



Patient Name: _____

Date of Birth: _____

TELEHEALTH CONSENT AND TERMS OF USE

Introduction

Catholic Medical Center (“CMC”) offers Telehealth Visits to patients throughout its healthcare system with certain CMC employed and/or contracted physicians (hereinafter, the “CMC Providers”) for treatment of a variety of conditions and illnesses approved by the CMC Providers. In order to manage the risks that are inherent with this type of remote service and the electronic communication required to provide the same, CMC must impose certain terms and conditions of use as set forth in this agreement (the “Agreement”).

There are generally three (3) types of Telehealth Visits available:

- (1) Video Virtual Visits. These involve synchronous (i.e. real time), interactive video communication with one or more CMC Providers and their support staff (hereinafter, “CMC Staff”) and mirror regular, in-person visits. CMC generally conducts these visits through its FollowMyHealth technology, which is Internet based and made available to you by CMC and one or more third-parties with whom CMC contracts.
- (2) Telephone Virtual Check-Ins. These are brief, 5-10 minute communications via telephone with CMC Providers and/or CMC Staff that you initiate to discuss a problem or concern that is not related to a visit you had within the last seven (7) days.
- (3) Online Messaging E-Visits. These involve asynchronous (i.e. delayed back and forth) email-type communication with CMC Providers and CMC Staff through CMC’s FollowMyHealth patient portal, which includes a feature for secure messages.

The purpose of this Agreement is to obtain your consent for Telehealth Visits. Unless otherwise specifically indicated, this Agreement applies to Video Virtual Visits, Telephone Virtual Check-Ins, and Online Messaging E-Visits. By signing below or proceeding with a CMC Telehealth Visit, you agree to be bound by the Terms explained here. **IF YOU DO NOT AUTHORIZE CMC TELEHEALTH VISITS AND/OR YOU DO NOT WISH TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU MUST NOT SIGN THIS AGREEMENT AND YOU MUST NOT PARTICIPATE IN CMC TELEHEALTH VISITS.**

Benefits, Risks, and Alternatives

CMC’s Telehealth Visits can be used for a broad range of evaluation, management, diagnosis, treatment, and educational purposes. CMC Telehealth Visits allow you to have timely access to CMC Providers and CMC Staff without having to travel to their office or CMC, as applicable. Benefits of Telehealth Visits include improved access to medical care, more efficient medical evaluation and management, and obtaining the expertise of distant specialists, as applicable. As with any medical procedures, there are potential risks associated with the use of Telehealth Visits.

**CATHOLIC MEDICAL CENTER
MANCHESTER, NEW HAMPSHIRE
TELEHEALTH CONSENT – page 2**

These risks include, but may not be limited to:

- In rare cases, information transmitted may not be sufficient (i.e. poor resolution of video and/or sound quality) to allow for appropriate medical decision making by CMC Providers;
- Delays in medical evaluation and treatment could occur due to technology deficiencies or failures;
- In very rare instances, security protocols could fail, causing a breach of privacy of personal medical information; and
- In rare cases, a lack of access to complete medical record, information, and in-person examinations may result in judgment errors.

Your participation in all types of CMC Telehealth Visits is voluntary. You have the right to decline CMC Telehealth Visits; the alternative is to request a face-to-face visit with a CMC Provider. If you have questions or concerns about CMC Telehealth Visits, you must contact CMC and speak to a CMC Provider or CMC Staff member, as appropriate, to answer your questions in a manner satisfactory to you prior to signing this Agreement or proceeding with a Telehealth Visit.

Emergencies: CMC Telehealth Visits are not an alternative to emergency medical care. *In no event should you use CMC Telehealth Visits for an emergency. FOR ALL EMERGENCIES, IMMEDIATELY CALL 911.*

Limitations on Use: CMC's Telehealth Visits are an optional service that CMC offers and CMC reserves the right to suspend, revoke, or modify the scope of CMC Telehealth Visit services at any time for any reason. CMC Providers and/or CMC Staff may determine in their sole discretion a Telehealth Visit is not appropriate for any reason, including but not limited to, for example, reasons related to your specific medical condition or technical problems. CMC is not responsible for technology failures or issues that may prevent Telehealth Visits, including but not limited to issues with FollowMyHealth, Internet connections, and your email access. CMC makes no guaranty or warranty of success regarding the same. There may be circumstances where an in-person office visit is still necessary with a CMC Provider even after a CMC Telehealth Visit. You are responsible for not delaying, avoiding, or disregarding further treatment recommended by CMC Providers during a CMC Telehealth Visit.

Records and Recordings: Neither audio nor video from CMC Telehealth Visits will be recorded or created by CMC. You do not have permission from CMC, or the CMC Providers and CMC Staff, to record or create audio or video from your Telehealth Visit. CMC Providers will complete documentation of all Telehealth Visits in accordance with normal medical record documentation practices and save the same in your CMC medical record.

Privacy and Security

CMC takes its responsibility to safeguard the privacy and security of your protected health information very seriously and consistent with its Notice of HIPAA Privacy Practices, a copy of which is available on CMC's main website. CMC affords the same degree of confidentiality to your protected health information obtained via a CMC Telehealth Visit as is given to your protected health information obtained by CMC in any other manner. CMC has taken steps to establish that the means of electronic communication for CMC Telehealth Visits via the FollowMy Health platform are secure and protected

**CATHOLIC MEDICAL CENTER
MANCHESTER, NEW HAMPSHIRE
TELEHEALTH CONSENT – page 3**

against unauthorized access and use. If, due to emergency or other circumstances, you and your CMC Provider agree that it is appropriate to use a non-secure platform such as FaceTime or Skype, you recognize that these third-party applications can potentially introduce privacy risks that CMC will not be responsible for.

No matter what platform is used, you recognize that it is your responsibility to ensure a private location during the time of your CMC Telehealth Visits. In order to sign up for FollowMyHealth, you are required to provide an email address. It is your responsibility to provide a private email address to an account that is secure and to which only you have access. CMC is not responsible for any family member, friend, other person, or company that may have access to your email and, consequently, any notification and communication regarding your CMC Telehealth Visit. It is your responsibility to not participate in a CMC Telehealth Visit altogether if these notifications are information that you do not want others with access to your email to see.

Limitation of Liability, Waiver, and Release

YOU AGREE THAT NEITHER CMC, NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, AND SUPPLIERS SHALL HAVE ANY LIABILITY TO YOU UNDER ANY THEORY OF LIABILITY OR INDEMNITY IN CONNECTION WITH YOUR USE OF THE TECHNOLOGY REQUIRED FOR CMC TELEHEALTH VISIT COMMUNICATIONS. YOU HEREBY RELEASE AND FOREVER WAIVE ANY ALL CLAIMS YOU MAY HAVE AGAINST CMC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND SUPPLIERS (INCLUDING BUT NOT LIMITED TO CLAIMS BASED UPON NEGLIGENCE) FOR LOSSES OR DAMAGES YOU SUSTAIN IN CONNECTION WITH YOUR USE OF THE TECHNOLOGY. NOT LIMITING THE GENERALITY OF THE FOREGOING, YOU EXPRESSLY RELEASE CMC FROM ANY AND ALL LIABILITY FOR ANY DISCLOSURE OF INFORMATION DUE TO UNAUTHORIZED USE OF THE TECHNOLOGY, YOUR EMAIL INCLUDING NAME AND PASSWORD, AND YOU EXPRESSLY AGREE NOT TO HOLD CMC OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, AND SUPPLIERS LIABLE FOR NETWORK INFRACTIONS BEYOND THEIR CONTROL.

Indemnity

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS CMC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, CUSTOMERS, AND SUPPLIERS FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM ANY VIOLATION OF THIS AGREEMENT OR ANY ACTIVITY RELATED TO THE TECHNOLOGY REQUIRED FOR CMC TELEHEALTH VISIT COMMUNICATIONS.

Other Information

You acknowledge that CMC shall not condition treatment on your participation in CMC Telehealth Visits, and YOU MAY REFUSE TO SIGN THIS AGREEMENT. If you are not comfortable or satisfied with the use of CMC Telehealth Visits, you should discontinue your use. Once you sign this Agreement

**CATHOLIC MEDICAL CENTER
MANCHESTER, NEW HAMPSHIRE
TELEHEALTH CONSENT – page 4**

or otherwise authorize CMC Telehealth Visits, you have the right to change your mind and revoke your authorization by delivering written notice to your CMC Physician Practice Office. Such revocation will be effective with respect to future CMC Telehealth Visits, but shall not be effective for any CMC

Telehealth Visits that were previously conducted while this Agreement was in effect. You expressly acknowledge and understand that information discussed during a CMC Telehealth Visit could be subject to re-disclosure by any third-party recipients who you authorize to have participate, listen, view, or otherwise have access, as well as by third-party recipients with unintended access if you do not follow the privacy, security, and other measures set forth within this Agreement, and if so in either case, may not be subject to federal or state law protecting its confidentiality. This Agreement shall not expire unless you revoke your authorization as further described above, and even upon such revocation the provisions regarding Limitation of Liability, Waiver and Release, as well as Indemnification, shall survive. They shall also, at all times, be available for the benefit of CMC and its officers, directors, employees, agents, affiliates, customers, and suppliers. Each of these individuals and entities shall have the right to assert and enforce those provisions directly against you on its own behalf. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire. CMC may modify this Agreement and periodically, for any reason, with or without notice. The most current version of this Agreement shall be provided prior to joining each CMC Virtual Visit.

Your signature below provides consent for CMC Telehealth Visits and your agreement to the above Terms:

_____/_____/_____ :_____
Signature of Patient Date Time

_____/_____/_____
Print Patient Name Patient Date of Birth

_____/_____/_____ :_____
Legal Agent Signature (if applicable) Date Time

Print Legal Agent Name Relationship to Patient