

# SUMMITCARES PLATFORM CONSENT TO TREATMENT AND TERMS OF USE

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*IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY,  
CALL 911 IMMEDIATELY.*

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## CONSENT TO TREATMENT

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.

## NOTIFICATIONS

### Health Information

You understand that Summit is a participant of the Arizona statewide Health Information Exchange (HIE). For more information on the HIE you may visit the Health Current [website](#).

You understand that you may Opt Out of the HIE by emailing [summitcares@summithealthcare.net](mailto:summitcares@summithealthcare.net) and requesting an Opt Out form.

### Patient Bill of Rights and Responsibilities

You acknowledge you have received a copy of the Patient Bill of Rights and Responsibilities.

**NOTE:** You may ask for a copy of the [Patient Handbook](#), [Bill of Rights and Responsibilities](#) and/or the [Notice of Privacy Practices](#) at any time. These documents may also be viewed on the Summit Healthcare Association [website](#).

### Physicians and Medical Providers

- Summit works with a variety of physicians, medical providers and/or groups who may be employed, contracted or independent. They provide professional services to patients which are often billed separately. These services may include telemedicine.
- The independent physicians and contracted providers are neither employees nor agents of Summit and neither party is responsible for the acts of the other party.

## **AUTHORIZATIONS**

### **Authorization for Treatment**

- I consent to the rendering of medical care and treatment as my physician(s) or other medical staff consider to be necessary and beneficial to me. I authorize Summit, its employees, agents, students and physicians caring for me to treat my condition(s), provide customary telemedicine services and/or consultations.
- My care is under the control and direction of my attending physician, specialist, or requested consultant, and Summit is not responsible, nor liable for the control and direction of the physicians or their instructions.
- 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.

### **Authorization to Assign Insurance Benefits and Release Information to Summit**

- I authorize my Payer(s) to directly pay Summit any benefits due under the terms of my health care plan(s) for services provided to me, including physician services. I agree to assign the benefits payable for physician services to the physician or to Summit for services provided. I understand that it is the healthcare providers obligation to verify the medical necessity and authorization for all services prior to the services being provided. In the event it is determined that I, the patient, provided incomplete or inaccurate information leading to a claim denial, I agree to accept full financial responsibility.
- If my Payer(s) will not allow direct payment to Summit or if Summit chooses not to accept assignment of medical benefits, I agree to pay Summit all health care payments I receive directly for services provided.

### **Authorization to Release Medical information**

- I authorize Summit to contact my Payer(s) to obtain all pertinent financial information concerning coverage and payments made under my health care plan(s) and for my Payer(s) to release such information to Summit. Payers include Medicare and its agents, insurance carriers, health plan administrators, utilization review agencies, third party payers, or any other government or private payer responsible for payment of charges.
- I authorize Summit to release all necessary medical information to applicable Payers for the processing and billing of my health care claims. Medical information which may be released includes but is not limited to behavioral health notes, communicable diseases and alcohol and drug related treatment.
- I authorize Summit and my Payer(s) to share my past, current and future health, treatment and account records about the services I have received from Summit and other care providers as needed to manage or coordinate my care and to improve the quality of that care.
  - I authorize Summit to release all necessary medical information to the person(s) I designate as my Billing Addressee/Guarantor for handling the billing, payment and health care coverage for my account.

## **AGREEMENTS**

### **Statement of Financial Responsibility**

- I acknowledge I am responsible for all charges for the services provided to me, including any amount not paid by my health care plan(s) or any third party payer, other than billing terms and restrictions under a government program. I agree in return for the services provided by Summit or by the independent contractor. I am obligated to pay my account and/or make satisfactory financial arrangements prior to visit completion.
- I agree that Summit may obtain financial information, including consumer credit reports to determine eligibility for financial assistance and/or payment options.
- If my account is sent to an attorney or collection agency. I agree to pay reasonable attorneys' fees and collection expenses. A delinquent account will be subject to interest at the legal rate.

## **Health Plan and Insurance Contracts**

Summit contracts with various health plans and a list is available upon request. I acknowledge it is my responsibility to determine if my health plan is contracted with Summit, as well as the independent physicians and contracted providers who bill separately for the services provided to me. I am responsible for understanding the terms and conditions of my health benefit plan and the associated physician and provider networks.

## **Use of Phone To Contact**

I agree Summit, its affiliates and agents may use common business technologies to contact me. This includes the use of an automated telephone dialing system, pre-recorded voice messages and texting to contact the wireless number(s) and/or residential lines I provide to Summit for medical care, appointment and payment purposes.

**ATTENTION:** This is a legal document. Requests for any alterations must be made by calling (928) 537-6556. I agree that I understand and accept this Consent to Treatment. If you are accessing and using the Platform on behalf of a legal dependent, please select the patient's relationship to you: Child or Legal Guardian. I understand I have the right to revoke my authorization at any time by notifying Summit in writing, except to the extent that Summit has already taken action in reliance upon them. These authorizations will remain valid until I revoke them in writing.

## **NOTICE OF PRIVACY PRACTICES**

You acknowledge receipt of Summit's [Notice of Privacy Practices](#).

## **SUMMITCARES PLATFORM TERMS OF USE**

Summit Healthcare Association ("Summit," "our" or "we"), acting on behalf of its subsidiaries, affiliates, and licensors, provides this mobile app and Summit telehealth website ("SummitCares 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 Summit physicians (each a "Provider"). Except where expressly noted otherwise, the Platform consists of all pages located here: [www.summitcares.net](http://www.summitcares.net)

These Terms of Use, including the Consent to Treatment at the beginning of this document, ("Terms") are a legal agreement between you and Summit. By using this Platform, you expressly (1) agree to the terms of these Terms and the SummitCares 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.

Summit's Terms of Use and Terms of Service do not apply to your use of the Platform.

**Please read this agreement carefully before accessing or using the Platform. By accessing or using the Platform, you agree to the Terms. If you do not agree to these Terms, do not use the Platform.**

### **These Terms of Use May Change**

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You understand and agree that Summit may terminate or otherwise deny your access to the Platform without notice in the event Summit believes in its sole discretion that (i) you have violated a provision of the Terms or Privacy Policy, (ii) you have used or misused the Platform in a manner that Summit has determined is unlawful, unethical or otherwise inappropriate, or (iii) such action is reasonably necessary to protect a third party or Summit or if such action is otherwise required by law.

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.

Except as otherwise agreed in writing, you will not (a) circumvent or attempt to circumvent, interfere, breach or abuse the security measures implemented to limit access and protect the Platform, information provided through use of Summit, and the resources used to provide the Platform; (b) disrupt or interfere with the operation of the Platform or the resources used to provide the Platform; (c) transmit through the Platform any virus, trojan horse, or similarly harmful, disruptive or destructive computer program, script or object; (d) monitor, mirror, copy, summarize or create any derivative work from some or all the Platform or any materials used to provide the Platform (including the underlying software); (e) use another person's account or password to access the Platform or otherwise obtain unauthorized access to the Platform or the data or information of another person; (f) use the Platform in any illegal manner or for any illegal purpose, or any other manner or purpose that would expose us or our service providers to civil or criminal liability; (g) use the Platform to transmit any form of unsolicited commercial e-mail or similar messages or otherwise use

Summit for commercial purposes; (h) transmit or communicate to us or our Service Providers any information that is illegal or which you do not have permission to transmit or communicate; (i) reverse engineer, decompile or reverse assemble any software used to provide the Platform; (j) use the Platform in any manner that could reasonably be expected to damage, disable, overburden or impair access to or the functionality of the Platform; (k) interfere with the security of, or otherwise abuse the Platform or the system resources, accounts, servers or networks that support, are connected to or are accessible through the Platform; and (l) attempt, or permit or authorize any other person to do, or omit to restrict any user from doing, any of the foregoing. We reserve the right to suspend or restrict the provision of the Platform as we determine in our sole discretion.

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This Platform may produce automated search results or otherwise link you to other websites on the Internet, called "Third Party Pages," or may contain links to, or be accessed through links on, websites managed and operated by or on behalf of third party entities ("Third Party Platforms"). These third parties are separate and independent entities and are not agents of Summit. Summit does not have control over such third party websites or the content of such websites. As a result, Summit does not endorse and does not have responsibility for the information, misinformation, errors, availability, operation or performance of any such third party website to which this Platform may link or from which this Platform may be accessed.

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

### **Warranty Disclaimer**

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This Platform and all information, services and related materials it contains are provided "as is," "as available" and "with all faults." Summit 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, Summit, the Providers and their respective affiliates and vendors, specifically disclaim all warranties, express or implied, with respect to this website and the information and materials contained on this website, 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.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SUMMIT, 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; LOSS OF DATA, CONFIDENTIAL OR OTHER INFORMATION; LOSS OF PROFITS, BUSINESS, REVENUE, EXPECTED SAVINGS; BUSINESS INTERRUPTION; PERSONAL INJURY INCLUDING BODILY INJURY AND DAMAGE TO TANGIBLE PROPERTY; OR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM OR OTHERWISE RELATED TO THIS PLATFORM OR YOUR USE OF OR INABILITY TO USE THIS PLATFORM, WHETHER SUCH DAMAGES ARE BASED IN TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SUMMIT HAS 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 PLATFORM. NOTWITHSTANDING THE FOREGOING, IN ANY EVENT, THE AGGREGATE LIABILITY OF SUMMIT, 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.

## **Indemnification**

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS SUMMIT, 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, MISUSE, OR INABILITY TO USE THE WEBSITE, (II) YOUR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF SUMMIT, 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, SUMMIT RESERVES THE RIGHT TO PARTICIPATE IN THE DEFENSE OF ANY SUCH CLAIM, SUBJECT TO YOUR INDEMNIFICATION OBLIGATION.

## **Platform for Use Only in the United States**

The Platform is designed for and intended for use only in the United States. By using the Platform, you explicitly consent that all applicable United States laws, including those that pertain to data privacy, apply to your use of the Platform. If you are in a jurisdiction that either restricts you from accessing the Platform or limits the effect of the provisions of these Terms, you may not use the Platform. We make no representation that content and materials provided through Summit are legal or appropriate for use from outside the United States. If you access the Platform from outside the United States, you do so at your own risk. You may not use the Platform in violation of United States export laws and regulations.

## **Disputes and Interpretation**

This Agreement is governed by and interpreted under the laws of the State of Indiana and the federal laws of the United States, without regard to conflicts of laws principles. This Agreement and access to the Website or systems, without the posting of a bond, proof of damages or other similar requirement. Certain provisions, by their nature or as explicitly stated, will survive any termination or expiration of this Agreement. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition will be severable and shall not affect the validity and enforceability of any remaining condition.

These Terms of Use are the entire agreement and understanding between us and you and supersede all prior oral or written agreements and understandings relating to the subject matter of the Terms of Use. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in the Terms of Use will affect, or be used to interpret, change or restrict, the express terms and provisions of the Terms Use.

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If you have any copyright concerns about materials posted on the Platform, you agree to let Summit know. Pursuant to Title 17, United States Code, Section 512(C)(2), notifications of claimed copyright infringement should be sent to Summit's Designated Agent. An effective notification contains the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that website.

- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All inquiries not relevant to the following procedure will not receive a response. For more information contact:

Summit Healthcare  
Attn: Legal Department  
2200 Show Low Lake Rd  
Show Low, AZ 85901

#### Contact Us

The Platform is owned and operated by Summit Healthcare Association. If you have any questions about these Terms please contact us at:

Summit Healthcare  
Attn: Legal Department  
2200 Show Low Lake Rd  
Show Low, AZ 85901  
[summitcares@summithealthcare.net](mailto:summitcares@summithealthcare.net)