

Parent/Guardian Informed Consent to Treatment via Telehealth

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Telehealth involves the use of electronic communications to enable healthcare providers at different locations to share individual patient medical information for the purpose of improving patient care. Telehealth services offered via Helloclearhealth.com and affiliates, including participating health care providers, may also include chart review, remote prescribing, appointment scheduling, health information sharing, and non-clinical services, such as patient education. The information you or the patient for whom you are the legal guardian ("Patient") provide may be used for diagnosis, therapy, follow-up and/or patient education, and may include any combination of the following: (1) health records and test results; (2) images and asynchronous communications; (3) live two-way audio and video; (4) interactive audio with store and forward; and (5) output data from medical devices and sound and video files.

The electronic communication systems we use will incorporate network and software security protocols to protect the confidentiality of patient identification and imaging data and will include measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption.

Helloclearhealth.com's affiliated providers (our "providers") are an addition to, and not a replacement for, a primary care provider. Responsibility for overall medical care should remain with a local primary care provider, if the Patient has one, and we strongly encourage you to locate one if the Patient does not.

Helloclearhealth.com is a service offered by Nefaire Inc., a Delaware (USA) corporation. Helloclearhealth.com's providers are independent contractors of Nefaire Inc. and are solely responsible for the performance of medical services via Helloclearhealth.com. Patient acknowledges and agrees that Nefaire Inc. bears no responsibility or liability for medical services performed through the Helloclearhealth.com platform.

Expected Benefits:

- Improved access to care by enabling you and the Patient to remain in your home while the Helloclearhealth.com affiliated provider consults and obtains test results at distant/other sites.
- More efficient care evaluation and management.
- Obtaining expertise of a specialist as appropriate.

Possible Risks:

- Delays in evaluation and treatment could occur due to deficiencies or failures of the equipment and technologies.

In rare events, our provider may determine that the transmitted information is of inadequate quality, thus necessitating a rescheduled telehealth consult or a meeting with Patient's local primary care doctor.

- In very rare events, security protocols could fail, causing a breach of privacy of personal medical information.
- In rare events, a lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other judgment errors.
- You and the Patient may contact the Patient's Provider for follow-up questions by directly sending a message to the Patient's Provider via our member portal. The Patient's Provider will be familiar with and have access to available medical resources, including emergency resources near your or the Patient's location, in order to make an appropriate referral where medically indicated. The Patient's Provider will typically respond within forty-eight hours. **However, if the Patient is experiencing a medical emergency, you or the Patient should dial 9-1-1, go to the nearest urgent care center or emergency room, or contact local emergency assistance services immediately.**

By checking the box associated with "Informed Consent", you, the Patient's parent or guardian, acknowledge that you understand and agree with the following:

1. I hereby consent to the Patient's receiving Helloclearhealth.com's services via telehealth technologies. I understand that Helloclearhealth.com and its providers offer telehealth-based medical services, but that these services do not replace the relationship between the Patient and a primary care doctor. I also understand it is up to the Helloclearhealth.com provider to determine whether or not the Patient's specific clinical needs are appropriate for a telehealth encounter.
2. I understand a licensed provider from Helloclearhealth.com's telehealth provider affiliate will be assigned to me prior to the consult, however, I can request a different licensed provider at any time. I can review the credentials of my assigned provider.
3. I understand that federal and state law requires health care providers to protect the privacy and the security of health information. I understand that Helloclearhealth.com will take steps to make sure that the Patient's health information is not seen by anyone who should not see it. I

understand that telehealth may involve electronic communication of the Patient's personal medical information to other health practitioners who may be located in other areas, including out of state.

4. I understand there is a risk of technical failures during the telehealth encounter beyond the control of Helloclearhealth.com. I agree to hold harmless Nefaire Inc., Helloclearhealth.com and its affiliated providers for delays in evaluation or for information lost due to such technical failures.
5. I understand that I have the right to withhold or withdraw my consent to the use of telehealth in the course of the Patient's care at any time, without affecting the Patient's right to future care or treatment. I understand that I may suspend or terminate use of the telehealth services at any time for any reason or for no reason. I understand that if Patient is experiencing a medical emergency, that I and the Patient will be directed to dial 9-1-1 immediately and that the Helloclearhealth.com affiliated providers are not able to connect me or Patient directly to any local emergency services.
6. I understand that the physician assigned to provide telehealth services via the Helloclearhealth.com platform is an independent contractor, not an employee, of Nefaire Inc., and that Nefaire Inc. bears no responsibility or liability for medical services that will be rendered to Patient by its affiliated providers.
7. I understand that alternatives to telehealth consultation, such as in-person services are available to me and the Patient, and in choosing to participate in a telehealth consultation, I understand that some parts of the services involving tests may be conducted by individuals at Patient's location, or at a testing facility, at the direction of the Helloclearhealth.com affiliated provider (e.g., labs or bloodwork).
8. I understand that I may expect the anticipated benefits from the use of telehealth in Patient's care, but that no results can be guaranteed or assured.
9. I understand that Patient's healthcare information may be shared with other individuals for scheduling and billing purposes. Persons may be present during the consultation other than the Helloclearhealth.com affiliated provider in order to operate the telehealth technologies. I further understand that I will be informed of their presence in the consultation and thus will have the right to request the following: (1) omit specific details of my medical history/examination that are personally sensitive to me; (2) ask non-medical personnel to leave the telehealth examination; and/or (3) terminate the consultation at any time.
10. I understand that Patient will not be prescribed any narcotics for pain, nor is there any guarantee that Patient will be given a prescription at all.
11. I understand I can choose to fill my prescription at a pharmacy of my choice.

12. I understand that if I or the Patient participate in a consultation, that I have the right to request a copy of Patient's medical records which will be provided to me at reasonable cost of preparation, shipping and delivery.

Additional State-Specific Consents: The following consents apply to users accessing the HelloClearHealth.com website for the purposes of participating in a telehealth consultation as required by the states listed below (and where necessary they should be interpreted as referring to Patient and not the parent or legal guardian):

- Alaska: I understand my primary care provider may obtain a copy of my records of my telehealth encounter. (Alaska Stat. § 08.64.364).
- Arizona: I understand I am entitled to all existing confidentiality protections pursuant to A.R.S. § 12-2292. I also understand all medical reports resulting from the telemedicine consultation are part of my medical record as defined in A.R.S. § 12-2291. I also understand dissemination of any images or information identifiable to me for research or educational purposes shall not occur without my consent, unless authorized by state or federal law. (Ariz. Rev. Stat. Ann. § 36-3602).
- Connecticut: I understand that my primary care provider may obtain a copy of my records of my telehealth encounter. (Conn. Gen. Stat. Ann. § 19a-906).
- District of Columbia: I have been informed of alternate forms of communication between me and a provider or other treating physician for urgent matters. (D.C. Mun. Regs. tit. 17, § 4618.10).
- Georgia: I have been given clear, appropriate, accurate instructions on follow-up in the event of needed emergent care related to the treatment. (Ga. Comp. R. & Regs. 360-3-.07(7)).
- Kansas: I understand that if I have a primary care provider or other treating physician, the person providing telemedicine services must send within three business days a report to such primary care provider or other treating physician of the treatment and services rendered to me during the telemedicine encounter. (Kan. Stat. Ann. § 40-2,212(2)(d)(1)(A)).
- Kentucky: If I am a Medicaid recipient, I recognize I have the option to refuse the telehealth consultation at any time without affecting the right to future care or treatment and without risking the loss or withdrawal of a Medicaid benefit to which I am entitled. I understand that I have the right to be informed of any party who will be present at the site during the telehealth consult and I have the right to exclude anyone from being present. I also understand that I have the right to object to the videotaping of the telehealth consultation. (907 Ky. Admin. Regs. 3:170).
- Louisiana: I understand the role of other health care providers that may be present during the consultation other than the

Helloclearhealth.com affiliated provider. (46 La. Admin. Code Pt XLV, § 7511).

- Maryland: Regarding audiologists, speech language pathologists, and hearing aid dispensers, I recognize the inability to have direct, physical contact with the patient is a primary difference between telehealth and direct in-person service delivery. The knowledge, experiences, and qualifications of the consultant providing data and information to the provider of the telehealth services need not be completely known to and understood by the provider. The quality of transmitted data may affect the quality of services provided by the provider. Changes in the environment and test conditions could be impossible to make during delivery of telehealth services. Telehealth services may not be provided by correspondence only. (Md. Code Regs. 10.41.06.04).
- Nebraska: If I am a Medicaid recipient, I retain the option to refuse the telehealth consultation at any time without affecting my right to future care or treatment and without risking the loss or withdrawal of any program benefits to which the patient would otherwise be entitled. All existing confidentiality protections shall apply to the telehealth consultation. I shall have access to all medical information resulting from the telehealth consultation as provided by law for access to my medical records. Dissemination of any patient identifiable images or information from the telehealth consultation to researchers or other entities shall not occur without my written consent. I understand that I have the right to request an in-person consult immediately after the telehealth consult and I will be informed if such consult is not available. (Neb. Rev. Stat. Ann. § 71-8505; 471 Neb. Admin. Code § 1-006.05).
- New Hampshire: I understand that the Helloclearhealth.com affiliated provider may forward my medical records to my primary care or treating provider. (N.H. Rev. Stat. § 329:1-d).
- New Jersey: I understand I have the right to request a copy of my medical information and I understand my medical information may be forwarded directly to my primary care provider or health care provider of record, or upon my request, to other health care providers. (N.J. Rev. Stat. Ann. § 45:1-62).
- Pennsylvania: I understand that I may be asked to confirm my consent to behavioral health or tele-psych services.
- Rhode Island: If I use e-mail or text-based technology to communicate with my Helloclearhealth.com affiliated provider, then I understand the types of transmissions that will be permitted and the circumstances when alternate forms of communication or office visits should be utilized. I have also discussed security measures, such as encryption of data, password protected screen savers and data files, or utilization of other reliable authentication techniques, as well as potential

risks to privacy. I acknowledge that my failure to comply with this agreement may result in the Helloclearhealth.com affiliated provider terminating the e-mail relationship. (Rhode Island Medical Board Guidelines).

- South Carolina: I understand my medical records may be distributed in accordance with applicable law and regulation to other treating health care practitioners. (S.C. Code Ann. § 40-47-37).
- South Dakota: I have received disclosures regarding the delivery models and treatment methods or limitations. I have discussed with the Helloclearhealth.com affiliated provider the diagnosis and its evidentiary basis, and the risks and benefits of various treatment options. (S.D. SB136 (not yet codified)).
- Tennessee: I understand that I may request an in-person assessment before receiving a telehealth assessment if I am a Medicaid recipient.
- Texas: I understand that my medical records may be sent to my primary care provider. (Tex. Occ. Code Ann. § 111.005).
- Utah: I understand (i) any additional fees charged for telehealth services, if any, and how payment is to be made for those additional fees, if the fees are charged separately from any fees for face-to-face services provided in combination with the telehealth services; (ii) to whom my health information may be disclosed and for what purpose, and have received information on any consent governing release of my patient-identifiable information to a third-party; (iii) my rights with respect to patient health information; (iv) appropriate uses and limitations of the site, including emergency health situations. I understand that the telehealth services Helloclearhealth.com provides meets industry security and privacy standards and comply with all laws referenced in Subsection 26-60-102(8)(b)(ii). I was warned of: potential risks to privacy notwithstanding the security measures and that information may be lost due to technical failures, and agree to hold the provider harmless for such loss. I have been provided with the location of Helloclearhealth.com's website and contact information. I was able to select my provider of choice, to the extent possible. I was able to select my pharmacy of choice. I am able to a (i) access, supplement, and amend my patient-provided personal health information; (ii) contact my provider for subsequent care; (iii) obtain upon request an electronic or hard copy of my medical record documenting the telemedicine services, including the informed consent provided; and (iv) request a transfer to another provider of my medical record documenting the telemedicine services. (Utah Admin. Code r. 156-1-602).
- Virginia: I acknowledge that I have received details on security measures taken with the use of telemedicine services, such as encrypting date of service, password protected screen savers, encrypting data files, or utilizing other reliable authentication techniques, as well as potential

risks to privacy notwithstanding such measures; I agree to hold harmless Helloclearhealth.com for information lost due to technical failures; and I provide my express consent to forward patient-identifiable information to a third party. (Virginia Board of Medicine Guidance Document 85-12).

- Vermont: I understand that I have the right to receive a consult with a distant-site provider and will receive one upon request immediately or within a reasonable time after the results of the initial consult. I understand that receiving tele-dermatology or tele-ophthalmology services via Helloclearhealth.com does not preclude me from receiving real-time telemedicine or face-to-face services with the distant provider at a future date. (Vt. Stat. Ann. § 9361).

Patient Consent

I have read this document carefully, and understand the risks and benefits of the telehealth consultation and have had my questions regarding the procedure explained and I hereby give my informed consent for Patient to participate in a telehealth consultation under the terms described herein.