

# Included Health Member Services Agreement

**Effective Date:** May 10, 2023

**By using the Doctor On Demand by Included Health or Included Health website, mobile application, or any of the products and services that link to this page (the “Services”), you agree to abide by and consent to its terms, and affirm all authorizations made below. Further, you certify that if you are using the Services as a personal representative of the Member, you have legal authority to provide consent for the treatment of the Member.**

**By using the Services and where applicable, you further certify that you have legal authority to act as guardian or personal representative of all children registered under your Account and you consent to the treatment of all minors registered under your Account, including the prescribing of medication.**

## Part 1

Scope: Members who receive Virtual Primary Care, Urgent Care, Behavioral Health and/or Connected Care Program Services

## Description of Services

When you become a patient of Doctor On Demand Professionals (a “**Member**”), you can use our mobile and web applications (“**Included Health App**”) accessible from your smartphone, desktop, or tablet computer that connects you to our engaged healthcare professionals (“**Healthcare Professionals**”) and support team. The Included Health App, provides personalized content and interactive resources for you: simple tools for scheduling appointments and billing, your hub of information, and connections to our support team.

The Healthcare Professionals practice within a group of independently owned professional practices collectively known as “**Doctor On Demand Professionals**” (“**us**”, “**we**”, “**our**”). Doctor On Demand Professionals is associated with but operates independently of Included Health, Inc. (“**Included Health**”). Included Health does not exercise control or direction over the means, methods or manner by which Doctor On Demand Professionals or the Healthcare Professionals exercise professional judgment in the provision of clinical services provided. The Healthcare Professionals provide services

based on their sole professional judgment. Please refer to the [Doctor On Demand Professionals Notice of Privacy Practices](#) to learn more about these groups and how they're organized.

We provide healthcare services using interactive audio, video, and messaging technologies through the Included Health App including urgent care, therapy, psychiatry, and depending on benefits covered by your health plan, primary care services, through the Included Health Application. As part of providing you these services, Healthcare Professionals may order labs, imaging and other diagnostic tests conducted at locations outside Doctor On Demand Professionals such as clinical laboratories and testing centers, which may incur additional cost to you or your health plan. They may also rely on information you share or records you provide from your other healthcare providers.

Doctor On Demand Professionals also provide non-clinical wellness related services through the use of life skills Coaches. Coaches do not provide professional or clinical services but may exchange information with or provide support to Healthcare Professionals. You will have an opportunity to develop ongoing care relationships with our Healthcare Professionals, however, your initial encounter may begin as a consultation (e.g., to determine the most appropriate treatment setting for you to receive care) and will not necessarily give rise to an ongoing treatment relationship. For example, a Healthcare Professional may determine that our clinical services are not appropriate for some, or all of your treatment needs and may elect not to provide certain clinical services to you through the Included Health App.

If you need to receive follow-up care, assistance in the event of an adverse reaction to the treatment, or in the event of an inability to communicate as a result of a technological or equipment failure, please contact us at 1-800-997-6196. **If you believe you are experiencing a medical emergency, you should dial 9-1-1 and/or go to the nearest urgent care center or emergency room.** We do not address medical emergencies. You should seek emergency help or follow-up care when recommended by a Healthcare Professional or when otherwise needed and continue to consult with your other healthcare providers as recommended.

With respect to psychotherapy, you are entitled to receive information from your Healthcare Professional about the methods of therapy, the techniques used, the duration of your therapy (if known), and the fee structure. You can seek a second opinion from another therapist or terminate therapy at any time.

Your Healthcare Professional reserves the right to deny care for potential misuse of the services or for any other reason if, in the professional judgment of your Healthcare Professional, the provision of the Services is not medically or ethically appropriate. If you repeatedly miss scheduled appointments, we are unable to contact you for a period of time, or you fail to pay for appointments with us, you understand that you may be terminated from our practice and no longer have access to our Healthcare Professionals.

You understand that you have the right to withhold or withdraw your consent and cease use of our Services at any time. You understand that you may suspend or terminate use of telehealth services at any time for any reason or for no reason without risking your ability to re-engage our Services in the future or losing a program benefit to which you are entitled. You also understand that no results can be guaranteed or assured.

## **Description of Telehealth Risks**

Among the benefits of our services are improved access to healthcare and convenience. However, as with any health service, there are potential risks associated with the use of technology.

These risks include, but may not be limited to:

- In rare cases, information transmitted may be insufficient for healthcare decision making.
- Disruptions can occur due to failures of the electronic equipment or internet connection, which could delay care. If this happens, you may be contacted by phone or other means of communication in order to reschedule your appointment or direct you to in person care.
- In rare cases a lack of access to all of your health records may result in adverse drug interactions or other errors.
- Although we incorporate strong security protocols to protect the confidentiality of your health information, in rare instances security protocols can fail, causing a breach of confidentiality and privacy of personal medical records.

## **Payment and Billing Practices**

Each bill for all charges must be paid by the date shown on the bill. Your insurance may cover some or all of our services. You understand that if your health insurance coverage does not pay the charges for your services in full, you may be fully or partially responsible for payment. If you have to pay a deductible, copayment or coinsurance for your healthcare, the usual cost-sharing rules will apply. If you request, we will work with you to determine what your charges will be. By providing us with your credit card information, you understand that you are authorizing us to charge your credit card for agreed upon purchases and save your credit card information for future transactions on your account.

You agree that all people or companies (third parties) who pay any part of your Doctor On Demand Professionals bill shall pay these amounts directly to Doctor On Demand Professionals. You understand that you must pay Doctor On Demand Professionals any costs not paid by your insurance or other third parties, unless state or federal regulations do not allow this.

## **Privacy & Communications**

## Privacy

For information about our use and disclosure of your health information and other personal information and the rights you have regarding such information, please refer to our Notice of Privacy Practices (“NPP”) and Included Health Privacy Policy. By using our services, you acknowledge receipt of the NPP.

## Group Therapy

If you and a Healthcare Professional decide to engage in group or couples therapy (collectively “Group Therapy”), you understand that information discussed in Group Therapy is for therapeutic purposes and is not intended for use in any legal proceedings involving Group Therapy participants. You agree not to subpoena the Healthcare Professional to testify for or against other Group Therapy participants or provide records in court actions against other Group Therapy participants. You understand that anything any Group Therapy participant tells the Healthcare Professional individually, whether on the phone or otherwise, may at the therapist’s discretion be shared with the other Group Therapy participants. You agree to share responsibility with the Healthcare Professional for the therapy process, including goal setting and termination.

## Additional State-Specific Notifications:

### California: You have been informed of the following notice:

#### NOTICE TO PATIENTS

Medical doctors are licensed and regulated by the Medical Board of California. To check up on a license or to file a complaint go to [www.mbc.ca.gov](http://www.mbc.ca.gov), email: [licensecheck@mbc.ca.gov](mailto:licensecheck@mbc.ca.gov), or call (800) 633-2322.

### New York: You have been informed of the following notice:

#### NOTICE TO PATIENTS

The Office of Professional Medical Conduct reviews all complaints of professional medical misconduct against licensed physicians, physician assistants and specialist assistants, including complaints of sexual harassment and assault. As a patient, you have a right to file a complaint if you believe your physician may have committed professional misconduct. To file a complaint go to [www.health.ny.gov/professionals/doctors/conduct/](http://www.health.ny.gov/professionals/doctors/conduct/), or call 1-800-663-6114.

### Texas: 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](http://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](http://www.tmb.state.tx.us).

## **Telehealth Informed Consent**

1. I hereby consent to receiving Doctor On Demand Professionals services via telehealth technologies. I understand that Doctor on Demand Professionals and its Health Care Professionals offer telehealth-based medical services, but that these services do not replace the relationship between me and my primary care doctor. I also understand it is up to Doctor On Demand Professionals to determine whether or not my specific clinical needs are appropriate for a telehealth encounter.
2. I understand that federal and state law requires health care providers to protect the privacy and the security of health information. I understand that Doctor On Demand Professionals will take steps to make sure that my health information is not seen by anyone who should not see it. I understand that telehealth may involve electronic communication of my personal medical information to other health practitioners who may be located in other areas, including out of state.
3. I understand there is a risk of technical failures during the telehealth encounter beyond the control of Doctor On Demand Professionals. I agree to hold harmless Doctor On Demand Professionals for delays in evaluation or for information lost due to such technical failures.
4. I understand that I have the right to withhold or withdraw my consent to the use of telehealth in the course of my care at any time, without affecting my right to future care or treatment. I understand that I may suspend or terminate use of the telehealth services at any time for any reason or for no reason. I understand that if I am experiencing a medical emergency, that I will be directed to dial 9-1-1 immediately and that Doctor On Demand Professionals providers are not able to connect me directly to any local emergency services.

5. I understand that I may expect the anticipated benefits from the use of telehealth in my care, but that no results can be guaranteed or assured.

6. I understand that my healthcare information may be shared with other individuals for scheduling and billing purposes. Persons may be present during the consultation other than Doctor On Demand Professionals provider in order to operate the telehealth technologies. I further understand that I will be informed of their presence in the consultation and thus will have the right to request the following: (1) omit specific details of my medical history/examination that are personally sensitive to me; (2) ask non-medical personnel to leave the telehealth examination; and/or (3) terminate the consultation at any time.

7. I understand that there is no guarantee that I will be issued any prescription and that the decision of whether a prescription is appropriate will be made in the professional judgment of my provider. If my provider issues a prescription, I have the right to select the pharmacy of my choice.

8. I understand that if I participate in a consultation, that I have the right to request a copy of my medical records which will be provided to me at reasonable cost of preparation, shipping and delivery.

## **Part 2**

# **Member Rights and Responsibilities**

SCOPE: All Included Health Members

At Included Health, we recognize the importance of effective communication between you and our team. We encourage you to ask questions and share concerns as they arise so that those partnering with you can provide prompt, courteous solutions to any issues that may come up.

We also recognize that all members have basic rights, and we are committed to honoring these rights. Likewise, Included Health has a right to expect reasonable and responsible behavior from members that allow us to provide the best service possible. The following is a summary of rights and responsibilities that we believe serve as a foundation for a good relationship between you, the member, and your Included Health team.

## **Member Rights**

As a member, you have a right to the following:

- To be treated with courtesy and respect by all of our staff.
- To receive information that is easy to understand.

- To be supported by our staff while you work in collaboration with our team.
- To request information about all services available to you, even if a service is not covered, and to discuss these options with your Included Health team.
- To know how we manage personal information in accordance with our [Privacy Policy](#).
- To know who can access your information.
- To know our staff's experience and qualifications.
- To know the name of clinicians and staff involved in your care.
- To know how to request a change in staff involved in your care.

## Complaints

As a member you have a right to:

- File a complaint with Included Health
- Know how much time it should take for our staff to respond to and resolve your complaint and issues of quality.
- Know how to file a complaint

In order to file a complaint you can:

- Call (800) 929-0926 and speak with a Service Representative
- Instant message through our app
- Send a message through your encounter/case
- Write and mail to:

Included Health

Attn: Quality Team

One California Street, Ste. 2300

San Francisco, CA 94111

## Member Responsibilities

As a member, you have the following responsibilities:

- To tell your care team if you have concerns or do not think you can take the steps to improve your health that you discussed with your team.
- Provide correct and complete information about your health issues and medical history so that we can work together to improve your health.
- To cooperate with agreed-on treatment plans.
- To meet your financial responsibilities with regard to medical care provided when applicable.
- Treat your care team with respect and maintain civil language and conduct.

- To comply with the Included Health [Terms of Service](#) and [Privacy Policy](#).

## Questions

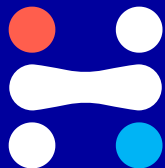
If you have questions or concerns about these Terms, see the below contact options:

- You may contact us by mail at:

Included Health, Inc.  
1 California Street, Ste. 2300  
San Francisco, CA 94111

- You may email us at [support@includedhealth.com](mailto:support@includedhealth.com).
- If you are registered, you may submit a message through the “chat” experience once logged-in.
- Or you may call our general support toll free line at (855) 431-5533.

Call us: [855-431-5533](tel:855-431-5533)



### Who we help

Buyers

Employers

Health Plans

Consultants

Labor & Trust

Members

### Our Solutions

All-Included Care™

Health Navigation

Mental Health

Virtual Primary Care

Online Urgent Care

Expert Opinions

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LGBTQ+ Health

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