



## Informed Consent to Telehealth Services and Patient First Policies

This form describes Patient First's Telehealth treatment and payment policies and includes:

- **Your consent to receive medical treatment from Patient First (and your other rights and responsibilities);**
- **Your agreement to receive services using telehealth technology; and**
- **Your agreement to pay in full any charges that are your responsibility.**

By typing my name and clicking "I agree to Terms of Use" on the Patient First telehealth portal, I understand and agree that I am signing this Consent electronically and that (i) I have reviewed, understand and accept the risks and benefits of telehealth services as described below and wish to receive such services, and (ii) I agree to the remaining terms of this Consent, including the terms of the Patient First Privacy Notice described below.

If I am signing on behalf of a minor, incapacitated or otherwise legally dependent patient, I certify that I am a person with legal authority to act on behalf of the patient, including the authority to consent to medical services, and I accept financial responsibility for services rendered.

1. By using the Patient First telehealth portal, I agree to receive telehealth services. Telehealth involves the delivery of health care services, including assessment, treatment, diagnosis, and education, using interactive audio, video, and data communications. During my visit, my Patient First provider and I will be able to see and speak with each other from remote locations.
2. I understand and agree that:
  - I will not be in the same location or room as my medical provider.
  - Patient First uses secure email to send important post-visit and treatment-related information. **I will provide Patient First with a valid email address during registration.**
  - My Patient First provider is licensed in the state in which I am receiving services. I will report my location accurately during registration.
  - Potential benefits of telehealth (which are not guaranteed or assured) include: (i) access to medical care if I am unable to travel to my Patient First provider's office; (ii) more efficient medical evaluation and management; and (iii) during the COVID-19 pandemic, reduced exposure to patients, medical staff and other individuals at a physical location.
  - Potential risks of telehealth include: (i) limited or no availability of diagnostic laboratory, x-ray, EKG, and other testing, and some prescriptions, to assist my medical provider in diagnosis and treatment; (ii) my provider's inability to conduct a hands-on physical examination of me and my condition; and (iii) delays in evaluation and treatment due to technical difficulties or interruptions, distortion of diagnostic images or specimens resulting from electronic transmission issues, unauthorized access to my information, or loss of information due to technical failures. I will not hold Patient First responsible for lost information due to technological failures.
  - I further understand that my Patient First Provider's advice, recommendations, and/or decisions may be based on factors not within his/her control, including incomplete or inaccurate data provided by me. I understand that my Patient First provider relies on information provided by me before and during our telehealth encounter and that I must provide information about my medical history, condition(s), and current or previous medical care that is complete and accurate to the best of my ability.
  - I may discuss these risks and benefits with my Patient First provider and will be given an opportunity to ask questions about telehealth services. I have the right to withdraw this consent to telehealth services or end the telehealth session at any time without affecting my right to future treatment by Patient First.
  - I understand that the level of care provided by my Patient First provider is to be the same level of care that is available to me through an in-person medical visit. However, if my provider believes I would be better

served by face-to-face services or another form of care, I understand that my Patient First provider may direct me to visit a Patient First center, hospital emergency department or other health care provider and agree to follow that advice.

- I have the right to receive face-to-face medical services at any time by traveling to a Patient First medical center that is convenient to me.
- In case of an emergency, I will dial 911 or go directly to the nearest hospital emergency room.

3. I consent to, understand and agree that:

- I have the right to discuss the risks and benefits of all procedures and courses of treatment proposed by my health care provider(s), together with any available alternatives.
- Patient First will provide care consistent with the prevailing standards of medical practice but makes no assurances or guarantees as to the results of treatment.
- Before prescribing any controlled substance to me, Patient First may review information from the Prescription Drug Monitoring Program in my state of residence regarding my prior receipt of controlled substances.
- My Patient First provider will not prescribe opioids, Schedule 2 controlled substances (including stimulant medications used to treat attention deficit disorders), or new prescriptions for benzodiazepines to me during a telehealth visit.
- I have the right to review and receive copies of my medical records, including all information obtained during a telehealth interaction, subject to Patient First's standard policies regarding request and receipt of medical records and applicable law.
- The laws of the state in which I am located will apply to my receipt of telehealth services.

#### Patient First Notice of Privacy Practices ("Privacy Notice")

Patient First will protect the privacy of my health information and will not use or disclose it except as permitted by law. Patient First's privacy policies are more fully described in the Privacy Notice, which is available for review and download here: <https://www.patientfirst.com/patient-first-privacy-practices>. By signing this Consent, I acknowledge receipt of the Privacy Notice and consent to Patient First's use and disclosure of my health information in accordance with its terms. I understand that all existing confidentiality protections that apply to in-person treatment apply to telehealth services.

New Jersey patients only: By signing this consent electronically, I authorize Patient First to disclose information related to HIV/AIDS for treatment, payment, health care operations, and other purposes consistent with the Privacy Notice. I may revoke consent by sending written notice as required by the Privacy Notice. Revocation will be effective upon receipt, except to the extent that Patient First has already taken action in reliance on my consent.

#### Payment Policy

I acknowledge, understand and agree that:

1. It is my responsibility to determine whether Patient First's services are covered by my insurer. I will pay the cost of any service that is not covered by my health plan for any reason or are covered but applied to a deductible.
2. I will pay at time of service any required co-payments, co-insurance and deductibles, as well as charges for services not covered by insurance, outstanding balances and delinquent accounts.
3. I assign to Patient First all health care benefits to which I am entitled under any insurance policy or benefit plan and authorize payment of benefits directly to Patient First.

4. If I have health care benefits, Patient First will submit a claim to my insurer and allow 60 days for a response. If my insurer does not respond within 60 days, Patient First will assume that the visit is not covered and will, to the extent permitted by law, bill me for the visit charges.
5. By providing my credit card information and receiving telehealth services, I (i) authorize Patient First to charge my credit card for any and all unpaid amounts that Patient First or my insurer determines are my responsibility, and (ii) agree to pay all amounts charged pursuant to this consent and authorization in accordance with the issuing bank cardholder agreement. I agree that Patient First may charge my credit card for such amounts at the end of my telehealth visit or at a later date.
6. I will be billed for all unpaid balances deemed by Patient First or my insurer to be my responsibility and agree to pay such amounts in full. Patient First will charge late fees of 1.5% per month on unpaid balances starting 30 days after the first statement, as well as a \$30 fee for returned checks. Delinquent accounts may be turned over to a collection agency at which time I am responsible for a \$40 collections charge and all associated legal fees in addition to the amount owed.
7. Patient First reserves the right to deny non-emergency services if my account is delinquent.

I understand that I may access and print a copy of this Consent here:

<https://www.patientfirst.com/portals/0/Legal/TelehealthServicesConsent.pdf>.

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