

Patient Consent to Treat/Telehealth and Service Fees

FORBES WELLNESS, LLC

Definitions:

Provider- Provider is a Virginia Licensed Nurse Practitioner (herein referred to as Provider) who shall provide medical services in the Client's home setting, via Telehealth or in an assisted living setting if appropriate.

Client- Client, as stated herein, includes all parties signing for or on behalf of the person whom services are being provided (the patient).

Responsible Party- In the event this Agreement is executed by an attorney-in-fact pursuant to a power of attorney, said attorney-in-fact (herein referred to as Responsible Party) agrees to be bound as Client by the terms of this agreement. The obligations created by this Agreement are joint and obligations of Client, Attorney-in-fact, and Responsible Party.

Services:

Services Subject to change as needs arise; charges are subject to change upon 30-day notice. Office hours are Monday through Friday from 9:30AM to 5:30PM EST.

Initial Home Visit/ Assessment- The provider shall collect pertinent medical history, conduct a thorough medical assessment, diagnose, and treat in accordance with applicable law, the identified problem in non-emergent situations. Medication reconciliation will be done. Provider will order any home health care services, imaging, lab work or DME if appropriate. The Nurse Practitioner conducting this assessment will do so under the direction of the Collaborating Physician, if required by their health insurance.

Follow Up Visit- This can include "well" or "sick" visits (not urgent care), routine annual wellness exams, cognitive assessments and follow ups to sick visits to ensure all medical issues have been addressed and resolved and address new concerns as necessary. The visits could include performing diagnostic tests and procedures. It may be one-time or on an on-going basis.

Coordination/Communication- All services above and beyond the normal scope of medical care including but not limited to communication with the patient's Family/Responsible Party as requested through phone calls, email, or reports. This also includes requests to fill out documents and medical related forms.

Coordination of care including communication will be considered part of the patient's visit and can and will be billed or charged accordingly.

Capacity related services/Court preparation- In the event that the Provider is asked to participate, provide statement/testimony or other documentation for the purposes of court proceedings. Time based fees will apply.

Telehealth Consent:

Forbes Wellness, LLC ("FW") offers its patients telehealth services. Telehealth is the delivery of health care services using interactive phone/video conferencing to enable a health care provider to provide treatment to his/her patients and for patients to receive treatment without having to visit the office or travel long distances. I understand that telehealth sessions/treatment will not be the same as in person face-to-face patient/provider visits.

Potential Benefits of Telehealth Include:

1. Increased accessibility to care, especially in remote areas of the Commonwealth
2. Increased convenience and time-efficiency for patients

Potential Risks:

As with any medical treatment, there may be potential risks associated with the use of telehealth. These risks include, but may not be limited to:

1. Information transmitted may not be sufficient (e.g., poor resolution) to allow for appropriate medical decision making by FW providers
2. FW providers may not be able to provide for or arrange for emergency care
3. Delays in medical evaluation and treatment may occur due to deficiencies or failures of the equipment/technology used by the provider or the patient.
4. Security protocols may fail, causing a breach of privacy of confidential and protected health information

Alternatives:

1. Alternatives to telehealth include traditional face to face visits held in person during home visits.

Your Rights:

1. I understand the laws protecting the privacy and confidentiality of protected health information also apply to telehealth;
2. I have the right to withdraw my consent to the use of telehealth during the course of my care at any time;
3. I understand FW has the right to withhold or withdraw consent for the use of telehealth during the course of my care at any time;
4. I understand all practice rules and regulations also apply to telehealth.

Your Responsibilities:

1. I will not record any telehealth sessions with my FW provider and I understand my FW provider will not record telehealth sessions without my consent;

2. I will inform my FW provider if any other person can hear or see any part of our appointment before the appointment begins. Likewise, my FW provider will inform me if any other person can hear or see any part of the appointment before the session begins. This is so your privacy can be protected.

3. I understand that I MUST be physically located in the Commonwealth of Virginia to be eligible for telehealth services with FW.

4. I understand that it is my responsibility to ensure the proper functioning of all computer/electronic equipment **before** my session begins.

Fee Schedule and Billing:

Fees are due after the time of services rendered. Other fees may apply as outlined in section B and is at the discretion of the provider, which will be billed to the client.

Medical Forms and paperwork fee (ie: FMLA, VA assistance, long-term care insurance)-\$25

Capacity Related Services/Court Preparation Fees/Provide statement/testimony or any other court related proceedings-\$300/hr

Bounced check fee of \$35.00 per occurrence of returned checks will also apply.

Default, Attorney's Fees & Venue: In event any payment due hereunder is not paid within thirty days of invoice issuance, the Client agrees to pay interest on the unpaid balance at one- and one-half percent (1.5%) per month until paid. In the event this Agreement is referred to an attorney for collection, client agrees to pay Provider's reasonable attorney's fees and court related costs. Further, the parties agree that any action to enforce this agreement be brought in the General District Court of the City where services are provided, and that such courts are deemed by the parties to have jurisdiction of such action, and to be the proper venue therefore.

Additional Terms:

Client who wishes to receive house calls shall accept the Nurse Practitioner as his Primary Care Provider in order to retain the ongoing home visit services, unless client/provider have other mutual verbal agreement or understanding. If one's health insurance agency requires a Collaborating Physician then Rahel Yirga, MD will be the said Collaborating Physician.

Provider reserves the right to determine if the home is a safe environment to diagnose and treat the patient and may refuse to provide treatment in the home setting if judged unsafe.

Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Virginia.

Termination of Services: Services may be discontinued by the Provider or the Client at any time with a (7) day written notice.

Severability: If any provision of this Agreement shall be held by court of competent jurisdiction to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall remain in full force and effect.

Notice: Any notice required to be given to either party shall be given by First Class Mail, postage pre-paid or by nationally recognized overnight delivery service to the party at the address provided in this Agreement or by hand delivery where the party may be found.

Use and Disclosure of Medical Information

I understand that practices about the use and disclosure of my medical information are described in the current Notice of Privacy Practices as required by HIPAA and that I have been offered either on paper or read the complete notice available online at www.forbeswellness.care.

I authorize Forbes Wellness, LLC to give my insurance company any information about services rendered to me as necessary to process claims.

Assignment of Benefits

I request payment of authorized Medicare and/or other insurance benefits be made on my behalf for any services furnished to me by Forbes Wellness, LLC and its agents and associates.

I understand that I am financially responsible for all charges for services rendered to me by Forbes Wellness, LLC and its agents and associates including any balances owed after insurance payments.

Acknowledgements and Authorized Signatures:

I certify that all information given is correct to the best of my knowledge. I want this authorization to expire only upon my death, unless I revoke this authorization by written notice to Forbes Wellness, LLC.

Consent to Treat: I consent and authorize Forbes Wellness, LLC and its agents or associates, to care for and treat me in my home or place or residence whether in-person or via Telehealth. I have read and understood the information above. I hereby give my informed consent for the use of telehealth in my care and authorize FW to use telehealth in the course of my treatment. If for any reason/s, my FW provider indicates that I need to be seen for a face to face visit rather than a telehealth visit, I agree to be

seen in-person. My plan of care has been explained to me and my questions have all been answered in a satisfactory manner. Furthermore, I understand that my plan or care may change and if so, these changes will be discussed with me and the final decision shall be mine. Unless I object, my family/caregiver will receive instructions to assist with my care. I agree to notify my Provider of any changes in my condition, any side effects of medications, or any other significant events related to my health and well-being.

I understand that Forbes Wellness, LLC and associates do not provide Emergency Services and in case of Emergency I should call 911 or seek emergency room care.

Patient or patient representative has read the above and must sign below.

Please sign below

_____ Date _____

Please print name below
