowledge and agree that your access to and use of the Platform is subject to the Neuroglee Therapeutics, Inc. [Terms of Use](https://www.neuroglee.com/terms-of-use). Neuroglee Therapeutics, Inc. is not a healthcare provider and does not provide medical Care Services or medical advice.

**Location and Eligibility for Care Services**. You must be at least 18 years old and otherwise legally qualified to enter into and form contracts under applicable law to use the Care Services. You will be asked for your current state of residence when registering to use the Platform. You agree to notify us and update your state of residence in the Platform if you move. You agree that you will only use the Care Services while located in your state of residence. We may ask you to verify your state of residence and/or physical location to ensure compliance with applicable law relating to the licensure of our Providers. You acknowledge that you may not be able to access the Care Services without providing us with your physical location. We reserve the right to refuse to provide Care Services to you if you are in a jurisdiction that we do not serve.

1. **Consent to Care and Telehealth Consent**

**Consent to Care**. You consent to diagnosis, medical care and treatment that you have agreed to receive and that is considered necessary or recommended by your Providers, including treatment and Care Services through the use of telehealth technologies. You acknowledge and agree that medicine is not an exact science and that no guarantees have been made to you about the result of your examination, care, or treatment.

**Consent to Telehealth Care Services**. “Telehealth Services” means the delivery of Care Services using technology when you and your Provider are not in the same physical location, and/or the virtual delivery of healthcare services, including by a Provider or via digital or automated tools, including without limitation tools for medical or health-related diagnosis and treatment, and remote patient monitoring tools and services.

The Telehealth Services may be used for diagnosis, treatment, care, follow-up and/or patient education, and include the following: electronic transmission of patient medical records, medical images, and/or other patient data or information; synchronous (i.e., “real time”) and asynchronous (i.e., non-“real time”) interactions via audio, video, text, and/or data or other electronic communications; automated, electronic or digital tools or services for diagnosis, care, treatment and/or communication pertaining to healthcare or medical matters; and output, transmission or exchange of data from medical devices, sound and video files.

You acknowledge and agree that:

* Neuroglee Clinical Care provides Telehealth Services that are not intended as a substitute for routine or ongoing medical care or advice for acute or chronic conditions or illnesses.
* You will be assigned to a Provider licensed to provide Care Services in your state prior to the consult, including a review of the Provider’s credentials.
* You are prohibited from recording or taking pictures of your interactions with a Provider or other care team member without your Provider’s and Neuroglee Clinical Care’s prior written consent.
* There are various benefits associated with Telehealth Services, including improved access to care by enabling you to remain in your home while the Provider consults with you, more efficient care evaluation and management, and obtaining expertise of a specialist located some distance away.
* Possible risks to Telehealth Services include delays in evaluation and treatment due to deficiencies or failures of the equipment and technologies.
* You are responsible for providing accurate medical information to your Provider. It is up to your Provider to determine whether your specific needs are appropriate for Telehealth Services.
* Telehealth Services using video conferencing technology and messaging-based communications will not be the same as a direct client/therapist visit because you will not be in the same room as your therapist.
* Information transmitted through the Telehealth Services may not be sufficient quality to allow for appropriate medical decision making, thus necessitating a rescheduled telehealth encounter or a meeting with your local healthcare provider.
* You or your Provider may discontinue any Telehealth Services encounter if you or the Provider determine that the telehealth technology used for the encounter is not adequate for the situation.
* You will not be prescribed any controlled substances and we do not guarantee that you will receive a prescription at all.
* You may withhold or withdraw your consent to the use of Telehealth Services in the course of your care at any time. However, if you withdraw your consent, we will not be able to provide Care Services to you.
* The state in which you reside or are located at the time you use the Care Services may require us to provide additional notices to you or obtain additional consents from you regarding the Telehealth Services. You can review the additional disclosures and consents applicable to you, if any. These disclosures and consents are incorporated into these Terms.

**Equipment**. Neuroglee Clinical Care may, from time to time, make available to you for loan certain equipment in relation to your treatment (“Equipment”) subject to your payment of a deposit or such other conditions as Neuroglee Clinical Care determines in its sole discretion. The Equipment is provided on an “AS IS” basis. You are responsible for the manner in which the Equipment is used and hereby release Neuroglee Clinical Care from any liability in relation to your use of Equipment. You must return the Equipment in the same condition (allowing for normal wear and tear) upon completion of treatment or upon reasonable advance notice from Neuroglee Clinical Care. If you do not return the Equipment upon completion of treatment or after receipt of notice from Neuroglee Clinical Care, we reserves the right to retain your deposit and/or charge you an amount equivalent to the cost to replace the Equipment.

1. **Payment for Care Services**

**Your Financial Responsibility**. Some or all of the Care Services may be covered in full by your health plan. However, you understand that your health plan may not pay the full amount of the actual bill for Care Services, and you acknowledge and agree that you are fully responsible for paying the Neuroglee Clinical Care any amounts not paid by your health plan, including non-covered charges and all copayments, coinsurance, and deductibles. If you do not have insurance or choose not to have us bill your commercial insurance plan, you are responsible for all fees and must pay the full amount of the actual bill for Care Services. Payment is expected on or before the payment due date set forth in the statement or bill. You further acknowledge and agree that it is your responsibility to inquire about the costs of Care Services in advance when such costs are unclear to you. You agree to provide us with proof of insurance and identification upon request, including potentially before an appointment or interaction through which the Neuroglee Clinical Care provide Care Services. In the event any collection action is necessary to collect amounts you owe to the Neuroglee Clinical Care, you agree to pay all expenses associated with such action, including but not limited to, collection agency fees and attorneys’ fees.

**Assignment of Benefits**. You hereby assign to the Neuroglee Clinical Care all of your right, title, and interest in any and all health insurance or other health care benefits payable to you or on your behalf by any health plan, including private insurance, Medicare and any other health plan for medical or other professional services or supplies furnished by the Neuroglee Clinical Care. If you claim benefits under Title XVIII of the Social Security Act (Medicare), you hereby certify that the information you provide in applying for payment of such benefits is correct and you specifically authorize Neuroglee Clinical Care and the Providers to release to the Centers for Medicare and Medicaid Services and its Medicare administrative contractors any information needed for this or any related Medicare claim. Without limiting the foregoing, you authorize the Neuroglee Clinical Care (or third parties working on their behalf, including Neuroglee Therapeutics, Inc.) to release to your health plan information necessary to process claims for payment for Care Services or supplies provided to you, and you authorize direct payment to the Neuroglee Clinical Care of all benefits payable to you for such Care Services. In the event a health plan pays you directly, you agree to immediately pay such amounts to the Neuroglee Clinical Care.

1. **Health Information and Communications Consent**

**Notice of Privacy Practices**. By agreeing to these Terms, you acknowledge receipt of our Notice of Privacy Practices.

**Consent to Use and Disclose Health Information**. You agree and consent to Neuroglee Clinical Care using, disclosing, and/or releasing your information, including your “sensitive health information”, as permitted by law for purposes of treatment, payment, or health care operations of Neuroglee Clinical Care, and as otherwise described in the Neuroglee Clinical Care Notice of Privacy Practices. For example, you consent to the disclosure of your information to your other health care providers in connection with your treatment, to Neuroglee Therapeutics, Inc. or other contractors and/or affiliates of Neuroglee Clinical Care for scheduling, billing and other administrative purposes, with any person or entity liable for payment on your behalf in order to verify coverage or payment questions, or for any other purpose related to benefit coverage and payment. “Sensitive health information” includes information about psychiatric treatment, mental health or illness, or developmental or intellectual disability, substance use disorder treatment, and any other type of information that is given special privacy protection under state or federal laws.

**Health Information Exchange**. A health information exchange (“Exchange”) is a way of allowing your health information to be electronically shared by participating medical groups, hospitals, labs and other health care providers. The purpose of an Exchange is to give each of your participating providers, including Neuroglee Clinical Care, the benefit of having access to your health information when providing healthcare to you. Neuroglee Clinical Care participates in one or more Exchanges.

By agreeing to these Terms, you consent to Neuroglee Clinical Care sharing your health information with, and accessing your health information from, the Exchanges. If you wish to opt-out of Neuroglee Clinical Care’s sharing or accessing of your health information through the Exchanges, please contact us at legal@neuroglee.com. Any health information shared with the Exchanges before you opt out will remain with the providers who have accessed that information.

**Electronic Prescribing**. You understand that Neuroglee Clinical Care may use an electronic prescription system which allows prescriptions and related information to be electronically sent between your Provider and a pharmacy. You understand that Providers using the electronic prescribing system will be able to see information about medications you are already taking, including those prescribed by other providers. You acknowledge and agree that your Providers may request and use your medication information and history through the electronic prescribing system.

**Consent to Confidential Telephone and Electronic Communications**. You authorize Neuroglee Clinical Care (and Neuroglee Therapeutics, Inc. on behalf of Neuroglee Clinical Care) to send confidential communications, including calls, text messages, and emails, to the phone numbers and email addresses we have on file for you and to leave voice messages regarding your health information at such numbers. You further authorize Neuroglee Clinical Care to communicate with you through chat features available on the Platform. You acknowledge that the content of these communications may include, but is not limited to, health information, preventative care, treatment recommendations, outstanding balances, and requests from Neuroglee Clinical Care for user feedback as part of your relationship with us. You acknowledge that text messages and emails may be unencrypted and carry some risk that the information in the messages could be read by an unauthorized person, and that we cannot guarantee the security and confidentiality of the text, email, or other electronic messages that we send to you, and we are not responsible for any unauthorized access that occurs during or after the transmission of any text messages or emails to you.

**Consent to Disclose Information with Caregivers**. If you provide us with contact information of one or more of your family members or friends as a caregiver in the Platform, you authorize Neuroglee Clinical Care (and Neuroglee Therapeutics, Inc. on behalf of Neuroglee Clinical Care) to disclose your health information.

1. **Disclaimer and Limitation of Liability**

The Care Services are intended for use only within certain states in the United States and its territories. We make no representation that the Care Services are appropriate or are available for use in states where we do not currently operate or outside the United States.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEUROGLEE CLINICAL CARE, OUR AFFILIATES, AND OUR AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, PROVIDERS OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION THOSE RELATING TO LOST PROFITS OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THE CARE SERVICES OR YOUR USE OF OR INABILITY TO USE THE CARE SERVICES, WHETHER BASED ON CONTRACT, WARRANTY, PRODUCT LIABILITY, TORT OR OTHER LEGAL THEORY AND EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN EXCLUSIONS OR LIMITATIONS OF LIABILITY, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

1. **Dispute Resolution and Arbitration Agreement**

**PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND NEUROGLEE CLINICAL CARE TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM NEUROGLEE CLINICAL CARE**. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND NEUROGLEE CLINICAL CARE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION**.

We want to address your concerns without needing a formal legal case, so we have included a tiered dispute resolution process. This Dispute Resolution section may be modified by written agreement between you and Neuroglee Clinical Care.

**Informal Dispute Resolution**. Before filing a claim against Neuroglee Clinical Care, you agree to try to resolve the dispute informally by contacting legal@neuroglee.com. If a dispute is not resolved within thirty (30) days after submission, you may bring a formal proceeding, as outlined below.

**AGREEMENT TO ARBITRATE**

You agree that any disputes that you and we are unable to resolve informally will be settled by binding arbitration, except that you and we each retain the right to bring an individual action in small claims court. You will also have the right to litigate any other dispute if you provide us with written notice to opt out of arbitration (“Arbitration Opt-out Notice”) by email at legal@neuroglee.com within thirty (30) days following the date you first accept these Terms, or if you have not registered for an account, then within thirty (30) days following the date you first use the Care Services. If you don’t provide us with an Arbitration Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any dispute except as expressly set forth above. If a decision is issued stating that applicable law precludes enforcement of any limitations set forth in this Agreement to Arbitrate on the right to arbitrate claims on a class or representative basis, or as part of a consolidated proceeding, as to a given claim for relief, then that claim (and only that claim) must be severed from the arbitration and brought in the state or federal courts located in the State of [state]. All other claims will be arbitrated.

**Arbitration Rules**. The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Governing Law; Dispute Resolution; Arbitration” section. (The AAA Rules are available at https://www.adr.org/Rules.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

**Arbitration Process**. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. AAA provides a general form for a Demand for Arbitration and a separate form for Demand for Arbitration for California residents. The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA’s roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

**Arbitration Location and Procedure**. The Arbitration shall be held either: (i) at a location determined by AAA pursuant to the AAA Rules (provided that such location is reasonably convenient for you and does not require travel more than 100 miles from your home or place of business); (ii) at such other location as may be mutually agreed upon by you and us; or (iii) via videoconference. If your claim does not exceed $10,000, then the arbitration will be conducted solely based on the documents that are submitted to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds $10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

**Arbitrators Decision**. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator’s award of damages must be consistent with the terms of the “Disclaimers and Limitation of Liability” section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant’s individual claim. If you prevail in arbitration, you will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.

**Fees**. Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.

**Changes**. Notwithstanding anything to the contrary in these Terms, if we change this “Dispute Resolution” section after the date you accepted these Terms or access our Care Services, you may reject any such change by sending us written notice (including by email to legal@neuroglee.com) within 30 days of the date such change became effective, as indicated in the “Last Updated” date listed at the beginning of these Terms or in the date of our email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any dispute between you and us in accordance with the provisions of this “Dispute Resolution” section as of the date you accepted this these Terms or accessed our Care Services.

**No Class Actions**. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and we agree otherwise in writing, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding.

1. **Miscellaneous Terms**

**Entire Agreement**. These Terms are the entire and exclusive understanding and agreement between Neuroglee Clinical Care and you regarding the Care Services and other subject matter herein, and supersedes and replaces all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter, excluding any other agreements that you may have entered into with Neuroglee Clinical Care.

**Governing Law**.These Terms shall be governed by the laws of the State of New York without reference to its conflict of laws provisions.

**Severability**.If any provision of these Terms are determined to be invalid, illegal, or unenforceable, the remaining provisions of these Terms remain in full force, provided that the essential terms and conditions remain valid, binding, and enforceable and the economic and legal substance of the transactions contemplated by these Terms are materially preserved.

**Survival**. Any provision of these Terms that by its nature should survive termination will survive such termination.

**Contact Us**.If you have any questions about these Terms and/or any other documents referenced in these Terms, please feel free to contact us at legal@neuroglee.com.

**STATE DISCLOSURES**

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

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

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

**Connecticut**: You understand that your primary care provider may obtain a copy of your records of your telehealth encounter, and that you can revoke your consent at any time. (Conn. Gen. Stat. Ann. § 19a-906).

**D.C.**: You have been informed of alternate forms of communication between your and a physician for urgent matters. (D.C. Mun. Regs. tit. 17, § 4618.10).

**Georgia**: You have been given clear, appropriate, accurate instructions on follow-up in the event of needed emergent care related to the treatment. (Ga. Comp. R. & Regs. 360-3-.07(7)).

**Iowa**: You have been informed that if you want to register a formal complaint about a provider, you should visit the medical board’s website, here: <https://medicalboard.iowa.gov/consumers/filing-complaint>

**Idaho**: You have been informed that if you want to register a formal complaint about a provider, you should visit the medical board’s website, here: <https://dopl.idaho.gov/filing-a-complaint/>

**Illinois**:You have been informed that if you want to register a formal complaint about a provider, you should visit the Illinois Division of Professional Regulation at <https://idfpr.illinois.gov/admin/dpr/complaint.html>

**Indiana**: You have been informed that if you want to register a formal complaint about a provider, you should visit the medical board’s website, here: <https://inoag.my.salesforce-sites.com/ConsumerComplaintForm>

**Kansas**: You understand that if you have a primary care provider or other treating physician, the person providing telemedicine services must send within three business days a report to such primary care or other treating physician of the treatment and services rendered to you during the telemedicine encounter. (Kan. Stat. Ann. § 40-2,212(2)(d)(2)(A)). You understand that the complaint process may be found here: <http://www.ksbha.org/complaints.shtml>

**Kentucky**: You have been informed that if you want to register a formal complaint about a provider, you should visit the medical board’s website, here: <https://kbml.ky.gov/grievances/Pages/default.aspx>

**Louisiana**: You understand the role of other health care providers that may be present during the consultation other than the telehealth provider. (46 La. Admin. Code Pt XLV, § 7511).

**Maine**: You have been informed that if you want to register a formal complaint about a provider, you should visit the medical board’s website, here: <https://www.maine.gov/md/complaint/file-complaint>

**Maryland**: Telehealth services may not be provided based solely on an online questionnaire. You have been informed that if you want to register a formal complaint about a provider, you should visit the medical board’s website, here: <https://www.mbp.state.md.us/forms/complaint.pdf>.

**Nebraska**: All existing confidentiality protections shall apply to the telehealth consultation. You shall have access to all medical information resulting from the telehealth consultation as provided by law for access to your medical records. Dissemination of any patient identifiable images or information from the telehealth consultation to researchers or other entities shall not occur without your written consent. You understand that you have the right to request an in-person consult immediately after the telehealth consult and you will be informed if such consult is not available. (Neb. Rev. Stat. Ann. § 71-8505; 471 Neb. Admin. Code § 1-006.05). You have been informed that if you want to register a formal complaint about a provider, you should visit: <https://dhhs.ne.gov/Pages/Complaints.aspx>

**New Hampshire**: You understand that the telehealth provider may forward your medical records to your primary care or treating provider. (N.H. Rev. Stat. § 329:1-d).

**New Jersey**: You understand you have the right to request a copy of your medical information and you understand your medical information may be forwarded directly to your primary care provider or health care provider of record, or upon your request, to other health care providers. (N.J. Rev. Stat. Ann. § 45:1-62).

**Ohio**: You understand that the telehealth provider may forward your medical records to your primary care or treating provider. Ohio Admin. Code 4731-11-09(C).

**Oklahoma**: You have been informed that if you want to register a formal complaint about a provider, you should visit the medical board’s website, here: <http://www.okmedicalboard.org/complaint>. Board of Osteopathic Examiners can be found at: <https://www.ok.gov/osboe/faqs.html>

**Rhode Island**: If you use e-mail or text-based technology to communicate with your provider, then you understand the types of transmissions that will be permitted and the circumstances when alternate forms of communication or office visits should be utilized. You have also discussed security measures, such as encryption of data, password protected screen savers and data files, or utilization of other reliable authentication techniques, as well as potential risks to privacy. You acknowledge that your failure to comply with this agreement may result in the telehealth provider terminating the relationship. (Rhode Island Medical Board Guidelines).

**South Carolina**: You understand your medical records may be distributed in accordance with applicable law and regulation to other treating health care practitioners. (S.C. Code Ann. § 40-47-37).

**South Dakota**: You have received disclosures regarding the delivery models and treatment methods or limitations. You have discussed with the telehealth provider the diagnosis and its evidentiary basis, and the risks and benefits of various treatment options. (S.D. Codified Laws § 34-52-3).

**Texas**: You understand that your medical records may be sent to your primary care physician. (Tex. Occ. Code Ann. § 111.005). You have been informed of the following notice:

NOTICE CONCERNING COMPLAINTS -Complaints about physicians, as well as other licensees and registrants of the Texas Medical Board, including physician assistants, acupuncturists, and surgical assistants may be reported for investigation at the following address: Texas Medical Board, Attention: Investigations, 333 Guadalupe, Tower 3, Suite 610, P.O. Box 2018, MC-263, Austin, Texas 78768-2018, Assistance in filing a complaint is available by calling the following telephone number: 1-800-201-9353, For more information, please visit our website at [www.tmb.state.tx.us](http://www.tmb.state.tx.us).

AVISO SOBRE LAS QUEJAS- Las quejas sobre médicos, asi como sobre otros profesionales acreditados e inscritos del Consejo Médico de Tejas, incluyendo asistentes de médicos, practicantes de acupuntura y asistentes de cirugia, se pueden presentar en la siguiente dirección para ser investigadas: Texas Medical Board, Attention: Investigations, 333 Guadalupe, Tower 3, Suite 610, P.O. Box 2018, MC-263, Austin, Texas 78768-2018, Si necesita ayuda para presentar una queja, llame al: 1-800-201-9353, Para obtener más información, visite nuestro sitio web en [www.tmb.state.tx.us](http://www.tmb.state.tx.us)

**Utah**: You understand (i) any additional fees charged for telehealth services, if any, and how payment is to be made for those additional fees, if the fees are charged separately from any fees for face-to-face services provided in combination with the telehealth services; (ii) to whom your health information may be disclosed and for what purpose, and have received information on any consent governing release of your patient-identifiable information to a third-party; (iii) your rights with respect to patient health information; (iv) appropriate uses and limitations of the site, including emergency health situations. You understand that the telehealth services meets industry security and privacy standards, and comply with all laws referenced in Subsection 26-60-102(8)(b)(ii). You were warned of potential risks to privacy notwithstanding the security measures and that information may be lost due to technical failures, and you agree to hold the provider harmless for such loss. You have been provided with the location of telehealth company’s website and contact information. You were able to select your provider of choice, to the extent possible. You were able to select your pharmacy of choice. You are able to a (i) access, supplement, and amend your patient-provided personal health information; (ii) contact your provider for subsequent care; (iii) obtain upon request an electronic or hard copy of your medical record documenting the telemedicine services, including the informed consent provided; and (iv) request a transfer to another provider of your medical record documenting the telemedicine services. (Utah Admin. Code r. 156-1-603).

**Virginia**: You acknowledge that you have received details on security measures taken with the use of telemedicine services, such as encrypting date of service, password protected screen savers, encrypting data files, or utilizing other reliable authentication techniques, as well as potential risks to privacy notwithstanding such measures; You agree to hold harmless Neuroglee Clinical Care and your Provider for information lost due to technical failures; and you provide your express consent to forward patient-identifiable information to a third party. (Virginia Board of Medicine Guidance Document 85-12).

**Vermont**: You understand that you have the right to receive a consult with a distant-site provider and will receive one upon request immediately or within a reasonable time after the results of the initial consult. You have been informed that if you want to register a formal complaint about a provider, you should visit the medical board’s website, here: <http://www.healthvermont.gov/health-professionals-systems/board-medical-practice/file-complaint>; Board of Osteopathic Examiners can be found at: <https://sos.vermont.gov/osteopathic-physicians/>