

TELEHEALTH INFORMED CONSENT

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OUR PROVIDERS DO NOT ADDRESS MEDICAL EMERGENCIES. IF YOU BELIEVE YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL 9-1-1 AND/OR GO TO THE NEAREST EMERGENCY ROOM AND SHOULD NOT PROCEED WITH CLINICAL SERVICES USING THIS SERVICE.

IF YOU ARE CONTEMPLATING SUICIDE, CONTACT 911 OR THE NATIONAL SUICIDE PREVENTION LINE AT 1-800-273-TALK (8255).

INTRODUCTION

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 TELEHEALTH INFORMED CONSENT. IF YOU DO NOT AGREE TO THIS TELEHEALTH INFORMED CONSENT, DO NOT 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.

This Telehealth Informed Consent does not modify or supersede any Terms of Use, Privacy Policy, or Notice of Privacy Practices of Trim Fitt LLC, rather it supplements those terms and documents.

PURPOSE

The purpose of this Telehealth Informed Consent is to inform the patient or guardian (“patient,” “you,” or “your”) concerning the treatment methods, risks, and limitations of utilizing telehealth to meet your health and wellness needs.

USE OF TELEHEALTH

Telehealth involves the delivery of health and wellness services using electronic communications, information technology, or other means between a licensed, certified, or registered healthcare professional at one location and a patient in another location about a clinical matter. Telehealth may be used for diagnosis, treatment, follow-up and/or patient education. These telehealth services may involve various modalities, including asynchronous interactions, real-time video and audio encounters and interactive audio with store and forward.

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.

PATIENT ACKNOWLEDGMENTS

By accepting this Telehealth Informed Consent, you acknowledge you understand and consent to the following:

1. I have reviewed this Telehealth Informed Consent carefully, and understand there are risks, limitations, and benefits of utilizing telehealth.
2. I understand that the electronic nature of the telehealth services means that there is a greater risk to the privacy of my health information.

3. In some cases, my provider may be a nurse practitioner or physician assistant and not a physician.

4. Persons may be present during the telehealth visit other than my provider in order to operate the telehealth technologies and/or for language translation assistance, if requested. If another person is present during the telehealth visit, I will be informed of the individual's presence and his/her role.

5. I understand that information I provide as part of any telehealth offering is viewed as accurate, true, and complete.

6. I understand that in certain instances, and in compliance with applicable law, my provider may determine that it is appropriate to provide my health care services asynchronously via store-and-forward technology. In such instances, my provider and I will communicate electronically through the Trim Fitt LLC platform and not via telephone or video. I agree that if my provider makes that determination, I would like to receive Health Care Services in this manner.

7. I understand that there is no guarantee that I will be given a prescription and that the decision of whether a prescription is appropriate will be made in the professional judgment of my provider. I understand that while the use of telehealth may provide benefits to me, no such benefits or specific results can be guaranteed and my condition may not improve.

8. I understand there is a risk of technical failures during the telehealth encounter beyond the control of Trim Fitt LLC and my provider(s). I AGREE TO HOLD HARMLESS TRIM FITT LLC AND ITS EMPLOYEES, CONTRACTORS, AGENTS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, OFFICERS, REPRESENTATIVES, ASSIGNS, PREDECESSORS, AND SUCCESSORS FOR DELAYS IN EVALUATION OR FOR INFORMATION LOST DUE TO SUCH TECHNICAL FAILURES.

10. I understand the Trim Fitt LLC platform makes available a specific set of services and I may need to seek other resources for my other health needs. There is no guarantee that I will be treated by a provider. My provider reserves the right to deny care for any reason if, in the professional judgment of my provider, the provision of the services, including when provided via telehealth is not medically or ethically appropriate. I understand that the providers, and not Trim Fitt LLC, are re-sponsible for the quality and appropriateness of the care they render to me and make all decisions regarding clinical care in their independent discretion without the influence of Trim Fitt LLC. I agree to only seek relief against the provider for any liabilities pertaining to medical or clinical issues arising as a direct result of medical or clinical services accessed through Trim Fitt LLC.

11. I understand that by using the Trim Fitt LLC platform I am not always speaking or messaging with my provider in real-time, and there may be a delay before my messages or information is re-viewed. I understand that I must check the Trim Fitt LLC platform for messages because this

is the way that my Provider will communicate important information to me. I understand that if I do not check the Trim Fitt LLC platform regularly, then my services may be delayed.

12. I understand that I have the opportunity to discuss the use of telehealth, including the Health Care Services, with my provider(s), including the benefits and risks of such use and the alternatives to the use of telehealth. I have the right to withdraw my consent to the use of telehealth in the course of my care, without prejudice to any future care or treatment and without risking the loss or withdrawal of any health benefits to which I am entitled, but I understand that the providers who provide Health Care Services via the Trim Fitt LLC platform do not offer in-person treatment.

13. I understand that I have access to my medical record pertaining to the Health Care Services of providers utilizing the Trim Fitt LLC platform in accordance with applicable laws and regulations and that my primary care provider, or other treating provider, may obtain copies of my health and well-ness information with my consent.

14. I understand that while the Trim Fitt LLC platform may make available access to pharmacy or diagnostic lab services that are coordinated with the Health Care Services, I am able to request any pharmacy or lab of my preference.

15. I agree that Trim Fitt LLC is beneficiary of the Telehealth Patient Consent and has the right to enforce it against me.

EMERGENCY PROTOCOLS

1. In case of an emergency, my location is: _____
and my emergency contact person's name, address, phone:

_____.
2. I have read the information provided above and discussed it with my provider. I understand the information contained in this form and all of my questions have been answered to my satisfaction.

Signature of patient (parent/guardian)

Printed name

Date