

## HEATH CARE CONSENT FORM

Updated 9.1.2020

## PATIENT NAME:

## DATE OF BIRTH:

**REVIEW.** In our ongoing efforts to provide you with the best possible service, we ask that you carefully review this consent form and ask any questions necessary to help you fully understand it. Please sign at the bottom only after careful review and consideration.

**CONFIDENTIALITY.** I understand that no information regarding services performed shall be released without my express consent except as follows: I authorize that copies of my records may be sent to another location if I seek additional treatment at that location. I understand that, in addition to authorized Advanced Practitioner herein stated to be either a Physician Assistant (PA) or Nurse Practitioner (NP), the supervising/collaborating physician(s) shall have full access to my treatment records. I understand that appropriate medical review may be conducted to further the safety and efficacy of my Advanced Practitioner's services. I understand my Advanced Practitioner may also provide limited patient information to various third-party vendors to provide database development and maintenance services, referral services or marketing research services. I understand that photographs may be taken to document treatment results, but they will not be released or used otherwise without my specific written consent. My advanced practitioner will maintain file copies of all records for a minimum of seven years.

**SERVICES.** Collectively the Cardiac Services offered in the home and the Cardiac Services and procedures not offered in the home are referred to herein as the "Cardiac Services." Ponderosa Heart House Call ("PHHC") provides the following cardiac care services: Cardiac consultations (in-person and/or via telehealth), cardiac disease and medication management, Diagnostic testing - ECG, Holter/event monitoring/cardiac outpatient telemetry monitoring, ABI, transthoracic echocardiography, upper/lower extremity arterial and lower extremity venous imaging, pacemaker/defibrillator management and remote monitoring, abdominal aortic duplex scan, and anticoagulation management.

Cardiac services <u>not</u> offered in the home: Cardiac related surgical or interventional procedures (not limited to): cardiac catheterizations, balloon angioplasty, coronary artery /carotid artery/ peripheral vascular angiography/angioplasty or stenting, ASD/PFO closures, valvuloplasty, transcatheter aortic valve replacement (TAVR), pacemaker/defibrillator implantation or reprogramming, or loop recorder implantation) electrical cardioversion, cardiac electrophysiology ablation, sclerotherapy, endovascular radiofrequency venous ablations, endovenous laser treatment (ELVT), or Enhanced External Counterpulsation (EECP), cardiac pacemaker/ or cardiac diagnostic procedures to include stress testing, transesophageal echocardiography.

**DISCLOSURE OF MEDICAL HISTORY.** I agree that I will disclose a full and accurate personal medical history, including any and all information regarding medical conditions and my use of medications, drugs, herbs, vitamins or other supplements of any kind. I understand that failure to do so may affect my treatment outcome and increase the likelihood or severity of complications.

**MATERIAL RISKS OF TREATMENT PROCEDURES**: I understand that the medical provider, medical personnel and other assistants participating in the patient's care will rely upon my documented medical

history (or if I am the patient representative, medical power of attorney or guardian) as well as other information obtained from me, the patient, the family or others having knowledge regarding the patient, in determining the course of treatment for my/the patient's condition.

(a) All medical treatment involves risks. Risks associated with your Cardiac Service(s) include but are not limited to bruising, bleeding, heart attack, stroke, irregular heart rhythm's (arrhythmias), allergic reactions to medications, kidney damage, infection, blood clots.

(b) Following or as part of your consultation please ask your Advanced Practitioner and/or attending medical provider if you would like additional information regarding the nature or consequences of these risks, and their likelihood of occurrence.

**INFORMATION AND RISK**. While the Cardiac Services are routinely performed in clinicians' offices, or in the home as described above, without incident, there are certain risks associated with providing the Cardiac Services in the home. I understand that, while the Advanced Practitioner are responsible for providing me with information about the Cardiac Services and for answering my questions about them, it is not possible to enumerate each and every risk for every service or procedure utilized in modern health care. If I have further questions or concerns regarding the Cardiac Services, I agree to ask the Ponderosa Heart House Call for more information.

**ROUTINE PROCEDURES**. I acknowledge and understand that during the course of PHHC providing Cardiac Services to me various types of routine diagnostic and treatment procedures ("Procedures") may be utilized, which are considered ordinary and necessary techniques for the services provided.

**CONSENT.** Having discussed the matter with the PHHC provider to my satisfaction I hereby authorize and give voluntary consent to PHHC and its healthcare professionals to provide me (or if I am the patient representative, medical power of attorney or guardian) with one or more of the above Cardiac Services, which may require a continuing course of Cardiac Services or related medical action. I consent to and authorize the persons participating in and responsible care to utilize Cardiac Services that they deem reasonably necessary or desirable in the exercise of their professional judgment, including those Procedures that may be unforeseen or not known to be needed at the time this Consent is obtained. This Consent shall also extend to the treatment of all conditions which may arise during the course of such Cardiac Services and Procedures, including those conditions which may be unknown or unforeseen at the time this Consent is obtained.

**APPOINTMENT REMINDERS VIA EMAIL OR TEXT.** I consent to PHHC sending text messages to my mobile device or emails to my email address, as designated by me, in compliance with applicable privacy policies and requirements, to remind me about upcoming appointments. No such contact will be deemed unsolicited. I may be contacted at the cell phone number currently on file with PHHC. I may opt out of PHHC text or email message communications at any time by following the opt-out instructions provided to me via text or email.

## NO CONSENT TO ELECTRONIC MESSAGE.

**SCOPE OF SERVICES AND SUPERVISION.** I understand that, as required by law, the Advanced Practitioner which provide the Cardiac Services are subject to the supervision of a licensed physician who may observe and supervise the care of the Advanced Practitioner as required by law but is not required to participate in face-to-face patient care.

**DIGITAL IMAGES.** I understand that digital and other images may be recorded to document the patient's care and I consent to such recordings. I understand that PHHC will retain the ownership rights to these digital and other images, but that I will be allowed access to view them or obtain copies. I understand that these images will be stored in a secure manner in PHHC electronic health record and kept for the time period required by law and/or outlined in PHHC policy.

**NO GUARANTEE OF TEST RESULTS OR TREATMENT OUTCOME**. I understand that the practice of medicine is not an exact science and that no guarantees or assurances are made to me concerning the outcome and/or result of any Cardiac Services.

**WARRANTIES AND DISCLAIMERS**. PHHC shall provide the Cardiac Services and Procedures as described to the patient in consultation. While PHHC has the discretion to perform or provide additional medical services as it deems necessary it has no duty to so. PHHC disclaims and shall have no duty to provide any other service or benefit not described to the patient and approved by PHHC.

**LIMITATION OF LIABILITY.** PHHC shall not be responsible for, and shall not pay, any amount of incidental, consequential or other direct or indirect damages, whether based on lost revenue, lost profits, loss of goodwill or otherwise, regardless of whether I was advised of the possibility of such losses in advance, or for any compensation, exemplary, punitive or damages except as set forth herein. In no event shall the liability of PHHC or its principals and agents hereunder exceed the amount paid by you, the undersigned, for our Cardiac Services and Procedures regardless of whether your claim is based on contract, tort, strict liability, product liability or otherwise. In any case, your sole remedy shall be a refund of our service fees or as explicitly described in any written warranty we may provide to you.

**WRITTEN MODIFICATION.** This Agreement may be modified only by a written amendment signed by both parties. The prevailing party in any dispute as determined by the arbitrator, shall be entitled to an award of reasonable costs and attorney's fees. In the event arises out of this agreement or its formation the matter shall be heard by one arbitrator under the commercial rules of arbitration and the auspice is of the American Arbitration Association. Any award shall be final and may be entered as a judgment in the records of any court of competent jurisdiction.

**ENITRE AGREEMENT.** This agreement is the entire agreement between the parties. It replaces and supersedes any oral agreement between the parties, as well as any prior writings. No party to this Agreement is relying on any representation or understanding not expressly stated herein.

PATIENT/PATIENT REPRESENTATIVE SIGNATURE

**PATIENT/ PATIENT REPRESENTATIVE PRINTED NAME** 

DATE