



Version 3

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INFORMED CONSENT FOR TELEHEALTH SERVICES

DO NOT USE THIS SERVICE IF YOU MAY BE EXPERIENCING A MEDICAL EMERGENCY. In an emergent situation, you can: (i) call 911; (ii) go to the nearest emergency room; (iii) contact your local crisis center; (iv) if applicable, call the National Suicide Prevention Lifeline (1-800-272-8255); or (v) if applicable, contact the Crisis Text Line (text “GO” to 741-741).

We are pleased you have chosen Beluga Health, P.A. for your telehealth needs. This document is intended to inform you of what you can expect of your clinician in terms of his or her credentials and in connection with your treatment via telehealth. After you have carefully read this document and had an opportunity to have your questions answered, certain state laws mandate that you must sign and date it before commencing services.

YOUR TELEHEALTH PROVIDER’S CREDENTIALS. Your provider’s credentials were made available to you before scheduling an appointment. If you have any questions about these credentials, please direct them to your telehealth provider. For those states that require it, you can find an explanation of the levels of regulation applicable to clinicians under the **STATE REGULATIONS** section of this document.

IMPORTANT INFORMATION REGARDING YOUR TREATMENT BY TELEHEALTH HEALTH PROVIDERS, INCLUDING POTENTIAL RISKS AND BENEFITS. Beluga Health and its affiliated medical practices offer treatment by various types of healthcare providers, including physicians and equivalent licensed professionals, via telecommunications technology (also referred to as “telehealth”). Beluga’s telehealth services include care provided via asynchronous and synchronous telehealth modalities.

Asynchronous telehealth is one way to deliver telehealth. Asynchronous communication is often referred to as “store-and-forward” communication, where participants submit and collect data at different times. An example of asynchronous communication is a telehealth encounter with a healthcare practitioner that involves sending photos, video, or other communications via email or text message. “Asynchronous” means “not occurring at the same time” and is different from “synchronous” telehealth which generally includes visits conducted in real-time between patients and healthcare practitioners through audio or video means (e.g., live phone calls or video-conferencing). Healthcare practitioners may use asynchronous telehealth to aid in diagnoses and medical consultations when live communication or face-to-face contact is not possible or necessary.

Beluga’s platform (“Platform”), in particular, allows for the following asynchronous telehealth services: 1) text-based healthcare practitioner-patient interactions through short message service (“SMS”) and multimedia messaging service (“MMS”) communications; and 2) secure information collection through asynchronous store-and-forward patient questionnaires.

The services provided may also include chart review, remote prescribing, appointment scheduling, refill reminders, health information sharing, non-clinical services, such as patient education and other electronic transmission for the purpose of rendering care to you. The electronic communication systems we use will incorporate network and software security protocols to protect the confidentiality of patient identification and imaging data and will include measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption. There are various benefits associated with telehealth services, including improved access to care by enabling you to remain in your home while the provider consults with you, more efficient care evaluation and management, and obtaining expertise of a specialist as appropriate. Possible risks include delays in evaluation and treatment could occur due to deficiencies or failures of the equipment and technologies, and in rare events, our provider may determine that the transmitted information is of inadequate quality, thus necessitating a rescheduled telehealth consult or a meeting with your local primary care doctor.

At times, your clinician may seek supervision or consultation with other Beluga Health or non-Beluga Health clinicians regarding your treatment, to enhance the services being provided to you given the multiple perspectives, experiences, and treatment philosophies. All team members are ethically and legally bound to maintain your privacy and confidentiality in this scenario and none of your personal information will be shared or disclosed with any other individual without your consent. Exceptions to confidentiality do exist in certain situations, such as: threat of serious harm to self or others; reasonable suspicion of abuse or neglect of a child, or abuse, neglect, or exploitation of an incapacitated or dependent adult; court order and/or subpoena; permission from the client or guardian (i.e. voluntary release signed by the client or guardian); during supervisory consultations; diagnosis and dates of service shared with an insurance company to collect payments; information released as outlined in the Beluga Health’s [Notice of Privacy Practices](#) and [Privacy Policy](#); and as otherwise required by law.

By consenting to the telehealth services, You confirm that You have read and agreed to the terms outlined in the Notice of Privacy Practices and the Privacy Policy. You understand how your personal and health information will be collected, used, and protected in accordance with applicable laws.

By consenting to this Informed Consent, You acknowledge that You understand and agree with the following:

1. You hereby consent to receiving Beluga Health’s services via telehealth technologies. You understand that the Telehealth Provider and its providers offer telehealth-based medical services, but that these services do not replace the relationship between you and your primary care doctor. Our clinicians are an addition to, and not a replacement for, your local primary care provider. Responsibility for your overall medical care should remain with your local primary care provider, if you have one, and we strongly encourage you to locate one if you do not. You also understand it is up to the Beluga Health provider to determine whether or not your specific clinical needs are appropriate for a telehealth encounter.
2. You understand that if you need to receive non-emergent follow-up care related to your treatment, please contact your clinician by sending a message via the modality in which the conversation was initiated (e.g., in the app chat or via SMS).
3. You understand that federal and state law requires health care providers to protect the privacy and the security of health information. You understand that Beluga Health will take steps to make sure

that your health information is not seen by anyone who should not see it. You understand that telehealth may involve electronic communication of your personal medical information to other health practitioners who may be located in other areas, including out of state.

4. You expressly consent to allow Beluga or its healthcare practitioners to call, email, or text you (via SMS and/or MMS) with or regarding Personal Data (as defined in the Beluga [Privacy Policy](#)), appointments, or similar matters related to your telehealth encounter using the contact information you have provided. Any calls or texts to you may be placed using an auto-dialer or a pre-recorded or artificial voice, even if your number is on a do-not-call list. Your phone carrier's normal rates may apply. This is consent, not a condition of purchase. You may revoke this consent at any time by emailing us at admin@belugahealth.com.
5. You understand there is a risk of technical failures during the telehealth encounter beyond the control of Beluga Health. You agree to hold harmless the Beluga Health for delays in evaluation or for information lost due to such technical failures.
6. You understand that you may be asked to provide identification and confirm your physical location prior to or during the telehealth visit.
7. You understand that you have the right to withhold or withdraw your consent to the use of telehealth in the course of your care at any time, without affecting your right to future care or treatment. You understand that you may suspend or terminate use of the telehealth services at any time for any reason or for no reason. You understand that if you are experiencing a medical emergency, that you will be directed to dial 9-1-1 immediately and that the Beluga Health providers are not able to connect you directly to any local emergency services. You may request to delete your patient profile at any time by emailing admin@belugahealth.com.
8. You understand that alternatives to telehealth consultation, such as in-person services are available to you, and in choosing to participate in a telehealth consultation, you understand that some parts of the services involving tests may be conducted by individuals at your location, or at a testing facility, at the direction of the Beluga Health provider (e.g., labs or bloodwork). You understand that Beluga Health does not have any in-person clinic locations.
9. You understand that you may expect the anticipated benefits from the use of telehealth in your care, but that no results can be guaranteed or assured.
10. Because Beluga Health does not have access to your complete medical records, if you do not disclose to your telehealthcare practitioner a full list of your medical history including diagnoses, treatments, medications/supplements, and allergies, adverse treatment, drug interactions or allergic reactions, or other negative outcomes may occur.
11. You understand that your healthcare information may be shared with other individuals for scheduling and billing purposes. Persons may be present during the consultation other than the Beluga Health provider in order to operate the telehealth technologies. You further understand that you will be informed of their presence in the consultation and thus will have the right to request the following: (a) omit specific details of your medical history/examination that are personally sensitive to you; (b) ask non-medical personnel to leave the telehealth examination; and/or (c) terminate the consultation at any time.
12. You understand that you will not be prescribed any narcotics.
13. You understand that there is no guarantee that You will be issued a prescription and that the decision of whether a prescription is appropriate will be made in the professional judgement of the Beluga Health Provider.
14. You understand that there is no guarantee that You will be treated by the Beluga Health Provider. Beluga Health's Provider reserves the right to deny care for potential misuse of the Services or for

any other reason if, in the professional judgment of the Provider, the provision of the Services is not medically or ethically appropriate.

15. You understand that if you participate in a consultation, that you have the right to request a copy of your medical records which will be provided to you at reasonable cost of preparation, shipping and delivery.
16. You 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 REGULATIONS:

Alaska: You understand your primary care provider may obtain a copy of your records of your telehealth encounter. (Alaska Stat. § 08.64.364).

Arizona: You understand that all medical records resulting from a telemedicine consultation are part of your medical record. (A.R.S. § 12-2291.)

Colorado: You are informed that if you want to register a formal complaint about a provider, you should file at <https://dpo.colorado.gov/FileComplaint>.

Connecticut: You understand that your primary care provider may obtain a copy of your records of your telehealth encounter, and that you can revoke your consent at any time. (Conn. Gen. Stat. Ann. § 19a-906).

D.C.: You have been informed of alternate forms of communication between you and a physician for urgent matters. (D.C. Mun. Regs. tit. 17, § 4618.10).

Georgia: You have been given clear, appropriate, accurate instructions on follow-up in the event of needed emergent care related to the treatment. (Ga. Comp. R. & Regs. 360-3-.07(7)).

Iowa: To file a complaint, fill in the form below or fill out the [complaint form](#) and email it to the medical board at ibmcomplaints@iowa.gov.

As appropriate your provider will identify the medical home or treating physician(s) for you, when available, where in-person services can be delivered in coordination with the telemedicine services. Your provider shall provide a copy of the medical record to your medical home or treating physician(s). [Iowa Admin. Code 653-13.11\(147,148,272C\)\(13.11\(11\)\)](#)

Idaho: You have been informed that if you want to register a formal complaint about a provider, you should visit the medical board's website, here: [File a Complaint | Division of Occupational and Professional Licenses](#)

Illinois: You have been informed that if you want to register a formal complaint about a provider, you should visit the Illinois Division of Professional Regulation at [Division of Professional Regulation File a Complaint](#)

Indiana: If a prescription is issued to you, and subject to your consent the prescriber shall notify your primary care provider of any prescriptions the prescriber has issued for you if the primary care provider's contact information is provided by you. This requirement does not apply if: (A) The practitioner is using an electronic health record system that your primary care provider is authorized to access. (B) The practitioner has established an ongoing provider-patient relationship with the patient by providing care to the patient at

least 2 consecutive times through the use of telehealth services. If the conditions of this clause are met, the practitioner shall maintain a medical record for you and shall notify your primary care provider of any issued prescriptions. [Ind. Code Ann. 25-1-9.5-7.](#)

If you are a Medicaid patient, you have the right to choose between an in-person visit or telehealth visit. [Indiana Medicaid Manual: Telehealth and Virtual Services.](#)

Kansas: You understand that if you have a primary care provider or other treating physician, the person providing telemedicine services must send within three business days a report to such primary care or other treating physician of the treatment and services rendered to you during the telemedicine encounter. (Kan. Stat. Ann. § 40-2,212(2)(d)(2)(A).

Kentucky: You have been informed that if you want to register a formal complaint about a provider, you should visit the medical board's website, here: <https://kbml.ky.gov/board/Pages/default.aspx>.

Information related to filing grievances may be found here <https://kbml.ky.gov/grievances/Documents/Consumer%20Guide%20and%20Grievance%20Form.pdf>

If requested by you, your physician must share the medical record with your primary care physician and other relevant members of your existing care team. [Kentucky Board Opinion on the Use of Telemedicine Technologies \(2014\), as amended September 15, 2022.](#)

Louisiana: You understand the role of other health care providers that may be present during the consultation other than the telehealth provider. (46 La. Admin. Code Pt XLV, § 7511).

Maine: You have been informed that if you want to register a formal complaint about a provider, you should visit the medical board's website, here: [File a Complaint | Maine Board of Licensure in Medicine](#)

Nebraska: If you are a Medicaid recipient, you retain the option to refuse the telehealth consultation at any time without affecting your right to future care or treatment and without risking the loss or withdrawal of any program benefits to which the patient would otherwise be entitled. All existing confidentiality protections shall apply to the telehealth consultation. You shall have access to all medical information resulting from the telehealth consultation as provided by law for access to your medical records. Dissemination of any patient identifiable images or information from the telehealth consultation to researchers or other entities shall not occur without your written consent. You understand that you have the right to request an in-person consult immediately after the telehealth consult and you will be informed if such consult is not available. (Neb. Rev. Stat. Ann. § 71-8505; 471 Neb. Admin. Code § 1-006.05). You have been informed that if you want to register a formal complaint about a provider, you should visit: <https://dhhs.ne.gov/Pages/Complaints.aspx>

New Hampshire: You understand that the telehealth provider may forward your medical records to your primary care or treating provider. (N.H. Rev. Stat. § 329:1-d).

New Jersey: You understand that you have the right to request a copy of your medical information and you understand your medical information may be forwarded directly to your primary care provider or health care provider of record, or upon your request, to other health care providers. If you do not have a primary care provider or other health care provider of record, the health care provider engaging in telemedicine or telehealth may advise you to contact a primary care provider, and, upon request by you, may assist you with locating a primary care provider or other in-person medical assistance that, to the extent possible, located within reasonable proximity to you. N.J. Rev. Stat. Ann. § 45:1-62.

Ohio: You understand that the telehealth provider may forward your medical records to your primary care or treating provider. [Ohio Admin. Code 4731-37-01\(C\)\(4\)](#).

Oregon: If you have a concern or complaint about the providers providing care to you, you may contact a board agency to assist you. You understand that the provider may ask if you need more detail. [ORS 17-52-677.07](#). See also [Or. Medical Board, Statement of Philosophy: Telemedicine \(Oct 2, 2020\)](#)

Complaints may be filed with:

Oregon Medical Board

1500 SW 1st Ave., Suite 620

Portland, OR 97201-5847

Complaint Resource Staff: 971-673-2702 | complaintresource@omb.oregon.gov

Rhode Island: If you use e-mail or text-based technology to communicate with your provider, then you understand the types of transmissions that will be permitted and the circumstances when alternate forms of communication or office visits should be utilized. You have also discussed security measures, such as encryption of data, password protected screen savers and data files, or utilization of other reliable authentication techniques, as well as potential risks to privacy. You acknowledge that your failure to comply with this agreement may result in the telehealth provider terminating the relationship. (Rhode Island Medical Board Guidelines).

South Carolina: You understand your medical records may be distributed in accordance with applicable law and regulation to other treating health care practitioners. You understand the value of having a primary care medical home and, if requested, we can provide assistance in identifying available options for a primary care medical home. [S.C. Code Ann. § 40-47-37](#).

You also understand that if you are a Medicaid beneficiary, you can withdraw your consent at any time. [South Carolina Health and Human Svcs. Dept. Physicians Provider Manual, p. 35 \(Feb. 2024\)](#).

South Dakota: You have received disclosures regarding the delivery models and treatment methods or limitations. You have discussed with the telehealth provider the diagnosis and its evidentiary basis, and the risks and benefits of various treatment options. (S.D. Codified Laws § 34-52-3).

Tennessee: You understand that you may request an in-person assessment before receiving a telehealth assessment if you are a Medicaid recipient. [TN Dept. of Mental Health and Substance Abuse Services, Office of Crisis Services Telecommunications Guidelines, p. 8, \(2012\) \(Accessed Jan. 2024\)](#).

Texas: You understand that your medical records may be sent to your primary care physician. (Tex. Occ. Code Ann. § 111.005). You have been informed of the following notice:

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.

AVISO SOBRE LAS QUEJAS- Las quejas sobre médicos, así como sobre otros profesionales acreditados e inscritos del 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

Utah: You are able to a (i) access, supplement, and amend your patient-provided personal health information; (ii) contact your provider for subsequent care; (iii) obtain upon request an electronic or hard copy of your medical record documenting the telemedicine services, including the informed consent provided; and (iv) request a transfer to another provider of your medical record documenting the telemedicine services. Utah Admin. Code r. 156-1-602.

Virginia: You acknowledge that you have received details on security measures taken with the use of telemedicine services, such as encrypting date of service, password protected screen savers, encrypting data files, or utilizing other reliable authentication techniques, as well as potential risks to privacy notwithstanding such measures; You agree to hold harmless the Beluga Health for information lost due to technical failures; and you provide your express consent to forward patient-identifiable information to a third party. (Virginia Board of Medicine Guidance Document 85-12).

Vermont: You understand that you have the right to receive a consult with a distant-site provider and will receive one upon request immediately or within a reasonable time after the results of the initial consult.

You have been informed that if you want to register a formal complaint about a provider, you should visit the medical board's website, here:

<http://www.healthvermont.gov/health-professionals-systems/board-medical-practice/file-complaint>;

IMPORTANT DISCLAIMER - IF YOU ARE ENROLLED IN GOVERNMENT HEALTH PLANS OR PRIVATE INSURANCE

By choosing to receive our Asynchronous telehealth professional medical and related services (our "Services"), you acknowledge and agree to the following:

1. Out-of-Pocket Service. You have selected services for purchase from us on a self-pay basis. In other words, you have directed us to treat your purchase of these services as if you are an uninsured patient and you agree to be 100% responsible for full payment of the listed price of the services. The Services are not covered by, and will not be billed to, any federal or state government health insurance program, including but not limited to Medicare, Medicare Advantage, Medicaid, TRICARE, or any similar plan (collectively referred to as "Government Health Plans").

2. No Reimbursement. Your insurance policy is a contract between you and your insurance company. It is your responsibility to know your benefits, and how they will apply to your benefit payments, and we take no responsibility to understand or be bound by the terms and conditions of such insurance. You understand and agree that the Services are not covered by Government Health Plans. You further agree that you will not seek reimbursement for the Service from any Government Health Plan, nor will you submit any claim for such reimbursement to any Government Health Plan, directly or indirectly. ***There is no guarantee your insurance company will make any payment on the cost of the services you have purchased.***

3. Voluntary Agreement. You are voluntarily electing to receive and pay for the Services with full knowledge that you will be obligated to pay these charges in full as a self-pay patient, electing not to use an insurance policy benefit are not covered benefits under your Government Health Plan, if applicable. You

are not required or obligated to purchase the Services. You understand that your participation in this transaction is not a condition of enrollment in or eligibility for any Government Health Plan. You have been given a choice of different services, along with their costs. You have selected the services and are willing to accept full financial responsibility for payment.

4. Confirmation of Understanding. By proceeding with payment for the Services, you confirm that you understand this disclaimer, and that you knowingly and voluntarily agree to these terms. You further acknowledge that: 1) you do not have any health insurance through a PPO, HMO, Medicaid or Medicare or any other insurance plan; or 2) you have health insurance but you do not want to use any insurance benefit for these services, acknowledging that Beluga Health does not accept any health insurance for these services. You further acknowledge that no representation has been made to you that the Services will be reimbursed by any Government Health Plan.

If you do not agree to these terms, you should not proceed with the Services or purchase.

By choosing to receive our Synchronous telehealth professional medical and related services (our "Services"), you acknowledge and agree to the following:

1. Out-of-Pocket Service. You have selected services for purchase from us on a self-pay basis. We do not bill any federal or state government health insurance program, including but not limited to Medicare, Medicare Advantage, Medicaid, TRICARE, or any similar plan (collectively referred to as "Government Health Plans").

2. No Reimbursement. Your private insurance policy is a contract between you and your insurance company. It is your responsibility to know your benefits, and how they will apply to your benefit payments, and we take no responsibility to understand or be bound by the terms and conditions of such insurance. *There is no guarantee your insurance company will make any payment on the cost of the services you have purchased.*

3. Voluntary Agreement. You are voluntarily electing to receive and pay for the Services with full knowledge that you will be obligated to pay these charges in full as a self-pay patient, electing not to use your private insurance policy. You have been given a choice of different services, along with their costs. You have selected the services and are willing to accept full financial responsibility for payment.

4. Confirmation of Understanding. By proceeding with payment for the Services, you confirm that you understand this disclaimer, and that you knowingly and voluntarily agree to these terms. You further acknowledge that: 1) you do not have any health insurance through a PPO, HMO, Medicaid or Medicare or any other insurance plan; or 2) you have private health insurance but you do not want to use any insurance benefit for these services, acknowledging that Beluga Health does not accept any health insurance for these services.

5. If you are a Medicaid Beneficiary - you are not eligible to use our Synchronous visit services. By continuing and receiving this service you are acknowledging that you are NOT a Medicaid beneficiary.

6. If you are a Medicare Beneficiary - you are not eligible to use our Synchronous visit services, unless you sign an ABN and consent that Synchronous telehealth visits are covered by Medicare but are not billed by Beluga Health and you consent to pay for the service out of pocket. For signing an ABN please reach out to our Customer Support at admin@belugahealth.com. By continuing and receiving this service without signing an ABN you are acknowledging that you are NOT a Medicare beneficiary.

If you do not agree to these terms, you should not proceed with the Services or purchase.

You have read this document carefully, and understand the risks and benefits of the telehealth services and have had your questions regarding the services explained and you hereby give your informed consent to participate in a telehealth consultation under the terms described herein.

By using Beluga Health's Telehealth provider services You hereby state that You have read, understood, and agree to the terms of this Informed Consent