



## United Urology Telehealth

### Terms of Use

Last Updated: April 9, 2020

Welcome to the United Urology Telemedicine service. To use this service, you must agree to be bound by all of the term of use for this agreement. Please print and keep a copy of this Agreement. United Urology may, from time to time, at its convenience, change the terms of this Agreement. It is your responsibility to review these terms each time you use this service.

**IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL "911" IMMEDIATELY.**

**PLEASE READ THE FOLLOWING TERMS OF USE BEFORE USING THIS TELEMEDICINE PORTAL.** These Terms of Use are an agreement between you, your provider and United Urology. All users of the Telemedicine Portal are subject to the following terms and conditions under applicable law. If you do not agree to these terms and conditions, please do not use this Telemedicine Portal. You may continue to see your provider in the office location as an alternative.

### Eligibility and Authority

The Telemedicine Portal and the services accessed through the Telemedicine Portal are available only to users who can form legally binding contracts under applicable law. By using the Telemedicine Portal, you represent and warrant that you are (i) at least eighteen (18) years of age and/or (ii) otherwise recognized as being able to form legally binding contracts under applicable law.

The practice of medicine is based upon the physical location of the patient, and the doctor must be licensed to practice in that state. You hereby certify that you are currently located within the State where your provider's office is located. If you are not physically within this State during the time of the telemedicine visit, you are not eligible for telemedicine services, unless your provider is also licensed to practice medicine in the State you are in at the time of the visit.

You acknowledge that this service may not be covered by Medicare or Medicaid if you are not at a hospital or other medical facility. It may also not be covered by Medicare if you are not outside of a metropolitan statistical area.

**IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL "911" IMMEDIATELY.**

### Informed Consent

Telehealth is the delivery of health care services using interactive audio and video technology, where the patient and the Health Professional are not in the same physical location. During your telehealth consultation with a Health Professional, details of your health history and personal health information will be discussed with you. The telehealth services you receive from the Health Professionals are not intended to replace your relationship with your primary care physician or other physicians you may consult. You should seek emergency help or follow-up care when recommended by a Health Professional or when otherwise needed, and continue to consult with your primary care physician and other healthcare professionals as recommended. With any health service, there are potential risks associated with the use of telehealth. These risks include, but may not be limited to:

- **In rare cases, information transmitted may not be sufficient (e.g. poor resolution of images) to allow for appropriate health care decision making by the Health Professional.**
- **Delays in evaluation or treatment could occur due to failures of the electronic equipment;**
- **Although the electronic systems we use will incorporate network and software security protocols to protect the privacy and security of health information, in rare instances, security protocols could fail, causing a breach of privacy of personal health information**
- **The lack of a physical exam in-person may limit your provider's ability to diagnosis and treat certain conditions.**
- **A lack of access to all of your medical records (for example records that are not in our electronic medical record) may result in adverse drug interactions or allergic reactions or other judgment errors.**

You understand that you may expect the anticipated benefits from the use of telehealth in your care, but that no results can be guaranteed or assured. Your chosen Health Professional may determine that use of the Telemedicine Portal is not appropriate for some or all of your treatment needs. Potential benefits include and may not be limited to:

- Improved access to medical care by enabling a patient to remain at his or home or office while consulting a provider
- More efficient medical evaluation and management

I understand that the laws that protect privacy and the confidentiality of medical information also apply to telemedicine. I have received the Notice of Privacy Practices (NPP) which explains how United

Urology may use and disclose confidential health information for treatment, payment, and healthcare operations, including for substance abuse, psychiatric care, or HIV, if applicable, as explained in the NPP.

### Prohibited Conduct

It is strictly prohibited to record in any manner the interactions of the provider and patient during a video visit for use in any legal proceeding or for personal use.

## TELEMEDICINE PORTAL

### Privacy Policy

United Urology takes your privacy very seriously. This privacy policy describes our collection of personal data when you use the Telemedicine Portal via the website or the mobile App. This policy describes our use and disclosure of such personal data, and the steps we take to protect such personal data. "Personal data" means any information relating to an identified or identifiable natural person directly or indirectly, including medical and health-related information about you. By using Telemedicine, you agree to and consent to the collection and use of your information as described below.

If you do not want us to use your information or your data as stated in this Privacy Policy, please do not use the Telemedicine Portal.

This Telemedicine Portal is provided through technology made available by Zoom, which allows you to communicate with United Urology health care providers.

### Information We May Collect

We may collect the following when you use the Telemedicine Portal:

- Standard Log-in Information.
- Details of how you used the Telemedicine Portal (e.g. length of your telemedicine visit, or signing in and date/time of request).
- Device Parameters. UDID (Unique Device Identifier), technology (Android / iOS), App version, OS version, network status, brand, manufacturer, carrier technology, IP address, device type, and browser type
- Location data.
- Other Information. Such as comments or questions you have provided to us.

### How We Use Information

We may use your contact information, including your email address, to contact you for administrative purposes regarding your use of Telemedicine.

We use the information that we collect to operate, maintain, enhance, and provide all features of Telemedicine. We also use the information to provide services to respond to comments and questions for user support.

Your data will NOT be used for advertising or other use-based data mining purposes. We will not access your personal contacts, other applications, or personal photos.

### How We Disclose Information

To the extent permitted by applicable law, we may disclose your information if required to do so by law to comply with state and federal laws, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies.

Information may be disclosed and otherwise transferred to an acquirer, successor, or assignee as part of any merger, acquisition, debt financing, sale of assets, or similar transaction, or in the event of an insolvency, bankruptcy, or receivership in which information is transferred to one or more third parties as one of our business assets, to the extent and in the way as prescribed by applicable law.

### Data Security

United Urology uses appropriate physical, managerial, and technical safeguards that are designed to protect the confidentiality, integrity and security of personal data that we collect and maintain against accidental or unlawful loss, theft and misuse and unauthorized access, disclosure, alteration destruction, or any other type of unlawful processing. Unfortunately, no web site, server or database is completely secure. United Urology cannot guarantee that your Personal data will not be disclosed, misused or lost by accident or by the unauthorized acts of others.

### Changes to Our Privacy Policy

United Urology reserves the right to change this Privacy Statement, and when updated, the effective date of the new version will be at the top of this statement.

## Contact

If you have any questions, comments or requests regarding this Privacy Policy or our processing of your information, please direct inquiries to your United Urology office.

## **PATIENT ACKNOWLEDGEMENT AND CONSENT**

If telemedicine is not a covered service by your insurance, the copay is non-refundable due to the costs incurred by our practice.

- **Consent to Health Care Services:** I am requesting that health care services be provided by United Urology. I voluntarily consent to all medical treatment and health care-related services that the caregivers at United Urology consider to be necessary for me (or the patient named below). These services may include diagnostic, therapeutic, imaging, and laboratory services.
- **Financial Responsibility:**  
(a)(i). Subject to applicable law and the terms and conditions of any applicable contract between United Urology and a third-party payer, and in consideration of all health care services rendered or about to be rendered to me (or the below-named patient), I agree to be financially responsible and obligated to pay United Urology for any balance not paid under the "Assignment of Benefits/Third-Party Payers."
- **Advance Notice of Non-coverage:**  
Medicare and other commercial insurance plans may not pay for everything that you or your health care provider have good reason to think you need, including this telemedicine service. By providing your payment information, you are choosing to receive this health care service.
- **Assignment of Benefits/ Third-Party Payers:** In consideration of all health care services rendered or about to be rendered to me (or the below-named patient), I hereby assign to United Urology all right, title, and interest in and to any third-party benefits due from any and all insurance policies and/or responsible third-party payers of an amount not exceeding United Urology's regular and customary charges for the health care services rendered. I authorize such payments from applicable insurance carriers, third-party payers, and other third-parties. A list of usual and customary charges is available upon request. I consent to any request for review or appeal by United Urology to challenge a determination of benefits made by a third-party payer. Except as required by law, I assume responsibility for determining in advance whether the services provided are covered by insurance or other third-party payer.
- **Uses and Disclosures of Health Information:** I have received United Urology's Notice of Privacy Practices. The Notice of Privacy Practices explains how United Urology may use and disclose confidential health information that identifies me (or the below-named patient). I consent to let United Urology use and disclose health information about me (or the below-named patient) as described in the Notice of Privacy Practices. In doing so I consent to the release of my (or the below-named patient's) health information and financial account information to all third-party payers and/or their agents that are identified by United Urology, its billing agents, collection agents, attorneys, consultants, and/or other agents that represent United Urology or provide assistance to United Urology for the purposes of securing payment from all parties who are potentially liable for payment for my (or the below named patient's) health care
- Patient acknowledges that this telehealth service is being provided in a private residence and not a hospital or other facility and therefore may not be covered under Medicare.

- You hereby certify that you are physically located in the state where your provider's office is located and agree to only interact with a Provider through Telehealth while present in that state. You acknowledge that your ability to access and use the Service is conditioned upon the truthfulness of this certification and that the providers you access are relying upon this certification in order to interact with you.
- I hereby certify that I am at least 18 years of age and am qualified under the laws of my state to make medical decisions on my own behalf. I acknowledge that my ability to access and use the United Urology telehealth service and information is conditional upon the truthfulness of my certification of age.
- You retain the option to refuse the delivery of health care services via telemedicine at any time without affecting your right to future care or treatment and without risking the loss or withdrawal of any program benefit to which you would otherwise be entitled.
- You will have access to all medical information resulting from telemedicine services as provided by applicable law for access to your medical records.
- All applicable confidentiality protections shall apply to the services.