



## Terms and Conditions for Telehealth Services

Last Updated: March 26, 2025<sup>1</sup>

These Terms and Conditions, together with any documents that they expressly incorporate by reference (as modified, the “Terms”), govern the right to access and use of a web-based platform and the various other related services, premium and other features, functions, software, applications and websites arising from the use of a secure web-based platform (the “Platform”) on your own behalf as a duly licensed healthcare practitioner or on behalf of your healthcare facility, or professional corporation, partnership, or other legal entity employing or managing duly licensed healthcare practitioners (“Provider,” “you,” or “your”) in order to provide telehealth services to Covered Persons (“Telehealth Services”) on behalf of CorVel Healthcare Corporation or its associated companies or subsidiaries (“CorVel,” “we,” “our,” or “us” ), together with CorVel, collectively referred to herein as the “Parties”). All defined terms not defined in these Terms shall have the meaning given to them in the Preferred Provider Organization Agreement or any other applicable agreement executed between Provider and CorVel (“the Services Agreement”); the ); or any document or form provided by CorVel to you. These Terms are a legally binding contract between you and CorVel regarding your provision of Telehealth Services via the Platform.

For and in consideration of the mutual promises contained herein and other good and valuable consideration, sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **A. Data Privacy and Protection Privacy**

The Telehealth Services shall be provided by you and utilized by CorVel for the benefit of its Covered Persons in accordance with the terms and conditions set forth hereunder and in the Services Agreement. Provider agrees to comply with all U.S. federal and state privacy and data protection laws and regulations and/or applicable industry regulations, as may be amended from time to time, as applicable to the data collected, received, accessed, transmitted, disclosed, or stored pursuant to these Terms (“Applicable Data Privacy and Protection Laws”).

### **B. Compliance with Applicable Telehealth Laws**

Provider agrees to comply with all U.S. federal and state laws and regulations and/or applicable industry regulations, as may be amended from time to time, as applicable to offering or providing Telehealth Services, including but not limited to laws setting forth licensing or authorization requirements imposed on healthcare entities to offer or provide Telehealth Services (“Applicable Telehealth Laws”).

### **C. Authorization of Platform Use**

Provider authorizes and directs CorVel to direct any patient in need of Telehealth Services to Provider or the operator of the Platform (“Subcontractor”), as instructed, to administer those services.

<sup>1</sup> Reviewed: December 10, 2025



## **D. Privacy of the Platform**

### **1. Security Requirements**

Provider shall ensure it provides the Telehealth Services through a Platform that meets industry recognized security and privacy standards including, but not limited to, HITRUST CSF, ISO 27001 or an equivalent standard, and any requirements under Applicable Data Privacy And Protection Laws. Provider represents and warrants that Provider's use of such a Platform also complies with all applicable provisions of these Terms. The Parties agree that Provider shall be solely responsible for the integrity and security of Provider's use of the Platform and Provider's compliance with Applicable Data Privacy And Protection Laws.

### **2. Notice & Consent Compliance**

Provider further represents and warrants that Provider will ensure that any disclosures, notices and consents required by Applicable Data Privacy And Protection Laws or Applicable Telehealth Laws for the collection of personal information are provided and obtained, including, without limitation, any required opt-in consents if necessary, prior to the provision of Telehealth Services or the provision of said personal information to CorVel. Provider acknowledges that CorVel will rely on Provider to provide proper notice and obtain proper consent to satisfy its obligations under the Agreement, and Provider agrees to inform CorVel if Provider does or intends to rely on a legal basis other than consent to collect personal information before providing Telehealth Services or providing personal information to CorVel. Provider will ensure that any website where personal information is collected will have an easily accessible privacy policy that contains the word "Privacy" (or equivalent terminology under the Applicable Data Privacy And Protection Laws) and which will be linked conspicuously from the applicable home page and other relevant pages of the applicable websites or within the applicable applications, including each webpage from which personal information is collected. Such privacy policy must comply with the requirements of the Applicable Data Privacy And Protection Laws for notices to or consents from individuals whose Personal Information is collected or provided to Provider and/or any other third parties as contemplated by the Services Agreement.

## **E. Indemnification for Use of the Platform**

You agree to indemnify, defend, save, and hold harmless CorVel, including its affiliates and respective directors, managers, officers, equity holders, employees, agents, representatives, successors and permitted assigns, from and against all claims, liability, loss, expenses, suits, damages, judgments, demands, regulatory investigations, fines, and costs (including legal fees and expenses) arising out of any act or omission of Provider or Subcontractor, or any employee, agent, contractor or subcontractor of Provider or Subcontractor, relating to or arising from Telehealth Services, including but not limited to (a) injuries to person or property; (b) regulatory non-compliance; (b) noncompliance with applicable Telehealth Laws; (c) assertions of financial responsibility made against CorVel by Subcontractor with regard to Telehealth Services; (e) any actual or suspected unauthorized access, disclosure, disruption or destruction of personal information or of an electronic information system used to store, process or transmit personal information experienced by Subcontractor affecting the Provider or the personal information; (f)

<sup>1</sup> Reviewed: December 10, 2025



any other fact or circumstance under which liability or fault is asserted against CorVel by a third party or governmental agency. The obligation in this Section is not subject to any limitations of Provider's liability in the Services Agreement. The obligation in this Section shall not replace, but shall be in addition to, any defense, hold harmless or indemnification obligation of Provider provided for in the Services Agreement or any other agreement between CorVel and Provider.

Provider shall defend and settle at its sole expense all claims, demands suits or proceedings for which Provider is responsible pursuant to this Section.

In the event that CorVel becomes aware of claim made against CorVel covered by Section D above, CorVel shall provide Provider with prompt written notice of such claim.