

## **Medical Consent**

Strategic Cost Containment LLC dba MedFit.Health

Medical Consent

Last updated: February 15th, 2024

WE ARE NOT A REPLACEMENT FOR EMERGENCY MEDICAL SERVICES. IF YOU HAVE A MEDICAL EMERGENCY, SEEK EMERGENCY MEDICAL CARE IMMEDIATELY IN PERSON OR DIAL 911 OR YOUR LOCAL EMERGENCY NUMBER.

MedFit.Health reserves the right to modify these terms as necessary to comply with applicable laws or to adapt to changes in the business or competitive environment. Any such changes will be communicated to clients promptly.

### **Telehealth Consent**

Telehealth allows clients to access health services using audio-video interfaces such as videoconferencing.

Electronic systems used will incorporate network and software security protocols to protect the confidentiality of client identification and imaging data and include measures to safeguard the data and ensure its integrity against intentional or unintentional corruption.

### **Expected Benefits:**

1. Improved access to healthcare by enabling a client to receive services across distances and between programs.
2. More efficient healthcare, including evaluation and management.
3. Obtaining expertise from a distant specialist.
4. Maintaining connections with established providers in other areas.

The benefits listed above are expected but not guaranteed. There are numerous potential outcomes when utilizing telehealth.

### **Possible Risks:**

As with any medical procedure, there are potential risks associated with telehealth for health treatment. These risks include, but may not be limited to:

1. In rare cases, information transmitted may not be sufficient (e.g., poor resolution of images) to allow for appropriate medical decision-making by the physician or other clinical staff.
2. Delays in medical evaluation and treatment could occur due to deficiencies or failures of the equipment.
3. In very rare instances, security protocols could fail, causing a breach of privacy of personal medical information.
4. In rare cases, a lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other judgmental errors.

By providing my consent, I acknowledge and understand the following:

1. I understand that the laws that protect privacy and the confidentiality of medical information also apply to telehealth and that no information obtained in the use of telehealth which identifies me will be disclosed to researchers or other entities without my consent.
2. I understand that I have the right to withhold or withdraw my consent to the use of telehealth in the course of my care at any time, without affecting my right to future care or treatment.
3. I understand that I have the right to inspect all information obtained and documented in the course of a telehealth interaction and may receive copies of this information for a reasonable fee.
4. I understand that a variety of alternative methods of healthcare may be available to me, and that I may choose one or more of these at any time.
5. I understand that it is in my best interest to inform my physician or other clinical staff of any other healthcare providers involved in my medical care.
6. I understand that I may expect the anticipated benefits from the use of telehealth in my care, but that no results can be guaranteed or assured.

#### Client Consent to the Use of Telehealth

I have read and understand the information provided above regarding telehealth, have discussed it with my physician or other clinical staff as may be designated, and all of my questions have been answered to my satisfaction. I confirm that I have a clear understanding of the telehealth process, including its potential risks and benefits, as outlined in the Telehealth Consent section above. I understand that my continued use of

the services constitutes my voluntary consent to the use of telehealth in the course of my diagnosis and treatment. I hereby give my informed consent for the use of telehealth in my healthcare. I have been offered a copy of this form for my personal records.

My continued use of the services constitutes my understanding and acceptance of the above terms, and I hereby authorize the use of telehealth in the course of my diagnosis and treatment.

## HIPAA Consent

The Health Insurance Portability and Accountability Act (HIPAA) provides safeguards to protect your privacy. Implementation of HIPAA requirements officially began on April 14, 2003. This form is a “friendly” version. A more complete text is available upon request to [support@medfit.health](mailto:support@medfit.health).

What this is all about: Specifically, there are rules and restrictions on who may see or be notified of your Protected Health Information (PHI). These restrictions do not include the normal interchange of information necessary to provide you with our services. PHI includes any individually identifiable health information that is created or received by MedFit.Health and relates to your past, present, or future physical or mental health condition, the provision of healthcare services, or payment for healthcare services. This includes information such as your medical history, diagnoses, treatment plans, laboratory results, and any other health information that can be used to identify you. Protecting your PHI is crucial to maintain your privacy and ensure the confidentiality of your health information. HIPAA provides certain rights and protections to you as a patient, and we are committed to maintaining the security and privacy of your PHI.

HIPAA provides certain rights and protections to you as the patient. We balance these needs with our goal of providing you with quality professional service and care. Additional information is available from the U.S. Department of Health and Human Services. [www.hhs.gov](http://www.hhs.gov)

We have adopted the following policies:

1. Patient information will be kept confidential except as is necessary to provide services or to ensure that all administrative matters related to your care are handled appropriately. This specifically includes the sharing of information with other healthcare providers, laboratories, and health insurance payers as is necessary and appropriate for the coordination of your care. All patient files will be securely stored and will not contain any coding that could reveal a patient’s condition or any information not already publicly available. The normal course of coordinating care means those records will not be available to persons other than office staff and

third-party providers. You agree to the normal procedures utilized within for the handling of charts, patient records, PHI, and other documents or information.

2. It is the policy of MedFit.Health to remind patients of their appointments. We may do this by telephone, email, U.S. mail, or by any means convenient and/or as requested by you. We may send you other communications informing you of policy or procedure changes that you might find valuable or informative.
3. We utilize a number of vendors in the conduct of business. These vendors may have access to PHI but must agree to abide by the confidentiality rules of HIPAA. Any vendors with access to Protected Health Information (PHI) shall be contractually obligated to comply with HIPAA's privacy and security rules.
4. You understand and agree to inspections of our office and review of documents which may include PHI by government agencies or insurance payers in normal performance of their duties.
5. You agree to bring any concerns or complaints regarding privacy to our attention by emailing [privacy@medfit.health](mailto:privacy@medfit.health).
6. Your confidential information will not be used for the purposes of marketing or advertising of products, goods, or services.
7. We agree to provide patients with access to their records in accordance with state and federal laws.
8. We may change, add, delete, or modify any of these provisions to better serve both our needs and the needs of the patient. Any such changes will be communicated to clients promptly to ensure transparency.
9. You have the right to request restrictions in the use of your protected health information and to request changes in certain policies used within the office concerning your PHI. However, we are not obligated to alter internal policies to conform to your request.

My continued use of the services constitutes my understanding and acceptance of the above terms set forth in the HIPAA INFORMATION FORM and any subsequent changes in office policy. I understand that this consent shall remain in force from this time forward.

#### Financial Consent

I understand and accept the terms in order to render services that a credit card must be kept on file and that any remaining balances for services rendered shall be paid in full. I authorize MedFit.Health to submit on my behalf and the release of any medical records or

other information necessary to process my consultation order. Fee schedules and receipts for all professional services are available upon request.

I authorize MedFit.Health to adjust invoices and debit my account for any orders placed, goods received, or services rendered that are not fully covered by third-party vouchers or credits. I understand that MedFit.Health may charge my credit card for any unpaid balances due. Some programs are auto-renewing and I consent to be automatically charged for any auto-renewing program I am a part of unless I explicitly request to cancel before my payment is processed. There are no refunds or exchanges. I certify that I am an authorized user of this credit card and that I will not dispute the payments with my credit card company.

#### Shipping Authorization

All prescription medications dispensed by our third-party pharmacies are dispensed according to state and federal law with the approval of the pharmacist in charge and in compliance with all laws applicable from the relevant Medical Boards and State Boards of Pharmacy. The customer requesting shipping disclaims and agrees to hold harmless MedFit.Health for any delays or errors during the shipping process. MedFit.Health is not responsible for delays or errors in shipping that are beyond its control, such as those caused by the shipping carrier, weather conditions, or other unforeseen circumstances. Medication is considered dispensed and the order completed when it is signed out for shipping, not when it arrives via delivery.

My continued use of the services constitutes my understanding and acceptance of the above terms, and I give permission for MedFit.Health's third-party pharmacies to ship medication to me at the address provided in my intake form or any other address given by me to the company, and agree to all of the conditions listed above.