

TELEHEALTH CONSENT FORM

- **PURPOSE** The purpose of this form is to provide you with information about telemedicine and to obtain your informed consent to participate in a telemedicine health service as part of your medical care.
- **NATURE OF TELEMEDICINE** Telemedicine involves the use of electronic communications to enable a health care provider and a patient at different locations to share medical information for the purpose of evaluation, diagnosis, consultation, or treatment of the patient. The delivery of healthcare via telemedicine allows the patient and provider to establish a relationship, much as they would during a traditional face-to-face appointment. For example, your telemedicine encounter may include interaction through and with the use of the internet and real-time video, and may also include recorded audio communications, medical imaging, medical tests, and diagnoses, as well as related technologies known as “store-and-forward.”
- **BENEFITS** The benefits of telemedicine include improved access to medical services and care, including the expertise of specialists and consultants that may not otherwise be available to you. Telemedicine also permits increased efficiency in evaluations, diagnoses, consultations, and treatment.
- **POTENTIAL RISKS** The potential risks associated with the use of telemedicine are rare, but include delays or impairments in medical evaluation and treatment due to equipment failures or information transmission deficiencies (such as poor image resolution); breach of privacy of protected health information due to security breaches or failures; and adverse drug interactions, allergic reactions, complications, or other errors due to patient’s failure to provide complete medical information or records.
- **STANDARD OF CARE** SONA DERMATOLOGY is committed to upholding appropriate standards of care when providing telemedicine care. Accordingly, a dermatologist providing telemedicine care on behalf of SONA DERMATOLOGY reserves the right to discontinue the telemedicine encounter at any time in the event such dermatologist believes, in his or her professional judgment, that the circumstances surrounding the telemedicine encounter (e.g., poor connectivity in facilitating technologies) are such that the dermatologist cannot practice in accordance with applicable standards of care.
- **INDEMNIFICATION** YOU AGREE TO INDEMNIFY AND HOLD HARMLESS SONA DERMATOLOGY & MEDSPA, ITS EMPLOYEES, CONTRACTORS, AGENTS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, OFFICERS, REPRESENTATIVES, ASSIGNS, AFFILIATES, PARENTS, PREDECESSORS, AND SUCCESSORS FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM, OR DEMAND WHATSOEVER, ARISING OUT OF OR RELATED TO ANY FAILURE OF TECHNOLOGY OR EQUIPMENT IN CONNECTION WITH THE PROVISION OF TELEMEDICINE WHETHER OR NOT ANY SUCH LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM, OR DEMAND ARISES FROM OR RELATES TO SONA DERMATOLOGY’S NEGLIGENCE.

- **WAIVER, ACKNOWLEDGMENT, AND RELEASE** YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU SHALL SOLELY ASSUME THE RISK OF ANY ERRORS OR DEFICIENCIES IN THE ELECTRONIC TRANSMISSION OF INFORMATION DURING YOUR TELEMEDICINE VISIT (INCLUDING, WITHOUT LIMITATION, POOR VISUAL QUALITY REGARDING IMAGE TRANSMISSIONS OF YOUR SKIN). YOU FURTHER ACKNOWLEDGE AND AGREE THAT SONA DERMATOLOGY HAS MADE NO WARRANTY OR GUARANTEE TO YOU CONCERNING ANY PARTICULAR RESULT RELATED TO YOUR CONDITION OR DIAGNOSIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ALSO HEREBY AGREE TO RELEASE SONA DERMATOLOGY & MED SPA AND ITS OWNERS, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AND OTHER AGENTS FROM ANY CLAIMS YOU MAY HAVE ARISING FROM OR RELATING TO YOUR TELEMEDICINE ENCOUNTER.
- **ALTERNATIVES** Alternative methods of care may be available to you, such as in-person services. Your provider will explain any such options to you, and you may choose an alternative at any time.
- **FOLLOW-UP CARE; EMERGENCY SITUATIONS** In some situations, telemedicine is not an appropriate method of care. If there is an emergency situation, if you have an adverse reaction, if a technical failure prevents you from communicating with your telemedicine provider, or if you believe telemedicine will not provide sufficient safety and quality, you should reach out to a dermatologist who will be able to see you in their offices. If you are unable to locate such a dermatologist, and your situation is urgent, you must seek care at an emergency room facility or other provider equipped to deliver emergent care. If the situation is an emergency, call 911.
- **YOUR PRIVACY RIGHTS** SONA DERMATOLOGY uses network and software security protocols to protect the confidentiality of your patient health information, including for example your medical record, EMR, imaging, and personal financial data. These protocols are designed to safeguard the data and to ensure its integrity against corruption; however, perfect data security is not possible. Personal information that identifies you or contains protected health information will not be disclosed to any third party without your consent, except as authorized by law for the purposes of consultation, treatment, payment/billing, and certain administrative purposes, or as otherwise set forth in SONA DERMATOLOGY Notice of Privacy Practices. If you have a concern about a medical professional, you may contact the Medical Board regarding your concerns.
- **ASSIGNMENT OF BENEFITS AND OTHER RIGHTS** . Rights and Assignments related to Health Plans. I assign and transfer to SONA DERMATOLOGY to the extent permitted by law, all right, title and interest in all amounts that may be paid by any payor, or under any state, federal, county or agency assistance program, for all medical care rendered. I specifically direct payment by any such entity or under any such plans, policies and programs to be made directly to SONA DERMATOLOGY and in accordance with services and items provided to me and intend that each entity, and/or its agents, has an independent right of recovery to

such payments as a beneficiary under all such plans, policies and programs to the extent permitted by law. The claims and causes of action that I assign pursuant to this Assignment of Benefits and Rights include, but are not limited to, claims or causes of action that I may have relating to any insurance policy or health benefits plan or any other party under ERISA, under state insurance law and under state common law. I further assign to SONA DERMATOLOGY all rights, claims or causes of action I may have to request and obtain documents from any Health Plan/and its affiliated insurers, employers and third party administrators that relate to coverage or non-coverage of benefits or payment of charges for medical care rendered, including, without limitation, my certificate of coverage, policy and/or summary plan description; any master policy or governing plan document that differs from the certificate of coverage, policy and/or summary plan description; copies of any policies or procedures used to decide my claim; and a complete copy of any other claims adjudication information so that SONA DERMATOLOGY can determine if a full and fair review of my claim took place. I assign to the SONA DERMATOLOGY my rights and any claims or causes of action I may have to collect any penalties for Health Plan's failure to timely produce this required information. This assignment of benefit and right to appeal is irrevocable and as such: (i) SONA DERMATOLOGY right to seek payment, file an appeal, and/or balance bill the patient cannot be revoked or limited by me or by any third party agreement; and (ii) I will not allow a TPA or Health Plan to block direct communication with me.

- **FINANCIAL RESPONSIBILITY** I agree to pay SONA DERMATOLOGY for all charges and expenses incurred. I will be responsible for paying all costs associated with my telehealth visit if my health insurance plan does not cover such costs, whether full or in part. Further, I agree to pay all applicable co-payments, coinsurance and deductibles established by my Health Plan at the time of the visit. I also acknowledge and agree to the terms of the Telehealth Credit Card Authorization form attached here to. SONA DERMATOLOGY does not guarantee that all of the health care providers who provide services to me are in my Health Plan's network or covered by Health Plan's policies. I understand that these health care providers' services may not be covered by my Health Plan (or will be considered Out-of-Network).
- By signing this form, I understand the following:
 - Telemedicine is the use of electronic information and communication technologies by a health care provider to deliver services to an individual when he/she is located at a different site than the provider. I understand how the video conferencing technology will be used to conduct the visit, and have been given the opportunity to ask questions regarding the technology. I understand that this visit will not be the same as an in-person visit due to the fact that I will not be in the same physical location as the healthcare provider at the distant site.
 - I understand that I need to provide a full and accurate medical history, including any pre-existing conditions, to my telemedicine provider so that my provider can accurately determine what services I need. I further understand that my provider will determine whether telemedicine is appropriate for me at this time, based

on the condition being diagnosed and/or treated. • I understand that, in the event that I am subsequently sent to receive treatment in the emergency room or an urgent care center after receiving telemedicine services, I will still be charged (and be responsible for paying such charges) for the telemedicine services provided to me. • I understand that, if I am prescribed a prescription medication, I am free to obtain my prescription from any pharmacy of my choice. • I understand that I may benefit from telemedicine, but that results cannot be guaranteed. My provider will inform me who will be present at the provider's location during the telemedicine service and I have the right to exclude anyone from being present, if I so choose. I further understand that I have the right to object to the use of a telemedicine service without prejudice to any future care or treatment and without risking the loss or withdrawal of any health benefits to which I am entitled. • I understand that the laws that protect privacy and the confidentiality of medical information also apply to telemedicine and I agree that SONA DERMATOLOGY may provide my confidential personal health information to other medical providers who may be located in other areas, including on rare occasions to providers outside the State, as necessary, and my medical information and records may also be made available to my insurance carrier for quality review and audits. • I have the right to inspect and obtain copies of all information received and recorded during any telemedicine session, subject to the policies of the physicians, physician assistants, nurse practitioners and facilities involved in my care. I may be charged a fee for copies of my records in accordance with applicable rules. I have read and understand the information above and all of my questions have been answered to my satisfaction. • I consent to SONA DERMATOLOGY physicians, physician assistants, or nurse practitioners providing services to me via telemedicine. • I further understand that I will be responsible for paying the costs that apply to my telehealth visit if my health insurance plan does not cover such costs, whether full or in part. • I have read and understand the information above and all of my questions have been answered to my satisfaction.

- **TELEHEALTH CREDIT CARD AUTHORIZATION TERMS** At Sona Dermatology, we obtain a credit or debit card on file as a convenient method of payment for the portion of telehealth services that your insurance does not cover, but for which you are responsible. If your claim is paid by your insurance carrier, we will not charge your credit or debit card for services and will shred this authorization. We will only charge your credit or debit card in the event your insurance carrier denies payment, in part or in whole, for the telehealth visit. Self pay visit fee would be \$199 - \$299 if your insurance is denied. Your credit card information is kept confidential and secure and payments to your card are processed only after the claim has been filed and processed by your insurer, and the insurance portion of the claim has paid and posted to the account. NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY HEREIN, YOU HEREBY AGREE TO WAIVE ALL CLAIMS AGAINST SONA DERMATOLOGY RELATED TO ANY UNAUTHORIZED PAYMENTS MADE ON, THROUGH, OR IN RELATION TO YOUR ACCOUNT AND/OR FILE WITH SONA DERMATOLOGY. I authorize Sona Dermatology to charge the portion of my bill that is my financial responsibility to the

credit or debit card I provided when scheduling my appointment. I (we), the undersigned, authorize and request Sona Dermatology to charge my credit card, indicated above, for balances due for services rendered that my insurance company identifies as my financial responsibility. This authorization relates to all payments not covered by my insurance company for services provided to me by Sona Dermatology. This authorization will remain in effect until I (we) cancel this authorization. To cancel, I (we) must give a sixty (60) day notification to Sona Dermatology in writing and the account must be in good standing.