



Telemedicine HIPAA Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW YOUR MEDICAL INFORMATION MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This Telemedicine HIPAA Notice of Privacy Practices (the "**Notice**") is being provided to you by CompreCare Health, LLC d/b/a MediTelecare, as that entity or its subsidiaries and affiliated entities may be formed and incorporated in your state, and the employees and practitioners that work at such entity and/or for such practices (collectively referred to herein as "We" or "Our"). It contains important information regarding your medical information. You also have the right to receive a paper copy of this Notice and may ask us to give you a copy of this Notice at any time. If you received this Notice electronically, you are still entitled to a paper copy of this Notice upon your request. You can request a paper copy of our current Notice from the Privacy Officer at 877.742.6992, or you can access it on our website at <http://www.meditelcare.com/NOPP>.

The Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") imposes numerous requirements on health care practices such as ours, defined as Covered Entities, regarding how certain individually identifiable health information – known as protected health information or "**PHI**" – may be used and disclosed. We understand that medical information about you and your health is personal. We are committed to protecting medical information about you and will use it to the minimum necessary to accomplish the intended purpose of the use, disclosure or request of it. As required by law, this notice provides you with information about your rights and our legal duties and privacy practices with respect to the privacy of PHI. This notice also discusses the uses and disclosures we will make of your PHI. We must comply with the provisions of this Notice as currently in effect, although we reserve the right to change the terms of this Notice from time to time and to make the revised notice effective for all PHI we maintain.

PERMITTED USES AND DISCLOSURES

We can use or disclose your PHI for purposes of treatment, payment, and health care operations. For each of these categories of uses and disclosures, we have provided a description and examples below. However, not every particular use or disclosure in every category will necessarily be listed.

- "**Treatment**" means the provision, coordination, or management of your health care, including consultations between health care providers, including with skilled nursing, assisted living, short-term rehabilitation, hospital, and other long-term care providers, relating to your care and referrals for health care from one health care provider to another. For example, an attending physician at the skilled nursing facility where you reside treating you for diabetes may need to know if you have a psychiatric disorder or are taking psychotropic medications because such disorders or medications may have disease-disease or drug-disease interactions with diabetes. In addition, the physician may need to contact another provider for purposes of treating a psychiatric disorder or condition when our providers are not available to provide your care.

- **“Payment”** means the activities we undertake to obtain reimbursement for the health care provided to you, including billing, claims management, determinations of eligibility and coverage, collections, case management, and other utilization review activities. For example, we may need to provide PHI to your insurance carrier or a party financially responsible for your care in order to determine whether the proposed course of treatment will be covered, to determine appropriate reimbursement, or to obtain payment. Federal or state law may require us to obtain a written release from you prior to disclosing certain specially protected PHI for payment purposes, and we will ask you to sign a release when necessary under applicable law.

- **“Health Care Operations”** means the support functions for our practice and providers, related to referral, facilitating the telemedicine connection and visit, care coordination, compliance reviews, compliance programs, treatment and payment, quality assurance activities, receiving and responding to patient comments and complaints, provider training, audits, business planning, development, management, legal, and administrative activities. For example, we may use your PHI to evaluate the performance of our provider staff when caring for you. We may also combine PHI about many patients to make clinical qualitative review decisions or decide what additional services we should offer, what services are not needed, and whether certain treatments are effective. We may also disclose PHI for review and educational purposes. In addition, we may remove, or de-identify, information that identifies you so that others can use the de-identified information to study health care, conduct research, collect population health data, and determine methods for improved health care delivery without learning who you are.

OTHER USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

We may also use your PHI in the following ways:

- To provide appointment reminders and schedule your availability with partner skilled nursing staff for your treatment.
- To tell you about or recommend possible treatment alternatives or other health-related benefits and services that may be of interest to you.
- To your family, personal representative, power of attorney, guardian, or any other individual identified by you to the extent directly related to such person’s involvement in your care or the payment for your care. We may use or disclose your PHI to notify, or assist in the notification of, a family member, a personal representative, or another person responsible for your care, of your general condition or death. If you are available, we will give you an opportunity to object to these disclosures, and we will not make these disclosures if you object. If you are not available, incapacitated or unable to make informed consent decisions about your health care we will determine whether a disclosure to your family or personal representative is permitted or required by law, in your best interests, taking into account the circumstances, and act based upon our professional judgment.
- When permitted by law, we may coordinate our uses and disclosures of PHI with public or private entities authorized by law or by charter to assist in disaster relief efforts.

- We will allow your family and friends to act on your behalf to pick-up filled prescriptions and similar forms of PHI, when we determine, in our professional judgment, that it is in your best interest to make such disclosures.
- We may use or disclose your PHI for research purposes, subject to the requirements of applicable law. For example, a research project may involve comparisons of the health and recovery of all patients who received a particular medication. All research projects are subject to a special approval process which balances research needs with a patient's need for privacy. When required, we will obtain a written authorization from you prior to using your PHI for research.
- In certain cases, we will provide your information to contractors, agents and other parties who need the information in order to perform a service for us ("Business Associates"), including, without limitation, obtaining payment for health care services, technology services providers, or carrying out other business operations. In those situations, PHI will be provided to those contractors, agents and other parties as is needed to perform their contracted tasks. Business Associates are required to enter into an agreement maintaining the privacy of the protected health information released to them under certain terms and conditions required of them by state and federal law.
- We may share your information with an insurance company, law firm or risk management organization in order to maintain professional advice about how to manage risk and legal liability, including insurance or legal claims. However, in these situations, we require third parties to provide us with assurances that they will safeguard your information under terms and conditions required by applicable state and federal law.
- We will use or disclose PHI about you when required to do so by applicable law, only to the extent necessary to meet such a requirement.
- In accordance with applicable law, we may disclose your PHI to your employer if we are retained to conduct an evaluation of whether you have a work-related illness or injury. You will be notified of these disclosures by your employer or the provider as required by applicable law.
- Incidental uses and disclosures of PHI sometimes occur and are not considered to be a violation of your rights. Incidental uses and disclosures are by-products of otherwise permitted uses or disclosures which are limited in nature and cannot be reasonably prevented.

SPECIAL SITUATIONS

Subject to the requirements of applicable law, we will make the following uses and disclosures of your PHI:

- **Involuntary patients:** Information regarding patients who are being treated involuntarily, pursuant to law, will be shared with other treatment providers, legal entities, third party payors and others, as necessary to provide the care and management coordination needed in compliance with state and federal law.
- **Emergencies:** In life threatening emergencies, we will disclose information necessary to avoid serious harm or death.
- **Organ and Tissue Donation.** If you are an organ donor, we may release PHI to organizations that handle organ procurement or transplantation as necessary to facilitate organ or tissue donation and transplantation.

- **Military and Veterans.** If you are a member of the Armed Forces, we may release PHI about you as required by military command authorities. We may also release PHI about foreign military personnel to the appropriate foreign military authority.
- **Worker's Compensation.** We may release PHI about you for programs that provide benefits for work-related injuries or illnesses.
- **Public Health Activities.** We may disclose PHI about you for public health activities, including disclosures:
 - to prevent or control disease, injury or disability;
 - to report births and deaths;
 - to report child abuse or neglect;
 - to persons subject to the jurisdiction of the Food and Drug Administration (FDA) for activities related to the quality, safety, or effectiveness of FDA-regulated products or services and to report reactions to medications or problems with products;
 - to notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition;
 - to notify the appropriate government authority if we believe that an adult patient has been the victim of abuse, neglect or domestic violence. We will only make this disclosure if the patient agrees or when required or authorized by law.
- **Health Oversight Activities:** We may disclose PHI to federal or state agencies that oversee our activities (e.g., providing health care, seeking payment, integrity agreements, audits, and civil rights).
- **Lawsuits and Disputes:** If you are involved in a lawsuit or a dispute, or a guardianship proceeding, we may disclose PHI subject to certain limitations and only to the extent permissible by law.
- **Law Enforcement:** We may release PHI if asked to do so by a law enforcement official:
 - In response to a court order, warrant, summons or similar process;
 - To identify or locate a suspect, fugitive, material witness, or missing person;
 - About the victim of a crime under certain limited circumstances;
 - About a death we believe may be the result of criminal conduct;
 - About criminal conduct on our premises; or
 - In emergency circumstances, to report a crime, the location of the crime or the victims, or the identity, description or location of the person who committed the crime.
- **Coroners, Medical Examiners and Funeral Directors:** We may release PHI to a coroner or medical examiner. We may also release PHI about patients to funeral directors as necessary to carry out their duties.
- **National Security and Intelligence Activities:** We may release PHI about you to authorized federal officials for intelligence, counterintelligence, other national security activities authorized by law or to authorized federal officials so they may provide protection to the President or foreign heads of state.
- **Inmates.** If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release PHI about you to the correctional institution or law enforcement official. This release would be necessary (1) to provide you with health care; (2) to protect your health and safety or the health and safety of others; or (3) for the safety and security of the correctional institution or law enforcement.

- Serious Threats. As permitted by applicable law and standards of ethical conduct, we may use and disclose PHI if we, in good faith, believe that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public or is necessary for law enforcement authorities to identify or apprehend an individual.

CONFIDENTIALITY OF MENTAL HEALTH, HIV, ALCOHOL, AND DRUG ABUSE PATIENT RECORDS

PHI related to your mental health, psychotherapy notes, HIV, genetic information, alcohol and/or substance abuse records, and other specially protected health information may enjoy certain heightened confidentiality protections under HIPAA and applicable state and federal law. Any disclosure of these types of records will be subject to these special provisions.

In the case of psychotherapy notes (i.e., notes that have been recorded by a mental health professional documenting counseling sessions and have been separated from the rest of your medical record) and alcohol and/or substance abuse records, the confidentiality of such PHI maintained by us is protected by federal law and regulations. Generally, we may not say to a person outside the facility you reside in where our care occurs that you attend psychotherapy or alcohol and/or substance abuse treatment, or disclose any information identifying you as receiving psychotherapy, or as an alcohol or drug abuser, unless:

- The patient consents in writing;
- The disclosure is allowed by a court order; or
- The disclosure is made to medical personnel in a medical emergency or to qualified personnel for research, audit, or program evaluation.

Violation of federal law and regulations by an alcohol and/or substance abuse program is a crime. Suspected violations may be reported to appropriate authorities in accordance with federal regulations.

Federal law and regulations do not protect any information about a crime committed by a patient either at the program or against any person who works for the program or about any threat to commit such a crime. Disclosure may be made concerning any threat made by a patient to commit imminent physical violence against another person to the potential victim who has been threatened and to law enforcement.

Federal law and regulations do not protect any information about suspected child or elder abuse or neglect from being reported under applicable state law to appropriate state or local authorities.

When you sign a release of information regarding your psychotherapy notes and alcohol and/or substance abuse, or an authorization, it may later be revoked, provided that the revocation is in writing. The revocation will apply, except to the extent we have already taken action in reliance thereon.

OTHER USES OF YOUR HEALTH INFORMATION

Certain uses and disclosures of PHI will be made only with your written authorization, including uses and/or disclosures:

- of psychotherapy notes (where appropriate, as described above);
- for marketing purposes; and
- that constitute a sale of PHI under the Privacy Rule. Other uses and disclosures of PHI not covered by this notice or the laws that apply to us will be made only with your written authorization. You have the right to revoke that authorization at any time, provided that the revocation is in writing, except to the extent that we already have taken action in reliance on your authorization.

YOUR RIGHTS

You have the right to request restrictions on our uses and disclosures of PHI for treatment, payment and health care operations. However, we are not required to agree to your request unless the disclosure is to a health plan in order to receive payment, the PHI pertains solely to your health care items or services for which you have paid the bill in full, and the disclosure is not otherwise required by law. To request a restriction, you may make your request in writing to the Privacy Officer.

You have the right to reasonably request to receive confidential communications of your PHI by alternative means or at alternative locations, including electronically. To make such a request, you may submit your request in writing to the Privacy Officer.

You have the right to inspect and copy the PHI contained in our provider records, except for:

- psychotherapy notes, (i.e., notes that have been recorded by a mental health professional documenting counseling sessions and have been separated from the rest of your medical record);
- information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding;
- PHI involving laboratory tests when your access is restricted by law;
- if you are a prison inmate, and access would jeopardize your health, safety, security, custody, or rehabilitation or that of other inmates, any officer, employee, or other person at the correctional institution or person responsible for transporting you;
- if we obtained or created PHI as part of a research study, your access to the PHI may be restricted for as long as the research is in progress, provided that you agreed to the temporary denial of access when consenting to participate in the research;
- PHI contained in records kept by a federal agency or contractor when your access is restricted by law; and
- PHI obtained from someone other than us under a promise of confidentiality when the access requested would be reasonably likely to reveal the source of the information.

In order to inspect or obtain a copy of your PHI, you may submit your request in writing to the Privacy Officer or Medical Records Custodian. If you request a copy, we may charge you a fee for the costs of copying and mailing your records, as well as other costs associated with your request.

We may also deny a request for access to PHI under certain circumstances if there is a potential for harm to yourself or others. If we deny a request for access for this purpose, you have the right to have our denial reviewed in accordance with the requirements of applicable law.

You have the right to request an amendment to your PHI but we may deny your request for amendment, if we determine that the PHI or record that is the subject of the request:

- was not created by us, unless you provide a reasonable basis to believe that the originator of PHI is no longer available to act on the requested amendment;
- is not part of your medical or billing records or other records used to make decisions about you;
- is not available for inspection as set forth above; or
- is accurate and complete.

In any event, any agreed upon amendment will be included as an addition to, and not a replacement of, already existing records. In order to request an amendment to your PHI, you must submit your request in writing to the Medical Record Custodian, along with a description of the reason for your request.

You have the right to receive an accounting of disclosures of PHI made by us to individuals or entities other than to you for the six years prior to your request, except for disclosures:

- to carry out treatment, payment and health care operations as provided above;
- incidental to a use or disclosure otherwise permitted or required by applicable law;
- pursuant to your written authorization;
- to persons involved in your care or for other notification purposes as provided by law;
- for national security or intelligence purposes as provided by law;
- to correctional institutions or law enforcement officials as provided by law;
- as part of a limited data set as provided by law.

To request an accounting of disclosures of your PHI, you must submit your request in writing to the Privacy Officer. Your request must state a specific time period for the accounting (e.g., the past year). The first accounting you request within a twelve (12) month period will be free. For additional accountings within twelve (12) months of the first request, we may charge you for the costs of providing the list. We will notify you of the costs involved, and you may choose to withdraw or modify your request at that time before any costs are incurred.

You have the right to receive a notification, in the event that there is a breach of your unsecured PHI, which requires notification under the Privacy Rule.

NOTICE REGARDING USE OF TECHNOLOGY

We may use electronic software, services, and equipment, including without limitation email, video conferencing technology, cloud storage and servers, internet communication, cellular network, voicemail, facsimile, electronic health record, and related technology (“Technology”) to share PHI with you or third-parties subject to the rights and restrictions contained herein. In any event, certain unencrypted storage, forwarding, communications and transfers may not be confidential. We will take measures to safeguard the data transmitted, as well as ensure its

integrity against intentional or unintentional breach or corruption. However, in very rare circumstances security protocols could fail, causing a breach of privacy or PHI.

CHANGES TO THIS NOTICE

We reserve the right to change this Notice at any time, for any reason permissible by law. We reserve the right to make the revised or changed Notice effective for PHI and medical information we already have about you as well as any information we receive in the future. We will post a copy of the current Notice at <http://www.meditecare.com/NOPP> and provide copies to the facilities we provide care at. The Notice will contain on the first page, in the top right-hand corner, the effective date.

COMPLAINTS

If you believe that your privacy rights have been violated, you should immediately contact the Privacy Officer at 877.742.6992. We will not take action against you for filing a complaint. You also may file a complaint with the Secretary of the U. S. Department of Health and Human Services.

CONTACT PERSON

If you have any questions or would like further information about this Notice, please contact the Privacy Officer at 877.742.6992

This notice is effective as of January 1, 2019.



NOTICE TO PATIENTS REGARDING CONSENT TO SCREEN, EVALUATE, AND TREAT

MediTelecare is a behavioral healthcare clinical provider at the facility where you, or your loved one, resides. Upon referral by a facility attending physician or other qualified clinical staff, MediTelecare evaluates and diagnoses psychiatric and neuropsychiatric behavioral health symptoms and conditions, and provides psychiatric and/or psychotherapeutic treatment and care to patients suffering from such symptoms and conditions.

Informed Consent to Screen, Evaluate and Treat: As a patient of MediTelecare, you have the right to make informed decisions regarding your care or, if you are the legal representative, the care of your loved one. Your rights include being informed of your or your loved one's health status, being involved in care planning and treatment, and being able to request or refuse treatment. MediTelecare healthcare professionals will discuss with you the nature of your or your loved one's mental health symptom(s) and condition(s), the proposed treatment(s), the benefits and risks associated with treatment, the probability of successful outcomes, and alternatives to the proposed treatment(s) if any. By accepting screening, evaluation, and treatment from a MediTelecare provider at the facility where you or your loved one reside, you consent to MediTelecare's healthcare professionals providing behavioral health treatment to you or your loved one and acknowledge that you have been informed of the benefits and risks of such treatment by the MediTelecare healthcare professional providing your or your loved one's care. You may revoke consent to further care at any time by informing a MediTelecare representative of your desire to do so.

Medical Records/Confidentiality: MediTelecare is a behavioral health provider, and will not disclose with anyone any information regarding your or your loved one's treatment or personal information (i.e. protected health information, or "PHI"), other than what the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") authorizes for coordination of care, emergency care, quality management, insurance verification, or claims payment purposes, unless you specifically authorize MediTelecare to do so in writing. You have been provided with a copy of MediTelecare's Notice of Privacy Practices with this Notice. You may also review MediTelecare's Notice of Privacy Practices at any time by visiting <https://www.meditelcare.com/NOPP> or requesting a copy from a MediTelecare representative or facility representative where you are or your loved one is receiving treatment from a MediTelecare healthcare professional.

Consent to Telemedicine: MediTelecare provides its care and services via telemedicine. Telemedicine involves the use of electronic communications to enable health care providers at different locations to share individual PHI and for MediTelecare healthcare professionals to screen, evaluate, and treat you or your loved one via secure electronic video conferencing technology. The electronic video conferencing systems and equipment used to facilitate your or your loved one's care will incorporate industry-standard and HIPAA-compliant network, software, and hardware security protocols to protect the confidentiality of your identity and PHI and will include measures to safeguard the data transmitted, as well as ensure its integrity against intentional or unintentional breach or corruption. Benefits of telemedicine include improved access to care by enabling you or your loved one to remain at the facility you or your loved one reside at while receiving behavioral healthcare expertise otherwise not able to be physically present at the facility, and more efficient evaluation and management. As with any medical care, there are potential risks associated with the use of telemedicine. These risks include, but may not be limited to: rarely, information transmitted may not be sufficient (poor resolution/connectivity) to allow for appropriate evaluation and treatment; delays in evaluation and treatment caused by deficiencies in connectivity or failures in equipment; and in very rare circumstances security protocols could fail, causing a breach of privacy or PHI. By accepting initial screening, evaluation, and treatment via telemedicine initiated by a MediTelecare provider

and/or telepresenter/facilitator you consent to its utilization for your or your loved one's care and acknowledge that you have been adequately informed of its risks and benefits. You may revoke consent to further care at any time by informing a MediTelecare representative of your desire to do so.

Delegation: You have the right to delegate your right to make informed decisions to another person. To the degree permitted by state law, and to the maximum extent practicable, MediTelecare must respect your wishes and follow that process. In the case that you are unable to make medical decisions because you are unconscious or otherwise incapacitated, MediTelecare may consult with your or your loved one's advance directives, medical power of attorney, or patient representative, if any of these are available. In such cases, relevant information will be provided to the applicable representative so that informed health care decisions can be made for you. As soon as you are able to be informed of your rights regarding your treatment, MediTelecare will provide that information to you.

Insurance Authorization: By accepting treatment from a MediTelecare healthcare professional, you are authorizing the release of any PHI or other information regarding your or your loved one's treatment to any insurance carrier or other applicable third-party payor for the purpose of securing payments for services rendered to you or your loved one, and assign and set over to MediTelecare any benefits for the cost of treatment that you or your loved one may be entitled to. You further authorize the third-party payor to make payment directly to MediTelecare.

Patient Responsibility: By accepting treatment from a MediTelecare healthcare professional you are also accepting financial responsibility for all charges for any and all services rendered to you or your loved one by MediTelecare. You are hereby notified that while your or your loved one's insurance may confirm your benefits, confirmation of benefits is not a guarantee of payment and that you are or your loved one is ultimately responsible for any unpaid balance due for such services. It is your responsibility to know if your or your loved one's insurance has any deductible, co-payment, co-insurance, out-of-network limit, usual and customary limit, prior authorization requirements or any other type of benefit pre-authorization, requirement, or limitation for the services you or your loved one receive, and you or your loved one agree to make payment in full. You understand and agree that it is your responsibility to know if your or your loved one's insurance carrier requires a referral from your or your loved one's primary care physician and that it is up to you to obtain the referral if MediTelecare cannot obtain the referral directly on your behalf. You understand that without this referral, your or your loved one's insurance may not pay for any services and that in such cases you or your loved one will be financially responsible for all services rendered to you or your loved one and filing any claims with insurance for reimbursement. You are required to inform a MediTelecare representative of any changes in your or your loved one's insurance coverage. If your or your loved one's insurance has changed or is terminated at the time of service, you agree that you are or your loved one is ultimately financially responsible for the balance in full.

Medicare Patient: If you are or your loved one is a Medicare patient, in order to receive treatment you must provide, or ensure the facility has provided, both your Medicare ID card and, if applicable, your secondary insurance ID card. If MediTelecare does not receive the proper information for a secondary insurance, any such insurance will not be billed. It will be your responsibility to pay the balance and then file a claim with such insurance for reimbursement.

You have the right to revoke consent to further MediTelecare treatment at any time by informing a MediTelecare representative of your desire to do so. However, such revocation shall not affect any disclosures or obligations already made in compliance with your prior consent to treatment. MediTelecare provides this Notice to its patients in order to comply with HIPAA, the Centers for Medicare & Medicaid Services, and any applicable state and federal laws.

Consent for Chronic Care Management And Behavioral Health Integration Services

As a patient with two or more chronic conditions, you or your loved one may benefit from new Medicare benefits called Chronic Care Management (CCM) and Behavioral Health Integration (BHI) that we are now offering (together, CCM and BHI Services will be referred to as “CCH/BMI Services”). CCM/BHI Services are available to you because you or your loved one have: 1) been diagnosed with two or more chronic conditions expected to last at least 12 months, and which place you at significant risk of decline and or 2) been diagnosed with one or more behavioral health conditions. Our goal is to ensure you or your loved one get the best care possible, to keep you or your loved one out of the hospital, and to minimize costs and inconvenience to you or your loved one due to unnecessary visits to doctors, emergency room visits, laboratory testing, or hospital admissions.

You hereby consent to a MediTelecare Provider (referred to as “Provider”), providing CCM / BHI Services to you as more fully described below.

- CCM/BHI Services include 24-hours-a-day, 7-days-a-week access to a health care provider in Provider’s practice via telehealth to address acute needs; a systematic assessment of your or your loved one’s health and behavioral health care needs; processes to assure that you or your loved one timely receive preventative care services; medication reviews and oversight; a plan of care covering your health issues; and management of care transitions among health care providers and settings. The Provider will discuss with you the specific services that will be available to you or your loved one and how to access those services.

Provider’s Obligations. When providing CCM/BHI Services, the Provider must:

- Explain to you , and offer to you, all the Services that are applicable to your or your loved one’s conditions.
- Provide a copy of the CCM/BHI care plan to you according to your preference specified below.

Beneficiary Acknowledgement and Authorization. By signing this agreement, you agree to the following:

- You consent to the Provider providing CCM/BHI Services to you or your loved one.
- You authorize electronic communication of your or your loved one’s medical information with other treating providers as part of the coordination of your or your loved one’s care.
- You opt in to receiving occasional (estimated frequency is one per month) text messages and/or email messages to help identify care needs you or your loved one may have and to help your or your loved one’s provider align resources.
- You acknowledge that only one practitioner can furnish CCM/BHI Services to you or your loved one during a calendar month.
- You understand that cost sharing will apply to these Services, so you or your loved one may be billed for a portion of the Services even though Services will not involve a face-to-face meeting with the Provider.

Beneficiary Rights. You have the following rights with respect to CCM/BHI Services:

- My preference is that I would like to receive / review my or my loved one’s CCM care plan using the following method:

1 I would like to receive a copy of my or my loved one’s CCM/BHI care plan electronically by email or text message.

1 Written copy provided during a provider visit

1 I would like to discuss my or my loved one’s care plan orally with my or my loved one’s chronic care coordinator

Email Address: _____

Mobile Number (used for text messages): _____

- You have the right to stop CCM/BHI Services by revoking this consent at the end of a calendar month. You may revoke this consent verbally or in writing by notifying Provider or care team member.



LICENSE AGREEMENT

Thank you for selecting MediTelecareGo! Offered by Comprecare Health LLC d/b/a MediTelecare and/or its subsidiaries and affiliates (the "Licensor"). To protect your own interests, you must read and understand the following important terms before purchasing or using Services from our site.

This License Agreement is a legally binding agreement between the end user (the "Licensee") and the Licensor pursuant to which the Licensor licenses the use of the Licensed Software to the Licensee.

Please read this section carefully. Any installing, copying, accessing, or using the Licensed Software by the Licensee constitutes Licensee's acceptance of, and agreement to comply with, all the terms and conditions of this License Agreement.

1. DEFINITION OF SERVICES

For the purpose of this License Agreement and the Services associated thereto, and notwithstanding any other definitions given herein, "Licensed Software" means: any Software (downloadable on our website, pre-installed on a device, downloadable on a third party website, software as a service (SaaS), obtained on a physical medium such as, but not limited to, CD, DVD, Blu-ray, memory stick), resources, including download areas, communication forums, product information, including any updates, enhancements, new features, and/or the addition of any new Web properties. The Services also include: The Services for which this License Agreement is provided, including but not limited to:

- a. third party computer information or software that the Licensor has licensed for inclusion in the Licensed Software; and
- b. any written materials or files relating to the Licensed Software ("Documentation").

2. GRANT OF THE LICENSE

The Licensed Software is protected by copyright, trade secret, and other intellectual property laws. Subject to the terms and conditions of this License Agreement, including the payment of applicable fees, Licensor grants Licensee a limited, non-exclusive, non-transferable, non sub-licensable and revocable license to install or use the Licensed Software and Services for the purchased period (subject to Licensor's then-current product discontinuation policies) and solely for Licensee's own private use. Any use or installation of more copies of the Licensed Software that are licensed is prohibited without the prior written consent of the Licensor. If a Licensee is authorized by the Licensor to distribute the Licensed Software within its organization, all the restrictions contained in the present License shall apply to each individual end user.

3. LICENSE RESTRICTIONS

- a. Licensee may not modify, adapt, translate, sublicense, rent, lease, transfer, or loan all or any portion of the Licensed Software or Documentation;

- b. Licensee may not create any derivative works from all or any portion of the Licensed Software or Documentation;
- c. Licensee may not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Licensed Software;
- d. Licensee may not use a previous version of the Licensed Software after receiving a media replacement or upgraded version as a replacement to a prior version (in such case Licensee must destroy the prior version);
- e. Licensee may not use the Licensed Software in the operation of any business, aircraft, ship, nuclear facility, life support machines, communication systems, or any other equipment in which the failure of the software could lead to personal injury, death, or environmental damage;
- f. Licensee may not remove or obscure Licensor copyright or trademark notices, or the copyright and trademark notices of third parties that Licensor has included in the Licensed Software or Documentation;
- g. Licensee may not use the Licensed Software to host applications for third parties, as part of a facility management, timesharing, service provider, or service bureau arrangement; and
- h. Licensee may not use the Licensed Software in any manner that is illegal or not authorized by this License Agreement.

4. INSTALLATION

Licensee may install the number of copies of the Licensed Software authorized by the Licensor. The Licensee must be the primary user of the computer on which the Licensed Software is installed. The present License Agreement shall apply to all installations of the Licensed Software. The Licensor provides for the purchase of multiple licenses or user accounts. Licensee may install the number of Licenses purchased. Licensee shall be solely responsible for all expenses incurred in Licensee's installation and use of the Licensed Software.

5. ACTIVATION

The Licensed Software contains technological measures that are designed to prevent its unlicensed or illegal use. The Licensed Software may contain enforcement technology that limits Licensee's ability to install and uninstall the Licensed Software on a machine to no more than a finite number of times, for a finite number of computers and for a defined period in time determined by the purchased License. The Licensed Software may require activation as explained during installation and in the Documentation. If any such applicable activation procedure is not followed, then the Licensed Software may only operate for a finite period of time. If activation is required, and not completed within the finite period of time set forth in the Documentation and explained during installation, then the Licensed Software will cease to function until activation has been completed, at which time functionality will be restored.

6. COPIES

Licensee may make one copy of the Licensed Software for backup or archival purposes only, being understood that the documentation may not be duplicated. Unless expressly permitted by MediTelecare, any simultaneous access, use, maintenance, of the Licensed Software is strictly prohibited. Licensee agrees either to implement access security mechanisms to prevent simultaneous use or to pay an additional fee according to the number of users with access to the

computer on which the Licensed Software is installed or to a network enabling use of the Licensed Software by multiple computers simultaneously.

7. LICENSE TRANSFER

Licensee may not sell, assign, or transfer the Licensed Software or the License granted by this License Agreement without the prior written consent of the Licensor (or unless permitted by the terms of the License Agreement).

8. SOFTWARE UPDATES

Licensor may provide Licensee with Software Updates and/or Content Updates from time to time at no charge during the term of this License Agreement. For the purposes hereof, "Update" means a new version of the Licensed Software containing technical modifications, updated information, altered functionality, or any other changes that are intended by Licensor to improve or to add, delete or otherwise modify any aspect of the Licensed Software. "Content Update" shall mean an update of the content used by the Licensed Software that might need to be updated from time to time. If the Licensed Software is an Update to a previous version, Licensee must possess a valid License to the previous version. Any update provided by the Licensor to Licensee is made on a License exchange basis such that Licensee agrees, as a condition for receiving an Update, that Licensee will terminate all of Licensee's rights to use any previous version of the Licensed Software. However, Licensee may continue to use the previous version only to assist in transitioning to the Updated version. Once an Update has been released, the Licensor may cease support for prior versions, without any notice to Licensee. Software Updates and/or Content Updates may be provided via the Licensed Software or on the Licensor websites. This License does not otherwise permit Licensee to obtain and use a Software Upgrade and/or a new Licensed Software version. The Licensed Software may require Content Updates in order to work effectively.

9. INTELLECTUAL PROPERTY OWNERSHIP

The Licensed Software and any authorized copies that Licensee makes are the property of, and are owned by, the Licensor, and by third parties whose intellectual property has been licensed to the Licensor. The structure, organization, and code of the Licensed Software are the valuable trade secrets and confidential information of the Licensor and such third parties. The Licensed Software is protected by and subject to any applicable law on a worldwide basis. Except as expressly provided in this License Agreement, Licensee is not granted any intellectual property rights whatsoever in the Licensed Software. Licensee may not make or publish any public statement concerning the Licensed Software or the Licensor without the prior express written consent of the Licensor.

10. SUPPORT

The Licensor is not obligated by this License Agreement to provide Licensee with any technical support services relating to the Licensed Software; however, Licensee may order additional support services for an additional charge as the Licensor may offer from time to time during the term of this License Agreement.

11. NO WARRANTY ON LICENSED SOFTWARE

SUBJECT TO ANY LAW, THE LICENSED SOFTWARE IS PROVIDED TO LICENSEE "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE

LICENSOR, AND THE LICENSOR'S SUPPLIERS OR AFFILIATES, DISCLAIM ALL WARRANTIES, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE LICENSED SOFTWARE. LICENSOR AND LICENSOR'S AFFILIATES OR SUPPLIERS, DO NOT WARRANT THAT THE LICENSED SOFTWARE IS SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSION FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES, WHICHEVER IS SOONER.

12. LIMITATION OF LIABILITY

IN NO EVENT WILL THE LICENSOR, OR THE LICENSOR'S AFFILIATES, BE LIABLE TO LICENSEE FOR ANY DAMAGES, CLAIMS, OR COSTS WHATSOEVER, OR FOR (A) ANY CONSEQUENTIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A REPRESENTATIVE OF THE LICENSOR OR ONE OF THE LICENSOR'S AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, DAMAGES, CLAIMS, OR COSTS, (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET LICENSOR'S SYSTEM REQUIREMENTS, OR 9C0 FOR ANY OTHER CLAIM BY ANY THIRD PARTY. THESE LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION.

WITHOUT LIMITING THE GENERAL SCOPE OF THE FOREGOING, THE AGGREGATE LIABILITY OF THE LICENSOR, AND THE LICENSOR'S AFFILIATES, UNDER OR IN CONNECTION WITH THIS LICENSE AGREEMENT, SHALL BE LIMITED TO THE AMOUNT PAID FOR THE LICENSED SOFTWARE DURING THE LAST TWELVE (12) MONTH PERIOD, IF ANY, SUBJECT TO ANY SPECIFIC RULES CONCERNING PRE-RELEASE SOFTWARE AS MORE FULLY DESCRIBED IN SECTION 17 BELOW.

13. INDEMNIFICATION

Licensee will indemnify and hold Licensor harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) arising from or relating to Licensee's use of the Licensed Software. Licensee's obligations under this section shall survive the expiration or termination of this License Agreement.

14. ADDITIONAL TERMS FOR BETA SOFTWARE

If the Licensed Software that Licensee receives with this License Agreement is a precommercial release, also known as "BETA" software ("Pre-release Software"), then, to the extent that any provision in this section is in conflict with any other term or condition in this License Agreement, this section supersedes such conflicting terms and conditions as to the Pre-release Software, but only to the extent necessary to resolve the conflict. Licensee acknowledges that the Pre-release Software does not represent the final product from the Licensor, and may contain

bugs, errors, and other problems that could cause system or other failures and data loss. Consequently, the Licensor disclaims any warranty or liability obligations to Licensee of any kind whatsoever and Licensee accepts such disclaimer.

NOTWITHSTANDING ANY OTHER PROVISION LIMITING LICENSORS LIABILITY, IN APPLICABLE JURISDICTIONS WHERE LIABILITY CANNOT BE SO EXCLUDED FOR PRE-RELEASE SOFTWARE, BUT MAY BE LIMITED, THE LICENSOR LIABILITY, AND THAT OF ITS SUPPLIERS, SHALL BE LIMITED TO THE LESSER OF THE AMOUNT PAID BY LICENSEE OR FIFTY DOLLARS (\$50.00).

Licensee acknowledges that the Licensor has not promised or guaranteed to Licensee that the Pre-release Software will be announced or made available to anyone in the future, and that the Licensor has no express or implied obligation to Licensee to announce or introduce the Pre-release Software. The Licensor may decide not to introduce a product similar to, or compatible with, the Pre-release Software. Accordingly, Licensee acknowledges that any research or development that Licensee performs, with the express and prior authorization of Licensor, regarding the Pre-release Software, or any product associated with the Prerelease Software, is done entirely at Licensee's own risk.

During the term of this License Agreement, if requested by the Licensor, Licensee will provide feedback to the Licensor regarding testing and use of the Pre-release Software, including error or bug reports. If Licensee has been provided the Pre-release Software pursuant to a separate written agreement, then Licensee's use of the Pre-release Software is also governed by said agreement. Notwithstanding anything in this License Agreement to the contrary, Licensee will return or uninstall all unreleased versions of the Pre-release Software within thirty (30) days of the completion of Licensee's testing of the Pre-release Software if that date is earlier than the date scheduled for the Licensor first commercial shipment of the publicly and commercially released Software.

15. THIRD PARTY SOFTWARE

Third party software may be distributed together with the Licensed Software (the "Third Party Software"). Any and all such Third Party Software may require notices and/or be subject to different license terms. Such required Third Party Software notices and license terms, if any, may be accessed through the Third Party Software itself. By accepting this License Agreement, Licensee is also accepting the license terms, if any, under which the Third Party Software is made available. Licensee will not enter into a contractual relationship with Licensor regarding such Third Party Software and Licensor accepts no responsibility for Licensee uses of same.

16. TERM AND TERMINATION

The Term of this License Agreement is for a period of time corresponding to the License type and/or duration purchased from the date of purchase. At the end of the Term, Licensee agrees to de-install and destroy or permanently erase all but one copy of the Licensed Software within thirty (30) days of termination or expiration. Following expiration of the Term, some features and functionalities of the Licensed Software may cease to function, or the Licensed Software may cease to function altogether. Notwithstanding the above, the License shall automatically terminate if Licensee breaches this License Agreement, and fails to cure any breach within five (5) calendar days after request from the Licensor, or the Licensor's authorized representative,

without prejudice to the rights of Licensor to compensation for damages in accordance with the applicable law. The Licensor may terminate this License Agreement, whereupon all rights granted to Licensee shall immediately cease. Furthermore, upon termination, Licensee shall return to the Licensor all copies of the Licensed Software or attest in writing that all copies of the Licensed Software have been destroyed.

17. END-USER GENERATED CONTENT

The Licensed Software enables the Licensee to enter content that will be stored on the computer on which the Licensed Software is installed (such content shall be referred to herein as the "End-User Generated Content"). Licensee is solely responsible for Licensee's use, storage and disclosure of the End-User Generated Content. Licensee may only use the End-User Generated Content responsibly, in a manner consistent with the exercise of good judgment. As PDF software, the Licensed Software will permit the Licensee to enter, copy, edit Content that constitutes non-public personal information of individuals other than the Licensee; the Licensee shall not use, store or disclose any such information without the express consent of the individuals to whom it relates. If Licensee is having difficulty deciding whether Licensee's intended use is appropriate, or whether Licensee needs written permission, or whether other legal issues should be considered, the Licensor strongly encourages Licensee to seek independent legal counsel. The Licensor will not assist Licensee in making this determination, nor can the Licensor provide Licensee with legal advice as to intellectual property rights or privacy laws.

Licensee may only use End-User Generated Content which belongs to Licensee and will not violate the rights of others therein. The Licensor will not edit or monitor any and all Content; Licensee therefore assumes exclusive responsibility for the monitoring thereof. Licensee may not use the Licensed Software in conjunction with content that is illegal, obscene, indecent, defamatory, incites racial or ethnic hatred or violates the rights of others, or is in any other way objectionable.

If Licensee or Licensee's legal counsel determines that Licensee is required by law to obtain written permission to use portions of the End-User Generated Content, Licensee must request permission for reproduction, redistribution, or modification of the Content from the appropriate owner of the subject materials (as may be cited in the Licensed Software). If, on the other hand, Licensee or Licensee's legal counsel determines it is permissible to proceed and include End-user Generated Content from the Licensed Software, the Licensor asks Licensee to correctly designate the Licensor's trademarks when referring to the Licensed Software in the notice or copyright portion of Licensee's paper, project, or product.

Licensee shall indemnify, hold harmless, and defend the Licensor and the Licensor suppliers from all claims, damages, reasonable attorneys' fees, costs, and lawsuits that arise from, or result from, Licensee's use or distribution of any and all Content and its use of the Licensed Software.

18. SURVIVAL

All obligation set forth in this License Agreement shall survive the termination thereof, however caused; but this survival shall not imply or create any continued right to use the Licensed Software after termination of this License Agreement.

19. EXPORT RULES

The Licensed Software may be subject to limitations concerning its export or use in certain countries or territories. Licensee shall not ship, transfer, or export Licensed Software into any country or use Licensed Software in any manner prohibited by any such export laws, restrictions, or regulations applicable to the Licensee (collectively the "Export Laws"). If the Licensed Software is identified as export controlled items under the Export Laws, Licensee represents and warrants that Licensee, and Licensee's employees who will use the Licensed Software are not a citizen, or otherwise located within, a nation subject to export restrictions imposed by the United States of America (including without limitation: Iran, Syria, Sudan, and North Korea), and that Licensee, and Licensee's employees who will use the Licensed Software, are not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Licensed Software are granted on condition that Licensee complies with the Export Laws, and all such rights are forfeited if Licensee fails to comply with the Export Laws. It is the Licensee's sole responsibility to ensure compliance with this section.

20. GOVERNING LAW

This License Agreement is subject to and will be governed by and construed in accordance with the laws in force in the State of Connecticut without regard to its conflict of law provisions. The courts sitting in the Hartford county in the State of Connecticut, including the Federal Courts shall have exclusive jurisdiction over disputes arising hereunder.

21. LICENSOR ADDRESS

Any correspondence addressed to Licensor pursuant to the License Agreement may be properly delivered to MediTelecare at its principal place of business at 213 Court Street, 6th Floor, Middletown, Connecticut 06457.

22. RESERVATION OF RIGHT

The Licensor reserves all rights not expressly granted to Licensee by this License Agreement. The rights of use of the Licensed Software granted to Licensee are limited to the scope of Licensor's intellectual property rights, and to the intellectual property rights of third parties licensed by the Licensor, and do not include the grant to Licensee of any intellectual property rights of any kind.

23. COMPLETE AGREEMENT

This License Agreement constitutes the entire agreement between the Licensee and the Licensor relating to the Licensed Software, and it supersedes all prior or contemporaneous representations, discussions, undertakings, communications, agreements, arrangements, advertisements, and understandings regulating to the Licensed Software.

24. MODIFICATION

This License Agreement may only be modified or amended by a writing signed by an authorized officer of the Licensor.

25. SEVERABILITY

If any provision of this License Agreement is determined by a court of competent jurisdiction to be contrary to law that provision will be enforced to the maximum extent permissible and the remaining provisions of this License Agreement will remain in full force and effect.

26. WAIVER

No failure or delay by the Licensor in exercising its rights or remedies shall operate as a waiver unless made by specific written notice. No single or partial exercise of any right or remedy of the Licensor shall operate as a waiver or preclude any other, or further, exercise of that, or any other right, or remedy.

27. PROOF OF COMPLIANCE

Within thirty (30) calendar days after request from the Licensor, or a Licensor authorized representative, Licensee will provide full documentation and certification, under penalty of perjury, that Licensee's use of any and all Licensed Software complies with this License Agreement.

28. MISCELLANEOUS

- a. Unless specifically included with the Licensed Software, Licensor is not in the business of providing legal, financial, accounting, tax, health care, real estate or other professional services or advice. Please consult the services of a competent professional when you need this type of assistance.
- b. Licensee is responsible for securely managing its password(s) for access to the Licensed Software and to contact Licensor if it becomes aware of any unauthorized access to its account. The Licensed Software may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Licensed Software. Licensee agrees to receive these updates.
- c. Licensor reserves the right to change this License Agreement at any time, and the changes will be effective immediately or when we notify Licensee by other means. Licensor may also change or discontinue the Licensed Software, in whole or in part. Licensee's continued use of the Licensed Software indicates its agreement to the changes.