

**TERMS AND CONDITIONS OF SERVICE:
ADMISSION, MEDICAL SERVICES AND
FINANCIAL AGREEMENT**

- 1. UNIVERSITY OF CALIFORNIA, SAN DIEGO HEALTH (UCSDH)** is part of the University of California and is comprised of its hospital(s), medical center(s), its hospital-based clinics, its Primary Care Network clinics, the UCSDH Physician Group, and the UCSD School of Medicine.
- 2. MEDICAL CONSENT:** I consent to medical treatments or procedures, X-ray examinations, drawing blood for tests, medications, injections, taking of medical photographs, videotaping, laboratory procedures, and hospital services rendered to me under the general and special instructions of the physicians or other health care professionals assisting in my care. I also consent to my admission to the UCSDH if this is necessary for my care. For pregnant women, by signing this form, you are also authorizing routine medical treatment for your newborn infant(s) including newborn hearing screening.

For care provided by a nurse practitioner: Patients have the right to see a physician and surgeon on request. If the care is outside the scope of the nurse practitioner, the patient will be referred to the appropriate provider.

- 3. LEGAL RELATIONSHIP BETWEEN HOSPITAL AND PHYSICIANS:** Doctors caring for patients at UCSDH may be employees of UCSDH or independent providers of medical care. Independent providers are members of the UCSDH medical staff who have been granted the privilege of treating patients at UCSDH facilities, but are not employees or agents of UCSDH. Independent providers exercise their own independent medical judgment, and they are solely responsible for the care, treatment, and services that they order, request, direct, or provide. You will also receive a separate bill from any independent providers for their services during your visit.

For those doctors who are employed by UCSDH, they must also be members of the UCSDH medical staff who have been granted the privilege of treating patients at UCSDH facilities. If you have any questions about whether your provider is employed by UCSDH or an independent provider, please contact Guest Services.

All doctors are also responsible for giving you information about the risks, benefits, and alternative kinds of treatment so that you can make an informed decision about your care. UCSDH's nurses and staff are responsible for carrying out the instructions of the all provider(s), regardless of whether they are employed or independent providers.

- 4. TEACHING, RESEARCH AND HEALTHCARE INSTITUTION:** University of California San Diego Health, is a teaching, research and healthcare institution. I understand that residents, interns, medical students, students of ancillary health care professions (e.g., nursing, x-ray, rehabilitation therapy), post-graduate fellows, and other trainees may observe, examine, treat, and participate at the request and under the supervision of the attending physician in my care as part of the University's medical education programs. Some UCSDH faculty are identified by their name badge as "Visiting Professors." These faculty members do not have a California license, but are licensed in another state or country. These physicians are permitted to practice medicine in California under a special program developed by the Medical Board of California.

I understand that a University institutional review board approves projects conducted by University researchers in accordance with state and federal law. As a result, I understand that I may be contacted and asked to participate in research studies but I am under no obligation to do so. My decision whether to participate or not will not affect my ability to obtain medical care.

I also understand that UCSDH employs nurse practitioners in many patient care areas and I further understand that nurse practitioners may observe, examine, treat, and participate in my care. In circumstances where care is being provided by nurse practitioners, I understand I have the right to request to see a physician and/or surgeon instead of or in addition to a nurse practitioner. I understand that I will be referred to another provider if my care and/or condition is outside the scope of the education and training of a nurse practitioner.

- 5. USE OF MEDICAL INFORMATION AND SPECIMENS:** I understand that my medical information, photographs, and/or video in any form may be used for other UCSDH purposes, such as quality improvement, patient safety and education. I also understand that my medical information and tissue, fluids, cells and other specimens (collectively, "Specimens") that UCSDH may collect during the course of my treatment and care may be used and shared with researchers.

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I understand that under California law, I do not have any rights to any commercially useful products that may be developed from such research. I further understand that any use of my medical information or Specimens by UCSDH or other research institutions will be in accordance with state and federal law, including all laws and regulations governing patient confidentiality, in the manner outlined in the UCSDH Notice of Privacy Practices.

- 6. PERSONAL VALUABLES:** UCSDH maintains fireproof safes for the safekeeping of money and valuables. UCSDH shall not be liable for the loss of or damage to any money, documents, jewelry, glasses, dentures, furs or other articles of unusual value and shall not be liable for loss or damage to any personal property, unless deposited in a safe or locked storeroom. The liability for loss of any personal property deposited with UCSDH shall be no more than \$500.
- 7. RELEASE OF MEDICAL INFORMATION:** The State of California Information Practices Act requires UCSDH to provide the following information to individuals who supply information about themselves. As a patient of UCSDH, I will be asked to submit certain personal information, such as my address and phone number, Social Security number, insurance information, medical history and treatment. The principal purpose for requesting this information is to ensure accurate identification, continuity of medical care, and payment for such care. Under the authority of The Federal Privacy Act of 1974, Article IX, Section 9 of the California Constitution, the California Information Practices Act (Civil Code 1798 et seq.), California Code of Regulations, Title 22, Section 70749, UCSDH is authorized to maintain this information.

As required by UCSDH, furnishing all information requested is mandatory unless otherwise noted. I understand that failure to provide such information may affect my medical care and/or insurance benefits and coverage.

UCSDH will obtain my written authorization to release information about my medical treatment, except in those circumstances when UCSDH is permitted or required by law to release information (see UCSDH's Notice of Privacy Practices for a description of the specific circumstances under which UCSDH may release this information). For example, UCSDH may release a copy of my patient record to health care providers, health plans, governmental agencies and workers' compensation carriers. I understand that if I am an employee of UCSDH, when I seek occupational medicine related treatment for a work-related injury or illness from UCSDH, Center for Occupational and Environmental Medicine (COEM), my health information may be accessed by COEM in order to provide care and services to me and I hereby authorize UCSDH to share my health information in this manner with COEM. Additionally, I understand that if I am diagnosed with cancer, a reportable disease in California, UCSDH is required by law to report my diagnosis to the State Department of Health Services.

- 8. TELEHEALTH SERVICES:** Telehealth is the use of still images or real-time live audio/video communications to provide elements of medical care using technology. This usually takes the form of 2-way audio and/or 2-way video communications between healthcare providers or between a provider and patient. This also usually is employed for clinical communications regarding a patient, remote medical examinations, or facilitation of procedures being performed remotely. As part of this agreement to receive care by providers at UCSDH, during this hospitalization (defined as the "encounter" period), the patient acknowledges and accepts that care may be provided via bedside provider, over the telephone, or by a telehealth technique. **PURPOSE:** The purpose of the telehealth evaluations during the encounter is to help evaluate any active medical concerns. The patient consents to telehealth evaluations for clinical discussions, for clinical examinations, for consultations, or for procedures which may take place during their care provided by UCSDH by care providers at all levels of training and scope of practice. **NATURE OF CONSULTATION:** During the telehealth consultation, details of the patient's medical history and personal health information may be discussed with other health professionals through the use of interactive video, audio and telecommunications technology. Additionally, a physical examination of the patient may take place and video, audio, and/or photo recordings may be taken. **VOLUNTARINESS:** This type of evaluation is voluntary, and the patient, if capacitated, or their surrogate has the right to refuse. The patient/surrogate has the right to refuse at any time without affecting his/ her right to future care or treatment, or risking the loss or withdrawal of any program benefits to which he/ she would otherwise be entitled. **BENEFITS:** Benefits of being evaluated by inpatient telehealth include having access to medical specialists and additional medical information and education that may not be as available otherwise. **RISKS:** A risk includes potential

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loss of confidentiality. The telehealth provider will make recommendations based on information provided by the bedside provider, by the patient/surrogate, and/ or based on the data received via video evaluation and must therefore assume this information is accurate. There is risk that this information is not reported accurately, and risk that the telehealth video, audio, or data feed is incomplete or incorrect. Patient/Surrogate agrees to proceed with evaluation and holds us harmless knowing these risks. ALTERNATIVES: Alternatives include the option of obtaining a face to face evaluation. SUBSEQUENT CARE: A face-to-face consultation still may be necessary after the telehealth visit. FINANCIAL INFORMATION: Any inpatient telehealth evaluation will be a billable encounter similar to an in-person visit, and the patient/ surrogate has agreed to pay the fee for services rendered. If we are billing insurance for the patient's telehealth visit, the patient's out-of-pocket cost will be determined based on the patient's plan and will be billed to the patient. TEACHING, RESEARCH AND HEALTHCARE INSTITUTION: UC San Diego Health is a teaching institution. Residents, interns, medical students, students of ancillary health care professions (i.e., nursing, x-ray, rehabilitation therapy) and post-graduate fellows may participate in telehealth consultations, under the supervision of the faculty or attending physician, as part of the medical education program of the institution. Additionally, UCSDH non-medical technical personnel may participate in the telehealth consultation to aid in the audio/video link with the UCSDH provider. If any recordings should be performed these are unrelated to medical care provided and subsequent media release consents will be required. MEDICAL RECORDS & CONFIDENTIALITY: Another section of this conditions of treatment and admissions has provided the patient with the Notice of Privacy Practices (NPP). In that section the patient/ surrogate acknowledged receipt of the NPP. All laws concerning patient access to medical records and copies of medical records apply to telehealth. Dissemination of any patient identifiable images or information from the telehealth consultation to researchers or other entities shall not occur without your consent. All existing confidentiality protections under federal and California law apply to information used or disclosed during your telehealth consultation. REVIEW: This has been reviewed by the patient or surrogate. All patient/ surrogate questions have been answered. By accepting admission to this UCSDH facility, patient/ surrogate agrees to having care provided via telehealth and that this written document shall serve as consent for telehealth evaluations during this hospital admission ("the encounter").

- 9. FINANCIAL AGREEMENT:** I understand that even if I have insurance, I may be financially responsible for some or all of my medical services. For instance, if I have a co-pay or deductible, I agree to pay the amounts I owe. If I do not have insurance that covers the service I receive, I agree to pay The Regents of the University of California for professional, hospital and clinic services, including UCSDH physician services, in accordance with the regular rates and terms of UCSDH. I also agree to pay for other professional services provided at UCSDH by other health care providers. If I am unable to pay, I understand I may qualify for public assistance, special payment arrangements and/or charity care. I also understand that when this agreement is signed by my spouse, parent or a financial guarantor, my spouse, parent or financial guarantor shall be jointly and individually liable with me for payment, including all collection fees (attorneys' fees, costs and collection expenses), in addition to any other amounts due. Unpaid accounts referred to outside agencies for collection bear interest at the current legal rate. A holder of this medical debt contract is prohibited by Section 1785.27 of the Civil Code from furnishing any information related to this debt to a consumer credit reporting agency. In addition to any other penalties allowed by law, if a person knowingly violates that section by furnishing information regarding this debt to a consumer credit reporting agency, the debt shall be void and unenforceable. I hereby consent to receive messages and calls on behalf of UC San Diego Health, at the numbers provided, including my cell phone number and email address provided during my registration process. I understand that calls may be initiated by an automated dialing system.

PATIENTS INSURED BY PART A OF THE MEDICARE ACT (AS PRIMARY PAYER): UC San Diego Health shall transfer title prior to use of any property (excluding fixed assets or equipment) furnished or supplied to its patient or other customer in connection with its medical services billed pursuant to Medicare Part A. Notwithstanding this title provision, patient accepts that the disposal of medical products or other supplies after use will be governed by UC San Diego Health handling and disposal protocols.

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10. ASSIGNMENT OF BENEFITS (INCLUDING MEDICARE BENEFITS): I authorize and direct payment to UCSDH of any insurance benefits including hospital insurance and unemployment compensation disability benefits otherwise payable to or on my behalf for UCSDH services, including emergency services, at a rate not to exceed UCSDH actual charges. I understand that I am financially responsible for charges not paid pursuant to this agreement. I further agree that any credit balance resulting from payment of insurance or other sources may be applied to any other account owed to UCSDH by me.

I have read, agreed to and received a copy of this Terms and Conditions of Service.

Signature of Patient or Patient Representative Patient Representative Print Name Date: _____ Time: _____ AM / PM

Relationship to Patient: _____ Reason for non-patient signature: _____

Witness Signature Witness Print Name Date: _____ Time: _____ AM / PM

If Interpreted: _____
Interpreter Signature **OR** ID# Language Date: _____ Time: _____ AM / PM

Telephonic Video _____
Language Date: _____ Time: _____ AM / PM

**FINANCIAL RESPONSIBILITY AGREEMENT BY PERSON OTHER THAN THE PATIENT OR THE PATIENT'S
LEGAL REPRESENTATIVE**

I agree to accept financial responsibility for services rendered to the patient and to accept the terms of the Financial Agreement (Paragraph 8) and Assignment Of Benefits (Including Medicare Benefits) (Paragraph 9) set forth above.

Signature of Financially Responsible Party Financially Responsible Party Print Name Date Time AM / PM

Witness Signature Witness Print Name Date Time AM / PM

PATIENT RIGHTS NOTICE: (applies to inpatient admissions only)

Would you like your agent under a durable power of attorney for health care or your next of kin to receive a copy of the Patient Rights and Responsibilities Notice? If so, please contact the Patient Access Department at **(619) 543-6570**.

Upon inquiry as to the patient's presence in the UCSDH hospital/clinics or the general condition of the patient, the UCSDH may, UNLESS OTHERWISE REQUESTED by the patient, next of kin, or attending physician, release the patient's name and/or general condition. The Notice of Privacy Practices is also available on the internet at:

<https://health.ucsd.edu/Pages/default.aspx>