

Telemedicine/Telehealth) Patient Consent Form

Beyond Integrative Physical Therapy Inc., offers some physical therapy consultations via a telemedicine/telehealth platform. If you elect to receive our telehealth services, you must give informed consent and agree to the following:

- **Telehealth Platform.** By using this service, you agree to the terms of use and privacy policies of this telemedicine/telehealth. Zoho Meeting, <https://www.zoho.com/privacy.html>.
- **Benefits of Telehealth.** The benefits to using our telemedicine/telehealth services including but not limited to not having to take time to drive to and from appointments, minimizing time off work for appointments, being able to access services at more convenient times. In office visits are always an alternative to telehealth visits.
- **Service Description and Possible Limitations.** We strive to provide telemedicine/telehealth services at the same standard of care of an in-person visit. However, you should know that there may be some limitations to what we can do through a telemedicine/telehealth connection compared to a face-to-face visit. For example, we will not have the use of other senses, such as touch and smell, or the ability to observe your body/condition in a 3-dimensional view. If the limitations of a telemedicine/telehealth consultation will interfere with our ability to properly examine or treat you, we will let you know so you can schedule a face-to-face visit with us or another provider of your choice.
- **Session Recordings.** If it would be beneficial to record our telemedicine/telehealth consultations, we will explain the reason for the need or desire to record the consultation and obtain your verbal consent in advance. If we do record the session, you may request to stop the videotaping at any time. The recording will not be stored as part of your official medical record unless we advise you that we plan to store and maintain it. If we do, it will be stored and maintained with the same privacy and security protections required by applicable state and federal laws that apply to your written medical records.
- **Technology Risks.** There are potential risks with the use of telemedicine/telehealth technology, including but not limited to: (1) interruption of the audio/video link, (2) disconnection of the audio/video link, (3) video that may not be clear enough to meet the needs of the consultation, and (4) potential of unauthorized access to the live or stored consultation. If any of these occur, the consultation may need to be stopped and/or rescheduled. Also, we are not responsible for these or other technology problems that we are not in control of.
- **Exercise Risks.** If we instruct you on any exercises, balance activities or other physical procedures during the telemedicine/telehealth session, you are responsible for determining whether you can safely perform the activity without risk of falling or otherwise injuring yourself. If you do not feel safe, you must tell us. If the exercise or activity requires the assistance of a family member or caregiver (collectively "Caregivers"), you are accepting the risk of the actions of your Caregivers. We are not responsible if you fall or get injured by the actions, errors or omissions of your Caregiver.
- **License and Residency.** We can only provide services to patients who reside in the states where our therapists are licensed to practice physical therapy, therefore, you must schedule your telehealth appointment with an office that is in the state in which you reside. By scheduling a telehealth appointment with us at a particular office, you are attesting that you are a resident California.
- **Privacy and Confidentiality.** The same state and federal laws that protect your privacy and the confidentiality of your medical records apply to our telemedicine/telehealth visits if the visit is for health care services. You acknowledge by signing below that you have been given an opportunity to review our Notice of Privacy Practices and had all your questions answered.

- **Health Plan Coverage.** Some health plans may cover telemedicine/telehealth services if they are medically necessary. Some state laws require state-governed (fully insured) health plans to cover telemedicine/telehealth visits if the health plan would have covered the same interventions had they been provided in the office. However, there are frequently exceptions to these coverage laws and policies. That means your health plan is highly likely to deny our claims for telemedicine/telehealth services. Therefore, we require payment at or before the time of service for scheduled telemedicine visits. If we are out of network with your health plan, we will provide you with a superbill that you can send to your health plan to get reimbursed if your health plan does cover telemedicine/telehealth services
- **Medicare Beneficiaries.** Medicare Part B currently covers telehealth physical therapy services during the COVID-19 Pandemic. Therefore, if you choose to receive our telehealth services, you are choosing of your own free will to pay privately for such services and we may ask you to sign an Advanced Beneficiary Notice (ABN) to confirm you are willing to pay for our services. We cannot not submit a claim to Medicare on your behalf even if it is just to get a denial so that a supplemental plan will pay for our services since Medicare does not cover our telehealth services.

If you have a Medicare Advantage Plan (MAP), you should check with your plan to determine whether physical therapy telehealth services are covered benefits. If they are, we will provide you with a receipt to submit to your MAP so you can get reimbursed for the services your MAP covers. You will be responsible for obtaining any required physician referrals and pre-authorizations for our services. We are not responsible if your MAP denies, in whole or in part, your claims for our services.

- **Fitness/Wellness Services.** Some of the services we may provide to you through our telemedicine/telehealth platform may be considered fitness or wellness services, *not* physical therapy. Fitness and wellness services may not be subject to the requirements of the physical therapy practice act or other state laws that apply to medical services.
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- **Late Log-ins and Cancellations.** You are expected to log-in per our instructions at your scheduled time. If you log-in late, it will take time away from your scheduled appointment because we still have to end your appointment on time. We do not provide refunds for any lost time during a scheduled visit because you failed to log in at the scheduled time. If you need to cancel or reschedule an appointment, you must give at least 24 hours-notice. If you cancel with less notice or fail to log onto the consultation at all, you will forfeit \$200 for the scheduled visit.
- **Consent for E-mail/Text Communication.** We respect the privacy rights of all our patients and will therefore only communicate with you through email, text or voice mail messaging with your written consent. Email can be inherently insecure if your email service does not use encryption. Also, if your email address is through your employer, your employer may have access to your email box. Voice mail may also be insecure, especially if you use a VOIP phone service. When you consent to communicating with us by email, text or phone, you are agreeing to accept the risk that your protected health information may be intercepted by persons not authorized to receive such information. Since we do not control the email and phone systems you use, we are not responsible for any privacy or security breaches that may occur through voicemail, email or text communications that you have consented to. You may choose to limit the type of voicemail, email or text communication you have with us if you wish to limit your risk of exposing your protected health information to unauthorized persons. Please indicate below what types of correspondence you consent to receive by email or text.

- ☐ I do not consent to any voicemail, email or texting communication.
 - ☐ I consent to all communication, including but not limited to communication about my medical condition and advice from my health care providers by the following means:
 - ☐ Email
 - ☐ Text
 - ☐ Voicemail
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I, _____ [print name], have read, understand and agree to all the above terms for my telemedicine/telehealth consultation. Understanding the limitations and risks associated with a telemedicine/telehealth consultation as described above, I consent to the examination and/or treatment through Company's telemedicine/telehealth service.

Patient's Signature

Date

Parent/Guardian Signature

Date