



YAVAPAI REGIONAL MEDICAL CENTER

YRMC Virtual Care Terms of Use and Conditions of Service

**DO NOT USE THIS WEB SITE FOR MEDICAL EMERGENCIES.
IF YOU THINK YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL 911
IMMEDIATELY**

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YRMC Virtual Care Platform Terms of Use

Welcome to YRMC's Virtual Care Platform!

Yavapai Regional Medical Center ("YRMC," "our" or "we"), acting on behalf of its subsidiaries, affiliates, and licensors, provides this mobile app and YRMC telehealth website ("YRMC Virtual Care Platform" or the "Platform") to you, the end user ("you" or "your" or "I") in order to provide you access to certain telemedicine services and consultations ("Services") provided by YRMC physicians (each a "Provider"). Except where expressly noted otherwise, the Platform consists of all pages located here: <http://www.yrmcvirtualcare.org>.

These Terms of Use, including the Conditions of Service, ("Terms") are a legal agreement between you and YRMC. By using this Platform, you expressly (1) agree to the terms of these Terms and the YRMC Virtual Care Platform [Privacy Policy](#), (2) affirm that you are physically located in the United States of America, and (3) consent to the collection and use of information as discussed in this Policy. If you do not agree with the Policy, do not use or access this Platform for any purpose.

Please read this agreement entirely and carefully before accessing or using the YRMC Virtual Care Platform. By accessing or using the Platform, you agree to be bound by the terms and conditions below. Please print a copy of these Terms of Use for your reference.

TERMS OF USE

The information resources of YRMC are provided to facilitate the business of YRMC, its Centers and Affiliates. Use of the information presented in this Platform is for the personal use of you, the individual reading these pages. Use of information from this site for commercial purposes, other than those with written approval by the YRMC, is not permitted. Use of icons and logos of YRMC, its Centers and Affiliates without the written permission of YRMC is forbidden. Use of U.S. mail addresses, e-mail addresses or telephone numbers for the purpose of contacting individuals at YRMC for any purpose other than the conduct of business of the YRMC, its Centers, and Affiliates is not permitted.

Access to this Platform by you, the User, constitutes your acceptance of and agreement to the above terms of usage.

You acknowledge and agree (1) that your use of this Platform is at your own discretion and risk, (2) that use of any material, information or data downloaded or otherwise obtained through the use of this Platform is at your own discretion and risk, and (3) that you are solely responsible for any damage to your computer system for loss of data that results from the download of such material, information or data, and for any other form of damage that may be incurred.

You will need an email address/user name and password to set up your Platform account. You are responsible for maintaining the confidentiality of your user name and/or password and for restricting access to your account. You agree to accept responsibility for all activities that occur under your account or password. You agree to provide only current, complete, accurate and truthful information. If you are accessing and using the Platform on someone else's behalf, then you represent that you have the authority to bind that person as the principal to these Terms. To the extent you do not have such authority you agree to be bound to these Terms and to accept liability for harm caused by any wrongful use of the Terms resulting from your access or use. We reserve the right to refuse service and/or terminate accounts without prior notice if these Terms are violated or if we decide, in our sole discretion, that it would be in our best interests to do so.

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS YRMC, THE PROVIDERS, AND THEIR RESPECTIVE VENDORS, AFFILIATES AND THEIR OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, CONSULTANTS, AND AGENTS FROM AND AGAINST ANY CLAIMS, ALLEGATIONS, DAMAGES, LOSSES, LIABILITIES OR EXPENSES (INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES) THAT SUCH PARTY MAY SUFFER OR INCUR AS A RESULT OF (I) YOUR USE OR MISUSE OF THE WEBSITE, (II) YOUR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF YRMC, OR ANY OTHER PERSON OR ENTITY, (III) YOUR VIOLATION OF ANY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION ANY PRIVACY OR DATA SECURITY LAW OR REGULATION, OR (IV) YOUR VIOLATION OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, YRMC RESERVES THE RIGHT TO PARTICIPATE IN THE DEFENSE OF ANY SUCH CLAIM, SUBJECT TO YOUR INDEMNIFICATION OBLIGATION.

No Endorsement: Reference to any product, recording, event, process, publication, service, or offering of any third party by name, trade name, trademark, service mark, YRMC name or otherwise does not constitute or imply the endorsement or recommendation of such by YRMC. Any views expressed by third parties on this Platform are solely the views of such third party and YRMC assumes no responsibility for the accuracy or veracity of any statement made by such third party.

Disclaimer: THIS PLATFORM AND ALL INFORMATION, SERVICES AND RELATED MATERIALS IT CONTAINS ARE PROVIDED "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS." YRMC MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING THE COMPLETENESS, ACCURACY, CURRENCY, OR ADEQUACY OF, OR THE SUITABILITY, FUNCTIONALITY, AVAILABILITY, OR OPERATION OF THIS PLATFORM OR THE INFORMATION OR MATERIALS IT CONTAINS. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YRMC, THE PROVIDERS AND THEIR RESPECTIVE AFFILIATES AND VENDORS, SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS PLATFORM AND THE INFORMATION AND MATERIALS CONTAINED ON THIS PLATFORM, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE.

USE OF THE INTERNET IS INHERENTLY UNRELIABLE. AS A RESULT, NEITHER YRMC NOR THE PROVIDERS WARRANT THAT THE PLATFORM OR YOUR ACCESS TO THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE PLATFORM WILL BE CORRECTED, OR THAT THIS PLATFORM OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NEITHER YRMC NOR THE PROVIDERS WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS IN THIS PLATFORM IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

WHILE YRMC TAKES COMMERCIALY REASONABLE EFFORTS TO PROTECT THE PRIVACY AND CONFIDENTIALITY OF YOUR INFORMATION AND TRANSACTIONS, YRMC CANNOT ENSURE ANY INTERNET TRANSACTION IS COMPLETELY SECURE. YRMC AND ITS VENDORS USE INDUSTRY STANDARD TECHNOLOGY TO HELP PROTECT AGAINST THE LOSS, MISUSE AND ALTERATION OF THE INFORMATION UNDER YRMC'S CONTROL; HOWEVER, YRMC DOES NOT GUARANTEE THAT SUCH LOSS, MISUSE OR ALTERATION WILL NOT OCCUR.

YOU UNDERSTAND THAT USE OF THE INTERNET AND THIS WEBSITE IS AT YOUR OWN RISK. NEITHER YRMC, THE PROVIDERS, NOR THEIR RESPECTIVE VENDORS, AFFILIATES OR SUPPLIERS IS RESPONSIBLE FOR ANY VIRUS OR DAMAGE TO YOUR COMPUTER, COMPUTER SOFTWARE, OR ANY LOSS OF DATA THAT MAY RESULT FROM USE OF THE WEBSITE OR ACCESS TO ANY SERVICES.

The Platform may be unavailable from time to time due to mechanical, telecommunication, software, and third-party vendor failures. YRMC cannot predict or control when such downtime may occur and cannot control the duration of such downtime. As a result, YRMC cannot and does not have any liability for such failures.

The medical information on this Platform is provided as an information resource only, and is not to be used or relied on for any diagnostic or treatment purposes. This information is not intended to be patient education, does not create any patient-physician relationship, and should not be used as a substitute for professional diagnosis and treatment. Please consult your health care provider or other qualified health provider prior to starting a new treatment, making any healthcare decisions or for guidance about a specific medical condition.

YRMC makes no guarantees, express or implied, with respect to any information contained in these Web pages. No guarantees express or implied, are made with respect to any materials authored by persons at or agents of YRMC, or its affiliates. No guarantees express or implied, are made with respect to any materials contained on web pages accessed via links from this Platform.

YRMC has no legal obligation to update the information which appears on this Platform, and does not warrant that all of the information contained herein is accurate at any particular point in time. YRMC reserves the right to change, improve, or discontinue this Platform, in whole or in part, at any time without prior notice. Revisions/changes will be effective as of their posting. Using this Platform after such revisions are posted constitutes your acceptance of the agreement as it appears at the time of your access or use.

Access to this Web Platform by you, the user, constitutes your understanding and acceptance of and agreement to the above terms.

LIMITATION OF LIABILITY: IN NO EVENT WILL YRMC, THE PROVIDERS, OR ANY OF THEIR RESPECTIVE VENDORS, AFFILIATES, OFFICERS, MEMBERS, REPRESENTATIVES, SUPPLIERS, DIRECTORS, EMPLOYEES, CONSULTANTS, OWNERS, OR AGENTS BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY DAMAGES FOR LOSS OF USE, DATA, INFORMATION, PROFITS, BUSINESS, REVENUE, EXPECTED SAVINGS OR BUSINESS INTERRUPTION, OR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM OR OTHERWISE RELATED TO THIS WEBSITE OR YOUR USE OF THIS WEBSITE, WHETHER SUCH DAMAGES ARE BASED IN TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF YRMCHAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE. YOUR SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF SUCH DAMAGE IS TO DISCONTINUE YOUR ACCESS TO AND USE OF THIS WEBSITE. NOTWITHSTANDING THE FOREGOING, IN ANY EVENT, THE AGGREGATE LIABILITY OF COMPANY, THE PROVIDERS AND THEIR AFFILIATES AND VENDORS FOR ANY REASON SHALL NOT EXCEED \$100.00 US, EVEN IF SUCH REMEDY SHOULD FAIL OF ITS ESSENTIAL PURPOSE.

This Agreement is governed by and interpreted under the laws of the State of Arizona and the federal laws of the United States, without regard to conflicts of laws principles. This Agreement and access to the Website will be deemed to have been performed and occurred in the State of Arizona and the courts of that State will have exclusive jurisdiction to entertain any action arising under this Agreement. You hereby irrevocably submit to the exclusive jurisdiction and venue of the courts of the State of Arizona, the County of Yavapai and waive any objections as to personal jurisdiction, venue and forum nonconveniens.

CONDITIONS OF SERVICE

Please read this information carefully and ask questions if you do not understand. If you would like an interpreter, we will provide one at no charge. By using the Platform, you are agreeing and consenting to the information within.

AUTHORIZATION FOR MEDICAL AND SURGICAL TREATMENT:

- YRMC works with a variety of physicians, medical providers and/or group. Although some of these providers are YRMC employees most are independent contractors and not employees or agents of the YRMC. YRMC is not liable for the acts or omissions of the independent physicians or contracted providers.
- I consent to any examinations, procedures, treatments and services under the general or special instructions of my physician(s). I authorize YRMC, its employees, agents, students and physicians caring for me to treat my condition(s) to include telemedicine services and/or consultations.
- I have been informed of the treatment and/or procedures considered necessary for my condition(s). No guarantees have been made to me regarding the results of my examination or treatment.
- Photographs and/or videotapes may be taken and used as part of my medical record.

HEALTH CARE PRACTITIONERS: Health care practitioners includes Medical Doctors (MD), Osteopathic Doctors (DO), Surgeons, Anesthesiologists, Certified Registered Nurse Anesthetists, Physician Assistants (PA), Nurse Practitioners (NP), Radiologists, Pathologists, Cardiologists, Emergency Physicians, Imaging Services, Dialysis Services and any other treating providers. Although some health care practitioners are employed by YRMC, most are neither employees nor agents of YRMC and are considered independent contractors. I understand that YRMC is not liable for the ordering or providing of treatment by those health care practitioners who are not YRMC employees.

RELEASE OF INFORMATION: I authorize YRMC under state and Federal law to release all or any part of my record (including alcohol or drug abuse, HIV-related or communicable disease information) to persons or organizations for such purposes as treatment, billing and collection, insurance and quality review, medical audits, organ donation and treatment by and payment of other providers.

I understand that YRMC may retrieve medical record history, prescription history and/or other medical information from other health care providers for my care and treatment.

FINANCIAL AGREEMENT: I understand that I am responsible for my bill and if my insurance company has not paid within 45 days of my visit that this account will be considered past due and I will be responsible for payment. At YRMC's option, a delinquent account may be charged interest at the rate of 18% per annum from date of my visit until paid in full. Physicians may bill separately from the YRMC. If those physicians do not participate in the same insurance plans as YRMC, this could affect the reimbursement made by the insurance plan to the physicians. To the extent not expressly prohibited by law, I agree to pay physicians' bills that are not paid in full by the health insurance carrier or other third party payer. I also agree to pay any applicable health insurance deductibles and copayments.

ASSIGNMENT: I understand that I am responsible for any charges not covered. If I am eligible for Medicare benefits, I will assign the benefits payable for physician services to physician or organization furnishing the services and authorize those entities to bill and collect from Medicare directly. If I am entitled to benefits arising out of any insurance policy insuring me or any other party liable to me, I will assign such benefits to YRMC or any person or entity providing services to me to pay my bill.

AUTO-DIALING: I understands that I may be contacted using prerecorded/artificial voice messages and/or use of an automatic telephone dialing system, via e-mail, via text messages or and other forms of electronic communication. Additionally, I understand that I may be contacted by telephone, including cellular phone numbers associated with my account.

CERTIFICATIONS: I certify that:

- I am the patient or the patient's duly authorized and legal representative with full legal authority to execute this agreement for and on behalf of the patient.
 - I have read the foregoing and [received a copy](#).
 - I fully understand the content and significance of this document.
 - I agree to all terms in this Conditions of Service.
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NOTIFICATIONS:

HEALTH INFORMATION EXCHANGE (HIE):

- I understand that YRMC is a participant of the Arizona statewide Health Information Exchange (HIE).
- I acknowledge receipt of and have read and understand the HIE **Notice of Health Information Practice**.
- I understand that I can change a decision regarding opting out or opting back in at any time by contacting Patient Access at 928-771-5110 and requesting the appropriate form.
- For more information you may visit the Health Current [website](#).

PATIENT CARE PARTNERSHIP (PATIENT RIGHTS AND RESPONSIBILITIES): I

acknowledge receipt of the [Patient Care Partnership \(Patient Rights and Responsibilities\)](#).

NOTICE OF PRIVACY PRACTICES: I acknowledge receipt of YRMC's [Notice of Privacy Practices](#)

NOTICE OF NONDISCRIMINATION:

YRMC complies with applicable civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. YRMC does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

YRMC:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages.

If you need these services, contact the 1557 Coordinator at 928-771-5688 or corporatecompliance@yrmc.org.

If you believe that YRMC has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: 1557 Coordinator/Corporate Compliance Officer, (1003 Willow Creek Road Prescott, AZ 86301, 928-771-5688 (p), (928-771-5391 (f), or corporatecompliance@yrmc.org). You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the 1557 Coordinator/Corporate Compliance Officer is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office of Civil Rights Complaint Portal, which

is available at: <https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf> , or by mail or phone at:
U.S. Department of Health and Human Services,
200 Independence Avenue SW Room 509F
HHH Building,
Washington, D.C. 20201,
1-800-368-1019 or 1-800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>

COPIES:

- You may ask for a copy of the [Patient Handbook](#), [Patient Care Partnership](#) and/or the [Notice of Privacy Practices](#) at any time. These documents may also be viewed on Yavapai Regional Medical Center's [website](#).
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INQUIRIES:

For inquiries or more information about these Terms, please contact us at:

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ATTN: Corporate Compliance Office
1003 Willow Creek Road
Prescott, AZ 86301
corporatecompliance@yrmc.org