



PROGRAM INSTRUCTIONS

To Keep for Your Records:

- A. Notice of Privacy Practices
- B. Program Agreement

To Return to AbleTo:

- C. Acknowledgement of Receipt of Notice of Privacy Practices
- D. Program Participation Agreement
- E. Self-addressed, stamped envelope

After reviewing the Notice of Privacy Practices, please sign the Acknowledgement of Receipt of Notice of Privacy Practices and the Program Participation Agreement. Please also print your full name and date, before returning the signed documents to AbleTo. A self-addressed, stamped envelope is included for your use.

You can also scan and email the signed Acknowledgement of Receipt of Notice of Privacy Practices and the Program Participation Agreement to service@AbleTo.com or fax the document to (646) 626-7549.

If you have any questions, please feel free to contact us by email or phone, at 1 (866) 287-1802 or service@AbleTo.com.

AbleTo Service Centers hours are Monday to Friday, from 9 a.m. to 8 p.m. (EST). Please leave a message if you are calling after hours and we will return your call as soon as possible.



A. NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. THE PRIVACY OF YOUR HEALTH INFORMATION IS IMPORTANT TO US.

All clinical services accessed through AbleTo are provided by licensed clinical social workers practicing within an independently owned professional services entity, AbleTo Behavioral Health Services, P.C. and other related professional services entities ("AbleTo, P.C."). AbleTo, Inc. manages administrative services for AbleTo, P.C. and does not provide any clinical, mental health or other healthcare provider services. This Notice of Privacy Practices describes how AbleTo, P.C. (and AbleTo, Inc., when acting on behalf of AbleTo, P.C.) may use and disclose health information about you and how you can access this information. Together, AbleTo, Inc. and AbleTo, P.C. are referred to herein as "AbleTo".

OUR COMMITMENT TO YOUR PRIVACY

We understand that information about you and your health is personal. We are committed to safeguarding your personal and protected health information (collectively "PHI"). PHI is any information that can identify you as an individual and your past, present or future physical or mental health condition. This notice will tell you about the ways in which we may use and disclose health information about you. We also describe your rights and certain obligations we have regarding the use and disclosure of health information.

The law requires us to:

- make sure that PHI that identifies you is kept private;
- give you this notice of our legal duties and privacy practices with respect to your PHI; and
- follow the terms of the notice that is currently in effect.

OUR LEGAL DUTY

AbleTo is required by applicable federal and state laws to maintain the privacy of your PHI. We are also required to give you this notice about our privacy practices, our legal duties, and your rights concerning PHI. We must follow the privacy practices that are described in this notice while it is in effect.

We reserve the right to change our privacy practices and the terms of this notice at any time, provided that applicable law permits such changes. We reserve the right to make the changes in our privacy practices and the new terms of our notice effective for all PHI that we maintain, including health information we created or received before we made the changes. Before we make a significant change in our privacy practices, we will change this notice and send the new notice to you at the time of the change. You may request a copy of our notice at any time.

We are required to notify you within 60 days of discovery of a breach in accordance with the Breach Notification Rule - 45 CFR Part 164 Subpart D(164.400 - 164.414).

Uses and Disclosures of Nonpublic Personal Information

Nonpublic personal Information is information you give us during your enrollment, initial assessment, etc. For example: names, member identification number, addresses, type of health care benefits, payment amounts, etc. We will not give out your nonpublic personal information to anyone unless we are permitted to do so by law or have received a signed authorization form from you. You may revoke this authorization in writing at any time by **emailing AbleTo at compliance@**

Ableto.com. This revocation will not affect any action AbleTo took in reliance on your authorization before your authorization cancellation form was processed.

Uses and Disclosures of Health Information

The following categories describe different purposes for which we use and disclose PHI. For each category of uses or disclosures we will explain what we mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories. If we need to use or disclose your PHI in any other way, we will obtain your signed authorization before our use or disclosure. You may revoke this authorization in writing by **emailing AbleTo at compliance@Ableto.com** at any time. This revocation will not affect any actions AbleTo took in reliance on your authorization before your authorization cancellation form was processed.

- **Treatment:** We may disclose PHI to health care providers, including doctors or hospitals involved in your care. For example, we may disclose your medications to an emergency room physician so that he/she can avoid dangerous drug interactions. This allows providers to
- **Payment:** We may use and disclose PHI to collect payment for services. We may also disclose PHI to insurance companies, or their related entities, to coordinate the reimbursement of health insurance benefits. For example, if you provide us with health insurance information through an additional insurance company, we may disclose PHI to that other health insurance company in order to determine which company holds the responsibility for your claims.
- **Healthcare Operations:** We may use and disclose PHI for purposes of performing our healthcare operations. Our healthcare operations include using PHI to determine fees, to conduct quality

Safeguards

It is our policy to keep all information about you confidential in all settings. It is so important to us that we take the following steps:

- our employees and providers sign a confidentiality agreement;
- our employees and providers are required to complete our privacy training program;
- we have implemented the necessary sanctions for violation of our privacy practices;
- we have a Risk Management committee that reviews our privacy practices;
- we have a Security Officer to detect and prevent security breaches;
- all computer systems that contain personal information have security protections; and
- we use the minimal amount of PHI necessary to conduct business and provide treatment.

assessment and improvement activities, to engage in care coordination or case management, or to determine eligibility for benefits. For example, we may use or disclose PHI when working with accreditation agencies that monitor and evaluate the quality of our programs. We may also use or disclose your PHI when communicating with individuals involved in your care or payment for that care, such as friends and family, and sending appointment reminders.

- **To You:** We must disclose your PHI to you, as described in the Individual Rights section of this notice, below. We may also use and disclose PHI to tell you about recommended possible treatment options or alternatives or to tell you about health related benefits or services that may be of interest to you.
- **To Family and Friends:** If you agree or, if you are unable to agree when the situation, (such as medical emergency or disaster relief), indicates that disclosure would be in your best interest, we may disclose PHI to a family member, friend or other person. In an emergency situation, we will only disclose the minimum amount necessary.
- **To Our Business Associates:** A business associate is defined as someone that assists us in managing our business. We may disclose PHI to another company that helps us manage our business. For example, we may disclose PHI to a company that manages our electronic health record. These business associates are required to sign a business associate agreement with us that limits their use or disclosure of the PHI they receive.
- **To Plan Sponsors:** A plan sponsor is defined as the employer or employee organization that establishes and maintains the employee's benefit plan. If you are enrolled in a group health plan, we may disclose PHI to the plan sponsor to permit the plan sponsor to perform plan administrative functions. For example, the cost analysis of the benefit program. Before PHI is disclosed to your plan sponsor, we will receive certification from the plan sponsor that appropriate amendments have been made to group health plan document(s) and the plan sponsor agrees to limit their use or disclosure of this information to plan administration functions only.

Questions and Complaints

If you are concerned that we may have violated your privacy rights, as described within this document, or you disagree with a decision we made about access to your PHI or in response to a request you made to amend or restrict the use or disclosure of your PHI or to have us confidentially communicate with you at an alternative location, you may complain to us using the contact information at the end of this notice. You also may submit a written complaint to the U.S. Department of Health and Human Services. We will provide you with the address to file your complaint with the U.S. Department of Health and Human Services upon request.

We support your right to protect the privacy of your PHI. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

Privacy Rights or Questions:

Contact: Call Center

Phone: 646-558-3245

Privacy Complaints

Contact: VP of Compliance

320 West 37th Street, 11th Floor, New York, NY 10018

Email:

Compliance@AbleTo.com

- **Research:** We may use or disclose de-identified participant data for retrospective analysis of program effectiveness. All prospective research projects require a separate consent in addition to this general notice.
- **Public Health and Safety:** We may disclose PHI to the extent necessary to avert a serious and imminent threat to your health or safety, or the health or safety of others. We may disclose PHI to a government agency authorized to oversee the healthcare system or government programs or its contractors, and to public health authorities for public health purposes.
- **Victims of Abuse, Neglect or Domestic Violence:** We may disclose PHI to appropriate authorities if we reasonably believe that you are a possible victim of abuse, neglect, domestic violence or other crimes.
- **Required by Law:** We may use or disclose PHI when we are required to do so by law. For example, we must disclose PHI to the U.S. Department of Health and Human Services upon request to determine whether we are in compliance with federal privacy laws.
- **Process and Proceedings:** We may disclose PHI in response to a court or administrative order, subpoena, discovery request, or other lawful process. Under limited circumstances, such as a court order, warrant, or grand jury subpoena, we may disclose PHI to law enforcement officials.
- **Law Enforcement:** We may disclose PHI to a law enforcement official investigating a suspect, fugitive, material witness, crime victim or missing person. We may disclose PHI of an inmate or other person in lawful custody of a law enforcement official or correctional institution under certain circumstances.
- **Military and National Security:** We may disclose to the military, PHI of Armed Forces personnel under certain circumstances. We may disclose to authorized federal officials health information required for lawful intelligence, counterintelligence, and other national security activities.

Individual Rights

- **Access:** You have the right to inspect and/or copy your PHI, with limited exceptions such as information a licensed health care professional, exercising professional judgment, determines that providing access is reasonably likely to endanger the life, physical safety or cause someone substantial harm.
- **Disclosure Accounting:** You have the right to receive a list of instances in which we or our business associates disclosed your PHI. The list will not include disclosures we made for the purpose of treatment, payment, healthcare operations, disclosures made with your authorization, or certain other disclosures. To request a disclosure accounting, you may contact us using the contact information at the end of this notice. You may request an accounting of disclosures and the request may not exceed a six year time period. We will provide you with the date on which we made the disclosure, the name of the person or entity to whom we disclosed your PHI, a description of the PHI we disclosed and the reason for the disclosure.
- **Restriction Requests:** You have the right to request that we place additional restrictions on our use or disclosure of your PHI. As permitted by law, we will not honor these requests, if it prohibits us from administering your benefits.

- **Confidential Communication:** You have the right to request that we communicate with you confidentially about your PHI. We will honor a request to communicate to an alternative location if confidentially about your PHI. We will honor a request to communicate to an alternative location if you believe you would be endangered if we do not communicate to the alternative location. We must accommodate your request if it is reasonable and specifies the alternative location.
- **Amendment:** You have the right to request that we amend your PHI. Your request must be in writing, and it must explain why the information should be amended. We may deny your request if we did not create the information you want amended or if we determine the information is accurate. If we accept your request to amend the information, we will make reasonable efforts to inform others, including people you name, of the amendment and to include the changes in any future disclosures of that information. If we deny your request, we will provide you with a written explanation. You may respond with a statement of disagreement that will be attached to the information you wanted amended.
- **Electronic Notice:** If you receive this notice on our web site or by electronic mail (e-mail), you are entitled to receive this notice in written form.

B. PROGRAM AGREEMENT

A. Parties, Purpose. Administrative services for the Program (as defined in Section “B”) are provided by AbleTo, Inc. All clinical services are provided by AbleTo Behavioral Health Services, P.C. or other professional service entities to which AbleTo provides administrative services (AbleTo Behavioral Health Services, P.C. and such professional service entities collectively, “AbleTo P.C.,” and together with AbleTo, Inc. are hereinafter to as “AbleTo”. AbleTo provides a professional profile of all providers on your treatment team including licensure, education and experience.

“**Participants**” are individuals for whom it has been determined by a healthcare professional that the Program may be clinically beneficial and who agree to engage in the Program.

This Program Agreement (“**Agreement**”) is by and among AbleTo and the Participant whose name and signature appears below. This Agreement sets forth the terms and conditions for Participant’s enrollment in the Program and the Participant’s consent to treatment by AbleTo P.C.

B. Programs. AbleTo P.C. provides telehealth behavior change programs to Participants seeking to better manage challenges associated with a medical or life transition event using interactive audio and/or video technologies where you and the healthcare professional are not in the same physical location (the “**Program**”). You can form an ongoing treatment relationship with a healthcare professional; however, your initial visit 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. 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. 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 as more fully set forth below in Section H. Data Security.

C. Non Discrimination. AbleTo treats all Participants during engagement and treatment in the Program with equality and in a welcoming manner that is free from discrimination based on age, race, color, creed, ethnicity, religion, national origin, marital status, sex, sexual orientation, gender identity or expression, disability, veteran or military status, or any other basis prohibited by federal, state, or local law.

D. Participation. Participation in the Program requires attendance by the Participant at all appointments (by telephone or web-based secure videoconference) with a Program Therapist (a “**Therapist**”) or Behavioral Coach (a “**Coach**”). Program Therapists are licensed clinical social workers or equivalent.

The first appointment that takes place with a Therapist is referred to as an “**Initial Consultation.**” This is a formal assessment to help determine if telehealth services are appropriate for a potential Participant and to provide the potential Participant with all possible treatment options. If it is determined by the Therapist that the potential Participant may benefit from the Program and the

potential Participant agrees to participate in the Program pursuant to the terms of this Agreement, he or she will be deemed a Participant.

Each Participant agrees to provide his or her Therapist and Coach with accurate and complete information about his or her medical and mental health history, including, but not limited to, past illnesses, allergies, hospitalizations, and current medications. Participants are responsible for engaging in treatment planning and decision-making and are supported by the Therapist and by Coach in self-management of treatment goals. Participants can contact their Therapist and Coach directly if they have any questions about the Program or their participation, or can contact AbleTo's Service Center at : 1-(866)-287-1802, Hours of Operation: Monday-Friday 9am-8pm ET
After Hours Contact: 1-(866)-287-1802

E. Delivery. The Program is delivered via telephone or web-based secure video conference. Each Participant will receive a unique login identification and private password that will allow the Participant to access AbleTo's secure telehealth program platform. From the telehealth program platform, the Participant can access the Program, including relevant Program materials and resources, personal health information, and utilize the video conference capability – if selected – to access program sessions with the Therapist and/or Coach. Participants will need a minimum of Broadband DSL connection to utilize the secure video conference. AbleTo will provide a computer headset and technology support to Participant upon request.

F. Scheduling, Attendance and Rescheduling. The Program takes place over the course of approximately nine weeks and requires each Participant to meet once weekly with a Therapist and once weekly with a Coach (except for the final week of the Program, when the Participant meets only with a Therapist).

Session times are reserved in advance of service, and it is critical that each Participant adhere to the schedule and attend all sessions.

Therapists and Coaches will make reasonable efforts to reschedule a session if a Participant or his or her dependents have a personal emergency, illness, or an unanticipated work/school event that necessitates an absence. In such a case, the Participant must make every effort to notify his or her Therapist or Coach at least 24 hours in advance of the session to be missed. If a Participant misses more than one session without following this procedure, AbleTo may, at its discretion, terminate the Participant's participation in the Program early.

G. Confidentiality of Personal Information. All personal information that Participants send, enter online, or otherwise communicate to AbleTo will be treated as confidential, in accordance with the privacy practices set forth in AbleTo's Notice of Privacy Practices, which is available to a Participant on the Participant Platform and via mail by request. In order to optimize the benefits each Participant derives from the Program, information provided by the Participant will be shared by the Participant's Therapist and Coach with each other and with designated program advisors in accordance with the terms of the Notice of Privacy Practices.

In the case of an emergency or if compelled by statute, court order, or other lawful procedure, personal information may be shared with emergency services or other relevant authorities, as allowed by applicable law, rule, or regulation and as set forth in the Notice of Privacy Practices. In such a case, AbleTo may also share relevant personal information with its legal counsel. For further information on privacy of personal information, see AbleTo's Notice of Privacy Practices.

H. Data Security. AbleTo has a robust Compliance Program and takes reasonable technical, physical, and administrative measures to protect the security of personal information. AbleTo's privacy practices for Participants may be found at Login and in the participant platform. Participants acknowledge that, despite these measures, it is impossible to guarantee absolute security with respect to information sent through or stored on the Internet. 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. If this happens, you may be contacted by phone or other means of communication.
- 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.

Additionally, as part of providing you the services, we may need to provide you with certain communications, such as appointment reminders, service announcements and administrative messages ("**Communications**"). While secure electronic messaging is always preferred to unsecure messaging, under certain circumstances, unsecure email and/or SMS text communications containing personal health information may take place between you and AbleTo. AbleTo cannot ensure the security or confidentiality of messages sent by email and/or text messaging. By participating in the Program, Participants accept and consent to the risks inherent in the use of the Internet, and unsecure email and/or text messaging to the mobile number you and/or your health plan provided us and agrees to hold AbleTo harmless for any loss of personal information of the Participant due to a breach of AbleTo's data despite AbleTo's technical, physical, and administrative measures to protect such data. You can withdraw your consent to receive Communications by contacting compliance@ableto.com and/or calling the AbleTo Service Center at 1-866-287-1802 and may hit the "unsubscribe" at the bottom of the email to unsubscribe from further emails. You can opt-out of future Communications through SMS text message by replying "STOP" or by calling AbleTo Service Center 1-866-287-1802.

I. Use of De-Identified Data. In an ongoing effort to better understand and serve Participants, AbleTo may conduct research using de-identified personal health information and other information provided by Participants during the Program. AbleTo may also share this de-identified data with researchers, relevant partners, publications, and other third parties as permitted by law, rule, and regulation and in accordance with the Notice of Privacy Practices. By participating in the Program, Participants acknowledge this use of de-identified data and understand that it will not identify personally identify and Participant.

J. No Warranty; Release from Liability. Although behavioral therapy of the type provided in the Program is highly effective for many people, there can be no assurance that a Participant will achieve the objectives of the Program, and AbleTo nor their officers, directors, agents, members, stockholders, employees, or representatives makes any warranty, whether express or implied, as to the efficacy of the Program for any particular Participant.

Participant releases and discharges AbleTo and their officers, directors, agents, members, stockholders, employees, and representatives from any and all claims, suits, damages, demands, actions and causes of action relating to the Program and his or her participation in it.

K. Release of Information to Other Treating Practitioners. Upon a Participant's written request or in compliance with applicable laws, rules, and regulations, and pursuant to the Notice of Privacy Practices, AbleTo (or Therapist or Coach) will release the Participant's personal health information to other treating practitioners of the Participant.

L. Change in Clinical Circumstance. If a Participant's Therapist determines that the Program is no longer appropriate to address the Participant's needs, AbleTo may terminate the Program early. In such a case, AbleTo will make reasonable efforts to facilitate the Participant's transition to an alternate provider.

M. Third Party Payer. This section only applies to Participants whose cost of participation in the Program will be reimbursed by a third party payer, such as a health plan or insurance company (such entity a "Payer").

- i. Applicable laws, rules, and regulations may permit AbleTo to release diagnostic, procedure, billing, attendance and other health-related information to a Payer, and Participant acknowledges and agrees that AbleTo may release such information to a Payer in accordance with the Notice of Privacy Practices.
- ii. Payers may make payment(s) on Participant's behalf to AbleTo for any Program services provided by AbleTo. These payments do not, however, alleviate the Participant from any required cost sharing payments required by the Program and/or the Payer, nor does it alleviate the obligation of the Participant to reimburse AbleTo for services provided should the Payer fail to do so.
- iii. The Participant is responsible to notify AbleTo of any changes to applicable Payers, so that AbleTo may assess the impact of those changes in coverage. In the event that Payer terminates its coverage of a Participant and/or no longer reimburses AbleTo for services provided, Program sessions will end, and AbleTo will transition the Participant's care in accordance with relevant laws, rules, and regulations and assist the Participant in developing an interim plan (for example, with a clinic that provides behavioral health services on a sliding scale, or instructions on when to use emergency services) until AbleTo receives reimbursement on behalf of the Participant or the Participant transitions his or her care.



N. Complaint Process. Participants have the right to file a complaint for any of the following reasons:

- i. Discrimination on the basis of race, color, national origin, age, disability or sex.
- ii. Failure to provide services to accommodate a disability.
- iii. Failure to provide services for limited English proficiency.
- iv. Violation of privacy.
- v. Dissatisfaction with Telehealth Program Delivery.

All complaints can be filed with AbleTo's Compliance Department at:

AbleTo Service Center - Complaints

Address: 320 West 37th Street, 11th Floor New York, NY 10018

Telephone: 1-866-287-1802

Email: service@ableto.com

If you are not happy with the resolution of your complaint you can file an Appeal with the Clinical Quality Management Committee at:

AbleTo Service Center - Appeals

Address: 320 West 37th Street, 11th Floor New York, NY 10018

Telephone: 1-866-287-1802

Email: service@ableto.com

O. Acknowledgement and Agreement

By signing this form, the Participant ("I" or "me") understand and agree to the following:

- i. I understand that the Notice of Privacy Practices, which has been made available to me, explain to me how my personal protected health information will be handled by AbleTo. In the event of any conflict between the terms of this Agreement and the Notice of Privacy Practices, the terms of the Notice of Privacy Practices govern.
- ii. The Program has been explained to me, including all information relevant to my treatment, and behavioral healthcare professionals familiar with the Program have been made available to answer any questions I may have about the Program and my treatment in it. I hereby give my consent to treatment in the Program. I understand that I have the right to withdraw my consent for treatment in the Program at any time. I understand that withdrawing my consent will result in the termination of my treatment in the Program again in the future. I understand that my withdrawal of consent is required in a signed writing delivered to AbleTo at the address set forth in the footer of this Agreement.
- iii. I understand that a variety of alternative methods of behavioral health care may be available to me, and that I may choose one or more of these at any time, though such participation may



cause my termination from the Program. Participation with AbleTo's Telehealth Programs is voluntary.

iv. 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, nor have any results been guaranteed, assured, or otherwise promised to me by AbleTo or any of its agents or representatives.

If your first date of service with us was due to an emergency, we will try to give you this notice and get your signature acknowledging receipt of this notice as soon as we can after the emergency.

Signature of Participant appears on the following page



C. ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES

*Please complete and sign form, and send us back the copy

I have received AbleTo's Notice of Privacy Practices.

Print Name

Signature
(Participant or Personal Representative)

Date

If Personal Representative, describe relationship

Please sign and return by email to **service@AbleTo.com** or by mail using the enclosed envelope addressed to:

AbleTo, Inc
320 West 37th Street, 11th Floor
New York, NY 10018

Attention: AbleTo Service Center

For Office use only:

Participant ID:



D. PROGRAM PARTICIPATION AGREEMENT/CONSENT FOR TREATMENT

*Please complete and sign form, and send us back the copy

I, the Participant, have read and understand the information contained in this Agreement regarding the Program, have discussed the Program with representatives of AbleTo, and all of my questions regarding the Program, this Agreement, or my potential participation in the Program have been answered to my satisfaction. I am aware that this document is available upon request.

I hereby agree to the terms of this Agreement and give my voluntary informed consent for participation in the Program and to the provision of care, diagnosis and/or treatment by AbleTo. I hereby acknowledge that such consent will remain in effect unless and until I cancel such consent in writing. I hereby acknowledge and confirm that I am mentally capable of giving informed consent to the provision of the care, diagnosis and/or treatment and am not subject to duress or under undue influence.

Print Name

Signature
(Participant or Authorized Personal Representative)

Date

If Authorized Personal Representative, describe relationship

*If this consent is signed by someone other than the Participant, it must be signed in Participant's presence.

Please sign and return by email to **service@AbleTo.com** or by mail using the enclosed envelope addressed to:

AbleTo, Inc
320 West 37th Street, 11th Floor
New York, NY 10018
Attention: AbleTo Service Center