
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



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