



## **Voya Health Medical Group, PLLC Terms of Service**

### **Telehealth and Telemedicine Services**

By accessing this part of the Site, you are accessing medical services which will be provided via audio, video or live chat capabilities remotely or in your residence (the “Medical Services”) by a licensed health care practitioner (the “Provider”) employed by, and/or under contract with, Voya Health Medical Group, PLLC, a Tennessee professional limited liability company (the “PLLC”) for a telehealth virtual consultation (“Telehealth Visits”).

These Terms of Services (“TOS”) are an agreement between you and the PLLC concerning your Telehealth Visits. You accept and agree to be bound by these TOS as well as the **[Voya Health Terms of Use and the Privacy Policy]**, the terms and conditions of which are hereby incorporated by reference (collectively, the “Terms and Conditions”). If you do not agree to all of these Terms and Conditions, do not access Telehealth Visits.

In connection with accessing the Medical Services and Telehealth Visits, you acknowledge, understand, consent and agree to the following:

1. Telehealth Visits involve the use of electronic communications to enable the Providers at different locations to share individual patient medical information for the purpose of providing the Medical Services and improving patient care.
2. A Telehealth Visit is not the same as an in-person direct patient/healthcare provider visit, because you will not be in the same room as the Provider providing the Medical Services.
3. You understand that parts of your care and treatment that require physical tests or examinations may be conducted by providers other than the Provider.
4. The communications systems used during the Telehealth Visits will incorporate reasonable security protocols to protect the confidentiality of patient information and will include reasonable measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption.
5. Nevertheless, you understand that there are potential risks to the use of this technology during the Telehealth Visits, including but not limited to:
  - a. Delays in medical evaluation and consultation or treatment may occur due to deficiencies or failures of the equipment or network interruption

- b. Security protocols could fail, causing a breach of privacy of personal health information
  - c. Lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other negative outcomes; and
  - d. Interruptions, unauthorized access by third parties, and technical difficulties.
- 6. You are aware that either the Provider or you can discontinue the Telehealth Visit if we believe that the videoconferencing connections are not adequate for the situation.
- 7. You understand that the Telehealth Visit will not be audio or video recorded at any time, and you agree not to audio or video record the Telehealth Visit.
- 8. In connection with a Telehealth Visit, you may be requested by a Provider to upload, post, publish or display (hereinafter, "upload") images, videos, photographs, information, data, text, messages or other materials ("content"). You will ensure that all content you upload or share with the PLLC and the Providers complies with all applicable laws, rules and regulations, is appropriate and non-offensive, and that you have all necessary rights to use, share, and/or upload such content, without infringing any third-party rights.
- 9. To the extent applicable, you hereby consent and authorize the PLLC and any Provider associated with the PLLC to review and use content you have uploaded to the Site in connection with the Medical Services provided to you pursuant to any Telehealth Visit.
- 10. You agree that the PLLC may use and disclose your Protected Health Information (as that term is defined under HIPAA) in accordance with applicable law and the Notice of Privacy Practices provided to you.
- 11. You acknowledge that you have the right to request the following:
  - a. Omission of specific details of your medical history/physical examination that are personally sensitive, or
  - b. Asking non-medical personnel to leave the room where the Provider is conducting the Telehealth Visit at any time if their presence is not mandated for safety concerns, or
  - c. Termination of the service at any time.
- 12. You agree that you are entering into an agreement with the PLLC which shall be a provider of the Medical Services to you, which means, among other things, you are entering into a practitioner-patient relationship with the health care practitioner associated with the PLLC that personally performs the Medical Services.
- 13. You understand and agree that Voya Health, Inc. is the provider of certain administrative services to the PLLC and does not provide professional medical services itself.
- 14. In connection with the Medical Services and the provision of Telehealth Visits, you consent and agree to the release of your medical records which other treating providers may have.
- 15. **Prescriptions.** With respect to Telehealth Visits, you agree that Providers associated with the PLLC may not prescribe the following drugs:
  - a. **Prescriptions for narcotics or DEA (Drug Enforcement Administration) (<http://www.deadiversion.usdoj.gov/schedules/>) controlled substances (Schedule I, II, III).**

**b. Prescriptions for medications that are restricted by states.**

**c. Prescriptions for medications for psychiatric illnesses.**

16. Neither Voya Health, Inc. nor the PLLC is a drug fulfillment warehouse. In the event that a Provider associated with the PLLC does prescribe a medication, he/she will limit the supply based on state regulations and will only prescribe a medication, as determined appropriate in his/her sole discretion and professional judgment. The PLLC does not guarantee that a prescription will be written.

17. You agree that any prescriptions that you acquire from a Provider shall be solely for your personal use. You agree to fully and carefully read all product information and labels and to contact a physician or pharmacist if you have any questions regarding the prescription.

### **Account Enrollment**

To access Providers for Telehealth Visits, you must first establish an individual user account ("Account") by providing certain information. You agree that you will not create more than one Account or create an Account for anyone other than yourself. You agree to provide true, accurate, current, and complete information on the Account enrollment form and to keep this information current and updated as needed. In the event of breach by you of any of the terms and conditions of these TOS, the Terms of Use and the Privacy Policy, Voya and the PLLC reserve the right to investigate and take appropriate action against you, including, without limitation, suspending or terminating your Account, removing any offending content, and reporting you to the law enforcement authorities.

### **Payment Authorization**

By providing a credit card or other payment method accepted by Voya Health, Inc. ("Payment Method"), you are expressly agreeing that we are authorized to charge to the Payment Method any fees for your use of the Medical Services, together with any applicable taxes. Please note that Voya Health, Inc., as the provider of administrative services to the PLLC, may not receive complete information from your health insurance plan, if applicable, regarding the applicable co-pay due from you for your consultation. As such, you may be billed more than once with respect to a consultation to account for additional co-pay, co-insurance and deductible amounts due, if any. Should you choose not to enter your health plan billing details, you elect to be seen as self-pay, thereby waiving health plan claim submission.

You agree that authorizations to charge your Payment Method remains in effect until you cancel it in writing, and you agree to notify Voya Health, Inc. of any changes to your Payment Method. You certify that you are an authorized user of the Payment Method and will not dispute charges for the Medical Services that correspond to consultation fees or the co-payment required by your health plan. You acknowledge that the origination of ACH transactions to your account must comply with applicable provisions of U.S. law. In the case of an ACH transaction rejected for insufficient funds, Voya Health, Inc. may at its discretion attempt to process the charge again at any time within 30 days. You acknowledge and agree that fees for Telehealth Visits may increase at any time.

### **Patient Consent to the Use of Telemedicine**

You have read and understand the information provided above, and understand the risks and benefits of telemedicine, and by accepting these TOS and the Terms and Conditions, you hereby give your informed consent to participate in a Telehealth Visit under the terms described herein.

### **Changes to this Agreement**

When we make changes, we will revise the “last modified” date at the bottom of this document. We encourage you to review these TOS periodically. Your continued use of Telehealth Visits constitutes your agreement to the changed TOS.

Last modified: December 8, 2020