

CONSENT FOR VIRTUAL CARE SERVICES

During the COVID-19 national emergency, which also constitutes a nationwide public health emergency ("COVID-19 Emergency"), Patients of Henry County Hospital, Inc., a not-for-profit Ohio corporation ("Hospital") may elect to receive certain health care services remotely through telemedicine technology ("Virtual Care Services") instead of through a traditional in-person visit. Hospital is providing the option of Virtual Care Services to Patients in order to reduce the risk of transmission of COVID-19.

As a condition to receiving Virtual Care Services, the undersigned Patient ("Patient") **UNDERSTANDS AND AGREES** to the following:

Telemedicine Tools:

- Pursuant to the Notification of Enforcement Discretion for telehealth remote communications during the COVID-19 Emergency published by the U.S. Department of Health and Human Services ("HHS") on or about March 17, 2020, Hospital may elect to utilize non-public facing remote technologies to conduct synchronous video and audio virtual visits ("Telemedicine Tools"). These Telemedicine Tools are not within the Hospital's control, have not been evaluated by Hospital to be secure or in compliance with state or federal privacy laws and, as a result, may not meet the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") for privacy and security. In addition, in order to access the Telemedicine Tools **you may be required to accept, or may have already accepted, end user license terms, terms of use or the like and/or consented to additional privacy policies of the licensor of the Telemedicine Tools.** These additional licensor terms will govern how the licensor may access and use data they collect about you either through the virtual visit or more generally as you use other products and services licensed by the licensor. The licensor of the Telemedicine Tools is not under the control of Hospital and **the Hospital has no control over how the licensor of the Telemedicine Tools uses data they collect about you.** The Telemedicine Tools may include the following solutions or similar comparable technologies: Apple FaceTime, Facebook Messenger video chat, Google Hangouts video, or Skype.
- Although the Hospital's use of Telemedicine Tools to facilitate a Virtual Care Service represents a good faith use of such technology during the COVID-19 Emergency, **the use of Telemedicine Tools means that your protected health information and other personal data ("Personal Information") could potentially be accessed by third parties,** including but not limited to the licensor of the Telemedicine Tool.
- Patient hereby acknowledges the risk of disclosure of Personal Information through the use of Telemedicine Tools, and despite this risk, is electing to proceed with a Virtual Care Service. Patient represents that Patient has reviewed any applicable term of use and privacy policy of the Licensor of the Telemedicine Tools and has consented to such terms.
- Patient hereby **RELEASES, WAIVES, and FOREVER DISCHARGES** Hospital, its parents and subsidiaries (if any), and each of their directors, officers, employees, physicians, health care providers, agents, and assigns from/against any and all past, present or future claims, demands, actions or causes of action, rights, damages, costs, expenses, fees, attorney fees, and compensation of any nature whatsoever, whether known or unknown, whether based on a tort, contract or other theory of recovery, that are related either directly or indirectly to the Hospital's use of Telemedicine Tools in the provision of Virtual Care Services and/or otherwise in the provision of health care services, and/or that relate to or result from Patient's failure to comply with the any of the provisions set forth in this Consent (both with respect to Telemedicine Tools and Virtual Care Visits).

- Patient acknowledges and agrees that to the extent this Consent for Virtual Care Service and Temporary Modification to Notice of Privacy Practices ("Consent for Virtual Care Services" or "Consent") conflicts with the Hospital's Notice of Privacy Practices or any other such relevant Hospital document, policy, or procedure, the language of this Consent shall supersede such language and control.

Virtual Care Services:

- Virtual care services are **not** intended to constitute, and do not constitute, emergency care services. **If Patient believes he or she is having a medical emergency, Patient should dial "911" or present to the nearest emergency room.**
- The health care professional(s) ("Practitioner") providing Virtual Care Services to the Patient will be located in a different location from Patient. Other individuals may be physically present with and/or surrounding Practitioner at the Practitioner's location when Virtual Care Services are provided.
- It is Patient's sole responsibility to ensure that Patient is located in a private, secure, and uninterrupted environment when receiving Virtual Care Services.
- Virtual Care Services, by their remote nature, are limited in scope. It is Patient's sole responsibility to make Practitioner aware of all known medical problems, medical history, symptoms, and medical history. Failure by Patient to do so may adversely impact the care provided.
- Not all professional medical services may be provided through telemedicine. The Practitioner may determine in the Practitioner's discretion not to render a diagnosis or treatment, or not to otherwise proceed with, a Virtual Care Service, and instead, may recommend that Patient present for an in-person visit or alternative consultation. Additionally, Patient may be released before all of Patient's medical problems are known or treated. It is Patient's sole responsibility to seek and make arrangements for follow-up care.
- There are potential risks to conducting Virtual Care Services, including but not limited to, interruptions, unauthorized access, technical difficulties, and termination of connection. In the event of unexpected technical difficulties, the Virtual Care Service may terminate unexpectedly and the examination/encounter between Practitioner and Patient may remain incomplete. In such event, it is Patient's sole obligation and discretion to contact Hospital to reschedule the Virtual Care Service, to schedule an in-person visit, or to seek more immediate alternate care.
- This Consent for Virtual Care Services is in addition to and supplements Hospital's general policies, procedures, and forms related to financial responsibility, payment, consent, and registration (collectively "Hospital's General Consent Form"). Patient agrees that, except to the extent expressly negated by this Consent through conflicting language, that Hospital's General Consent Form shall hereby extend to and apply to the provision of Virtual Care Services.
- By signing Patient's name below, Patient is granting permission, **and is providing full and informed consent**, to Hospital and to all Practitioners, entities, or other professionals approved by Hospital to perform and administer Virtual Care Services.
- Patient further grants permission to Hospital, and to all Practitioners, entities, or other professionals approved by Hospital, to release to third party payor(s), Medicare, Medicaid, their representatives and/or health care providers(s) involved in the Patient's care, any information needed in connection with all Virtual Care Services or other services rendered to Patient.

- If the Patient is under the age of 18 or lacks capacity, the signing party affirms that they are either the parent, legal guardian, or other authorized representative of such Patient and has full legal authority to seek medical assistance on behalf of the Patient.

Patient's signature below constitutes Patient's acknowledgment and agreement that: (1) Patient has fully read this Consent (or has had it read to Patient), Patient fully understands the content of this Consent, all of Patient's questions (if any) have been answered to Patient's full satisfaction, and Patient is in full and complete agreement with all terms and conditions set forth in this Consent; (2) Patient understands, in particular, that Patient is releasing Patient's right to certain potential legal claims and rights that Patient may otherwise have; and (3) Patient is providing full and informed consent to Hospital and Practitioners, under these circumstances, to the provide Virtual Care Services.

Patient or Patient's Authorized Representative

Date