

TERMS AND CONDITIONS OF USE AND CONSENT TO TELEHEALTH (VIDEO VISIT)

This Terms and Conditions of Use and Consent to Telehealth (Video Visit) (“Video Visit Consent”) incorporates by reference the MyChart Terms and Conditions of Use. [Click here](#) to access the MyChart Terms and Conditions of Use. In this Video Visit Consent, the terms “you” and “your” refer to the person using the service, or in the case of a use of the service by or on behalf of a minor, “you” and “your” refer to and include (i) the parent or legal guardian who provides consent to the use of the service by such minor or uses the service on behalf of such minor, and (ii) the minor for whom consent is being provided or on whose behalf the service is being utilized.

Video visits should only be used to request advice for non-urgent conditions. If you have an urgent need to see a medical provider, please contact your clinic by phone during normal business hours. For medical emergencies, please call 911 immediately.

This video visit is a form of "telehealth" between the patient (You) and a healthcare provider who is located at a site remote from your location at the time of the service. Telehealth often involves the transmission of video, audio, images, and other types of data in order to support and promote long-distance clinical health care.

You are eligible for a video visit only if:

- You are an established patient with the clinic;
- You have an active MyChart account;
- You are 18 years of age or older or the child of a parent or legal guardian 18 years of age or older who has provided consent to the use of the service on your behalf;
- You are located in the state of California at the time of the video visit;
- Your request is in regards to your own health or the health of a child for whom you are the parent or legal guardian; and
- You accept this Video Visit Consent

At the scheduled appointment time, you and the healthcare provider will connect to the video platform within MyChart and the healthcare provider will conduct the video visit. Please note that at any time, the healthcare provider may terminate the video visit and advise you to seek treatment from an in-person healthcare provider if at any time it is determined that your condition may require in-person services. You understand that you may have to travel to see a healthcare provider in-person for certain diagnosis and

treatment matters, in addition to a video visit or when a video visit is not recommended.

The services provided as part of your video visit, will be submitted as a claim to your primary insurance carrier. We will not bill any secondary insurance. You are responsible for applicable co-pays, co-insurance or deductibles associated with your health insurance policy. If your insurance does not cover this service or you do not have health care insurance, you will be responsible for the entire fee for the video visit. If you have any questions about video visit coverage, please contact your health care insurance provider directly.

Anticipated Benefits

The use of Video Visits may have the following possible benefits:

- Making it easier and more efficient for you to access medical care and treatment for the conditions treated by a healthcare provider
- Allowing you to obtain medical care and treatment by a healthcare provider at times that are convenient for you; and
- Enabling you to interact with a healthcare provider without the necessity of an in-office appointment

Possible Risks

While the use of Video Visits can provide potential benefits for you, there are also potential risks associated with usage. These risks include, but may not be limited to, the following:

- The information transmitted to the healthcare provider may not be sufficient (e.g. poor resolution of images) to allow for appropriate decision-making by the healthcare provider;
- The inability of the healthcare provider to conduct certain tests or assess vital signs in-person may in some cases prevent him or her from providing a diagnosis or treatment or from identifying the need for emergency medical care or treatment for you;
- The healthcare provider may not be able to provide medical treatment for your particular condition and you may be required to seek alternative healthcare or emergency care services;
- Delays in medical evaluation/treatment could occur due to deficiencies or failures of the technology or electronic equipment used;
- The electronic systems or other security protocols or safeguards used in the service could fail, causing a breach of privacy or your medical or other information; and/or
- A lack of access to all of your medical records may result in adverse drug interactions or allergic reactions or other judgment errors.

Acceptance

All medical care and treatment you receive from Loma Linda University Health (“LLUH”) using this service will be provided using telehealth.

The delivery of healthcare services is an evolving field and the use of telehealth in your medical care and treatment from LLUH may include uses of technology different from those described in this Video Visit Consent or not specifically described in this Video Visit Consent.

There are potential risks to the use of telehealth, including but not limited to the risks described in this Video Visit Consent.

You have the right to withdraw your consent to the use of telehealth in the course of your care at any time, which you may exercise by providing written notice to our Health Information Management Department: 101 East Redlands Blvd. Suite 1200 San Bernardino, CA 92408. The withdrawal of such consent will prevent you from using this service. Any withdrawal of your consent will be effective upon receipt of the written notice described above, except that such withdrawal will not have any effect on any action taken by LLUH in reliance on this Video Visit Consent before it received your written notice of withdrawal.

You consent and authorize LLUH to document and make part of your permanent medical record information discussed during your video visit. You have read the Notice of Privacy Practices (“Notice”), which provides that your permanent medical record may be used and disclosed by LLUH in accordance with the Notice. [Click here](#) to access our Notice. You understand that the use of technology to store and transmit your permanent medical record introduces additional opportunities for someone to breach the security and privacy protocols that LLUH uses to protect your confidential information. LLUH stores and transmits your information in compliance with the Health Insurance Portability and Accountability Act (“HIPAA”) Security Rule and all other applicable state and federal laws and regulations.

You understand that the use of telehealth involves electronic communication of your personal medical information to LLUH. You understand that it is your duty to provide LLUH truthful, accurate and complete information, including all relevant information regarding care that you may have received or may be receiving from other healthcare providers outside of this service.

You represent that (a) you have read this Video Visit Consent carefully, (b) you understand the risks and benefits of this service and the use of telehealth in the medical

care and treatment provided to you by LLUH using this service, and (c) you have the legal capacity and authority to provide this consent for yourself and/or the minor for which you are consenting under applicable federal and state laws, including laws relating to the age of majority and/or parental/guardian consent.

By using the video visit service, you give your informed consent to the use of telehealth by LLUH using this service under the terms described in the MyChart Terms and Conditions of Use and this Video Visit Consent.