

Y0040_ GNHN2WAEN _C - Patient Consent for Cadence Services

Information and Consent

This document explains the Cadence Services and provides me with information to allow me to make an informed decision to consent to treatment by Telemedicine, to the use of communication methods such as email and text messages as part of the services, and to be billed for the services or have my health insurer be billed for the services.

I will seek immediate care by dialing 911 in the case of an emergency and not wait for medical guidance from any RPM device nor from Cadence as part of the services. Cadence Services are NOT emergency services and I understand that my data *will not be monitored 24/7*.

Cadence Services. Telemedicine is the practice of medicine that involves the use of electronic communications to diagnose or treat patients, and to allow healthcare providers at different locations to share patient medical information for the purpose of improving patient care. Cadence Services are provided by healthcare professionals employed by Cadence and independent contractors who are affiliated with Cadence, such as physicians, other licensed independent practitioners, allied health professionals, physician assistants, nurses, and any authorized agents, contractors, affiliates, successors or assignees acting on their behalf.

“**Cadence**” means Cadence Solutions, Inc., Cadence Health FL, PLLC, Cadence Health CA, PC, Cadence Health NJ LLC, and NY Remote Medical Monitoring, PLLC (as applicable).

“**Remote Physiologic Monitoring (RPM) Program**” involves the use of medical devices to monitor health data and a remote healthcare team. Under the program, the healthcare team reviews health data and provides personalized feedback and suggests changes to the care plan based on the information collected.

Consent for Treatment through Telemedicine. I understand that Cadence Services involves the use of electronic communications (“**Telemedicine**”) to enable health care providers at different locations to collect, use, and share my individual patient medical information for diagnosis, treatment, therapy, follow-up, and/or education purposes, and I understand that my information may be shared with a third party as needed to receive the Cadence Services.

I acknowledge that there are potential risks involved with Telemedicine, such as technical problems with the communication service, information transmission disruption, and equipment failures that could result in lost information, or delays in treatment. I also understand that my health care provider cannot respond to an emergency through Telemedicine in the same way as a health care provider meeting with me in person.

I understand that there will be a recording of any sessions I attend with Cadence for quality assurance and training purposes only. All information disclosed within the sessions and written records pertaining to those sessions are protected as my health information and only disclosed in accordance with NOTICE OF PRIVACY PRACTICES.

During Telemedicine sessions, I will to be in a quiet, private space that is free of distractions .

Consent for Remote Patient Monitoring Services. I understand that Cadence Services are dependent on digital technologies and devices that collect medical and other forms of health data from me where I am located and electronically transmit that information securely to Cadence in a different location for assessment and recommendations. This functionality allows Cadence to continue to track my health status and data from where I am located. I understand that:

1. My providers using the care monitoring system will be able to see my health information, which may include my physiological data.
2. My health data will be collected and transmitted digitally via an RPM device to my healthcare provider in a safe and secure manner to maintain the confidentiality of my healthcare information, but that Cadence cannot assure the security or accuracy of the transmission, and Cadence is not responsible for errors in security or transmission.
3. I will not transmit or allow to be transmitted the health data of any individual other than mine.
4. I have provided Cadence with the mailing address where I will receive the devices. It is my responsibility to track the delivery and receive the devices.
5. I will follow the set up instructions and use the devices and services only for the purpose of Cadence providing me with the Cadence Services.

With respect to the medical devices provided to me, if applicable, I must keep them out of the reach of children, not let others use the devices, not use cleaning products on the devices, not place food or beverages on or near the devices, use scales on a hard surface, and I understand that the devices are not intended for emergent response use. Specifically:

1. I will not intentionally tamper with any RPM device used in connection with my Cadence Services.
2. If I break or lose any part of the devices, then I must contact Cadence promptly to request a replacement.
3. I must return the remote monitoring devices in good condition, excluding any normal wear and tear, when the devices are no longer required for the care and services, using the return shipping label provided to me by Cadence.

I acknowledge that I understand the above terms, "Telemedicine" and "RPM," collectively the "Remote Technologies" as they relate to my care, the type of health data that will be collected,

and how it will be used in my care. I understand that I can ask my Cadence provider any questions that will help me be informed about the Cadence Services.

Use of Remote Technologies.

- The anticipated response time for electronic communications submitted through the Remote Technology varies and I accept any risk associated with the response time, including a delay in obtaining medical care.
- No warranty or guarantee has been made to me concerning any particular result related to my condition or diagnosis. My information may be used for diagnosis, treatment, therapy, follow-up and/or education purposes.
- I understand that the Remote Technologies may be used to collect medical and other forms of health data from me where I am located, including images, live two-way audio and/or video, or output data from medical devices and sound and video files.
- My information will be electronically transmitted to my provider in a different location for assessment.
- My provider's credentials were made available to me before I received healthcare services. If I have any questions about these credentials, I will direct them to my health care provider.
- I understand that alternatives to Remote Technologies, such as in-person services are available to me, and in choosing to participate in Telemedicine, I understand that some parts of the services involving tests may be conducted by individuals at my location, or at a testing facility, at the direction of my healthcare provider.
- I understand that I may expect the anticipated benefits from the use of Remote Technologies in my care, but that no results can be guaranteed or assured.
- Because telephone services and other equipment can break down at times, and this program is not intended to identify or respond to emergencies, I will not hold my Cadence provider, its providers, vendors, or other acting on its behalf, responsible for any consequences that may arise from the delivery of services or from any breakdown of the system.
- I must provide accurate answers to questions regarding my condition and health status, so that the Cadences providers or individuals acting on their behalf can provide the appropriate care. Failure to do so may result in my provider discontinuing care with me and result in Cadence transitioning my care outside of their platform.
- Cadence and my Cadence provider may contact my pharmacy, physician, caseworker, home health agency and/or aid if needed, and/or my emergency contacts, in the event I am unable to be reached by phone.

I have read and you understand the disclosures set forth next to the state in which you are located at the time of the telehealth encounter, as set forth below:

State	Disclosure
Texas	<p>You understand that your medical records may be sent to your primary care physician within 72 hours. Tex. Occ. Code Ann. § 111.005. You have been informed of the following notice:</p> <p>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.</p> <p>AVISO SOBRE LAS QUEJAS- Las quejas sobre médicos, así como sobre otros profesionales acreditados e inscritos de l 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.</p>

Accuracy of Information. I acknowledge and agree that I am solely responsible for ensuring that the information submitted by me through Remote Technologies is accurate, complete and current. I understand that I am the only person who is permitted to use the RPM equipment provided to me by my health care provider. I understand that my health care provider will rely on this information to diagnose and prepare a treatment plan for my medical condition and my failure to provide accurate, complete and current information may lead to a delay in my treatment or a misdiagnosis. I agree I will use the RPM equipment as instructed and I will not use the RPM equipment for any reason other than to monitor my own personal health. I will not alter or tamper with the RPM equipment. I agree I will do my best to take my measurements every day, or as indicated by my health care provider.

Financial Responsibility Acknowledgement. I understand that Cadence will bill my health insurance, including Medicare if applicable, for the Services provided to me. I acknowledge that I am responsible for any amounts not fully covered by my insurance, including co-payments, cost-sharing, and deductibles.

I also understand that under Medicare and insurance program rules, only one provider may furnish and bill for remote patient monitoring services during a calendar month. If I choose

to receive remote monitoring services from a different provider, I will need to disenroll from the Cadence program and complete a separate consent with a new provider.

Voluntary Participation and Right to Withdraw. Participation in RPM is completely voluntary. I understand that I have the right to decline participation or disenroll from the program at any time without affecting my access to other medical care or services provided by Cadence or my healthcare providers. If I wish to disenroll from the RPM program, I agree to notify Cadence by calling or texting 855-613-0778. Disenrollment will take place on the date I provide notice to Cadence.

Risks of Communications by Email and Text. Cadence offers me the opportunity to receive information that identifies me (collectively, my “protected health information” or “PHI”) via email or text message. My provider will discuss this option with me and ask for my preferences. I understand that emailing or texting my PHI unencrypted carries some level of risk that the information in the email or text could be read by a third party. If I choose to have Cadence and Providers communicate with me or my caregivers via unencrypted means, Cadence and Providers cannot guarantee the security and confidentiality of the email or text communication and are not responsible for any unauthorized access that occurs during or after the transmission or once it is delivered to me or my caregivers. By participating in Cadence’s program, I consent to receive emails and text messages from Cadence, Cadence providers, partners and affiliates concerning my healthcare.

Consent for Calls, Emails, and Text Messages. I understand that Cadence, Providers and their partners and affiliates may place calls or send text messages or emails concerning my health care (for example, post-operative instructions, Provider follow-up instructions, patient experience surveys, dietary information, prescription information, or reminder messages for medical appointments). I understand that standard email and text messaging are not confidential methods of communication and may be insecure, and that there is a risk that messages containing health information about me could be intercepted and/or read by a third party. By providing my telephone number, I expressly consent to receive calls and text messages, including those placed using an automated telephone dialing system or that make use of an artificial/pre-recorded voice. Standard message and data rates may apply. I acknowledge that if I decide to opt-out (or otherwise revoke consent) in the future, I may do so by texting “STOP” to 1-855-613-0778 or otherwise contacting Cadence by phone or email.

Acknowledgment of Receipt of Notice of Privacy Practices. I agree to receive NOTICE OF PRIVACY PRACTICES electronically and acknowledge that Cadence has provided me with access to its Notice of Privacy Practices.

Consent to Use and Disclosure of Health Information. To the extent required by law, I consent to Cadence or third parties who work on behalf of Cadence using and disclosing my health information (including, if maintained by Cadence, information regarding substance use disorder treatment, genetic information or test results, mental health or developmental disability information, HIV/AIDS testing or treatment or status, or any other information that is given special privacy protection under state or federal laws) as needed for treatment, payment, health care operations, or for the other purposes listed in the Notice of Privacy Practices, to the fullest extent permitted by applicable law. Without limiting the foregoing, Cadence may release my

health information to any person or entity liable for payment on my behalf in order to verify coverage or for payment questions, or for any other purpose related to benefit payment.

Cadence may share my health information by participating in one or more Health Information Exchanges (HIEs) to support treatment, care coordination, and other permitted healthcare operations. I understand that this allows authorized healthcare providers involved in my care to securely access and use my medical information as needed. I also understand that I may opt out of HIE participation at any time by contacting Cadence. I understand that Cadence will not deny treatment to an individual because of the individual's decision to opt out.

Medication History Consent. I authorize Cadence and its providers to access and use my medication history from pharmacies, health plans, pharmacy benefit managers, or related services for purposes of treatment, safety, and care coordination.

Communications Regarding Future Research Opportunities. Cadence supports research studies in medical conditions related to our services. If a study is relevant to you, Cadence may contact you to see if you are interested in participating in the study. If you do not want to be contacted, you may opt out of these communications by notifying Cadence.

Disclosure to Individuals Involved in My Care. I have provided Cadence with the names and contact information of family members, friends, caretakers, and others involved in my care and Cadence may share my healthcare information to communicate health status, results, findings, and care decisions to these individuals. It is my responsibility to let Cadence know if I want to add or remove someone from this list.

Evidence to Act as Personal Representative. If I am the Personal Representative of the patient, I have provided Cadence with truthful information and documents needed for Cadence to verify my role as a Personal Representative and my identity, and I, and my providers as being involved in my care. "Patient Representative" means any individual authorized by applicable law to act on behalf of the Patient and sign as the Patient's representative. Use of the word "I," "you," "your" or "me" may in context include both the Patient and the Patient Representative.

Consent to Receive Cadence Services. By signing this form, I consent to the Cadence Services by Remote Technologies as may in their professional judgement be deemed necessary or beneficial. I acknowledge that no guarantees have been made as to the effect of the Cadence Services on my condition or health, and I understand that my health outcomes depend on how well I follow medical instructions. I understand that I have the right to consent to these services and can refuse these services, and that I can change my mind by notifying Cadence.

Patient's Name: _____

_____ (Patient or their Personal Representative) has agreed to the information provided above and no objection has been noted. If applicable, the Personal Representative's relationship to the patient is: _____.

*The Personal Representative is the patient's decision maker. It can be the parent if the patient is a minor, legal guardian, health care surrogate, or other person.

Cadence Employee

Date

Disenrollment Process:

1. Patients request disenrollment through Cadence Patient Success via phone or SMS, or a Cadence clinician.
2. Cadence Patient Success confirms disenrollment intent and which program(s) the patient wishes to disenroll from.
3. Cadence updates program status, cancels upcoming visits, and unassigns RPM devices.
4. A disenrollment note and reason is documented in our system with disenrollment effective date.
5. Patients are encouraged to return devices using the prepaid return label (not required).