



Terms & Conditions for Service with Express Health Systems (Form covidTCS-EHS-20v1)

Express Health Systems (EHS), and its affiliate companies, throughout this form hereafter may be referred to collectively as “EHS”. Multiple websites are owned/managed by EHS and each of these state that they are part of EHS on those various websites/domains. By agreeing to the “Terms & Conditions for Service” (hereafter may be referred to collectively as “Terms of Service” or “Terms”) with EHS I attest that I am voluntarily accepting and agreeing to all found within this heading/document, including all forms to follow. I acknowledge that it is my responsibility to review carefully and comprehend fully all discussed within this section prior to agreeing to these Terms of Service with EHS.

My acceptance of these Terms of Service indicates that I understand and agree to all found within this section. I declare under penalty of perjury that the preceding and foregoing is true and correct. My acceptance of these Terms of Service constitutes my legally valid and binding signature. For avoidance of any doubt, the terms "EHS", "we", "us", or "our" refers to Express Health Systems and/or its affiliates and the terms “I”, "you", “my” and "yours" refer to the person having service/s provided to them by EHS.

I am aware that I can view Terms of Service via an online platform. I accept EHS’ online Terms of Service form as fulfillment of EHS’ responsibility to provide me a copy of these Terms. I understand that EHS will provide me a physical copy of these Terms of Services/waivers/forms upon my request. I acknowledge that I have either received a physical copy of these waivers/forms or that I have declined to receive physical copies of them. I understand that some aspects of these Terms of Service/Waivers/Forms may not apply to me, such as direct face-to-face patients in a physical clinic only vs Telemedicine only patients, etc. With that in mind I am agreeing to any and all aspects of these Terms of Service/Waivers/Forms that apply/could apply to me.

Form covidTCS-EHS-20v1 includes this heading plus each of the following forms listed in this document below: Form covidCCE-EHS-20v1, Form covidABN-EHS-20v1, Form covidLSW-EHS-20v1, Form covidDA-EHS-20v1, Form covidPRA-EHS-20v1, and Form covidHIPPA-EHS-20v1.

Consent to Covid19 Evaluation (Form covidCCE-EHS-20v1)

This Document confers that Express Health Systems, herein referred to EHS, and Civitas Senior Living, herein referred to as Civitas have made an agreement to evaluate Civitas patients for Covid19 at no out of pocket expense to the patient. Additionally, it confers that neither EHS nor Civitas will bill the patient’s Medicare, nor Private Insurance, for this Covid19 evaluation. This evaluation by EHS for Civitas includes the following:

1. A telemedicine Covid19 screening by a medical clinician licensed in the State of Texas

2. Ordering of Covid19 testing, coordinating with qualified staff to collect the Covid19 testing
3. Coordinating with a qualified laboratory to carry out and provide results of the Covid19 testing
4. Providing the results of Covid19 to Civitas patients
5. Provide Civitas the Covid19 results of their Covid19 screened patient that have given legal release by these patients to Civitas

Note that EHS will carry out these processes only on behalf of Civitas for their patients who have agreed to release their Covid19 test results to Civitas. If a Civitas patient declines to release their Covid19 test results to Civitas then EHS will not evaluate/screen this patient for Civitas. CDC and Texas state guidelines may restrict Covid19 testing. EHS will follow all applicable governmental rules, regulations, and restrictions regarding Covid19 testing. If prohibited in any way by such governmental rules, regulations, and restrictions, EHS will not carry out a Covid19 test.

EHS and Civitas Companies Representatives' Signatures below confirm the truthfulness of this document. The patient's signature, or the signature of the patient's legal guardian below serves as patient consent/agreement to:

1. This document, including the evaluation process as described above and Form covidTCS-EHS-20v1 (provided as a separate handout). Patient/Patient's Legal Guardian confirms my receipt of a physical copy of Form covidTCS-EHS-20v1, or my acceptance of declining a physical copy in lieu of the electronically available version found at www.ExpHS.com
2. Release of the below patient's Covid19 laboratory test, if performed, to Civitas
3. To permit EHS, or a 3rd Party Medical Company with which EHS contracts, to collect the Covid19 sample for testing from the patient listed below. I understand that if a 3rd Party Medical Company collects the Covid19 test, they will bill my insurance companies (governmental and/or private) for this service/nursing style visit.
4. To have the below patient's Covid19 laboratory test carried out by a Laboratory that is licensed in the State of Texas to conduct this test. I understand that this independent laboratory will bill my insurance companies (governmental and/or private) for the processing of this test.

EHS Representative: Trung Nguyen, DO
EHS' Chief Medical Officer

Civitas Representative: Misty Miller, MSN, RN
Civitas Chief Operating Officer

Signature: _____

Signature: _____

Civitas Patient this form applies to: _____ Patient's DOB

Patient's Signature or Legal Guardian's Signature if applicable:

ADVANCE BENEFICIARY NOTICE (ABN) (Form covidABN-EHS-20v1)

I understand that as a Civitas Senior Living patient undergoing evaluation for Covid19 by EHS that

neither Civitas nor EHS will bill any of my medical insurance companies (neither governmental nor private) for my Covid19 evaluation. I understand that if a 3rd Party Medical Company (meaning a company that is independent of Civitas and EHS) collects the Covid19 test that they will bill my insurance companies (governmental and/or private) for this service/nursing style visit. Additionally, I understand that an independent laboratory will perform the Covid19 laboratory test and that they will bill my insurance companies (governmental and/or private) for processing this test.

I understand that my governmental (example Medicare, etc.) and private based (example Blue Cross Blue Shield, Aetna, etc.) may provide me additional benefits/service, but I am waiving them in regards to this limited evaluation for Covid19 evaluation by EHS and Civitas since neither of them will be submitting a bill to me or any of my insurance companies (governmental and/or privately based).

LIMITED SCOPE OF CARE WAIVER ACKNOWLEDGMENT (Form covidLSW-EHS-20v1)

I understand and agree to the following:

1. That EHS assists in managing only a limited aspect of my health care. That aspect being: providing a limited Covid19 evaluation that will be carried out by a medical clinician (MD, DO, NP, and/or PA) via a Telemedicine only visit (either a video conference call and/or a telephone call). EHS will not be filling the role to provide me any treatment, including if it turns out that I am Covid19 positive. EHS directs any treatment our Covid19 Screening patients need to be handled by these patients' primary care physician/provider (PCP), sub-specialist, and/or Emergency Services if necessary.
2. That EHS does not intend to fill the role of a PCP or the roles of various sub-specialist physicians. Additionally, they are not a substitute for emergent care that needs to be provided by either an Emergency Department, a physical location based Urgent Care, a hospital, &/or a PCP or sub-specialist in their office. It is my responsibility alone to contact emergency services, such as 911, if I believe that I, or my dependents, are experiencing an emergent medical issue/condition.
3. I understand that EHS wishes to share my encounter with them to my PCP. I am also aware that they cannot release my EHS medical records to my PCP unless I give them consent as well as accurate contact information for my PCP and/or various subspecialist. This is also true for any of my dependents that I am responsible for that I have receive care from EHS.
4. EHS assumes that I have provided them with accurate information whether via an online form, written information, and/or via verbal communication. I understand that EHS will use the information I provide them to create my Medical Chart/Record. This will be stored as my Electronic Medical Record (EMR) with EHS and/or with companies it holds a Business Associates Agreement to compile/store information that composes my EMR. I understand that I can review this information. I understand that if I provide EHS with false or incomplete information the fault is mine alone and it can negatively impact my health/outcomes.
5. I am aware and acknowledge that if I am dissatisfied with any of my interactions with, care provided by, health outcomes, staff, or clinicians working with EHS or EHS in any way, that EHS' medical and non-medical administrative team are available for open discussions/dialogue to help resolve any issues. I am also aware that all patients, including those of EHS, have the right to contact State Medical Boards to file formal complaints about individual clinicians and/or medical institutions such as EHS and all of its affiliates. The National Practitioner Data Bank

(NPDB) is a computer database ran by the US Department of Health and Human Services that lists damaging information about US physicians and other healthcare practitioners/clinicians. I understand that I can contact any State Medical Board on my own regarding any medical clinician, including those with EHS. I also understand that if I wish to contact EHS requesting contact information for any State Medical Board, that they will provide me with such information.

6. For treatment to occur between a medical practitioner/clinician and a patient a professional relationship must be created. This can be referred to as a provider-patient relationship. This can either be created via a face-to-face encounter in a patient's private place of residence/medical office/clinic/hospital/nursing home/in-patient hospice facility/etc. and/or through a Telemedicine Visit via a live interactive HIPAA compliant secure audio-video conference. Additionally, during times of significant public health concerns, such as a pandemic outbreak (example Covid19), State and/or Federal rules/regulations may or may not be eased to permit less restrictive means in order to create a patient-clinician relationship, such as a simple phone call. To truly create a provider-patient relationship EHS requires both acceptance of our Terms of Service plus either a face-to-face live interaction or a live interactive HIPAA compliant secure audio-video conference between the patient and one of our clinicians/clinicians contracted to provide medical treatment for our clients. During a significant public health concern, a phone call between an EHS clinician and a patient alone with acceptance of our Terms of Service may suffice to create a provider-patient relationship with EHS. A proper professional relationship with a minor is established once the legally responsible individual for the minor patient has accepted our Terms of Service on behalf of the patient and the patient has spoken to one of our clinicians via either a face-to-face live interaction or a live interactive HIPAA compliant secure audio-video conference (exceptions under significant public concern may exist). A number of additional requirements must be met, as well, in order to create a valid provider-patient relationship via Telemedicine. These requirements vary by State, but EHS' processes incorporate all State requirements within our system. By establishing a professional relationship with EHS I am agreeing/consenting to treatment by EHS.
7. Follow up care is often helpful, and sometimes it is necessary. This is true regarding in-office face-to-face visits as well as with Telemedicine patients. Scheduling a follow-up visit with EHS for Telemedicine is the same process as setting up an initial Telemedicine visit with us. Additionally, if a local face-to-face in-office visit with someone outside of the EHS system is necessary EHS' staff will provide you with local independent (meaning outside of EHS) clinicians and/or facilities upon request. Call our staff for more information regarding this and/or review your medical records with us contact our staff for further details.
8. Communications with Patients: There are multiple ways to interact with EHS. These include, but are not limited to, the following: at home visits, live interactive audio-video HIPAA Compliant Video Conferencing, Instant Messaging via our Patient Portal during regular business hours, static messaging via our Patient Portal while our clinics are closed, and phone calls. Our patients may be able to send us messages via our various websites. We receive these into our email system. We respond to these messages via email, but only with general information. We do not send any Protected Health Information (PHI) via email. Any PHI/sensitive information we send electronically is done so through our HIPAA Compliant Messaging System found within our Patient Portal. We aim to answer all messages by close of business during a business day or on

the first open business day for messages sent after close of business. EHS does not directly communicate with our patients via our main public website/s. Our patients can message EHS in general through our Patient Portal.

DISCLAIMER ACKNOWLEDGEMENT (Form covidDA-EHS-20v1)

The information provided by EHS, on its printouts, on its websites, on its Patient Portal, and on its social media platforms, are not intended to provide or serve as an exhaustive or fully comprehensive medical resource regarding any number of various medical conditions. Likewise, descriptions found on our websites about medications (prescription and non-prescription) by EHS, if any exist, and injectable medications injected at any EHS facility, at a patient's private residence, at any facility the patient is in, or patient directed injections separate from an EHS facility, are not intended to provide an exhaustive or fully comprehensive medical resource regarding medications prescribed/ordered by EHS. Contraindications to the use of certain medications exist. Providing the most accurate medical information to EHS by our patients help minimize, although they can't guarantee, adverse reactions. If I provide EHS with false or incomplete information the fault is mine alone. As with all medications, those prescribed by EHS may produce side effects, allergic reactions, and other possible adverse reactions. For further information, EHS advises that you discuss all medical issues and medications with our clinicians as well as with your PCP, any other medical clinician/s providing you care, and your pharmacist. Additionally, many helpful tools can be found online. The Food and Drug Administration has a useful website, www.FDA.gov, with links to a wealth of information regarding medications and health related topics. There are multiple privately-owned websites that also provide respected and highly detailed information regarding such subjects, free of charge. In addition to discussing all health and medication related issues with your PCP, EHS also encourages you to discuss these matters with your licensed health care provider with EHS. EHS is not claiming, nor intending to imply, that our treatments guarantees success simply by following the plan of care by EHS. All medical conditions involve complex issues that may or may not improve with treatment. Declining condition despite treatment with EHS, and/or any other medical care provider, is always a possibility. Any Rehab Company that we place orders with/coordinate with exist as an independent and distinct company from EHS. This is true even if the Rehab company's name is similar to ours. This is also true even if links exist between our websites and/or in the event that our information is imbedded within a Rehab Company's website/s. EHS is distinct from any Rehab company and complies with all State and Federal Laws regarding required separation of physician ran companies and rehab companies. EHS patients have the right to request a specific rehab company be contacted by EHS to carry out their rehab care. If an EHS patient does not specifically request a particular rehab company then the patient is agreeing to use the rehab company that EHS has contacted on my behalf.

Patient Responsibilities, Acknowledgments, and Agreements (Form covidPRA-EHS-20v1)

In submitting my personal information and my health information (signs, symptoms, conditions, comments, answers to questions, fully-completed Health Information Form, and/or any online questionnaires) in connection with my request for services, the following statements are true:

1. I am an adult (at least 18 years of age) and/or I am an adult seeking care for my legal dependent.

2. I am voluntarily providing my health and medical information for the purposes of obtaining services through EHS.
3. I am competent to use the services offered by EHS, and I fully understand the material and information contained therein.
4. I voluntarily choose to seek a clinician consultation through telemedicine/online medicine. I realize that for Telemedicine services that the consulting clinician will not conduct an in-person physical examination and will rely on the truthfulness and accuracy of the information I am providing to the EHS' staff and/or during a telephone and/or a teleconference video consultation.
5. I recognize that the consulting clinician reviewing my Health Information will not be prescribing treatment based. Instead they are only evaluating me regarding Covid19.
6. I am aware that my failure to provide truthful, accurate and complete information to the consulting clinician, and any other providers or staff with EHS, could result in an inappropriate decisions that could be harmful to me and/or others I come in contact with. Therefore, I have responded, or will respond, to each question truthfully and accurately, and I acknowledge that I fully and completely disclosed any/all information concerning my current health, my recent travel, my exposure to known or suspected Covid19 patients, and my past medical history.
7. I understand that EHS advises that I have a complete physical examination by a licensed medical clinician (PCP) at minimum yearly, and perhaps even more frequently as per recommendations by my PCP. I agree to inform my PCP about the evaluations, testing, and recommendation by, or coordinated by, EHS.
8. I will contact my PCP, my sub-specialist, and EHS, if I have questions, difficulties, or complications with recommendations by EHS. I will make my PCP aware of my visit/evaluation carried out by, test performed or coordinated by, results of test, and/or any/all recommendations by EHS.
9. I will make any/all EHS clinicians that I see in the future aware of any changes to my medical condition since I was last seen by an EHS clinician regardless of the condition or setting that I am seen by an EHS clinician.
10. I understand that I will be given the opportunity to ask any and all questions about any tests that may have been ordered for me or my dependents. It is my responsibility to seek answers from EHS until I am satisfied and fully understand the plan of care, any associated risk(s), any possible complications, and fees/cost if any apply.
11. I understand that EHS' consulting clinicians are U.S. licensed practitioners, but that they are not my PCP and that they have no intention to fill the role of my PCP. I understand that the consulting clinician is compensated for reviewing my health information. The consulting clinician is compensated for this review, treatment plan, opinion, and consultation only.
12. I understand that there are risks, as well as benefits, in having tests performed and by being given recommendations by a clinician. I agree that I will not hold EHS, the consulting clinician, &/or any entities, affiliates, employees, partners or agents associated with EHS responsible for any adverse effects/events caused by laboratory tests being ordered/conducted and/or insufficient/inaccurate diagnosis and treatment plans of care ordered by the consulting clinician with EHS, that are due to the nature of the lack of an in person physical examination (i.e. Telemedicine limitations) and/or if I fail to provide reliable, truthful, and accurate information.

13. Regarding medical care provided via Telemedicine with EHS I understand, and agree, to the following (all within this section): I understand that a medical clinician who is currently licensed in the Texas will review my Health Information. I understand that EHS is not a pharmacy and that EHS does not have any financial connection with any pharmacy.
14. I agree that if I, or any entity on my behalf, personally brings forth any dispute arising out of or related to the provision of services provided by the consulting clinician with EHS, or by their affiliates, employees, partners and agents, it will be subject to mandatory mediation. Should mediation fail to resolve the disputed issue(s), said dispute shall be subject to final and binding arbitration, and all parties will agree to be bound by the arbitration, which will be enforceable in a court, and parties waive any rights to bring suit before, during, or after agreeing to binding arbitration. These terms defined in this section are legally binding unless otherwise prohibited by applicable law. If no law prohibits this application in part, or full, then it will be applied to any legal disputes.
15. Any mediation, arbitration, administrative proceedings, or other proceedings shall be held in Tyler, Texas, unless all involved parties agree otherwise or if precedent law mandates another location. Such legal proceedings will be governed by the substantive law of the State of Texas without regard to conflicts of law. In the event that a legal matter arises (lawsuit against EHS) and a judgement is made in favor of EHS then the plaintiff against EHS will be required to cover all of EHS' related expenses including, but not limited to the following: lawyer/legal, mediation/arbitration/court fees, travel/lodging, lost wages/EHS expense for paying wages of all of the staff involved in preparing for the case and/or being present at the trial, etc. This is true regardless of whether EHS counter sues or not.
16. I hereby release EHS, the consulting clinician, or any entities, affiliates, employees, partners or agents associated with EHS from any and all claims, that the clinician acted below the requisite standard of care on the basis that the clinician did not personally examine me (i.e. a limitation from having care provided via Telemedicine).
17. I hereby acknowledge that all information and service provided, are provided "as is" without warranty of any kind, expressed or implied.
18. If any provision of this agreement is held to be illegal, void, or unenforceable, then this agreement may be modified or amended only to the extent necessary to enable the remaining provisions to be in force and effect to the maximum degree in favor of EHS. If any individual, or multiple, clause(s) found within this document is(are) determined to be unlawful or unenforceable then that, or those, clause(s) alone will be deemed non-binding, but all other clauses/provisions will remain enforced/legally binding.

HIPAA WAIVER OF AUTHORIZATION (Form covidHIPPA-EHS-20v1)

As required by the Privacy Regulations created as a result of the Health Insurance Portability and Accountability Act (HIPAA).

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED, AND HOW YOU CAN GET ACCESS TO YOUR INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION. PLEASE REVIEW THIS NOTICE CAREFULLY.

This is to confirm that EHS is willing to collaborate with other medical practitioners, medical insurance entities, and government entities regarding a patient's protected medical record and history if, and

when, it is deemed necessary by any, or all, of the aforementioned entities to ensure the appropriate administration of your individual healthcare needs and/or continual adherence to federal and state mandated lawful practices. I understand records belong to EHS, but that the information in them is the patient's information. EHS is required by law to keep information about you private, to give you this Notice about our privacy practices, and to follow the practices outlined in this Notice.

EHS is aware that the information shared involves the use and/or disclosure of Protected Health Information (PHI) for varying purposes as deemed necessary and appropriate by either our practitioner's medical judgement and knowledge, another medical practitioner's medical judgement and knowledge, medical insurance requirements, and/or government entities without the explicit circumstantial authorization from the patient.

EHS is also aware that we must provide to our patients, upon request, an accounting of disclosures of their PHI under a waiver of authorization, unless otherwise mandated by law, as well as a copy of the HIPAA Notice of Privacy Practices. I am aware that I can view EHS' HIPPA form via an online platform. I accept EHS' online HIPPA form as fulfillment of EHS' responsibility to provide me a copy of HIPAA Notice of Privacy Practices. I, as a patient of EHS, understand that this information will be provided in printed form only if I specifically request a printed/physical copy of it. I acknowledge that I have either received a physical copy of these waivers/forms or that I have declined to receive physical copies of them.

Our practice will use and disclose your individually identifiable health information when required to do so by federal, state or local law concerning public health risks, health oversight risks, inspections, investigations, lawsuits and similar proceedings, and law enforcement requests, threats to health and safety to you or others, if you are a member of a military force or for National Security reasons.

Privacy of Electronic Prescriptions:

1. Privacy of electronically submitted prescriptions falls under HIPAA regulations based upon the recent e-prescribing final rule.
2. Authorization to access this data is role-based given the sensitivity associated with certain medications.
3. All treating health care providers have access to Controlled Substances, to reduce the incidences of drug-drug interactions, drug-condition contraindications, patient safety, etc.
4. I, a patient of EHS or a legal guardian/authorizing agent of a EHS patient, approve the submission of electronic prescription(s) and necessary accompanying healthcare information to healthcare providers, home health companies, rehabilitation companies, government entities, and/or my indicated pharmacy of choice. I agree to permit EHS to review any governmental based controlled substance database regarding any prescriptions I may have received from anyone anywhere at any time. I furthermore agree to permit EHS to directly contact my PCP, my medical subspecialist, and/or my pharmacies to gain information regarding me being prescribed any controlled substances.
5. I, a patient of EHS or a legal guardian/authorizing agent of a EHS patient, approve the submission of PHI and necessary accompanying information via phone conversation, email, and voicemail, provided appropriate identification measures are taken for patient verification.

If it is in our practitioner's better medical judgement to disclose your individually identifiable health information, this letter confirms a waiver of authorization for EHS to collaborate with and share your individually identifiable health information with other medical practitioners, home health companies, rehabilitation companies, government entities, and/or medical insurance entities, unless otherwise mandated by law, without your specific circumstantial consent, to ensure the patient's physical well-being and the administration of appropriate health care needs.

By accepting the Terms & Conditions for Service (Form covidTCS-EHS-20v1) with EHS, I, a patient of EHS or a legal guardian/authorizing agent of a EHS patient, authorize EHS to share my individually identifiable health information, or that of the EHS patient in the event these Terms & Conditions are being authorized by a legal guardian/authorizing agent of a EHS patient, with health-care practitioners, home health companies, rehabilitation companies, government entities, and/or medical insurance facilities as needed or as seen appropriate in our clinician's better medical judgement, without explicit circumstantial approval from me, unless otherwise mandated by law.