

## Consent to Telehealth and Therapy

### Informed Consent Regarding the Use of Telehealth and Therapy

Last Updated: 2025-11-28

BY CLICKING "I AGREE," CHECKING A RELATED BOX TO CONFIRM YOUR ACCEPTANCE, USING ANY OTHER ACCEPTANCE METHOD PROVIDED THROUGH THE SERVICE (INCLUDING VERBAL AUTHORIZATION WHICH MAY BE RECORDED), OR OTHERWISE INDICATING YOUR AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS INFORMED CONSENT. IF YOU DO NOT AGREE TO THIS INFORMED CONSENT, DO NOT CREATE AN ACCOUNT OR USE THE SERVICE. YOU ALSO GRANT AUTHORITY TO ANY PARTY WHO CLICKS THE "I AGREE" BUTTON OR OTHERWISE EXPRESSES ACCEPTANCE ON YOUR BEHALF.

IF YOU ARE EXPERIENCING AN EMERGENCY SITUATION OR THOUGHTS OF SUICIDE OR HARMING OTHERS, CALL 911, THE SUICIDE & CRISIS LIFELINE AT 988, OR GO TO THE NEAREST HOSPITAL EMERGENCY ROOM

The purpose of this consent form ("Consent to Telehealth" or "Consent") is to provide you with information about how the Medical Groups, and their licensed healthcare providers and contractors, use Telehealth in the delivery of healthcare, mental health, and/or therapy services. In this consent, the term "you" refers to the individual person using the Service and Care Services. Any capitalized terms used in this Consent to Telehealth by not defined herein have the same meanings as assigned to them in the Terms of Use.

#### **Use of Telehealth**

Telehealth involves the delivery of healthcare and/or mental health and therapy services using electronic communications, information technology, messaging, audio calls, or other means between a healthcare or mental health provider(s) ("Provider") and a patient who is not in the same physical location. Telehealth may be used for diagnosis, treatment, mental health therapy, follow-up and/or patient education, and may include, but is not limited to, one or more of the following:

- electronic transmission of medical records, photo images, personal health information or other data between a patient and a provider;
- interactions between a patient and provider via audio, video and/or data communications (such as use of store-and-forward technology, interactive asynchronous messaging, two-way interactive audio or video communications, or email communications);
- use of output data from medical devices, wearable technologies, sound and video files;
- Delivery of a consultation report with a diagnosis, treatment and/or prescription recommendations, as deemed clinically relevant;
- Facilitating group therapy or support programs, whereby you participate with other Total Life participants;
- Prescription refill reminders (if applicable); and/or
- Other electronic transmissions for the purpose of rendering clinical care to you.

#### **Possible Benefits of Using Telehealth**

Telehealth services may offer several potential benefits, including, but not limited to:

- making it easier, more efficient, and more affordable for you to access certain medical care or treatment for the conditions treated by your Provider(s);

- the ability to receive care at times that are convenient for you; and
- the opportunity to connect with your Provider(s) without needing to attend an in-office appointment where appropriate.

For mental health and therapy services, participating in telehealth services may help reduce stress and anxiety, decrease negative thoughts, improve relationships, and increase comfort in various settings.

### **Potential Limitations and Risk of Using Telehealth**

While telehealth may make accessing, affording, and providing other possible benefits in your use of healthcare services, telehealth services still have certain limitations and potential risks that may differ from direct in-person encounters with healthcare providers. These possible limitations and risks include:

- the quality, accuracy, or effectiveness of the services you receive from your Provider may be limited;
- lack of access to all of your medical records, or your providing inaccurate health records, could lead to adverse drug interactions, allergic reactions, or other judgment errors;
- the inability of your Provider to conduct certain tests or assess vital signs in person may prevent a proper diagnosis or treatment, or hinder the identification of emergency medical needs;
- your Provider may not be able to treat your condition through telehealth, requiring you to seek alternative healthcare or emergency care services;
- participation in mental health or therapy services may lead to worsening feelings as your treatment or therapy progresses.
- failures in technology may affect your Provider's ability to diagnose or treat your condition accurately;
- delays in medical evaluation or treatment could occur due to unavailability of your Provider(s) or failures in technology or electronic equipment;
- technology, including the Service, may contain bugs or errors that could limit functionality; produce erroneous results, make part or all of the technology unavailable or inoperable, create incorrect records, transmissions, data, or content; or cause records, transmissions, data, or content to be corrupted or lost;
- electronic systems or security protocols may fail or be more vulnerable to unintended disclosures, potentially exposing your personal information or protected health information;
- regulatory requirements in certain areas may limit your Provider's diagnosis and/or treatment options, especially for certain conditions and prescriptions.

OUR PROVIDERS DO NOT ADDRESS MEDICAL EMERGENCIES. IF YOU BELIEVE YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL 9-1-1 AND/OR GO TO THE NEAREST EMERGENCY ROOM. PLEASE DO NOT ATTEMPT TO CONTACT TOTAL LIFE FL, PA, OR YOUR PROVIDER. AFTER RECEIVING EMERGENCY HEALTHCARE TREATMENT, YOU SHOULD VISIT YOUR LOCAL PRIMARY CARE PROVIDER.

Our Providers are an addition to, and not a replacement for, your local primary care provider. Responsibility for your overall medical care should remain with your local primary care provider, if you have one, and we strongly encourage you to locate one if you do not. Total Life does not have any in-person clinic locations for you to visit us.

### **Security Measures**

The electronic communication systems we use incorporate network and software security protocols to protect the confidentiality of patient identification and imaging data and include measures to safeguard the data and its integrity against intentional or unintentional corruption. All the Services delivered to the patient through telehealth are intended to be delivered over a secure connection that complies with applicable laws. Use of the Service may include email communications to and from you that may include your protected health information. You understand that Total Life does not and cannot guarantee the

security or privacy of the services you use to receive communications, including for example your email service provider.

**OPEN PAYMENTS NOTICE.** For informational purposes only, a link to the federal Centers for Medicare and Medicaid Services Open Payments web page is provided here. The federal Physician Payments Sunshine Act requires that detailed information about payment and other payments of value worth over ten dollars (\$10) from manufacturers of drugs, medical device, and biologics to physicians and teaching hospitals be made available to the public. The Open Payments database is a federal tool used to search payments made by drug and device companies to physicians and teaching hospitals. It can be found at <https://openpaymentsdata.cms.gov>.

### **Assignment of Benefits**

I hereby instruct and authorize my Insurance Company/Provider to make payments to Total Life directly, via check or any other means acceptable, for all medical services provided by Total Life. I understand that this assignment of benefits means that all insurance company payments for covered services provided will be made directly to Total Life, and I agree to Total Life being designated as a Representative Payee and attorney-in-fact, when necessary, for the limited purpose of receiving all payments due under my insurance benefits for services rendered. If my current policy prohibits direct payment to the provider of service, I instruct my insurance company to make out the check to me and mail payment directly to Total Life for the professional or medical expense benefits otherwise payable to me under my current insurance policy as payment towards the total charges due. I further authorize Total Life to endorse and deposit such checks for payment on my account.

I understand that as a courtesy to me, Total Life will file a claim with my insurance company on my behalf. I also acknowledge and understand that I am financially responsible for, and hereby do agree to pay in a timely manner, any applicable deductibles, co-payments, or charges not covered by my insurance company. I understand that Actual Plan Benefits for provided services cannot be determined until the claim is received and processed by my insurance company, and that payment for services is based upon the Insurance Company's determination of medical necessity. Moreover, I understand that submission of any claim for medical services is not a guarantee of payment.

If it is necessary to file a formal collection action, I agree to pay all costs, including reasonable attorney's fees incurred by Total Life in the collection of the outstanding fees.

### **Appointment of Representative**

I appoint Total Life, to act on my behalf in connection with any claim for coverage or benefits identified in this case, including receipt of any approval(s) or authorization(s) that are required before medical service(s) are provided, or in order to receive any payments due under my insurance benefits for the service(s) Total Life provided. I authorize my representative to receive any and all information related to this case that is provided to me and to provide any information to the health plan in relation to the disputed claims, approvals, or authorizations. This information may include a diagnosis (name of illness or condition), progress notes or other supporting documentation, claims, doctors and other health care providers and financial information (like billing and banking). I also understand that I may revoke (or cancel) this approval at any time, and that this Appointment shall cease as soon as Total Life has received payment in full and remedies under applicable regulatory guidelines for all medical care services provided to me. I hereby confirm and ratify all action taken by my Representative pursuant to the authority granted herein.

### **Authorization for Release for Records**

I hereby authorize representatives of Total Life, to receive any and all records and information pertinent to any claim or insurance benefit for the provided medical services that I am requesting approval for or seeking payment be issued. This request includes records and information related to 'sensitive' health information. I authorize my insurance company to release these records pertinent to the services provided

by Total Life to any third party deemed necessary. Moreover, I understand, agree, and allow Total Life. to use and release my information as I have stated above. I also understand that signing this consent is of my own free will. I have the right to withdraw this approval at any time by giving written notice of my withdrawal to Total Life. I understand that I cannot cancel this approval when this form has already been used to disclose information.

I understand that my withdrawal of this approval will not affect any action taken before I do so. I also understand that information that's released may be given out by the person or group who receives it. If this happens, it may no longer be protected under the HIPAA Privacy Rule. I am entitled to a copy of this consent.

### **Your Understanding and Agreement**

By clicking "I Agree," checking a related box to confirm your acceptance, using any other acceptance method provided through the service (including verbal authorization which may be recorded), or otherwise indicating your agreement, you acknowledge that you have read, understood, and agree to be bound by the following:

- I have read this Consent to Telehealth carefully, and understand the potential risks and possible benefits, including but not limited to those detailed above, of the use of telehealth in my medical care and treatment.
- I give my informed consent to receive medical care, therapy, and treatment by telehealth from Providers affiliated with Total Life.
- I understand that the delivery of health care services via telehealth is an evolving field and that the use of telehealth in my medical care and treatment may include uses of technology not specifically described in this Consent.
- I understand that while the use of telehealth may provide potential benefits to me, as with any medical care service no such benefits or specific results can be guaranteed. My condition may not be cured or improved, and in some cases, may get worse.
- I understand that encounters with my healthcare or therapy providers may be recorded for the reasons as outlined in the Privacy Policy, and that I may ask to opt-out of recording at any time by contacting my provider.
- I understand that I am solely responsible for the information that I provide about my health and medical history and that I will always provide truthful, accurate, and complete information.
- I understand that I am responsible for keeping all of my personal and health information up-to-date at all times, including, but not limited to, changes in my health, symptoms, treatments, or medications.
- I understand that withholding or providing inaccurate information about my health and medical history in order to obtain treatment may result in harm to me, including, in some cases, serious harm and/or death.
- I understand that Provider in their sole discretion, may determine that my condition is not suitable for treatment using telehealth, and that I may need to seek direct in-person medical care and treatment.
- I understand that the Services provided through the Platform enables coordination and communication with a Provider, and in no way should replace or be a substitute for my relationship and continued care with any direct in-person health care provider or specialist.
- I understand that the treating Provider may not always be a physician, but could be another appropriately licensed healthcare provider, and that I will have the opportunity to review their credentials or change providers if I wish to do so.
- I understand that I cannot obtain emergency care or emergency mental health care through the Services, and if I believe I'm experiencing such an emergency, that I should call 911 and seek immediate help

- I understand that my information, including my identified health information, will be collected, used, shared, and protected as described in Total Life's Privacy Policy and Notice of Privacy Practices.
- I understand that I have access to all of my general health and wellness information pertaining to my telehealth consultations when consistent with applicable laws and regulations.
- I understand that not all therapy or psychotherapy notes may be accessible or available to me, consistent with applicable laws and regulations.
- I understand that by participating in group therapy, couples therapy, or otherwise allowing other individuals to be in the room during my telehealth or therapy session that I am expressly authorizing the sharing or disclosure of sensitive and confidential information I might share during those sessions.
- I understand that Total Life may use secure artificial intelligence (AI) systems to assist licensed clinicians with scribing, summarizing, and coordinating care. These AI systems are HIPAA-compliant, operate under executed Business Associate Agreements, and follow the minimum-necessary data standard. All AI-supported functions are supervised by a licensed provider and do not replace professional judgment
- When therapy involves more than one participant—such as family, couples, or group counseling—each participant's communications are considered confidential. Total Life and its Providers will take reasonable steps to preserve confidentiality; however, we cannot guarantee that other participants will do so. Records created for family, couples, or group therapy are maintained as joint records and will not be released to any individual participant, including the identified subscriber or policyholder, without the written consent of all participants, except where disclosure is required by law.
- I understand that Total Life and my Provider will use and disclose my telehealth and therapy records consistent with their Privacy Policy and Notice of Privacy Practices.
- I understand that a technical failure affecting the Services may result in the loss of my information and/or interrupt my online visit. In addition to any disclaimers that I agreed to by accepting the Terms of Use, I agree to hold Total Life harmless for any loss of information or delay in care resulting from a technical failure.
- I understand the importance of following the treatment plan outlined by my Provider, which may include taking prescribed medications, attending therapy sessions, and completing any assignments or tasks requested by my Provider. I acknowledge that failing to adhere to my Provider's instructions may reduce the effectiveness of my treatment and could result in the termination of the patient-provider relationship. I agree to promptly report any worsening of my condition or any unexpected reactions to medications to my Provider. I also recognize the importance of attending scheduled appointments and, when necessary, adhering to the cancellation policy.

**Additional State-Specific Disclosures:** The following disclosures and notices apply to patients accessing Group's website for the purposes of participating in a telehealth consultation as required by the states listed or records request below:

**Alaska:** I understand that my primary care provider may obtain a copy of my records of my telehealth encounter. I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, [here](#).

**California:** The Board of Behavioral Sciences receives and responds to complaints regarding services provided by therapists, clinical social workers, or professional clinical counselors. You may contact the board online at [www.bbs.ca.gov](http://www.bbs.ca.gov), or by calling (916) 574-7830. Medical doctors are licensed and regulated by the Medical Board of California. To check up on a license or to file a complaint go to [www.mbc.ca.gov](http://www.mbc.ca.gov), email: [licensecheck@mbc.ca.gov](mailto:licensecheck@mbc.ca.gov), or call (800) 633-2322. The Complaint Assistance

Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210.

**Connecticut:** I understand that my primary care provider may obtain a copy of my records of my telehealth encounter.

**Georgia:** I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, [here](#).

**Idaho:** I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, [here](#), or at the therapy board's website [here](#).

**Indiana:** I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, [here](#).

**Iowa:** I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, [here](#).

**Kentucky:** I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, [here](#).

**Kansas:** I understand that if I have a primary care provider or other treating physician, the person providing telemedicine services must send a report to such primary care or other treating physician of the treatment and services rendered to me during the telemedicine encounter within three days of me providing consent to the person providing telemedicine services to send such report.

**Maine:** I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, [here](#); Or, the Maine Board of Osteopathic Licensure's website, [here](#).

**Nevada:** I understand that the transmission of any confidential medical information while engaged in telemedicine is subject to all applicable federal and state laws with respect to the protection of and access to confidential medical information.

**New Hampshire:** I understand that my primary care provider or treating provider may obtain a copy of my records of my telehealth encounter.

**New Jersey:** I understand that my primary care provider may obtain a copy of my records of my telehealth encounter which may be forward directly to my primary care provider, or other provider, upon my request.

**New York:** I have been informed that to get information regarding your rights and how to report professional misconduct, I should visit [here](#).

**Oklahoma:** I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, [here](#); Or, the Oklahoma Board of Osteopathic Examiners' website, [here](#).

**Ohio:** I understand that my primary care provider or treating provider may obtain a copy of my records of my telehealth encounter.

**Oregon:** I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, [here](#).

**Rhode Island:** I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, [here](#).

**Tennessee:** I understand that I may request an in-person assessment before receiving a telehealth assessment.

**Texas:** I understand that with my consent my medical records may be sent to my primary care physician within 72 hours after receiving telehealth services. I have also been informed of the following notice:

NOTICE CONCERNING COMPLAINTS - Complaints about physicians, as well as other licensees and registrants of the Texas Medical Board, including physician assistants, acupuncturists, and surgical assistants may be reported for investigation at the following address: Texas Medical Board, Attention: Investigations, 333 Guadalupe, Tower 3, Suite 610, P.O. Box 2018, MC-263, Austin, Texas 78768-2018, Assistance in filing a complaint is available by calling the following telephone number: 1-800-201-9353, For more information, please visit our website at [www.tmb.state.tx.us](http://www.tmb.state.tx.us).

AVISO SOBRE LAS QUEJAS- Las quejas sobre médicos, así como sobre otros profesionales acreditados e inscritos del Consejo Médico de Tejas, incluyendo asistentes de médicos, practicantes de acupuntura y asistentes de cirugía, se pueden presentar en la siguiente dirección para ser investigadas: Texas Medical Board, Attention: Investigations, 333 Guadalupe, Tower 3, Suite 610, P.O. Box 2018, MC-263, Austin, Texas 78768-2018, Si necesita ayuda para presentar una queja, llame al: 1-800-201-9353, Para obtener más información, visite nuestro sitio web en [www.tmb.state.tx.us](http://www.tmb.state.tx.us)

**Vermont:** I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, [here](#); Or, the Vermont Board of Osteopathic Examiners' website, [here](#).

**Wyoming:** I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, [here](#).