

Consent for Services

Vita Health Services, PLLC /Vityl Health Management, Inc, provides mental health services through telehealth and supporting digital tools. The purpose of this document is to provide you with important information about your services and to obtain consent to participate and commitment to engage in those services. Please read this carefully.

1. Services

Services consist of behavioral interventions, strategies, and therapies intended to help individuals who may have mental health needs including, but not limited to, suicidal ideation, have attempted suicide, have been identified as being at risk for suicide, or other conditions such as anxiety, mood disorders including depression, and ADHD. Services are provided by Vita Health's mental health providers via proprietary intervention systems. The Services may help by:

- **Telehealth.** Providing access to mental health providers via telehealth (the practice of delivering clinical health care services via technology between a provider and a patient who are not in the same physical location) that is adjusted to patient needs for a limited number of conditions; and,
- **Digital Tools.** Delivering content, services, surveys, and products (such as reminders, progress tracking, crisis response planning, and behavioral modification practice opportunities) through mobile applications and/or web-based tools.

2. Telehealth Conditions

- The patient will consent to receive Vita Health telehealth services, and agrees that certain situations, including emergencies and crises, are inappropriate for audio-/video-/computer/mobile application-based Services. If a patient thinks that they have a medical or mental health emergency, or is concerned that they are a danger to themselves (including suicidal thoughts and behaviors) or others, then patient agrees to immediately call 911, call the National Suicide Prevention Lifeline at 1-800-273-8255, go to the nearest open clinic, and/or visit an emergency room.
- There are benefits from telehealth services, however, results cannot be guaranteed or assured.
- The provision of the services involves the secure communication of patient PHI to Vita Health at other locations, including details of patient's medical history and treatment; and the patient will interact with Vita Health via conventional telephone, cell phone, computer, tablet, mobile telephone applications and other devices.
 - Limitations.
 - The telehealth provided is explicitly limited to the specified services and is not intended to replace the services of a therapist, a psychologist/psychiatrist, a primary care physician, or emergency medical or mental health care, or a full medical evaluation by a mental health provider. The patient agrees that they will, separately, maintain an active physician-patient and therapist-patient relationship with their current (or future) mental health care providers, and that they will follow-up with their primary care physician and general mental health provider regarding issues that may arise during or in relation to the services, including but not limited

- to adverse side effects, and/or a medical or mental health emergency. If a patient fails to do so, Vita Health may no longer provide patient services.
- Vita Health reserves the right to deny care for potential misuse of services.
 - To the extent allowable by law, the services are not intended to create, nor do they create, any provider-patient relationship with Vita Health. The only provider-patient relationship created with Vita Health is for the limited purpose of providing services. You agree that this is a limited engagement and that Vita Health has no obligation to provide services or treat you or otherwise counsel you regarding any preexisting or secondary conditions or diagnosis that may be discovered or evaluated or discussed during the services. The patient understands that Vita Health does not guarantee the accuracy, completeness, usefulness, or adequacy of the services for any treatment, diagnosis, and does not guarantee that a suicide will not occur. The patient agrees that they will inform Vita Health of any condition(s) that would limit Vita Health's ability to provide and patient's ability to receive the services or that would be relevant to the services themselves.
- Risks of Using Telehealth. Risks and consequences from provision of telehealth services, include, but are not limited to:
 - Diagnosis. The possibility that some sign or symptom is not adequately diagnosable or does not convey through the use of telehealth, but that it might have conveyed or been observable during a standard in-person encounter;
 - Technology issues. Interruptions, unauthorized access and technical difficulties may occur with telehealth technology. The patient or their mental health provider can discontinue the telehealth consultation if it is felt that the telehealth connections are not adequate for the situation. The patient agrees to hold Vita Health harmless for delays in services to technical failures as described above. If the patient needs to receive follow-up care or assistance, please contact Vita Health at support@vitahealth.care.
 - Confidentiality. Because telehealth sessions take place outside of a mental health provider's private office, there is potential for other people to overhear sessions if the patient is not in a private space during sessions. Vita Health uses technology designed to protect the patient's privacy.
 - Video, audio, and/or digital photographs may be recorded during the telehealth visit for training and quality improvement purposes.
 - Medical Information and Records. All existing laws regarding the confidentiality of the patient's medical information apply to telehealth visits. Disclosure of any patient-identifiable images, audio recordings, or other information from this telemedicine interaction to other entities shall not occur without patient consent, unless permitted by applicable law.

3. Other Side Effects and Risks

- Potential Adverse Side Effects of Mental Health Treatment. All health care treatments have potential adverse side effects and the patient will accept responsibility for these potential adverse outcomes, including but not limited to depression, suicidal ideations, increased

stress, suicidal behaviors and in rare instances death. Behavioral therapy will involve emotional experiences and related upset. The Vita Health mental health provider will work together with the patient to work through difficult emotions, but at times painful issues may be discussed and purposefully targeted in treatment. If the patient experiences adverse side effects, it is the patient's responsibility to report any adverse side-effects to Vita Health team, their primary care physician or doctor, their other mental health providers, and to go to the nearest emergency room if they have any reason to suspect they have a medical emergency, or if they are concerned that they are a danger to others or themselves, including any suicidal thoughts and behaviors.

- Risks of Suicidality Treatment. Suicidality (e.g., suicidal thinking, behaviors and/or a prior suicide attempt) has specific and inherent risks in treatment, as well as a decision not to seek treatment. Randomized controlled trials for the treatment of suicidality have found re-attempt rates during treatment as high as 47%, with a number of treatments significantly reducing the rate of subsequent attempts by as much as half. The risk of a suicide attempt during treatment is greatest for those who have made multiple suicide attempts (i.e., two or more). Treatments have also been found effective at preventing repeat suicide attempts, reducing symptoms related to suicidality (e.g., depression, anxiety, and hopelessness), and associated problems (e.g., interpersonal stress, problem-solving ability).
- One of the risks both in and out of treatment for suicidal behaviors and thoughts and various disorders (e.g., major depression, bipolar disorder, schizophrenia, anorexia, borderline personality disorder) is death. Specific rates vary across diagnoses in outpatient (or inpatient) care. Treatments for all of these problems have been found to be effective. However, participation in services and treatment is not guaranteed to reduce the number of suicide attempts or prevent an actual suicide. Risks can and will endure throughout the treatment process.

4. Right to Care

The patient is under no obligation to use Vita Health services and may withdraw at any time, without affecting their right to future treatment. The patient has the right to access their medical information and copies of medical records in accordance with federal and state law; however, should the patient decide to re-disclose this information to any other third party, it is no longer protected by HIPAA.

5. Location of Services

The patient will provide information regarding their physical residence to Vita Health and, to the extent required by licensure laws and medical ethics, Vita Health will match the patient with a provider, who is licensed where the patient is physically located, when required. In any event, if the patient's physical location changes at any time, they will immediately notify Vita Health of the same. By seeking to receive services, the patient is:

Virtually travelling to the state where the Provider is located, and for convenience and other purposes availing themselves to the Services in said State in the same manner as if Participant were physically present in the same State to receive the Services in person;

Irrevocably agreeing that the Services and this Informed Consent are provided, and entered into, in the State where the Provider is located, and not in the state, territory or country where Participant is physically located.

6. Communication

According to Telephone Consumer Protection Act (TCPA), individuals are required to provide express consent to receive certain types of automated communications on their mobile device(s) (e.g., autodialed telemarketing/advertising calls). Consent is not required for all calls or texts. For certain limited-types of communications, Vita Health has permission to:

Contact the patient at any phone number provided even if Vita Health uses an autodialer/automatic dialing technology to call or text the patient. If the phone number the patient provides is registered to a cell phone, mobile carrier's charges may apply. Patient agreement is not a condition of receiving Services, and the patient may opt-out by emailing us at support@vitahealth.care

Contact the patient at any email address provided even if the patient considers the email to be a "marketing email." The patient can revoke agreement to receive marketing emails at any time. Mobile carrier's charges may apply.

Use personal and financial information about the patient from our affiliated companies and other companies to prefill patient forms.

Vita Health reserves the right to communicate with the patient in any manner that is allowable and does not require consent, even if the patient revokes permission for us to communicate in a manner that does require consent.

7. Information Privacy & Security

Prior to the start of treatment, and during treatment, the patient will provide Vita Health with current, complete, true, and accurate information. Individuals who are not clinically appropriate for treatment may be directed to a more appropriate treatment venue at any time. While receiving Services, the patient will provide Vita Health with timely, complete updates, particularly with respect to changes in medical or mental health.

Patient medical records will be entered into the Vita Health database and understands that reasonable measures have been taken to safeguard medical information. The patient acknowledges and agrees that the Vita Health team will have access to personal health information ("PHI") and will access it to deliver, coordinate, and advance the plan of care. PHI will only be used in accordance with the Terms of Service and Privacy Policy.

In certain situations, permissible under law, or when the safety of you or third parties requires, Vita Health mental health providers may disclose PHI if allowed under law, ethics guidelines, theories, and professional duties.

8. Liability

Vita Health mental health providers disclaim all warranties express or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, non-infringement of third parties' rights, and fitness for purpose. Except as required by governing law or regulation, Vita Health will not be liable for any personal injury, medical malpractice, suicide, suicide attempts, wrongful death, and/or survivorship actions, attributable to, or caused by, use or misuse or receiving of services.

9. Duration and Outcomes

Service duration varies based on condition and individual situations. In addition, there is no guarantee that the patient will be treated if, for example, the patient's medical condition cannot be properly treated by Vita Health mental health providers. Vita Health makes no guarantee that the

patient's condition will improve or that risk of suicide will be abated or that suicide will not occur while receiving services. In addition, Vita Health mental health providers will only provide services to clinically appropriate patients; and if a change in the patient's health status makes them inappropriate for services that Vita Health may suspend care and direct the patient to other, more appropriate resources.

10. Program Cost and Payment

The cost of the services is being paid by the patient or by their employer, association, insurer, health plan or other entity. The services are not a substitute for health insurance and are designed for use independent of health insurance. Patients will not use the services as health insurance. The patient's health insurance company will only pay for services that it determines to be "reasonable and necessary." Every reasonable effort will be made by Vita Health to have all services and procedures approved by the patient's health insurance company, when applicable. If the health insurance company determines that a particular service is not reasonable and necessary, or that a particular service is not covered under the plan, the insurer will deny payment for that service. Under this arrangement, the patient is responsible for paying all co-pays, any non-covered portions, and any deductible. In addition, if the patient's insurance company does not pay for services, the patient will pay for the services provided. In order for Vita Health to charge the patient's health benefit, the patient will sign the Assignment of Insurance. If the patient chooses to pay for the service directly, they will provide additional payment method information. If a patient cancels an appointment less than 24 hours before it is scheduled to take place, the patient will be subject to a fee. To avoid a cancellation fee, please provide cancellation notice at least 24 hours prior to your appointment.

11. Commitment to Services

The patient commits to engaging in Vita Health services, which may include attending appointments, setting goals, voicing opinions, thoughts, and feelings openly and honestly, completing practice assignments designed to reinforce skill building, and other new behaviors. The patient is responsible for attending sessions on time. If the patient is late, the appointment may still need to end at its scheduled time.

12. Minors

For individuals who are under age 18, Vita Health requires a parent or legal guardian to acknowledge and agree to the informed consent on behalf of the minor. If paying for services through a health plan, information regarding services will be shared with the health plan and the policyholder.

13. Consent

You agree that:

1. Services provided consist of behavioral health interventions including telehealth (the practice of delivering clinical health care services via technology between a provider and a patient who are not in the same physical location) and digital tools.
2. You consent to receive Vita Health telehealth services, if deemed appropriate. Telehealth involves:
 - a. the secure communication of PHI to Vita Health
 - b. benefits and limitations

- c. risks related to diagnosis, technology issues, and confidentiality
 - d. possible recording of video, audio and/or digital photographs for training and quality improvement purposes, and,
 - e. confidentiality of your medical information.
- 3. There are potential side effects of mental health treatment and suicidality treatment.
- 4. You are under no obligation to use Vita Health services and may withdraw at any time without affecting future services.
- 5. You will provide your physical residence location information to Vita Health, and will be matched with a provider who is licensed where you are located, when required.
- 6. Vita Health has permission to use contact information that you provide to call, text and email you.
- 7. You will provide Vita Health with current, complete, true and accurate information, including timely updates to changes in your medical or mental health.
 - a. Vita Health team will have access to your personal health information (PHI) and will access it to deliver, coordinate and advance your plan of care (in accordance with the Terms of Service and Private Policy)
- 8. Except as required by law or regulation, Vita health will not be liable for any personal injury, medical malpractice, suicide, suicide attempts, wrongful death and/or survivorship actions.
- 9. Duration of services varies based on condition and individual situations; and there is no guarantee that your condition will improve while receiving services.
- 10. You will pay for the cost of services either directly or through health insurance. You are responsible for all co-pays, non-covered portions or deductibles; and you will pay a fee (\$50 individual therapy; \$25 group) if you miss an appointment without notice or cancel an appointment within 24 hours. Multiple missed sessions or late cancellations will result in discharge from the program.
- 11. You are committing to engage in the Vita Health services.
- 12. You may live in a state where parental consent is required for minors to participate in services. You understand that if you are using health insurance, information regarding services will be shared with the health plan and the policyholder.