

VIRTUAL PHYSICIAN ASSOCIATES, LTD. D/B/A MYOWNDOCTOR MEDICAL GROUP

CONSENT, WAIVER AND RELEASE
FOR MEDICAL AND BEHAVIORAL HEALTH TELEHEALTH SERVICES

THIS CONSENT, WAIVER AND RELEASE FOR MEDICAL AND BEHAVIORAL HEALTH TELEHEALTH SERVICES (this “**Agreement**”) is a binding contract between you (“**you**” or “**your**”) and **Virtual Physician Associates, Ltd. d/b/a MyOwnDoctor Medical Group**, an Illinois medical corporation (“**MyOwnDoctor Medical Group**”), and is being entered into in consideration of your desire that certain qualified, licensed healthcare professionals(s) employed or contracted by MyOwnDoctor Medical Group and/or its affiliates (collectively, the “**Providers**”) furnish professional medical services and/or professional behavioral health services to you or to the individual on whose behalf you legally enter into this Agreement (as applicable, “**Patient**”) by the use of “telehealth”, which is defined under Illinois law as the evaluation, diagnosis or interpretation of electronically transmitted patient-specific data between a remote location and a licensed health care professional that generates interaction or treatment recommendations, and included telemedicine and the delivery of health care services provided by way of an audio and video system permitting two-way, live interactive communication between the patient and the distant site health care provider (collectively, the “**Services**”). This Agreement governs your and Patient’s (if different than you) access to and use of the Services.

THIS AGREEMENT BECOMES EFFECTIVE WHEN YOU CHECK THE BOX TO ACCEPT OR AGREE TO THE TERMS OF THIS AGREEMENT WHEN THIS OPTION IS MADE AVAILABLE TO YOU OR BY ACCESSING OR USING THE SERVICES. BY CHECKING THE BOX TO ACCEPT OR AGREE TO THE TERMS OF THIS AGREEMENT WHEN THIS OPTION IS MADE AVAILABLE TO YOU OR BY ACCESSING OR USING THE SERVICES YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT COMPLETELY AND UNDERSTAND ALL OF ITS PROVISIONS; (B) REPRESENT AND WARRANT THAT: (1) YOU HAVE REACHED THE AGE OF MAJORITY, YOU ARE OF SOUND MIND, YOUR JUDGMENT IS NOT IMPAIRED, YOU AND PATIENT (IF DIFFERENT THAN YOU) HAVE THE NECESSARY KNOWLEDGE AND SKILLS TO BENEFIT FROM THE SERVICES, AND YOU ARE ENTERING INTO THIS AGREEMENT FREELY; (2) YOU HAVE THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (3) IF THE PATIENT IS NOT YOU, THAT YOU ARE THE PARENT OR LEGAL GUARDIAN OF PATIENT, WHO IS YOUR MINOR CHILD AND/OR WARD, THAT YOU HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT FOR AND ON BEHALF OF PATIENT, AND THAT YOU HEREBY GIVE YOUR PERMISSION FOR PATIENT TO RECEIVE THE SERVICES; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU AND PATIENT (IF DIFFERENT THAN YOU) ARE LEGALLY BOUND BY ALL OF ITS PROVISIONS.

IF YOU DO NOT ACCEPT THESE TERMS, YOU AND THE PATIENT (IF DIFFERENT THAN YOU) MAY NOT ACCESS OR USE THE SERVICES.

1. In consideration of the provision of the Services to the Patient as described above, and for all other good and valuable consideration, the receipt and legal sufficiency of which you hereby acknowledge, you, for yourself and for Patient (if different than you), and for each of your and Patient’s heirs, beneficiaries and successors-in-interest, and for anyone else claiming by, through or under any of the foregoing (each, a “**Releasor**” and collectively, the “**Releasors**”), hereby:

(a) acknowledge that the Services might be provided using technologies that include, but are not limited to, videoconferencing, wireless communications, mobile health applications, remote patient monitoring, the internet and streaming media, and might involve photographing, recording or videotaping Patient;

(b) acknowledge that the provision of telehealth services, including the Services, present(s) certain limitations as compared to the provision of such professional medical services and/or professional behavioral health services in-person, such as the inability for the Providers to perform hands-on examinations, assessments and treatments;

(c) acknowledge that (except to the extent prohibited by applicable law or regulation) Patient has the option to receive in-person professional medical services and/or professional behavioral health services from other healthcare providers, but that you have elected for Patient to receive the Services instead;

(d) acknowledge that Patient and the Providers have not established an in-person relationship prior to the provision of the Services and that you will provide to MyOwnDoctor Medical Group upon its request (i) evidence of the identity of Patient, such as a photo identification, prior to the initiation of the provision of the Services, and (ii) alternative means of contacting you and Patient (if different than you) other than electronically, such as by the use of a telephone number or mailing address;

(e) acknowledge that Patient will be domiciled or physically present in the State of Illinois at the time the Services are provided;

(f) acknowledge that during the provision of the Services, persons other than the Providers might be present for purposes of operating video and other equipment and technologies used in the provision of the Services;

(g) acknowledge that you have been advised of and understand the general conditions required to be met by you in order for the Providers to furnish the Services properly, and agree to meet all of such conditions;

(h) acknowledge that, although the electronic systems used by MyOwnDoctor Medical Group and/or its affiliates, and the Providers, in providing the Services will incorporate network and software security protocols that will attempt to protect the confidentiality of Patient identification and imaging data and that will include measures designed to better safeguard the data and to better ensure its integrity against intentional or unintentional corruption, neither MyOwnDoctor Medical Group, its affiliates nor the Providers make any representations or warranties regarding the encryption, safety or privacy of any personal information regarding Patient (including any “protected health information” (as defined in 45 C.F.R. § 160.103)) that might be transmitted electronically during the performance of the Services;

(i) acknowledge that MyOwnDoctor Medical Group and its affiliates, and the Providers, reserve the right to discontinue the performance of the Services at any time and for any reason, and that in such event Patient will need to seek continued care elsewhere;

(j) acknowledge that, to the extent required by applicable law, at your written request MyOwnDoctor Medical Group, its affiliates and the Providers will not forward any Patient-identifiable information to a third party without your prior consent in connection with the Services;

(k) represent and warrant that you have read this Agreement carefully, understand the risks (including the Risks defined below) and benefits of the Services and have had your questions regarding the Services answered to your satisfaction;

(l) give your informed consent to the provision of such Services as described above and hereby authorize MyOwnDoctor Medical Group and/or its affiliates, and the Providers, to provide such Services, with the understanding that you have the right in the future to withhold or withdraw in writing your consent to the continued provision of the Services at any time, without affecting Patient’s right to future care or treatment by MyOwnDoctor Medical Group and/or its affiliates;

(m) acknowledge and agree that each of you and Patient (if different than you) has full knowledge of the risks of illness, bodily injury, death, damage to property, loss and other consequences that might arise from, be connected with, result from or relate to Patient’s receipt of the Services, which risks might develop from, or be exacerbated by, among other things: (i) delays or failures in evaluation and treatment due to equipment failures or information transmission deficiencies (such as poor image resolution) or disruptions, and other technology, equipment and/or electronic communication failures and disruptions in connection with the provision of the Services; (ii) breach of privacy of protected health information and other confidential information due to security breaches or failures or inadvertent access in connection with the provision of the Services; and (iii) complications or other errors due to your or Patient’s (if different than you) failure to provide complete medical information or records (collectively, the “Risks”);

(n) expressly, knowingly and voluntarily assume all such Risks;

(o) certify that you have adequate insurance to cover any damages, losses or liabilities that you or Patient (if different than you) might suffer or incur from Patient’s receipt of the Services;

(p) release, waive and discharge MyOwnDoctor Medical Group and each of its affiliates, and each of their respective members, managers, directors, partners, shareholders, officers, employees (including the Providers), agents, volunteers and legal representatives (collectively, the "Releasees"), from any and all claims, demands, suits, actions, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) of any nature whatsoever (collectively, the "Claims"), which any of the Releasors may have ever had or claimed to have, may now have or claim to have, or may hereafter have or claim to have, with or against the Releasees, or any of them, arising from, connected with, resulting from or related to the Risks and/or the provision of the Services to Patient, including but not limited to any such Claims attributable to the ordinary negligence of any of the Releasees, or related to medical or hospital expenses or the provision of first aid, medical care, medical treatment or medical decisions, but specifically excluding any such Claims attributable to the gross negligence, recklessness, intentional misconduct or illegal acts of any of the Releasees;

(q) agree not to commence or prosecute any such Claims described in this Section 1 against any of the Releasees by way of a lawsuit, action or other proceeding, or otherwise attempt to collect or enforce any such Claims from or against any of the Releasees; and

(r) agree to indemnify and hold harmless the Releasees from any and all Claims imposed upon, incurred by or asserted against any of the Releasees arising from, connected with, resulting from or related to the Risks and/or Claims described in this Section 1.

2. You agree that, for normal communications with the Providers, you and Patient (if different than you) can direct such communications in the manner provided to you or Patient, as applicable, by the Providers. You acknowledge that: (i) the Providers will normally respond to routine electronic messages from you or Patient (if different than you) in connection with the Services by telephone, email, and other secure messaging, and (ii) in addition to the Providers, other MyOwnDoctor Medical Group personnel might have access to communications between the Providers and you and/or Patient (if different than you). Furthermore, you acknowledge that the Providers will store electronic communications from you and/or Patient (if different than you) by incorporating such communications, including treatment records related to the Services rendered by the Providers to you and/or Patient (if different from you), into your or the Patient's (if different from you) electronic health record.

3. You agree that, in some situations, professional medical services and/or professional behavioral health services furnished by telehealth is not an appropriate method of care. For example, if a technical failure prevents Patient from communicating with the Providers or if you and Patient (if different than you) believe that the Services will not provide sufficient safety and quality, you and Patient (if different than you) should contact MyOwnDoctor Medical Group as indicated below. If the contact listed below is unavailable, or if there is an urgent or emergency situation (including a behavioral or mental health crisis), you and Patient (if different than you) must seek care at an emergency room facility or other provider equipped to deliver urgent or emergent care. **If the situation is an emergency, call 911.**

Phone: (773) 395-1829 available 24 hours a day/7 days a week

4. You further agree that the laws of the State of Illinois govern all matters arising out of or relating to this Agreement, including their validity, interpretation, construction, performance and enforcement. You agree that if any provisions, or parts of a provision, of this Agreement are found to be invalid, unenforceable or against public policy, only those provisions, or those parts of a provision, will not be enforced, and the Releasors will be bound by the remainder of this Agreement. You waive any invalidity, unenforceability or public policy argument that the Releasors could make against the Releasees with respect to this Agreement arising from, connected with, resulting from or related to the Risks and/or the provision of the Services to Patient.

5. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, understandings or agreements between the parties, written or oral, with respect to the subject matter hereof.