

Informed Consent to Broadnax Healthcare Telemedicine Services and Policies

This form describes Broadnax Healthcare Telemedicine and payment policies and includes:

- Your consent to receive medical treatment from Broadnax Healthcare (and your other rights and responsibilities);
- Your agreement to receive services using telemedicine technology; and
- Your agreement to pay in full any charges that are your responsibility.

By typing my name and clicking “I agree to Terms of Use” on the Broadnax Healthcare Telemedicine Patient Intake Form, I understand and agree that I am signing this Consent electronically and that (i) I have reviewed, understand and accept the risks and benefits of telemedicine services as described below and wish to receive such services, and (ii) I agree to the remaining terms of this Consent, including the terms of the Broadnax Healthcare Telemedicine Privacy Notice described below.

Informed Consent for Telemedicine Services

By using the Broadnax Healthcare Telemedicine website, I agree to receive telemedicine services. Telemedicine involves the delivery of health care services, including assessment, treatment, diagnosis, and education, using interactive audio, video, and data communications. During my visit, my Broadnax Healthcare provider and I will be able to see and speak with each other from remote locations.

I understand and agree that:

- I will not be in the same location or room as my medical provider.
- My Broadnax Healthcare provider is licensed in the state in which I am receiving services. I will report my location accurately during registration.
- Potential benefits of telemedicine (which are not guaranteed or assured) include: (i) access to medical care if I am unable to travel to my Broadnax Healthcare provider’s office; (ii) more efficient medical evaluation and management; and (iii) during the COVID-19 pandemic, reduced exposure to patients, medical staff and other individuals at a physical location.
- Potential risks of telemedicine include: (i) limited or no availability of diagnostic laboratory, x-ray, EKG, and other testing, and some prescriptions, to assist my medical provider in diagnosis and treatment; (ii) my provider’s inability to conduct a hands-on physical examination of me and my condition; and (iii) delays in evaluation and treatment due to technical difficulties or interruptions, distortion of diagnostic images or specimens resulting from electronic transmission issues, unauthorized access to my information, or loss of information due to technical failures. I will not hold Broadnax Healthcare responsible for lost information due to technological failures.

- I further understand that my Broadnax Healthcare Provider’s advice, recommendations, and/or decisions may be based on factors not within his/her control, including incomplete or inaccurate data provided by me. I understand that my Broadnax Healthcare provider relies on information provided by me before and during our telehealth encounter and that I must provide information about my medical history, condition(s), and current or previous medical care that is complete and accurate to the best of my ability.
- I may discuss these risks and benefits with my Broadnax Healthcare provider and will be given an opportunity to ask questions about telemedicine services. I have the right to withdraw this consent to telemedicine services or end the telemedicine session at any time without affecting my right to future treatment by Broadnax Healthcare.
- I understand that the level of care provided by my Broadnax Healthcare provider is to be the same level of care that is available to me through an in-person medical visit. However, if my provider believes I would be better served by face-to-face services or another form of care, I will be referred to the nearest available medical center, hospital emergency department or other appropriate health care provider.
- I have the right to receive face-to-face medical services at any time by traveling to the nearest medical center that is convenient to me.
- In case of an emergency, I will dial 911 or go directly to the nearest hospital emergency room.

I consent to, understand and agree that:

- I have the right to discuss the risks and benefits of all procedures and courses of treatment proposed by my health care provider(s), together with any available alternatives.
- Broadnax Healthcare will provide care consistent with the prevailing standards of medical practice but makes no assurances or guarantees as to the results of treatment.
- Before prescribing any controlled substance to me, Broadnax Healthcare may review information from the Prescription Drug Monitoring Program in my state of residence regarding my prior receipt of controlled substances.
- My Broadnax Healthcare provider will not prescribe opioids, Schedule 2 controlled substances (including stimulant medications used to treat attention deficit disorders), or new prescriptions for benzodiazepines to me during a telemedicine visit.
- I have the right to review and receive copies of my medical records, including all information obtained during a telemedicine interaction, subject to Broadnax Healthcare’s standard policies regarding request and receipt of medical records and applicable law.
- The laws of the state in which I am located will apply to my receipt of telehealth services.

Broadnax Healthcare Notice of Privacy Practices (“HIPAA Privacy Notice”)

Broadnax Healthcare will protect the privacy of my health information and will not use or disclose it except as permitted by law. Broadnax Healthcare privacy policies are more fully described in the Privacy Notice, which is available for review and download here www.broadnaxhealthcare.com/services.

By signing this Consent, I acknowledge receipt of the Privacy Notice and consent to Patient First's use and disclosure of my health information in accordance with its terms. I understand that all existing confidentiality protections that apply to in-person treatment apply to telehealth services.

Broadnax Healthcare Payment Policy

I acknowledge, understand and agree that:

- It is my responsibility to provide Broadnax Healthcare with payment at time of service for all services provided as outlined on the website at www.broadnaxhealthcare.com/services
- By providing my credit card information and receiving telemedicine services, I (i) authorize Broadnax Healthcare to charge my credit card for any and all unpaid amounts that Broadnax Healthcare determines are my responsibility, and (ii) agree to pay all amounts charged pursuant to this consent and authorization in accordance with the issuing bank cardholder agreement. I agree that Broadnax Healthcare may charge my credit card for such amounts at the end of my telemedicine visit or at a later date.

I understand that I may access and print a copy of this form describing Broadnax Healthcare Telemedicine, consent and payment policies at www.broadnaxhealthcare.com/services

BROADNAX HEALTHCARE, LLC

CONFIDENTIALITY AGREEMENT

*Applies to all **BHC,LLC** "workforce members" including: employees, medical staff and other health care professionals; (regardless of whether they are **BHC,LLC** employees or rotating through **BHC,LLC** facilities from another institution).*

It is the responsibility of all **BHC,LLC** workforce members, as defined above to preserve and protect confidential patient, employee and business information.

Confidential Patient Care Information includes: Any individually identifiable information in possession or derived from a provider of health care regarding a patient's medical history, mental, or physical condition or treatment, as well as the patient's and/or their family members records, test results, conversations, research records and financial information. Examples include, but are not limited to:

- Physical medical and psychiatric records including electronic, paper, photo, video, diagnostic and therapeutic reports, laboratory and pathology samples;
- Patient payment and billing records;
- Mainframe and department based computerized patient data and email messages;
- Any observation of patients receiving medical care or accessing services; and
- Verbal information provided by or about a patient.

Confidential Employee and Business Information includes, but is not limited to, the following:

- Employee home telephone number and address;
- Spouse or other relative names;
- Social Security number or financial information;
- Information related to evaluation of performance;
- Patient review and risk management activities and information
- Other such information obtained from records which if disclosed, would constitute an unwarranted invasion of privacy; or
- Disclosure of confidential business information that would cause harm to **BHC,LLC**

I understand and acknowledge that:

1. I shall respect and maintain the confidentiality of all discussions, deliberations, patient care records and any other information generated in connection with individual patient care, risk management and/or peer review activities.
2. It is my legal and ethical responsibility to protect the privacy, confidentiality and security of all medical records, proprietary information and other confidential information relating to **BHC,LLC** and its affiliates, including business, employment and medical information relating to our patients, members, employees and health care providers.
3. I shall only access or disseminate patient care information in the performance of my assigned duties and where required by or permitted to by law, and in a manner which is consistent with officially adopted policies of **BHC,LLC** , or where no officially adopted policy exists, only with the express approval of my supervisor or designee. I shall make no

voluntary disclosure of any discussion, deliberations, patient care records or any other patient care, peer review or risk management information, except to persons authorized to receive it in the conduct of **BHC,LLC** affairs.

4. **BHC,LLC** performs audits and reviews patient records in order to identify inappropriate access.
5. My user ID is recorded when I access electronic records and that I am the only one authorized to use my user ID. Use of my user ID is my responsibility whether by me or anyone else. I will only access the minimum necessary information to satisfy my job role or the need of the request.
6. I agree to discuss confidential information only in the work place and only for job related purposes and to not discuss such information outside of the work place or within hearing of other people who do not have a need to know about the information.
7. I understand that any and all references to HIV testing, such as any clinical test or laboratory test used to identify HIV, a component of HIV, or antibodies or antigens to HIV, are specifically protected under law and unauthorized release of confidential information may make me subject to legal and/or disciplinary action.
8. I understand that the law specifically protects psychiatric and drug abuse records, and that unauthorized release of such information may make me subject to legal and/or disciplinary action.
9. My obligation to safeguard patient confidentiality continues after I am no longer a **BHC,LLC** workforce member.

BROADNAX HEALTHCARE, LLC
3066 Zelda Road #331
Montgomery, AL 36106
800-221-1705

HIPAA-ACKNOWLEDGEMENT OF RECEIPT
Notice of Privacy Practices

Printed Patient Name: _____

Patient Birth Date: _____

We at Broadnax Healthcare, LLC are required by law to maintain the privacy of and provide individuals with the attached Notice of our legal duties and privacy practices with respect to protected health information. If you have any objections to the Notice, please ask to speak with our HIPAA Compliance Officer in person or by phone at our main phone number. If you would like a copy of the Notice, please ask.

I hereby acknowledge that I have reviewed the HIPAA Notice of Privacy Practice document.

Signature of patient or patient's representative/parent

Date

Printed name of patient or patient's representative/parent

Relationship to patient



Your Information. Your Rights. Our Responsibilities.

This notice describes how medical information about you may be used and disclosed and how you can get access to this information.

Please review it carefully.

Your Rights

When it comes to your health information, you have certain rights.

This section explains your rights and some of our responsibilities to help you.

Get an electronic or paper copy of your medical record

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
 - We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.
-

Ask us to correct your medical record

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
 - We may say “no” to your request, but we’ll tell you why in writing within 60 days.
-

Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
 - We will say “yes” to all reasonable requests.
-

Ask us to limit what we use or share

- You can ask us **not** to use or share certain health information for treatment, payment, or our operations.
 - We are not required to agree to your request, and we may say “no” if it would affect your care.
- If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer.
 - We will say “yes” unless a law requires us to share that information.

Get a list of those with whom we've shared information

- You can ask for a list (accounting) of the times we've shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We'll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice

- You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us using the information on the back page.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.
- We will not retaliate against you for filing a complaint.

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation
- Include your information in a hospital directory

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases we never share your information unless you give us written permission:

- Marketing purposes
 - Sale of your information
 - Most sharing of psychotherapy notes
-

In the case of fundraising:

- We may contact you for fundraising efforts, but you can tell us not to contact you again.

Our Uses and Disclosures

How do we typically use or share your health information?

We typically use or share your health information in the following ways.

Treat you

- We can use your health information and share it with other professionals who are treating you.

Example: A doctor treating you for an injury asks another doctor about your overall health condition.

Run our organization

- We can use and share your health information to run our practice, improve your care, and contact you when necessary.

Example: We use health information about you to manage your treatment and services.

Bill for your services

- We can use and share your health information to bill and get payment from health plans or other entities.

Example: We give information about you to your health insurance plan so it will pay for your services.

continued on next page

Our Uses and Disclosures

How else can we use or share your health information?

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see:

www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

Help with public health and safety issues

- We can share health information about you for certain situations such as:
 - Preventing disease
 - Helping with product recalls
 - Reporting adverse reactions to medications
 - Reporting suspected abuse, neglect, or domestic violence
 - Preventing or reducing a serious threat to anyone's health or safety

Do research

- We can use or share your information for health research.

Comply with the law

- We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

Respond to organ and tissue donation requests

- We can share health information about you with organ procurement organizations.

Work with a medical examiner or funeral director

- We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers' compensation, law enforcement, and other government requests

- We can use or share health information about you:
 - For workers' compensation claims
 - For law enforcement purposes or with a law enforcement official
 - With health oversight agencies for activities authorized by law
 - For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions

- We can share health information about you in response to a court or administrative order, or in response to a subpoena.

Family and Friends.

We may disclose your location or general condition to a family member or your personal representative. If any of these individuals or others you identify are involved in your care, we may also disclose such information as directly relevant to their involvement. We will only release this information if you agree, are given the opportunity to object and do not, or if in our professional judgment, it would be in your best interest to allow the person to receive the information or act on your behalf. For example, we may allow a family member to pick up your prescriptions, medical supplies, or X-rays. We may also disclose your information to an entity assisting in disaster relief efforts so that your family or an individual responsible for your care may be notified of your location and condition.

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

Changes to the Terms of This Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.

This Notice of Privacy Practices applies to the following organizations.

*Broadnax Healthcare, LLC
3066 Zelda Road # 331
Montgomery AL 36106
www.broadnaxhealthcare.com
Privacy Officer: Melissa Townsend
Phone: (334) 467-5973 Fax: 833-422-0184*

*Dr. Ritchelle Broadnax, DNP, CRNP
3066 Zelda Road # 331
Montgomery AL 36106
www.broadnaxhealthcare.com
Privacy Officer: Melissa Townsend
Phone: (334) 467-5973 Fax: 833-422-0184*

Signature below is only acknowledgment that you have received this Notice of our Privacy Practices :

Print Name: _____

Signature: _____

Date: _____

If you did not complete a Patient Intake Form, please sign this form and fax it back to us at 833-422-0184.