



## **ThedaCare's Virtual Health Services End User Agreement March 24, 2020**

This Virtual Health Services End User Agreement ("Agreement") is a legal agreement between you and ThedaCare, Inc. Throughout this Agreement, ThedaCare, Inc. is referred to as "ThedaCare," "we," or "us," and "you" refers to the person who clicks "I Agree to these Terms of Use." However, if you are clicking "I Agree" on behalf of a minor or another adult as his or her legally authorized representative, then "you" means the authorized representative and the person represented, but in that case the Service must be used only for the benefit of the minor or other adult for whom you serve as legal representative.

### **ABOUT VIRTUAL HEALTH SERVICES**

ThedaCare created and maintain Virtual Health Services, which include online Video Visits ("Video Visit(s)") and a medical online questionnaires ("eVisit(s)"), to provide interactive access to our healthcare providers. Video Health Services may include communication via video, audio, in-app messaging, emails, tablets and smartphones. Your access to and use of this Service is subject to the terms outlined in this End User Agreement.

### **CHANGE IN TERMS OF USE**

ThedaCare reserves the right to revise and update this agreement at any time. Any such revisions will be effective on the date ThedaCare posts them to its [website](#). Your use of our service following any such revisions will be deemed your acceptance of such revisions. You should review the online terms, in advance, each time you choose to use Virtual Health Services. The outlined terms are not intended to be a comprehensive "Frequently Asked Questions" document. ThedaCare's website does include a link to a separate "Frequently Asked Questions" document for that purpose.

### **DO NOT USE THEDACARE'S VIRTUAL HEALTH SERVICES FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY.**

ThedaCare's Virtual Health Services are not appropriate to address emergency or life-threatening medical conditions and should not be used in such circumstances. If you believe your situation involves a medical emergency, immediately call 911 or get to a hospital Emergency Room. In addition, ThedaCare's Virtual Health Service may direct you to an Emergency Room or other appropriate facilities at any time during your visit. Virtual Health Services should be used only to request care or advice for non-urgent conditions.

### **GENERAL CONSENT TO RECEIVE CARE VIRTUALLY**

By accepting this End User Agreement you are consenting to receive all routine medical care and treatment as ordered and instructed by a ThedaCare clinician as part of the Virtual Health Services. Routine medical care and treatment may include, but is not limited to, ordered labs and/or diagnostic procedures.

You understand that you will be under the direct care of clinician(s) while a patient at ThedaCare who has sole discretion in determining if the condition being diagnosed and/or treated is appropriate for Virtual Health Services. At any time during a Video Visit or eVisit the clinicians may terminate your visit and advise you to seek care or treatment from an in-person visit which may include using the closest Emergency room. You also recognize that the practice of medicine is not an exact science and you acknowledge that no guarantees of diagnosis, treatment or prescriptions have been made or will be made to you. At any time you may seek as an alternative care location best suited to handle your medical care needs (i.e. Walk-In Clinic, or provider office) of your choosing.

## **VIRTUAL HEALTH SERVICES ELIGIBILITY REQUIREMENTS**

### **Eligibility to Receive Care Virtually**

To access the Virtual Health Services, you must first confirm:

- A. For Video Visits, you have an established an individual MyThedaCare online user account ("Account"), by providing certain information to establish said account.
- B. For eVisits eligibility you must be an existing patient of a ThedaCare physician, have been seen within the last three years.
- C. You are at least 18 years of age and possess the legal right and ability, on behalf of yourself or a minor child for whom you are a parent or legal guardian, to agree to these Terms of Use. Additional information is located under the Age Requirements section.
- D. You are communicating honestly with the provider to receive care. If you provide any information that is untrue, inaccurate, not current or incomplete, or we reasonably believe that such account information may be untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your account and refuse any and all current or future use of the Virtual Health Services.

### **Geographic Restriction**

You do not need to be a resident of the State of Wisconsin to utilize ThedaCare's Virtual Health Service. You acknowledge that your ability to access and use Virtual Health Services is conditioned on the truthfulness of the certifications you are making by accepting this agreement and that these certification are being relied upon in the delivery of the Virtual Health Services.

### **Age Requirements**

To use the ThedaCare Virtual Health Services, you must be at least 18 years of age. If you are under 18 years of age, then a parent or legal guardian may request Virtual Health Services on your behalf.

## **GENERAL USE TERMS**

### **Hours of Operation**

ThedaCare will provide both eVisit and Video Visits 7 days a week, 365 days a year. Hours for both options are available according to the schedule below. The listed hours of the services are subject to change without notice, at ThedaCare's sole discretion.

- . 7 am to 7 pm Monday through Friday
- . 8 am to 5 pm Saturday and Sunday
- . Holidays hours will vary so please check with the service prior to use.

### **Customer Service Promise**

ThedaCare is committed to provide an exceptional patient care experience.

- Video visits will be offered on a scheduled basis by appointment.
- Our eVisit response time typically is one (1) hour from receipt by the provider if submitted before 6pm Monday to Friday or 4pm Saturday or Sunday. Requested submitted after that deadline will be responded to on the following day.

If a response is unclear or you, you do not receive a response, or your symptoms worsen, please call your clinic or seek care at a local Walk-In Clinic or Emergency Room accordingly.

### **Available Treatment Options**

As stated previously, Virtual Health Services should be used only for non-urgent medical conditions. If you need urgent medical care, please contact your clinic. For all medical emergencies, call 911 immediately.

Listed below are all of the current ThedaCare's treatment options for Virtual Health Services for any new or existing medical conditions. Each has an appropriate age restriction noted. This list may change from time to time without notice so, it is important to review each time you are seeking treatment.

<b>Medical Conditions</b>	<b>Age Restrictions</b>	<b>Video Visit Available</b>	<b>eVisit Available</b>
<b>Acne</b>	Min 10 years old to 65 years old max	X	X
<b>Athlete's Foot</b>	Min 18 years old	X	X
<b>Minor Burns &amp; Rashes</b>	Min 18 years old	X	
<b>Canker Sore</b>	Min 18 years old	X	X
<b>Cold Sore</b>	Min 18 years old	X	X
<b>Coronavirus (COVID-19)</b>	Min 2 years old	X	X
<b>Diaper Rash</b>	6 months to 18 years old max	X	X
<b>Erectile Dysfunction</b>	Min 40 years old	X	X
<b>Excessive Sweating</b>	Min 18 years old to 65 years old max	X	X
<b>GERD</b>	Min 18 years old	X	X
<b>Infections (Minor)</b>	Min 18 years old	X	
<b>Influenza</b>	Min 18 years old	X	X
<b>Insomnia</b>	Min 18 years old	X	X
<b>Lice</b>	Min 6 months old	X	X
<b>Pink Eye</b>	Min 2 years old	X	X
<b>Rash (may require a photo)</b>	Min 18 years old	X	X
<b>Ringworm</b>	Min 18 years old	X	X
<b>Seasonal and Environmental Allergies</b>	Min 2 years old	X	X
<b>Shingles</b>	Min 18 years old	X	X
<b>Stomach Flu</b>	Min 5 years old	X	X
<b>Stye</b>	Min 18 years old	X	X
<b>Swimmers Ear</b>	Min 18 years old	X	X

<b>Tick Bite</b>	Min 18 years old	X	X
<b>Travel Medicine</b>	Min 18 years old	X	X
<b>Upper Respiratory / Sinus Illness</b>	Min 18 years old	X	X
<b>Urinary Tract Infection (UTI) for Females</b>	Min 18 years old	X	X
<b>Vaginal Yeast Infection</b>	Min 9 years old to 75 years old max	x	X

## FINANCIAL CONSIDERATIONS

### Cost of Services

Depending on which virtual health option you select from ThedaCare, cost will vary and is subject to adjustment at any time by ThedaCare. All services will be billed to the insurance on file.

- Video visits will be billed using set fee which are consistent with the fees billed if you were to present to the clinic for care.
- eVisits through MyThedaCare will be provided for \$35.00 per visit.

The fee for a Virtual Health Visit does not include the costs of other necessary services such as laboratory test, x-rays or prescriptions which may result in additional charges.

### Cancellations

As long as you cancel 2 hours prior to your Video Visit, ThedaCare will not bill your insurance for the visit. You can cancel your Video Visit by logging into your MyThedaCare account and clicking on "Cancel" in your upcoming appointment details on line. You can also reschedule your appointment if needed by logging into your account.

### Your Financial Obligations and Insurance Coverage

You agree to accept full financial liability for any and all fees incurred in connection with receiving Virtual Health Service. You understand that you are financially responsible to ThedaCare for the total charges for services rendered and you agree to pay ThedaCare for all charges which are not paid by either your insurance plan, Medicare, Medicaid, PPO, HMO or other coverage, in addition to copayments and deductibles, as permitted by law. As ThedaCare will be billing your insurance company for your Virtual Health Service, any excess payment after all accounts are paid will be refunded to you or to your insurance in compliance with ThedaCare's refund schedule.

Insurance coverage for this service may change over time, so please check this user agreement each time you wish to use the service. You understand your insurance coverage is a contract between you and your insurance company and you are responsible for the any unpaid balance for virtual visits unrelated to Coronavirus (COVID-19). ThedaCare is authorized to bill your insurance and this authorization will remain in effect until you change or cancel it and notify ThedaCare in writing of any account changes.

In the event you do not carry any insurance, you will be billed for the service as a self-pay patient after services are rendered to the billing address we have on file.

If you need financial assistance Thedacare offers financial assistance through its Caring Hearts Program to patients that meet certain eligibility criteria outlined in ThedaCare's Financial Assistance Policy. If you make an application for financial assistance according to ThedaCare internal policies, ThedaCare is permitted to verify and validate all information provided as necessary to determine whether you are eligible for financial assistance.

## **Medicare-Medicaid Patient's Certification-Authorization to Release Information and Payment Request**

I certify that the information given by me in applying for payment under Titles XVIII and XIX of the Social Security Act is correct. I authorize any holder of medical or other information about me to release to ThedaCare and/or the physician providing services, their billing agents, the Social Security Administration, its intermediaries and carriers, any information needed for this or a related Medicare/Medicaid claim. You request that payment of authorized benefits be made on my behalf to ThedaCare Physicians for services furnished to me by that provider.

### **Assignment of Insurance Benefits**

You assign ThedaCare all rights to benefits, insurance payments, insurance payments, insurance requirements, or other payments or judgements to which you may be entitled for Virtual Health Services provided to you at ThedaCare facilities. You also authorize ThedaCare to bill my insurance and assign the payment of these benefits directly to ThedaCare.

You assign all rights to benefits, insurance, payments, insurance reimbursements or other payments or judgments to which you may be entitled for hospital-based physician services (pathology, radiology, cardiology, etc.) and/or emergency department to the physician or organization providing the professional services. You also authorize submission of a bill for professional services to your insurance for payment.

You authorize and designate ThedaCare as your authorized agent and representative with the power to act on your behalf with respect to all matters related to all of my rights, benefits, privileges, protections, claims, causes of action, interests or recovery arising out of any coverage source, including but not limited to the ability to request reconsideration and/or appeal; payment decisions made by any group health plan, employee benefits plan, health insurance plan, any other insurance plan or utilization review entity for coverage or grievance review (the "Plan"). This includes, without limitation, the authority and right to: file medical claims with the Plan; file appeals and grievances with the Plan; request verification of coverage or pre-certification or authorization; file pre-service and post-services claims; request any and all information and documents under which the Plan is established or operated; request any and all policies, procedures and guidelines and protocols considered by the Plan in connection with the benefit claim determination; and to institute any litigation and/or complaints against the Plan naming me as the plaintiff in such litigation if necessary.

You designate, authorize and convey to ThedaCare to the fullest extent permissible under law under any applicable plan the right and ability to act as your Authorized Representative with respect to benefit plan governed by the provisions of ERISA as provided in 29 C.F.R. 2560.503-1(b) (4) with respect to any healthcare expense incurred as a result of the services you received from ThedaCare. This includes, without limitation, the right and ability to act on your behalf in connection with any claim, appeal right, cause of action, including without limitation, any claim that may be brought pursuant to ERISA, that you may have under the plan; and the right and ability to act on your behalf in connection with any claim, right, or cause of action including litigation against the plan (even to name me as plaintiff in such action) that you may have under such plan, you understand you can revoke this authorization in writing at any time.

### **Release of Information for Billing Purposes**

You consent and authorize ThedaCare to disclose any medical information from your patient health care records relating to services provided to your insurer as identified or as later identified, for payment purposes as may be necessary to process any pending or future insurance claims. This may include any and all information contained in the patient care record to the extent that such records are needed for billing or collection of benefits due from any payer. You further authorize the release of this information to a court of law in any proceeding instituted by ThedaCare to obtain payment of charges for services rendered, you understand that you have the right, upon request, to inspect and receive a copy of all records being disclosed.

## **EQUIPMENT CONSIDERATIONS**

### **Equipment Needed to Participate in a Video Visit**

To participate in a Video Visit you must have at minimum a video camera on your phone, laptop, tablet, computer or other mobile device. If you do not have that specific equipment, you will not be able to have care provided via video. If you do not have a web camera available it is recommended you use the eVisit option as an alternate method of receiving your clinical care.

In addition to your web camera you will also need on your device a microphone installed and have access to the MyChart app. The internet browser recommend is Internet Explorer for the best experience for a Video Visit. Please note that Video Visits are not currently compatible with Safari or Mac OS X High Sierra (version 10 13) or later. If you are a Mac user, please use a different web browser such as Chrome or the MyChart smart phone app when you conduct your video visit.

It is highly recommended you test your equipment when you first schedule your video visit to avoid delays because of technical issues when you log in for your appointment with a provider. A set of complete instructions for video visits is now available from review at [thedacare.org/video-visits](http://thedacare.org/video-visits).

### **Possible Risks of Virtual Health Visits**

As with any medical procedure, there are potential risks associated with the use of virtual health visits. You are acknowledging and accepting the previously mentioned risks when you accept this End User Terms of Agreement and proceed to use the service for your clinical care needs. You understand that your virtual health clinician or you can discontinue the virtual health consultation if it's felt that the services are not adequate for your medical situation.

These risks may include, without limitation, the following:

- Delays in medical evaluation and consultation or treatment may occur due to deficiencies or failures of the equipment.
- Security protocols could fail, causing a breach of privacy of personal medical information.
- Lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other negative outcomes.
- Information transmitted may not be sufficient (e.g., poor resolution of images or videos) to allow for appropriate medical decision making by the provider. Due to the nature of virtual health visits, providers cannot perform certain hands-on examinations that they may perform during in-person examinations. In some cases, applicable laws may prevent the provider from providing certain services,

treatments, or prescriptions (i.e., controlled substances) through the use of virtual health visits.

## **MEDICAL RECORDS AND ACCESS TO REVIEW**

All electronic communication shared during an eVisit will become part of the patient's medical record. During any Video Visit, ThedaCare will not record any of the "live video visit" content during your visit, and it will not become part of the patient's medical record. However, during the course of a video visit, pictures from screen shot captures of medical conditions (i.e., rashes, wounds, etc.) shared with the provider can be added and become part of the patient's medical record. By accepting this agreement you are acknowledging how your medical record may be impacted by agreeing to participate in a virtual visit.

You understand that you may review and/or receive copies of ThedaCare medical records. Review requests need to be scheduled in advance during regular business hours in the Health Information Department. You also understand that you may incur charges related to your request. You may authorize other persons to review and/or receive copies of your health care records by submitting a written request to ThedaCare in accordance with ThedaCare's policies. You can request a copy of your health care records be referred to another health care provider of your choice and agree to complete any required paperwork required to complete your request.

## **NOTICE OF NONDISCRIMINATION AND LANGUAGE ACCESSIBILITY**

ThedaCare complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. ThedaCare's Notice of Nondiscrimination and information about language accessibility is available at <https://www.thedacare.org/Policies-and-Legal-Forms.aspx>

## **SECURITY**

### **MyChart Login Security**

As part of the MyChart registration process for patients or caregivers, the site requires that you create a unique personal login ID and password which is needed to use the Virtual Health Services. Carefully choose, use, and save your passwords for this Service. ThedaCare has no control over use of passwords, and cannot tell whether someone else is accessing the Service under your password so we recommend selecting a unique password only known to yourself.

As a result, you are solely responsible for any use of your password or other login information by you or any third party and ThedaCare has no responsibility or liability for any such use. You should immediately change your password if you believe that your account has been compromised. Additionally ThedaCare recommends that you check to ensure your computer, tablet or smartphone device has the most recent operating system updates, patches, etc. so that you help minimize your security, data and privacy risks.

### **Security of Virtual Visits**

You may share your personal information with ThedaCare through your use of this Virtual Health Services. ThedaCare takes all measures reasonably necessary to protect your personal information from unauthorized access, alterations, or destruction and to maintain data accuracy and ensure the appropriate use of your personal information. Any personal or restricted information provided to the virtual health service is encrypted within the



current guidance of Health Insurance Portability and Accountability Act (HIPAA) and National Institute of Standards and Technology (NIST). Our Virtual Health Service is secure, confidential, and compliant with all medical privacy regulations. ThedaCare also follows generally accepted industry standards to protect personal information submitted to us, both during transmission and once we receive it. Please note that no method or transmission over the Internet or method of electronic storage is 100% secure.

## **RESTRICTIONS ON YOUR USE**

You may not use this Service for any purpose prohibited or restricted by law or in violation of this Agreement. Furthermore, you acknowledge it is strictly prohibited and agree not to participate in conducting any audio or video recording of any portion of your Virtual Health Services.

## **USER FEEDBACK**

You may be asked to provide feedback on your Virtual Health Services experience with ThedaCare. This feedback is always optional and your choice regarding whether to participate. You agree not to provide any personally identifiable information such as name or insurance ID. This feedback may be posted on [thedacare.org](http://thedacare.org) or one of our associated social media accounts (i.e., Twitter, Facebook, Snapchat, LinkedIn) after confirming that it does not contain any identifying information. Your feedback may also be hosted and stored at a third party site.

## **COMMUNICATIONS**

You understand that you may provide an e-mail address to be used by ThedaCare to communicate with you before and after your Virtual Health Services. You also understand that e-mail communications may include individually identifiable protected health information including, but not limited to confirmation of scheduled appointments, communication of test results, and/or other patient information.

## **LIMITATIONS OF LIABILITY**

In no event shall ThedaCare be liable to anyone for any delays, inaccuracies, errors or omissions with respect to the Virtual Health Service or the transmission or delivery of all or any part of the services, for any damage arising thereof, or any results obtained from the use of the Service.

## **TERMINATION**

Thedacare may suspend or terminate your access to use the Virtual Health Services at any time. ThedaCare has the right (but not the obligation) to refuse to provide access to the Virtual Health Services to any person, agency or organization at any time, in our sole discretion. ThedaCare reserves the right to change, suspend, or discontinue all or part of the Service, temporarily or permanently, without prior notice.



## **GENERAL CONTACT INFORMATION**

If you have any questions about these Terms of Use, the Service or the Content, you may contact us by: (a) sending an email to [legal@thedacare.org](mailto:legal@thedacare.org), or (b) sending a letter via US Mail to: ThedaCare, Inc. 122 East College Ave, PO Box 8025, Appleton, WI 54912-8025, Attn: Corporate Legal and Compliance.

If you are experiencing technical issues during your Virtual Health Services, you can contact our support line at 920-454-5000, which is available 24 hours a day, 7 days a week.

If you are have questions about your Virtual Health Service bill, you can contact us at 800-236-4102 available:

- 7:30 am to 5:30 pm Monday through Thursday
- 7:30 am to 4:00 pm Friday