

## **The Clinic by Cleveland Clinic**

### **PRIVACY POLICY**

At The Clinic by Cleveland Clinic your privacy is important to us. Our Privacy Notice describes the information we collect, how we collect the information, the reasons we collect information, and how we share or use the information we collect. This Privacy Notice also describes the choices you have with the information we collect, including how you can manage, update, or request to delete information.

Please take a moment to review this Privacy Notice. You may scroll through this Privacy Notice or use the headings below. It is important that you understand this Privacy Notice. By using our Platform, you are agreeing to the terms of this Privacy Notice. If you have any questions or concerns about this Privacy Notice, you may [Contact Us](#) at any time.

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## I. Who is The Clinic by Cleveland Clinic?

The Clinic by Cleveland Clinic is a visionary joint venture that combines the unrivaled clinical expertise of Cleveland Clinic with Amwell's industry-leading telehealth platform. Through innovative solutions like our Virtual Second Opinions, we enable easy, secure access to the highest quality medical expertise.

The Clinic is not a medical group or a health care provider. The Clinic provides its users with the ability to obtain telehealth clinical consultations, including virtual second opinion services provided by independent medical practitioners including, but not limited to, American Well Medical Group CA P.C., Amwell Medical Group AK P.C., Amwell Medical Group NJ P.C., Amwell Medical Group TX P.A. (collectively, "**Medical Group**"), The Clinic contracts with the Medical Group, which are independent medical groups with a network of United States based health care providers (each, a "Provider") to provide online telehealth clinical consultations, including virtual second opinion services. All of the Providers participating in the Virtual Second Opinion program are Cleveland Clinic Physicians.

## II. Key Terms & Definitions and Our Privacy Notice

It is helpful to start by explaining some of our key terms and definitions used in this Privacy Notice.

| Key Term             | Definition  |
|----------------------|---|
| App                  | Virtual Second Opinions by Cleveland Clinic, our mobile application   |
| Personal Information | Any information relating to an identified or identifiable individual and any information listed <a href="#">here</a> .  |
| Platform             | Our App, Software, Websites, and the non-medical business support services.   |
| Privacy Notice       | This privacy policy.  |
| Services             | Any of the clinical services provided by the Medical Group or Providers through the connectivity and use of our Platform. The Services are not provided by The Clinic. The Services are provided by the Medical Group and independent Providers and made available through our Websites, App, and Software. |

|   |   |
|---|---|
| Software  | Converge, a licensed software platform, provided by American Well Corporation and Orbital Health.   |
| Terms of Use  | Our terms of use located <a href="#">here</a> .   |
| our "Website(s)"  | Our websites, including: <ul style="list-style-type: none"> <li>• <a href="https://virtual2ndopinionbycc.io/">https://virtual2ndopinionbycc.io/</a></li> <li>• <a href="https://globalvso.io/">https://globalvso.io/</a></li> <li>• <a href="https://www.clinicbyclevelandclinic.com/">https://www.clinicbyclevelandclinic.com/</a></li> <li>• <a href="https://my.clevelandclinic.org/online-services/virtual-second-opinions">https://my.clevelandclinic.org/online-services/virtual-second-opinions</a></li> </ul> |
| "The Clinic by Cleveland Clinic," "The Clinic,"<br>"we," "us," or "our" | CCAW JV, LLC d/b/a The Clinic by Cleveland Clinic   |

### **When does our Privacy Notice apply?**

This Privacy Notice describes the types of information we may collect from you when:

- You visit or use our Platform, including our Website, App, and/or Software;
- We communicate in e-mail, text message, and other electronic messages between you and us; and
- We communicate in person, such as on the phone or through a telehealth visit.

### **When does our Privacy Notice not apply?**

This Privacy Notice does not apply to information collected by any other website operated either by us or by a third party, unless the website is listed above or links to this Privacy Notice. It also does not apply to any website that we may provide a link to or that is accessible from our Platform.

This Privacy Notice does not apply to information collected from users who log-in and authenticate to the password-protected and secure portions of our Platform (the "**Secure Platform**"). The Secure Platform allows users who obtain the Services ("**Customers**") to perform certain functions or obtain the Services (such as telehealth visits from Medical Group or Providers). Information collected and stored by us or added by Customers into the Secure Platforms may be considered Protected Health Information ("**PHI**") and/or medical information and is governed by applicable state and federal laws that apply to that information, for example the Health Insurance Portability and Accountability Act ("**HIPAA**"). How we use and disclose such PHI is in accordance with the applicable Notice of Privacy Practices provided to you by the Medical Group. We will not use or disclose PHI collected from the Secure Platform or received from Medical Group or the Provider for advertising or marketing.

The Notice of Privacy Practices (and not this Privacy Notice) also applies to Personal Information collected on our Platform if specific symptoms or health conditions are also collected, as such information may be considered PHI under HIPAA.

### **Our Privacy Notice and Terms of Use.**

This Privacy Notice is incorporated into our Terms of Use, which also apply when you use our Platform.

### III. Personal Information

#### **What is Personal Information?**

Personal Information is information from and about you that may be able to personally identify you. We treat any information that may identify you as Personal Information. For example, your name and e-mail address are Personal Information.

#### **What types of Personal Information do we collect?**

We may collect and use the following Personal Information (hereinafter, collectively referred to as “Personal Information”):

| <b>Categories of Personal Information</b>  | <b>Specific Types of Personal Information Collected</b>  |
|--|--|
| Personal Identifiers   | Legal first and last name, mailing address, birth date, and e-mail address.  |
| Information that identifies, relates to, describes, or is capable of being associated with a particular individual | Legal first and last name, mailing address, physical characteristics or description, telephone number, credit card number, debit card number, or other financial information, health or medical information. |
| Characteristics of protected classifications under California or federal law.                                      | Race, Medical Condition, Genetic Information, Sex/Sex Life, Color, Age, National origin, or Disability   |
| Biometric information  | Photos, video, and voice   |
| Internet or other electronic network activity information  | IP address, OS version, operating system, and log file.  |

#### **How do we collect your Personal Information?**

We collect most of this Personal Information directly from you. For example, when we speak to you by phone, text message, and e-mail. Additionally, we will collect information from you when you visit our Website or App and fill out forms, use our Software, or purchase the Services.

We may also collect Personal Information in the following ways:

- **When you register with the Platform or schedule an appointment.**
- **When you make payments through the Platform.** We do not collect or store financial account information, though we may receive transaction identifiers and summary information that does not include credit card or bank account numbers.

- **When You Contact Us.** When you contact The Clinic by Cleveland Clinic directly, such as when you contact our Customer Support team, we will receive the contents of your message or any attachments you may send to us, as well as any additional information you choose to provide.
- **Obtaining Prior Medical Records.** We may also obtain information related to you when we request medical records on your behalf. This information will be treated as PHI and subject to the Medical Group's Notice of Privacy Practices.

We will also collect information automatically as you navigate through our Platform. We use the following technologies to automatically collect data:

- **Cookies.** We and our service providers may use cookies, web beacons, and other technologies to receive and store certain types of information whenever you interact with the Platform or Services through your computer or mobile device. A "cookie" is a small file or piece of data sent from a website and stored on the hard drive of your computer or mobile device. Some of the cookies we use are "session" cookies, meaning that they are automatically deleted from your hard drive after you close your browser at the end of your session. Session cookies are used to optimize performance of the Website and to limit the amount of redundant data that is downloaded during a single session. We also may use "persistent" cookies, which remain on your computer or device unless deleted by you (or by your browser settings). We may use persistent cookies for various purposes, such as statistical analysis of performance to ensure the ongoing quality of our Platform and/or the Services. We and third parties may use session and persistent cookies for analytics and advertising purposes, as described herein. On your computer, you may refuse to accept browser cookies by activating the appropriate setting on your browser, and you may have similar capabilities on your mobile device in the preferences for your operating system or browser. However, if you select this setting you may be unable to access or use certain parts of our Platform or the Services. Unless you have adjusted your browser or operating system setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Platform.
- **Google Analytics.** We use Google Analytics, a web analytics service provided by Google, Inc. ("Google") to collect certain information relating to your use of our Platform. Google Analytics uses cookies, to help our Platform analyze how users use our Website. You can find out more about how Google uses data when you visit our Platform by visiting "How Google uses data when you use our partners' sites or apps", (located at [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/)). For more information, please visit Google and pages that describe Google Analytics, such as [www.google.com/analytics/learn/privacy.html](http://www.google.com/analytics/learn/privacy.html).
- **Google Ads (AdWords).** Google Ads (AdWords) remarketing service is provided by Google Inc. You can opt-out of Google Analytics for Display Advertising and customize the Google Display Network ads by visiting the Google Ads Settings page: <http://www.google.com/settings/ads>. Google also recommends installing the Google Analytics Opt-out Browser Add-on – <https://tools.google.com/dlpage/gaoptout> – for your web browser. Google Analytics Opt-out Browser Add-on provides visitors with the ability to prevent their data from being collected and used by Google Analytics. For more information on the privacy practices of Google, please visit the Google Privacy Terms web page: <https://policies.google.com/privacy?hl=en>.
- **Hubspot.** We use Hubspot, a service provided by Hubspot, Inc. Hubspot uses web beacons and cookies stored on your computer and enabled to allow us to analyze the use of our Websites. HubSpot evaluates the collected information (e.g. IP address, geographical location, type of browser, duration of the visit, and pages accessed) on our behalf in order to generate reports on the visit and the pages visited. You can find more information on the data collected by HubSpot and its processing in HubSpot's privacy policy: <https://legal.hubspot.com/privacy-policy>. You can find more information on the cookies used by HubSpot [here](#) and [here](#). If you generally do not want HubSpot to collect data, you can prevent cookies from being stored at any time using your [browser settings](#).
- **LinkedIn.** We use LinkedIn cookies to, among other activities, store and track visits across websites. You can find more information on the data collected by LinkedIn by visiting their Privacy Policy: <https://www.linkedin.com/legal/privacy-policy>.
- **Stripe.** We use Stripe as our payment processor. In order to allow Stripe to function properly, a cookie is stored on your browser, which assists Stripe in detecting and preventing fraud. These are considered

session cookies and typically only remain on your browser for 24 hours. For more information on Stripe, please visit their [privacy policy](#).

- **Survey Monkey.** We use SurveyMonkey's web forms to collect user information. These web forms, customized to our specific needs, capture a variety of user data such as user experiences, preferences, and suggestions, thereby providing us with valuable insights to improve our services and products.
- **Other third party tools.** We use other third party tools which allow us to track the performance of our Platform. These tools provide us with information about errors, app and website performance, and other technical details we may use to improve our Platform and/or the Services. For more information related to these third-party analytics providers please review [How do we collect your Personal Information?](#)

### **How do we use your Personal Information?**

We may use your Personal Information for the following purposes:

- Operate, maintain, supervise, administer, and enhance our Platform or the Services, including monitoring and analyzing the effectiveness of content on the Platform, aggregate site usage data, and other usage of the Platform and/or the Services such as assisting you in completing the registration process.
- Provide the Platform and Services to you, in a custom and user-friendly way.
- Provide you with information that you request from us or that may be of interest to you.
- Promote and market our Platform and/or the Services to you. For example, we may use your Personal Information, such as your e-mail address, to send you news and newsletters, special offers, and promotions, or to otherwise contact you about Products or information we think may interest you. We also may use the information that we learn about you to assist us in advertising our services on third party websites. You can opt-out of receiving these e-mails at any time as described below.
- To provide you notices or about your account.
- Contact you in response to a request.
- To notify you about changes to our Platform and/or the Services or any Products we offer or provide through them.
- Fulfill any other purpose related to the provision or receipt of the Services for which you provide it.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- Anonymize and aggregate information for analytics and reporting.
- To respond to law enforcement requests, court orders, and subpoenas and to carry out our legal and contractual obligations.
- Authenticate use, detect fraudulent use, and otherwise maintain the security of our Platform and the safety of others.
- To administer surveys and questionnaires.
- To provide you information about goods and services that may be of interest to you, including through newsletters.
- Any other purpose with your consent.

### **How do we share your Personal Information?**

We may share Personal Information with third parties in certain circumstances or for certain purposes, including:

- **Our business purposes.** We may share your Personal Information with our affiliates, vendors, service providers, and business partners, including our data hosting and data storage partners, analytics and advertising providers, technology services and support, and data security advisors. We

may also share your Personal Information with professional advisors, such as auditors, law firms, and accounting firms.

- **Your healthcare providers or family.** We may share your information, including information collected from your use of our Platform, with your health care providers and/or family members (e.g., immediate family or friends) that you designate to receive your information in accordance with this Privacy Policy and our Notice of Privacy Practices.
- **With your consent.** We may share your Personal Information if you request or direct us to do so.
- **Compliance with law.** We may share your Personal Information to comply with applicable law or any obligations thereunder, including cooperation with law enforcement, judicial orders, and regulatory inquiries.
- **Business Transfer.** We may share your Personal Information to a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of a bankruptcy, liquidation, or similar proceeding, in which Personal Information held by us about our users are among the assets transferred.
- **To enforce our rights.** We may share your Personal Information to enforce any applicable terms and conditions and Terms of Use, and to ensure the safety and security of the Services and our users.
- **De-identified information.** We may also disclose de-identified information, so that it cannot be reasonably used to identify any individual, with third parties for marketing, advertising, research, or similar purposes.
- **To improve our Platform.** We may use your Personal Information for internal testing, research, analysis, and product development, including to develop and improve our website/application, and to develop, improve, or demonstrate our products and services.
- **To market our products and services.** We may share your Personal Information with affiliates and third parties to market our products and services.
- **Third Party Analytics.** We use Google Analytics to understand and evaluate how visitors interact with our Platform and/or the Services. These tools help us improve our Platform and/or the Services, performance, and your experience.

### **Your choices about how we share your Personal Information.**

This section of our Privacy Notice provides details and explains how to exercise your choices. We offer you choices on how you can opt out of our use of tracking technology, disclosure of your Personal Information for our advertising to you, and other targeted advertising. **We do not control the collection and use of your information collected by third parties.** These third parties may aggregate the information they collect with information from their other customers for their own purposes. You can opt out of third parties collecting your Personal Information for targeted advertising purposes in the United States by visiting the [National Advertising Initiative's \(NAI\) opt-out page](#) and the [Digital Advertising Alliance's \(DAA\) opt-out page](#).

Each type of web browser provides ways to restrict and delete cookies. Browser manufacturers provide resources to help you with managing cookies. Please see below for more information.

- [Google Chrome](#)
- [Internet Explorer](#)
- [Mozilla Firefox](#)
- [Safari \(Desktop\)](#)
- [Safari \(Mobile\)](#)

For other browsers, please consult the documentation that your browser manufacturer provides.

If you do not wish to have your e-mail address used by The Clinic to promote our own Products and the Services, you can opt-out at any time by clicking the unsubscribe link at the bottom of any e-mail or other marketing



communications you receive from us or logging onto your Account Preferences page. This opt out does not apply to information provided to The Clinic as a result of a product purchase, or your use of our Platform and/or the Services. You may have other options with respect to marketing and communication preferences through our Platform.

You may also see certain ads on other websites because we participate in advertising networks. Ad networks allow us to target our messaging to users through demographic, interest-based, and contextual means. These networks track your online activities over time by collecting information through automated means, including through the use of cookies, web server logs, and web beacons. The networks use this information to show you advertisements that may be tailored to your individual interests.

#### **How do I access and correct my Personal Information?**

You can review and change your Personal Information by logging into our Platform and visiting either the profile sections of our Platform. You may also [Contact Us](#) to inform us of any changes or errors in any Personal Information we have about you to ensure that it is complete, accurate, and as current as possible or to delete your account. We cannot delete your Personal Information except by also deleting your account with us. We may also not be able to accommodate your request if we believe it would violate any law or legal requirement or cause the information to be incorrect.

#### **IV. Who may use the Services?**

The Clinic operates subject to state and federal regulations, and the Platform and/or the Services may not be available in your state. Our Platform is designed for use by individuals in the United States only. You represent that you are not a person barred from enrolling for or receiving the Services under the laws of the United States or other applicable jurisdictions in which you may be located. Access to and use of the Platform and/or the Services is limited exclusively to users located in states within the United States where the Platform and/or the Services is/are available. The Platform and/or the Services are not available to users located outside the United States. Accessing the Platform and/or obtaining the Services from jurisdictions where content is illegal, or where we do not offer the Platform and/or the Services, is prohibited.

#### **V. Children's Privacy**

The Clinic understands the importance of protecting children's privacy in the interactive online world. Our Platform is not designed for, or intentionally targeted at, individuals under the age of 18. It is not our policy to intentionally collect or maintain information about anyone under the age of 18. No one under the age of 18 should submit any Personal Information to the Platform, and if we learn that we have collected or received Personal Information from a child under 18, we will delete that information. If you are the parent or guardian of an individual under 18 years of age whom you believe might have provided us with their Personal Information, you may [Contact Us](#) to request that the Personal Information be deleted.

#### **VI. Does The Clinic respond to Do Not Track signals?**

Some web browsers have a "Do Not Track" feature. This feature lets you tell websites you visit that you do not want to have your online activity tracked. These features are not yet uniform across browsers. Our Website will honor a Do Not Track signal if the signal is communicated to the Website.

#### **VII. Data Security**

We have taken steps and implemented administrative, technical, and physical safeguards designed to protect against the risk of accidental, intentional, unlawful, or unauthorized access, alteration, destruction, disclosure, or use. The Internet is not 100% secure and we cannot guarantee the security of information transmitted through the Internet. Where you have been given or you have chosen a password, it is your responsibility to keep this password confidential.

The sharing and disclosing of information via the internet is not completely secure. We strive to use best practices and industry standard security measures and tools to protect your data. However, we cannot guarantee the security of Personal Information transmitted to, on, or through our Services. Any transmission of Personal Information is at your own risk. We are not responsible for the circumvention of any privacy settings or security measures contained on our Platform, in your operating system, or mobile device.

#### **VIII. Text Messaging**



You may have the opportunity to receive SMS or "text" messages, pre-recorded voice messages or auto-dialed phone calls from The Clinic, its affiliates and related entities as well as third parties. Such messaging may be used to authenticate your identity or mobile device, as well as provide you with informational updates about services or products you may have requested. In providing your mobile device number or cell phone number to the The Clinic, you knowingly consent to such communications from The Clinic or for the Clinic to use your cell phone number or mobile device number in accordance with The Clinic's Terms of Use. In providing your number, you represent that you have the authority to agree to receive text messages at the telephone number that you provide to The Clinic, or from which you sent the text message request to us. You further acknowledge that no purchase is required to opt into this service, and you may opt out of receiving such texts at any time by following the instructions from The Clinic. Care should always be taken to limit the Personal Information included in such messages. PHI should never be sent via text message and should only be sent and received through the Secure Portal. Any such communications you receive from us will be administered in accordance with your preferences and this Policy.

#### **IX. California's Shine the Light Law.**

California Civil Code Section 1798.83 (California's "Shine the Light" law) permits users of our Platform and/or the Services that are California residents and who provide Personal Information in obtaining products and services for personal, family, or household use to request certain information regarding our disclosure of Personal Information to third parties for their own direct marketing purposes. If applicable, this information would include the categories of Personal Information and the names and addresses of those businesses with which we shared your Personal Information with for the immediately prior calendar year (e.g., requests made in 2023 will receive information regarding such activities in 2022). You may request this information once per calendar year. To make such a request, please [Contact Us](#) using the information below.

#### **X. Changes to our Privacy Notice**

We may update our Privacy Notice periodically to reflect changes in our privacy practices, laws, and best practices. We will post any changes we make to our Privacy Notice on this page with a notice that the Privacy Notice has been updated on our Website's homepage. If we make material changes to our practices with regards to the Personal Information we collect from you, we will notify you by e-mail to the e-mail address specified in your account and/or through a notice on the Platform. The date this Privacy Notice was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable e-mail address for you, and for periodically accessing the Platform and reviewing this Privacy Notice to check for any changes.

#### **XI. Contact Us**

If you have any questions, concerns, complaints or suggestions regarding our Privacy Notice or otherwise need to contact us, you may contact us at the contact information below or through the "Contact Us" page on the Platform.

##### **How to Contact Us:**

##### **The Clinic by Cleveland Clinic**

10000 Cedar Avenue

Cleveland, OH 44016

**Telephone:** (216) 444-4357

**E-mail:** [VSO@theclinic.io](mailto:VSO@theclinic.io)

*Effective Date: January 1, 2024*

## **NOTICE OF PRIVACY PRACTICES**

### **AMWELL MEDICAL GROUP**

**CONSISTING OF: ONLINE CARE NETWORK II PC, AMERICAN WELL PHYSICIANS NJ PC, ONLINE CARE GROUP ALASKA PC, ONLINE CARE GROUP TEXAS PA, AMERICAN WELL MEDICAL GROUP CA PC, AMWELL MEDICAL GROUP NJ PC, AMWELL MEDICAL GROUP AK PC, AND AMWELL MEDICAL GROUP TX PA (COLLECTIVELY, "PROVIDER")**

**For more information, contact the Provider:**

**Chief Privacy Officer  
75 State St., 26<sup>th</sup> Floor  
Boston, MA 02109  
(617) 204-3500**

*Your Information. Your Rights. Our Responsibilities.*

**This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.**

### *Your Rights*

You have the right to:

- Get a copy of your electronic medical record
- Correct your electronic medical record
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

### *Your Choices*

You have some choices in the way that we use and share information as we:

- Tell family and friends about your condition
- Provide mental health care
- Market our services and sell your information

### *Our Uses and Disclosures*

We may use and share your information as we:

- Treat you

- Run our organization
- Bill for your services
- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests
- Work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

*Continue reading for more detailed information . . .*

### *Your Rights*

**When it comes to your health information, you have certain rights.** This section explains your rights and some of our responsibilities to help you.

#### **Get an electronic or paper copy of your medical record**

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

#### **Ask us to correct your medical record**

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

#### **Request confidential communications**

- You can ask us to contact you in a specific way (for example, home or office phone or email) or to send mail to a different address.
- We will say “yes” to all reasonable requests.

#### **Ask us to limit what we use or share**

- You can ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say “no” if it would affect your care.
- If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say “yes” unless a law requires us to share that information.

#### **Get a list of those with whom we’ve shared information**

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.

- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We'll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

#### **Get a copy of this privacy notice**

You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. Upon request, we will provide you with a paper copy promptly.

#### **Choose someone to act for you**

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

#### **File a complaint if you feel your rights are violated**

- You can complain if you feel we have violated your rights by contacting us.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/)
- We will not retaliate against you for filing a complaint.

#### *Your Choices*

**For certain health information, you can tell us your choices about what we share.** If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

You have the right to tell us to:

- Share information with your family, close friends, or others involved in your care (or not to) *If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.*

In these cases we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes

In addition, mental health records may be withheld from you if your clinician determines that disclosure would be detrimental to you.

#### *Our Uses and Disclosures*

#### **How do we typically use or share your health information?**

We typically use or share your health information in the following ways.

#### **Treat you**

We can use your health information and share it with other professionals who are treating you.

*Example: A doctor treating you for an injury asks another doctor about your overall health condition.*

**Run our organization**

We can use and share your health information to run our practice, improve your care, and to contact you when necessary. Example: We use health information about you to manage your treatment and services.

**Bill for your services**

We can use and share your health information to bill and get payment from health plans or other entities. *Example: We give information about you to your health insurance plan so it will pay for your services.*

How else can we use or share your health information?

**We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see:**

[www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html).

**Help with public health and safety issues**

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

**Do research**

We can use or share your information for health research.

**Comply with the law**

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

**Respond to organ and tissue donation requests**

We can share health information about you with organ procurement organizations.

**Work with a medical examiner or funeral director**

We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

**Address workers' compensation, law enforcement, and other government requests** We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

### **Respond to lawsuits and legal actions**

We can share health information about you in response to a court or administrative order, or in response to a subpoena.

### *Our Responsibilities*

- **We are required by law to maintain the privacy and security of your protected health information.**
- **We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.**
- **We must follow the duties and privacy practices described in this notice and give you a copy of it upon request.**
- **We never sell identifiable personal information.**
- **We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind, and your updated instructions will apply to any future requests for information that we receive.**
- Federal and state laws may place additional limitations on the disclosure of your health information related to drug or alcohol abuse treatment programs, sexually transmitted diseases, genetic information, or mental health treatment programs. When required by law, we will obtain your authorization before releasing this type of information.

**For more information see:** [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html).

### *Changes to the Terms of this Notice*

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request.

### *Patient Bill of Rights*

Many states have adopted a patient bill of rights applicable to patients of physicians and/or hospitals and other health care facilities. Some of those states require that physicians provide a copy of the bill of rights to their patients. The portion of the bill of rights that is relevant to the Service is provided to you here on behalf of OCN. Please note that it includes patient responsibilities as well.

A patient has the right to be treated with courtesy and respect, with appreciation of his or her individual dignity, and with protection of his or her need for privacy.

A patient has the right to a prompt and reasonable response to questions and requests within the context of the Service.

A patient has the right to know who is providing medical services and who is responsible for his or her care.

A patient has the right to know what patient support services are available, including whether an interpreter is available if he or she does not speak English.

A patient has the right to know what rules and regulations apply to his or her conduct.

A patient has the right to be given information by the health care clinician concerning diagnosis, planned course of treatment, alternatives, risks, and prognosis.

A patient has the right to refuse any treatment provided via the Service unless otherwise required by law.

A patient has the right to receive a copy of a reasonably clear and understandable, itemized bill and/or receipt and, upon request, to have the charges explained.

A patient has the right to impartial access to medical treatment or accommodations, regardless of race, national origin, religion, handicap, or source of payment, subject to the technical limitations of the Service.

A patient has the right to express grievances regarding any violation of his or her rights, as stated in state law, through the grievance procedure of the clinician which served him or her and to the appropriate state licensing agency.

A patient is responsible for providing to the Provider, to the best of his or her knowledge, accurate and complete information about present complaints, past illnesses, hospitalizations, medications, and other matters relating to his or her health.

A patient is responsible for reporting unexpected changes in his or her condition to the Provider. A patient is responsible for reporting to the Provider whether he or she comprehends a contemplated course of action and what is expected of him or her.

A patient is responsible for following the treatment plan recommended by the Provider.

A patient is responsible for his or her actions if he or she refuses treatment or does not follow the Provider's instructions.

### *Missed Appointment Policy*

We reserve the right to charge you a \$40 cancellation fee for missing a scheduled psychiatry or therapy appointment or for failing to cancel/reschedule within 24-hours. This is not a penalty, rather it is an estimation of the cost we incur for a missed appointment. Our goal is to provide our patients with quality care in a timely manner. Psychiatry and therapy appointments are in high demand. A missed appointment prevents other patients from receiving care. To cancel your appointment: log into your account and click the Calendar icon. Select the appointment you would like to cancel and click Cancel.

### *Appointment Reminders*

We may send you text messages to remind you of your upcoming scheduled appointments. You agree that we may use the phone number we have on file for you to send those texts. Text messaging is an inherently insecure method of communication, and there is risk that text messages regarding your upcoming appointment could be accessed or intercepted and read by a third party. By agreeing to receive text messages, you acknowledge and agree to accept this risk. You may opt-out of receiving text messages at any time. From the web: Log into your account and select Account. On the Account page,



select Preferences. Locate the Appointment Text Reminders preference and select Edit, toggle the response to No. From a mobile device: Log into your account and select the More icon. Select My Preferences > Appointment Text Reminders > Disable Text Reminders. You can also opt-out of receiving future text messages by replying “STOP” to an appointment reminder SMS or by calling us at 1-800-7978971.

*State Specific Notifications (See Below For State Specific Mental Health Notifications)*

**FOR CALIFORNIA RESIDENTS**

You or your legal representative retains the option to withhold or withdraw consent to receive health care services via the Service at any time without affecting your right to future care or treatment nor risking the loss or withdrawal of any benefits to which you or your legal representative would otherwise be entitled.

All existing confidentiality protections apply.

All existing laws regarding patient access to medical information and copies of medical records apply.

Dissemination of any of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent.

All provisions herein, including your informed consent to receive services via the Service are for the benefit of the treating clinician as well as for your benefit.

**NOTICE**

**Medical doctors are licensed and regulated by the Medical Board of California**  
**(800) 632-2322** [www.mbc.ca.gov](http://www.mbc.ca.gov)

**FOR CONNECTICUT RESIDENTS**

You can verify a practitioner’s license number directly with the State of Connecticut through their primary source database which contains up-to-date information. Please visit the Connecticut eLicense web portal at <https://www.elicense.ct.gov/Lookup/LicenseLookup.aspx> to search by the practitioner’s first and last name.

**FOR FLORIDA RESIDENTS**

Each clinician’s hours are variable. To access a clinician’s in-office schedule, go to that clinician’s login page where the clinician’s in-office hours are posted.

**FOR GEORGIA RESIDENTS**

**Patient Right to Know**

The patient has the right to file a grievance with the Georgia Composite Medical Board concerning the physician, staff, office, and treatment received. The patient should either call the Board with such a complaint or send a written complaint to the Board. The patient should be able to provide the physician or practice name, the address, and the specific nature of the complaint.

#### FOR INDIANA RESIDENTS

Unless your clinician specifically discloses otherwise, with the exception of charges for services delivered to patients, clinicians do not have any financial interest in any information, products, or services offered through the Service.

I expressly consent to clinicians forwarding my patient identifiable information to the third party payor responsible for the Service or its designee. I agree that I will hold harmless said payor(s), American Well Corporation and Provider for any loss of information due to a technical failure.

#### **Notice Concerning Complaints**

You may either file a complaint online or download the appropriate complaint form found at <http://www.indianaconsumer.com/filecomplaint.asp>. If downloading, you must complete, sign, print, and mail it, along with copies of all relevant supporting documentation to:

Consumer Protection Division  
Office of the Indiana Attorney General  
302 W. Washington St., 5th Floor  
Indianapolis, IN 46204

You can also request a complaint form by calling 800-382-5516 or 317-232-6330.

#### FOR KANSAS RESIDENTS

Notice to Patients: Required Signage for K.A.R. 100-22-6

Prepared by the State Board of Healing Arts

April 5, 2007

#### NOTICE TO PATIENTS

It is unlawful for any person who is not licensed under the Kansas Healing Arts Act to open or maintain an office for the practice of the healing arts in Kansas.

Questions and concerns regarding this professional practice may be directed to:

#### **KANSAS STATE BOARD OF HEALING ARTS**

235 S. Topeka Boulevard

Topeka, Kansas 66603

PHONE: (785) 296-7413

TOLL FREE: 1(888) 886-7205

FAX: (785) 296-0852

WEBSITE: [www.ksbha.org](http://www.ksbha.org)

#### FOR LOUISIANA RESIDENTS

The relationship between you and the Provider is not intended to replace the relationship between you and other clinicians. The relationship between you and the Provider is supplemental. Your primary care physician is responsible for your overall health care management.

#### FOR MARYLAND RESIDENTS

Our procedure to verify the identification of the individual transmitting the communication:

We verify your identification through the assignment and use of a unique username and password combination. When you sign into the Service, your username and password identify you.

Access to data via the Service is restricted through the use of unique usernames and passwords. The username and password assigned to you are personal to you and you must not share them with any other individual.

When you choose a clinician, you will set up an appointment time. Clinician is hereby providing you with access to Provider's notice of privacy practices. During the appointment, the clinician will communicate with you and respond to your questions in real time.

#### FOR OKLAHOMA RESIDENTS

You always retain the option to withhold or withdraw consent from obtaining health care services via the Service. If you decide that you no longer wish to obtain health care services via the Service, it will not affect your right to future care or treatment, nor will you risk the loss or withdrawal of any program benefits to which you would otherwise be entitled.

Patient access to all medical information transmitted during a telemedicine interaction is guaranteed by the clinician and copies of this information are available at stated costs, which shall not exceed the direct cost of providing the copies.

All existing confidentiality protections apply.

Dissemination of any of any of your identifiable images or information from the telemedicine interaction to researches or other entities shall not occur without your consent.

#### FOR SOUTH DAKOTA RESIDENTS

SHOULD ANY PATIENT WISH TO DISCUSS FEES OR CHARGES, YOU ARE ENCOURAGED TO ASK ABOUT THEM.

#### FOR TEXAS RESIDENTS

An additional in-person medical evaluation may be necessary to meet your needs if the clinician is unable to gather all the clinical information via the Service to safely treat you.

Unless your clinician specifically discloses otherwise, with the exception of charges for services delivered to patients, clinicians do not have any financial interest in any information, products, or services offered through the Service.

The response time for emails, electronic messages and other communications can be found on your clinician's login page.

#### 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, MC263 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 en la Junta de Examinadores Médicos del Estado de Texas, 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, MC263 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)

#### FOR VIRGINIA RESIDENTS

We are happy to maintain your records while you are an active patient or to transfer your records to another practitioner or clinician should you wish to seek care elsewhere. We consider patients inactive if they either ask to have their records transferred or they have not been seen in any of our offices for six years. Our policy is to destroy inactive medical records in accordance with the Virginia Department of Health Professions regulations.

These regulations (18VAC85-20-26) state that practitioners must maintain a patient record for a minimum of six years following the last patient encounter with the following exceptions:

1. Records of a minor child, including immunizations, must be maintained until the child reaches the age of 18 or becomes emancipated, with a minimum time for record retention of six years from the last patient encounter regardless of the age of the child;
2. Records that have previously been transferred to another practitioner or clinician or provided to the patient or his personal representative; or
3. Records that are required by contractual obligation or federal law to be maintained for a longer period of time.

Practitioners must post information or in some manner inform all patients concerning the time frame for record retention and destruction. Patient records can only be destroyed in a manner that protects patient confidentiality, such as by incineration or shredding. For more information from the Virginia Department of Health Professions, go to [www.dhp.virginia.gov/Medicine](http://www.dhp.virginia.gov/Medicine).

#### FOR WISCONSIN RESIDENTS

Patients have the right to receive information regarding fees charged for a health care service, diagnostic test, or procedure identified by the patient and provided by the Provider.

#### *State Specific Mental Health Notifications*

#### FOR DISTRICT OF COLUMBIA RESIDENTS

Your written authorization (which you provide with respect to disclosures required for treatment, payment and health care operations by agreeing to American Well Corporation's Terms of Use) is required for disclosure of mental health information. Subject to a limitation imposed by the mental health professional primarily responsible for your diagnosis and treatment, which may be imposed only if necessary to protect you or another from a substantial risk of imminent and serious physical injury, you are entitled to receive a copy of your mental health record within 30 days of receipt of the request.

#### FOR HAWAII RESIDENTS

Mental health, mental illness, drug addiction and alcoholism records that directly or indirectly identify you shall be kept confidential and may only be disclosed under limited circumstances, including with consent from you or your legal guardian. Disclosures may only be made to third party payors if you are informed and afforded the opportunity to pay directly. If you are a self-pay patient then no disclosure will be made to third party payors. If your access to the Service is provided through an employer or payor arrangement, and a third party pays some or all of the cost of your mental health services, then accessing the Service for this purpose constitutes your agreement to our disclosure of so much information as is required to secure such payment.

#### FOR MICHIGAN RESIDENTS

As long as you have not been found incompetent and do not have a guardian, you have the right to your mental health records. Provider will provide the records to you within 30 days of receipt of your request,

or if you request the records during a course of treatment, by the conclusion or other termination of your course of treatment, if earlier.

#### FOR MINNESOTA RESIDENTS

Upon written request of your spouse, parent, child or sibling, if you are evaluated for or diagnosed with mental illness, clinician must ask you whether you wish to authorize a specific individual to receive information regarding treatment. If authorized, clinician shall communicate about your treatment with such individual. In addition, a Provider providing mental health treatment may disclose limited information to a family member/other person if: the request is in writing; the person lives with, provides care for, or is directly involved in your treatment and that involvement is verified by and documented in the medical record; before disclosure, you are informed in writing of the request, the person making the request, and the reason for the request; your agreement, objection or inability to consent or object is documented in the patient's record; and disclosure is necessary for the patient's treatment.

#### FOR SOUTH DAKOTA RESIDENTS

You have the right of access to your mental health records upon request.