



Telehealth Policies and Procedures

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Welcome to ProBalance! This document sets forth the terms of our relationship when we provide physical therapy services to you remotely, through two-way video communication. This is referred to as “telehealth” or “telemedicine” Please carefully review this document if you agree, sign and date below.

— *General Disclosure* —

Before we begin telehealth treatment, please know that we explain all of our fees, and we do not have any financial interest in the platform through which we provide services. We will only disclose your medical information to you and those individuals or groups to whom you would like your medical information disclosed. You may stop the telehealth visit at any time.

— *Communications Policy* —

By providing us with your contact information, or by initiating communication with us by email or text message, you authorize us to call, leave voicemails, and send text messages using that information. We will use this information for non-marketing purposes, including appointment reminders, billing and invoicing updates, and treatment questions.

You further understand and agree that communicating with us by unencrypted emails and text messages may not be secure. This also means that your protected health information (“PHI”) may be transmitted in this way, including information about your appointments, diagnosis, progress, and other individually identifiable information. If you choose to communicate via text or email, please limit the content to general information (such as scheduling or asking for a time to talk via phone). Please be aware of privacy risks when using electronic means of communication.

— *Cancellation Policy* —

Just like an in-person session, we have reserved your appointment time specifically for you, and we’ve found that consistency is a critical element in the success of physical therapy treatment. If you need to cancel or reschedule your in-person or Telehealth appointment, please contact us during business hours and at least 24 hours prior to your scheduled appointment to avoid a cancellation fee of up to 50 to 100% of the price of your visit. For Monday appointments, you must cancel by 12:00 p.m. on the previous Saturday so we can offer that time to another patient.

If you cancel without providing the proper notice, or if you fail to log in for a scheduled appointment, you must pay any cancellation charges prior to resuming treatment. You will never be charged if you are ill and/or are potentially contagious.

— Medical Request Policy —

We maintain records about your treatment. If you want a copy of your records, or if you want us to send your records to another provider, please ask us for a medical records request form. Please note that, in some instances, we may charge reasonable and cost-based copying, postage, shipping, scanning, or digital storage device fees.

— Cost and Payment —

We are not contracted with any private insurance or Medicare. Please pay us directly at the time of service. If you decide to file your own claims for out-of-network reimbursement, your insurance may not cover these services, or it may consider them to be subject to lower out-of-network benefits. Thus, we do not guarantee that your insurance will cover our services or that you will receive any reimbursement. Your insurance company will not pay some fees, such as late cancellation fees, and these fees will be your sole responsibility to pay.

Summary of Telehealth Services

Our telehealth services will be provided electronically through audio-visual communications and information technologies, including real-time interactive services. We utilize third-party technology platforms for this purpose.

We utilize evidence-based telehealth practice guidelines and standards of practice to ensure safety, quality of care, and positive outcomes. California law allows healthcare professionals to provide services within his or her scope of practice through a telehealth modality. Business and Professions Code, Section 2290.5. The same standard of care that applies to providing in-person services to a patient also applies to providing telehealth services. This means that we are held to the same standards of care and professional ethics as would apply during an in-person visit. You will receive the same quality level of care through telehealth as you do during in-person visits. *Please note:* We will, in our professional judgment, decide which patients are suitable for telehealth physical therapy.

— Telehealth Technology and Privacy/Security —

Telehealth technology systems incorporate network and software security protocols to protect your confidentiality. Consistent with privacy laws, our technology includes safeguards intended to secure and ensure the integrity of patient information. We utilize technology that: (i) complies with all the relevant safety laws, rules, regulations, and codes for technology and technical safety for devices that interact with patients or are integral to diagnostic capabilities; and (ii) offers sufficient quality, size, resolution, and clarity such that we believe we can safely

and effectively provide the telehealth services. We strive to comply with all applicable state and federal medical privacy laws, which require us to protect the confidentiality and privacy of your medical records, personal information, and communications.

— Indemnification and Assumption of Risk —

As a condition for receiving telehealth care, you agree to indemnify us against all claims, liabilities, losses, damages, suits, costs, and expenses (including reasonable attorney's fees) to the greatest extent permitted by law and as they relate to your failure to follow our instructions, communicate to us about any problems you encounter during our treatment of you, or update us about changes to your health, and you agree to assume all risk of property damage, injury, or death associated with such failures.

During your consultation, we will discuss the anticipated risks, benefits of, and alternatives to our work together, and you will have an opportunity to ask questions. The terms of indemnification and assumption of risk policy shall survive the termination of our patient-provider relationship.

— Your Rights —

If we conclude that we are unable to provide all pertinent clinical information during a telehealth visit, we will let you know. If this happens, we will tell you prior to the conclusion of the live telehealth encounter regarding the need for you to obtain an additional in-person medical evaluation.

By signing this form and agreeing to be treated by telehealth, you acknowledge and agree to the following:

- You have the right to withhold or withdraw your consent to the use of telehealth at any time. Telehealth is one of a variety of modalities for the provision of medical care that may be available to you.
- All information recorded during telehealth visits will become part of your medical record. Telehealth may involve the electronic transmission of your health information to distant-site providers.
- You will tell your physical therapist about any other medical visits you have while undergoing your physical therapy treatment. If you have an adverse reaction to treatment or are unable to communicate via telehealth because of a technological failure effectively, you agree to seek follow-up care as recommended by your physical therapist.
- This form has been fully explained to you, you have read it, and you understand its contents. You have read and understood the information provided above regarding telehealth. You have had an opportunity to discuss the telehealth process. You hereby give your informed consent for the use of telehealth in your medical care.

- We have given you no warranty or guarantees about any result or cure. You authorize us and our employees, agents, and independent contractors to use telehealth in the course of your diagnosis or treatment.

— Possible Risks —

Although telehealth technology is intended to expedite the delivery of high-quality care in a convenient and effective manner, it does have potential risks. These risks may include, but are not limited to, the following:

- Information transmitted may not be sufficient (for example, poor resolution of images) to allow for appropriate medical decision making by the on-site or distant-site provider.
- Technical deficiencies or failures may delay medical evaluation or treatment.
- Your medical information could be interrupted, accessed, or intercepted by an unauthorized person.
- Our lack of access to your complete medical record may result in overtreatment or undertreatment when applied in conjunction with other therapies, or other judgment errors.
- Telehealth technology may not provide adequate information during the visit. If this occurs, we will inform you prior to the conclusion of the live telehealth interaction and notify you that you should obtain an additional in-person medical evaluation, either with us or another provider. We can help you identify an appropriate provider.

Informed Consent

Your signature below confirms your understanding of and agreement to the below statements:

- **Agreement to Terms:** You have read and understand this entire document and agree to be bound by each and every part, have truthfully and to the best of your knowledge provided the information requested, and agree to update us of any changes to your health.
- **Coordination of Care:** You authorize disclosure and use of your health information that you provide during the telehealth visit or otherwise, including HIV, mental health, or substance abuse records, to the extent necessary to coordinate care with your primary care physician or other treating provider. You understand that you may revoke this authorization at any time by providing written notice to us, except to the extent that we have relied upon it.
- **Credit Card Authorization:** If you have provided us a credit card through the telehealth platform or otherwise, you hereby authorize such credit card to be charged for telehealth appointments, consistent with the fee schedule then in effect, other purchases or services, cancellation, and returned check charges, and to be saved to our files.
- **Telehealth Technology:** To receive our services, you may be required to agree to telehealth technology systems' terms and conditions of use and informed consent for the use of those technologies.

- **Informed Consent:** Before you can receive telehealth services, the law requires that we obtain your informed consent. You can provide informed consent only after we have discussed the services they will provide, the potential risks of the services, the potential benefits of the services, and information about any potential alternative services. Therefore, you, the undersigned patient, acknowledge and agree that ProBalance will render the services described to you as documented in your medical records. You hereby consent to receive these services.

As provided above, ProBalance has explained the services that I will receive, as well as the material risks, benefits, and alternatives. I agree and acknowledge that:

- The services may not have the results that I expect or desire;
- The services are not an exact science; and
- I have not been given any guarantees about the outcome of the services.

I have been offered ample time and opportunity to discuss my concerns, and all my questions have been answered to my satisfaction.

Patient printed name: _____

Patient signature: _____ Date signed: _____