

MERA TERMS & CONDITIONS

Housecall WI is pleased to offer you information via an iPhone Operating System (IOS), Android, and web-based version of a system called MERA. These Term & Conditions describe important aspects of the system and govern your use of MERA. Please read these Terms and Conditions carefully.

Background

Please read these terms carefully because all uses of MERA (mobile or web version) are subject to these terms of service (“Terms” or “TOS”) by using MERA, you are acknowledging that you have read this and agree to it.

You must be at least 18 years old to use MERA without adult supervision. If you are under 18 years of age, you may not use MERA without the supervision of your parent or guardian.

We have the right to amend or change all of part of these TOS from time to time. Any such amendments or changes will be posted here and shall constitute the new terms and conditions for MERA from time they are posted.

Unauthorized use of the sites or the content is strictly prohibited and will be legally enforced.

Definition of a Person – Terms Used

Throughout MERA app there are terms used for you to get familiarized with, such as:

- “Loved One” is you (user, authorized individual).
- “Caregiver” is a family member or paid helper who regularly looks after you.
- “Provider” (e.g., Licensed and Certified: Mental Health Counselor, Clinic Technician, Mental Health Professional, Crisis Intervention Team) is a health care provider, authorized to practice by the state of Wisconsin, performing within the scope of their practice as defined by State law, or a Christian Science practitioner. Any health care provider accepted by MERA has been approved through the screening, certification, and licensing process.

Intellectual Property - All Content of this site is owned or controlled by, or under the license to Housecall WI, and is protected by the US and international copyright, trademark, trade dress, and various other applicable intellectual property rights, including unfair competition laws.

Response to Electronic Communication - MERA will use best efforts to provide a timely response to electronic inquiries (text messages, emails, and other electronic communication). In some cases, the MERA staff who needs to respond to an electronic inquiry or other communication may not be immediately available. You should allow at least 30 business days for a response. Accordingly, communications related to emergency situations requiring immediate attention should not be submitted electronically. All inquiries can be emailed to: admin@housecallwi.com

MERA is only able to respond to electronic communications based on the information provided by you, “the user”. If there is insufficient information provided, MERA will be unable to provide accurate and reliable services.

Website Links - MERA may offer links to related medical websites not managed by MERA. These website link(s) are for your informational purposes only. MERA does not endorse and has not verified the accuracy of the information in/on these websites, and you should not rely on any of the information found on the websites for purposes of treatment or diagnosis.

Information Privacy - As a user of MERA, you should be aware that you will be notified via text message through the MERA App when there is new medical information to be viewed by a clinician. This means that any person with access to your MERA text messages will be able to see this notification. This could include your caregiver, clinicians, or anyone else who can access your MERA application.

If you send a message through MERA, it may be shared with your Provider's clinical staff who assist in providing your medical care. Your confidential medical information on MERA will be accessible only to appropriate staff.

Security and Confidentiality – The Clinicians, affords the same degree of confidentiality to medical information stored on the MERA app and is given your medical information in the MERA storage medium. Your Provider is committed to protecting the confidentiality of your medical information. Provider staff access and ability to enter or view information is limited based upon their role in your care. Firewalls, passwords, encryption, and audit trails are further used to safeguard your information. The MERA system identifies the records released and note the time and date of access each time you access MERA. The MERA system includes mechanisms to make information received from our online visitors secure against unauthorized access and use.

For other than general information view, MERA must be accessed with a Secure Sockets Layer (SSL) compatible browser or terminal (Netscape or Internet Explorer versions 5.0 or greater). SSL web server uses authentication and offers the highest level of encryption technology commercially available (128-bit RC4). MERA incorporates encryption technologies that may be restricted under U.S. export control rules, if utilized outside of the U.S. Territories.

You can tell when you are secure by looking at the location (URL) field. If the URL begins with https:// (instead of http://), the document comes from a secure server. This means your data cannot be read or deciphered by unauthorized individuals. You can tell whether you are truly connected to the MERA app by viewing the digital certificate. This certificate verifies the connection between MERA server's public key and the server's identification.

Usernames and passwords provide two layers of authentication and are stored in an encrypted database that is isolated from the Internet. As a MERA user, your role in maintaining the security of your medical information is to: (1) change your password on a regular basis, and (2) keep your login ID and password confidential.

User Participation - Any personal information you submit via MERA is governed by your Provider's notice of privacy practices and these Terms and Conditions. This includes information

on your rights to see and receive copies of your personal health information. To deactivate your MERA account, please contact the MERA Customer Service office. To the extent there is an inconsistency between these Terms and Conditions and your Provider's notice of privacy practices, these Terms and Conditions shall govern. Please note that your access to MERA may be revoked at any time, and for any reason.

3rd party applications - If you as a patient find a 3rd party application that you would like to use to access and import your health information, MERA may provide the ability for you to use this application. To do this, you must establish a MERA portal account since the security – username and password – you set for MERA would be your authentication for any 3rd party application to access and import your health information. MERA reserves the right to disable any 3rd party application if needed.

Disclaimer

MERA AND ALL RELATED SERVICES ARE PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, ALL SITE-RELATED SERVICES, AND THIRD-PARTY WEB SITES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PROVIDER OR OTHER AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OF ANY KIND.

Limitation of Liability

PROVIDER AND ITS AFFILIATES, SUPPLIERS, BUSINESS ASSOCIATES (INCLUDING MERA) AND OTHER THIRD PARTIES ENABLING THE MERA FUNCTIONALITY ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST DATA) ARISING OUT OF OR RELATING IN ANY WAY TO MERA, CONTENT OR INFORMATION CONTAINED WITHIN MERA, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE MERA RELATED SERVICES IS TO STOP USING THE SERVICES. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THESE TERMS AND CONDITIONS ARE GOVERNED BY WISCONSIN LAW WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW.

BY CLICKING "ACCEPT" BELOW, OR BY USING MERA, YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS AND CONDITIONS.

MERA Privacy Policy (Notice and Disclosures)

Privacy of Your Health Care Information

MERA values yours and our privacy. Your privacy is important to us. The information you provide on this web site is protected by federal laws. To learn more about how your rights to privacy are being protected, please contact the MERA Customer Service Department. admin@housecallwi.com, 225 W Capitol Drive, Suite 130, Milwaukee, WI, 53222.

NOTICE OF PRIVACY PRACTICES THIS NOTICE DESCRIBES HOW HEALTH INFORMATION MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This Privacy Policy Notice applies to the websites related to HouseCall WI and MERA applications ("MERA app," "We," "Our," or affiliates "Providers"). Affiliates include Providers (clinicians, mental health professionals, and crisis intervention team).

OUR PLEDGE REGARDING YOUR HEALTH INFORMATION:

We understand that health information about you and your healthcare is personal. We are committed to protecting your health information about you. We create a record of the care and services you receive from us. We need this record to provide you with quality care and to comply with specific legal requirements. This notice applies to all the records of your care generated by this mental health care practice. This notice will tell you how we may use and disclose health information about you. We also describe your rights to the health information we keep about you and our obligations regarding the use and disclosure of your health information. We are required by law to:

- Make sure that Protected Health Information ("PHI") identifies you and is kept private.
- Give you this Notice of our legal duties and privacy practices concerning health information.
- Follow the terms of the Notice that is currently in effect.
- You can change the terms of this Notice, and such changes will apply to all information we have about you. The new Notice will be available upon request Housecall WI website. MERA Customer Service Department. admin@housecallwi.com, 225 W Capitol Drive, Suite 130, Milwaukee, WI, 53222.

HOW MERA MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU:

The following categories describe different ways that we use and disclose health information. We explain what is meant for each type of use or disclosure and try to give some examples. Not every use or disclosure in a category will be listed. However, all the ways we are permitted to use and disclose information will fall within one of the following categories.

For Treatment Payment or Health Care Operations: Federal privacy rules (regulations) allow healthcare providers who have a direct treatment relationship with the patient/client to use or disclose the patient/client's personal health information without the patient's written authorization, to carry out the health care provider's treatment, payment, or health care operations. We may also disclose your protected health information for the treatment activities of any healthcare provider. This too can be done without your written authorization. For example, if a clinician consulted with another licensed healthcare provider about your condition, we would be permitted to use and disclose your personal health information. Otherwise, assisting the clinician in diagnosing and treating your mental health condition is confidential.

Disclosures for treatment purposes are not limited to the minimum necessary standard. Therapists and other healthcare providers need access to the entire record and complete information to provide quality care. The word "treatment" includes, among other things, the coordination and management of health care providers with a third party, consultations between providers, and referrals of a patient for health care from one health care provider to another.

Lawsuits and Disputes: If you are involved in a lawsuit, we may disclose health information in response to a court or administrative order. We may also disclose health information about your child in response to a subpoena, discovery request, or other lawful processes by someone else involved in the dispute. But only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

Certain Uses and Disclosures Require Your Written Authorization:

- I. Psychotherapy Notes. We do keep "psychotherapy notes" as that term is defined in 45 CFR § 164.501, and any use or disclosure of such notes requires your Authorization unless the use or disclosure is:
 - a) For our use in treating you.
 - b) For our use in training or supervising mental health practitioners to help them improve their skills in group, joint, family, or individual counseling or therapy.
 - c) For our use in defending myself in legal proceedings instituted by you.
 - d) For use by the Secretary of Health and Human Services to investigate our compliance with HIPAA.
 - e) Required by law and the use or disclosure is limited to the requirements of such law.
 - f) Required by law for certain health oversight activities pertaining to the originator of the psychotherapy notes.
 - g) Required by a coroner who is performing duties authorized by law.
 - h) Required to help avert a serious threat to the health and safety of others.
- II. Marketing Purposes. As a psychotherapist, we will not use or disclose your PHI for marketing purposes.
- III. Sale of PHI. As a psychotherapist, we will not sell your PHI.

Certain uses and Disclosures Do Not Require Your Authorization:

- I. Subject to certain limitations in the law, we can disclose your PHI without your Authorization for the following reasons:
 - a) When disclosure is required by state or federal law, and the use or disclosure complies with and is limited to the relevant requirements of such law.
 - b) For public health activities, including reporting suspected child, elder, or dependent adult abuse, or preventing or reducing a serious threat to anyone's health or safety.
 - c) For health oversight activities, including audits and investigations.

- II. For judicial and administrative proceedings, including responding to a court or administrative order, although our preference is to obtain an Authorization from you before doing so.
 - a) For law enforcement purposes, including reporting crimes occurring on my premises.
 - b) To coroners or medical examiners, when such individuals are performing duties authorized by law.
 - c) For research purposes, including studying and comparing the mental health of patients who received one form of therapy versus those who received another form of therapy for the same condition.
 - d) Specialized government functions, including, ensuring the proper execution of government functions; protecting the President of the United States; conducting intelligence or counter-intelligence operations; or, helping to ensure the safety of those working within or housed in correctional institutions.
 - e) For workers' compensation purposes. Although my preference is to obtain an Authorization from you, we may provide your PHI to comply with workers' compensation laws.
 - f) Appointment reminders and health related benefits or services. We may use and disclose your PHI to contact you to remind you that you have an appointment with me. We may also use and disclose your PHI to tell you about treatment alternatives, or other health care services or benefits that we offer.

Certain Uses and Disclosures Require You to Have the Opportunity to Object:

Disclosures to family, friends, or others. we may provide your PHI to a family member, friend, or other person that you indicate is involved in your care or the payment for your health care, unless you object in whole or in part. The opportunity to consent may be obtained retroactively in emergency situations.

You Have the Following Rights with Respect to Your PHI:

The Right to Request Limits on Uses and Disclosures of Your PHI.

- 1) **You have the right to ask us not to use or disclose certain PHI for treatment, payment, or health care operations purposes.**

We are not required to agree to your request, and we may say “no” if we believe it would affect your health care.

2) The Right to Request Restrictions for Out-of-Pocket Expenses Paid for In Full.

You have the right to request restrictions on disclosures of your PHI to health plans for payment or health care operations purposes if the PHI pertains solely to a health care item or a health care service that you have paid for out-of-pocket in full.

3) The Right to Choose How We Send PHI to You.

You have the right to ask me to contact you in a specific way (for example, home or office phone) or to send mail to a different address, and I will agree to all reasonable requests.

4) The Right to See and Get Copies of Your PHI.

Other than “psychotherapy notes,” you have the right to get an electronic or paper copy of your medical record and other information that we have about you. We will provide you with a copy of your record, or a summary of it, if you agree to receive a summary, within 30 days of receiving your written request, and we may charge a reasonable, cost-based fee for doing so.

5) The Right to Get a List of the Disclosures I Have Made.

You have the right to request a list of instances in which we have disclosed your PHI for purposes other than treatment, payment, or health care operations, or for which you provided me with an Authorization. We will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list we will give you will include disclosures made in the last six years unless you request a shorter time. We will provide the list to you at no charge, but if you make more than one request in the same year, we will charge you a reasonable cost-based fee for each additional request.

6) The Right to Correct or Update Your PHI.

If you believe that there is a mistake in your PHI, or that a piece of important information is missing from your PHI, you have the right to request that we correct the existing information or add the missing information. We may say “no” to your request, but we will tell you why in writing within 60 days of receiving your request.

7) The Right to Get a Paper or Electronic Copy of this Notice.

You have the right get a paper copy of this Notice, and you have the right to get a copy of this notice by e-mail. And, even if you have agreed to receive this Notice via e-mail, you also have the right to request a paper copy of it.

EFFECTIVE DATE OF THIS NOTICE

This notice went into effect in October 2022.

Acknowledgement of Receipt of Privacy Notice

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), you have certain rights regarding the use and disclosure of your protected health information.

By checking the box below, you are acknowledging that you have received a copy of HIPAA Notice of Privacy Practices.

BY CLICKING ON THE CHECKBOX, I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.

CONSENT

All transactions submitting personal information by the website user which is then collected by MERA requires the sender of such information (user) to attest their agreement to the following:

“I understand that by clicking “accept” below, MERA may email, call and/or text me about my healthcare information and for related purposes such as intervention, treatment, or my healthcare status at the email provided, including a wireless number, using automated technology. I understand that I am not required to provide this consent to MERA. Msg & Data rates may apply. Reply HELP for help, STOP to cancel. As an alternative to providing this consent, you may receive information by contacting customer service, Housecall WI, admin@housecallwi.com, 225 W Capitol Drive, Suite 130, Milwaukee, WI, 53222.”

MERA is committed to protecting the privacy of its website users by using data collection methods that are based on ethical practices and responsible risk management techniques. The user will be well informed about MERA’s use of any personal information submitted and will require their acceptance of the terms of use.

Accept (Opt-In)

Decline (Opt-Out)