

CONSENT TO PARTICIPATE IN VIRTUAL PERSONAL TRAINING

1. **PURPOSE:** The purpose of this form is to obtain your consent for virtual appointment.
2. **NATURE OF VIRTUAL CONSULTATION or VISIT:** Virtual Personal Training sessions involve the use of audio, video or other electronic communications to interact with you, consult with your healthcare provider and/ or review your medical information for the purpose of diagnosis, treatment, follow-up and/or education. During your virtual personal training consultation, details of your medical history and personal health information may be discussed with your personal trainer or other USC Recreational Sports Staff member through the use of interactive video, audio and telecommunications technology. Additionally, a visual assessment may take place and video, audio, and/or photo recordings may be taken. You understand that our (USC Recreational Sports) staff will decide, in their sole discretion, whether virtual services are appropriate for you. You understand that your personal trainer will be in a different physical location than you when receiving personal training services.
3. **RISKS, BENEFITS AND ALTERNATIVES:** The benefits of virtual personal training include having access to certified personal trainers and education without having to travel outside of your local community. A potential risk of virtual personal training is that because of your specific medical condition, or due to technical problems, a face-to-face consultation still may be necessary to establish your eligibility for virtual personal training. In the case that life-threatening symptoms are observed by your personal trainer, 911 will be recommended or called. Risks also include potential loss of confidentiality since data is transmitted via the Internet, and medical inaccuracies, given that recommendations may be specifically based on data reported to the personal trainer (for example, in situations where the personal training provider cannot verify the accuracy of said data due to geographic distance) or due to problems with the video, audio or data feed being incomplete or incorrect. USC Recreational Sports ("USC") will make recommendations based on information provided to USC by the individual, and based on the data received via video evaluation and must therefore assume this information is accurate, you agree to proceed with evaluation and hold USC and all its entities, employees, interns and agents harmless, knowing these risks.
4. **TEACHING, RESEARCH AND HEALTHCARE INSTITUTION:** USC is a teaching institution. USC technical personnel may participate in the personal training assessment or session to aid in the audio/video link with the USC provider. These virtual sessions may at times be recorded for future educational purposes. If recorded for other purposes, USC will obtain a subsequent consent from you. You have the right to refuse recording of your sessions.

5. **MEDICAL INFORMATION AND RECORDS:** All laws concerning client access to medical records and copies of medical records apply to virtual personal training. Dissemination of any client identifiable images or information from the virtual personal training session to researchers or other entities shall not occur without your consent.
6. **CONFIDENTIALITY:** All existing confidentiality protections under federal and California law apply to information used or disclosed during your personal training consultation.
7. **RIGHTS:** You may withhold or withdraw your consent to a virtual personal training consultation at any time before and/or during the consult without affecting your right to future care or treatment, or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled. This communication may occur at the time of your consultation or within 30 days after you receive the results of the consultation.
8. **NOTICE OF PRIVACY PRACTICES:** You acknowledge that you have received the USC Notice of Privacy Practices, which provides information about how USC may use and disclose protected health information about the client.
9. **ACKNOWLEDGEMENT.** You acknowledge that you reviewed the content of this document and will ask your provider any questions you may have about this consent during the virtual personal training consultation and that you will be billed as appropriate. You understand the risks described above and understand that USC disclaims all liability for such risks; you further agree to hold USC and all its entities, employees, faculty, and interns harmless with respect to all of these risks. You voluntarily authorize USC Recreational Sports to provide services to you through the use of virtual technologies. You consent to the receipt of these services and understand that this consent will be documented in your medical record

USC RECREATIONAL SPORTS CLIENT EMAIL AND TEXT MESSAGE CONSENT FORM

Use of the USC Personal Training E-visits require your consent to be contacted through text messages and email. Transmitting client information by e-mail or text message has a number of risks that clients should consider before using either e-mail or text message. These risks include, but are not limited to the following:

1. RISK OF USING E-MAIL AND/OR TEXT MESSAGE

- a. E-mail and text messages can be circulated, forwarded, stored electronically and on paper, and broadcast to intended and unintended recipients.
- b. Senders can easily misaddress an e-mail or mistype a phone number.
- c. Backup copies of e-mail or texts may exist even after the sender or the recipient has deleted his or her copy.
- d. Employers, online services, and wireless carriers have the right to archive and inspect messages transmitted through their systems.
- e. E-mail and text messages can be intercepted, forwarded, or used without authorization or detection.
- f. Understand that the content of the messages may be monitored by USC to ensure appropriate use.
- g. E-mail can be used to introduce viruses into computer systems.
- h. Email and text messages may reside on a mobile device indefinitely where information can be exposed to unauthorized access due to theft, loss, or inadequate password protection.
- i. E-mail and text messages can be used as evidence in court.
- j. E-mails and text messages may not be secure, including at USC, and therefore it is possible that the confidentiality of such communications may be breached by a third party.

To address the risks of using e-mail and text messages and, if you choose to communicate with your provider by e-mail or text message, you must review and consent to the conditions or instructions set forth below.

2. CONDITIONS FOR THE USE OF E-MAIL AND/OR TEXT MESSAGE

Providers cannot guarantee, but will use reasonable means to maintain security and confidentiality of e-mail and text message information sent and received. Providers are not liable for improper disclosure of confidential information that is not caused by Provider's intentional misconduct. Clients must acknowledge and consent to the following conditions:

- a. Although Provider will endeavor to read and respond promptly to an e-mail or text message from the client, Provider cannot guarantee that any particular e-mail or text message will be read and responded to within any particular period of time. Thus, the client shall not use e-mail or text message for medical emergencies or

other time sensitive matters. If the client has not received a response within 72 hours, the client should follow up by telephone with the Provider's office and/or USC Recreational Sports.

- b. E-mail and text messages must be concise. The client should schedule an appointment if the issue is too complex or sensitive to discuss via e-mail or text message.
- c. All e-mails or text messages to or from the client concerning diagnosis or treatment may be made part of the client's medical record. Because messages are part of the medical record, other individuals authorized to access the medical record, such as staff and billing personnel, will have access to those e-mails and text messages.
- d. Provider may forward e-mails or share text messages internally to Provider's staff and agent necessary for diagnosis, treatment, reimbursement, and other handling.
- e. Provider will not forward client identifiable e-mails or text messages outside of USC Recreational Sports without the patient's prior written consent, except as authorized or required by law.
- f. The client should not use e-mail or text messages for communication regarding sensitive medical information. According to California law, your provider may not communicate any lab results unless your e-mail correspondence is conducted through a secure server. Additionally, e-mail and text messages must never be used for results of testing related to HIV, sexually transmitted disease, hepatitis, drug abuse or presence of malignancy, or for alcohol abuse or mental health issues.
- g. Provider is not liable for breaches of confidentiality caused by the client or any third party.
- h. It is the client's responsibility to follow up and/or schedule an appointment if warranted.

3. INSTRUCTIONS

To communicate by e-mail or text message, the client shall:

- a. Avoid use of his/her employer's computer.
- b. Use password protection on your mobile devices in which you send or receive email and text messages.
- c. Put the client's name only in the body of the e-mail, never in the subject line.
 - In the body of the message, include your name and your identification number (Medical Record Number) or your date of birth.
 - Write the topic (e.g., medical question, billing question) in the subject line of the e-mail.
- d. Inform Provider or their staff of changes in his/her e-mail address or phone number.
- e. Acknowledge any e-mail or text message received from the Provider.
- f. Take precautions to preserve the confidentiality of the e-mail or text message.

CLIENT ACKNOWLEDGMENT AND AGREEMENT

I acknowledge that I have read and fully understand this consent form. I understand the risks associated with the communication of e-mail and text message between the Providers and me, and consent to the conditions and instructions outlined, as well as any other instructions that the Provider may impose to communicate with client by e-mail or text message. I understand that USC Recreaional Sports may choose to end e-mail and text messaging services with me if I do not comply with these conditions and instructions. If I have any questions I may inquire with my consulting personal trainer or the USC Privacy Officer.

Print Name

Signature

Date

UNIVERSITY OF SOUTHERN CALIFORNIA NOTICE OF PRIVACY PRACTICES

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.
PLEASE REVIEW IT CAREFULLY.**

What is this Notice and Why Is It Important?

By law, the University of Southern California (USC)¹ must protect the privacy of your identifiable medical and other health information (“health information”).

USC also is required by law to give you this notice to tell you how we may use and give out (“disclose”) your health information. USC must follow the terms of this notice when using or disclosing your health information.

This notice is effective as of November 15, 2019.

How USC May Use Your Health Information

As a general rule, you must give written permission before USC can use or release your health information. There are certain situations where USC is not required to obtain your permission. This section explains those situations where USC may use or disclose your health information without your permission.

Except with respect to Highly Confidential Information (described below), USC is permitted to use your health information for the following purposes:

- **Treatment:** We use and disclose your health information to provide you with medical treatment or services. This includes uses and disclosures to:
 - treat your illness or injury, including disclosures to other doctors, practitioners, nurses, technicians or medical personnel involved in your treatment, or
 - contact you to provide appointment reminders, or
 - give you information about treatment options or other health related benefits and services that may interest you.
- **Payment:** We may use and disclose your health information to obtain payment for health care services that we or others provide to you. This includes uses and disclosures to:

¹ For purposes of the HIPAA Privacy Rule, USC includes those entities that comprise Keck Medicine of USC, including but not limited to, USC Norris Cancer Hospital, Keck Hospital of USC, USC’s employed physicians, nurses and other clinical personnel, those units of USC that provide clinical services within the Keck School of Medicine, School of Pharmacy, the Herman Ostrow School of Dentistry, Physical and Occupational Therapy, Suzanne Dworak-Peck School of Social Work, as well as USC Care Medical Group, affiliated medical foundations of Keck and their physicians, nurses and clinical personnel, Engemann Student Health Center, Eric Cohen Student Health Center, USC Verdugo Hills Hospital, its nurses and other clinical personnel, Verdugo Radiology Medical Group, Verdugo Hills Anesthesia, and Chandnish K. Ahluwalia, M.D., Inc. and those units that support clinical and clinical research functions, including the Offices of the General Counsel, Audit and Compliance.

- submit health information and receive payment from your health insurer, HMO, or other company that pays the cost of some or all of your health care (payor), or
- verify that your payor will pay for your health care.

However, we will comply with your request not to disclose health information to your health plan if the information relates solely to a healthcare item or service for which we have been paid out of pocket in full.

- **Health Care Operations:** We may use and disclose your health information for our health care operations, such as internal administration and planning that improve the quality and cost effectiveness of the care we provide you. This also include uses and disclosures to:
 - evaluate the quality and competence of our health care providers, nurses and other health care workers,
 - to other health care providers to help them conduct their own quality reviews, compliance activities or other health care operations,
 - train students, residents and fellows, or
 - identify health-related services and products that may be beneficial to your health and then contact you about the services and products.

We may also disclose your health information to third parties to assist us in these activities (but only if they agree in writing to maintain the confidentiality of your health information).

In addition, USC may use and disclose your health information under the following circumstances:

- **Organized Health Care Arrangement:** USC participates in organized health care arrangements (OHCA) with other providers, including but not limited to, Children's Hospital Los Angeles and Los Angeles County+USC Medical Center (LAC+USC). USC may share information with its OHCA members for treatment, payment and joint health care operations.
- **Directory:** USC may include your name, location in its hospitals, general health condition and religious affiliation in a patient directory without obtaining your authorization unless you object to inclusion in the directory. Information in the directory may be disclosed to anyone who asks for you by name or members of the clergy; provided, however, that your religious affiliation will only be disclosed to members of the clergy.
- **Relatives, Caregivers and Personal Representatives:** Under appropriate circumstances, including emergencies, we may disclose your health information to family members, caregivers or personal representatives who are with you or appear on your behalf (for example, to pick up a prescription). We may also need to notify such persons of your location in our facility and general condition. If you object to

such disclosures, please notify your USC health care provider. If you are not present, or the opportunity to agree or object to a use or disclosure cannot practicably be provided because of your incapacity or an emergency circumstance, we may exercise professional judgment to determine whether a disclosure is in your best interests. If information is disclosed to a family member, other relative or a close personal friend, we would disclose only information believed to be directly relevant to the person's involvement with your health care or payment related to your health care.

- **Public Health Activities:** We may disclose your health information for the following public health activities:
 - To report to public health authorities for the purpose of preventing or controlling disease, injury or disability;
 - To report child abuse and neglect to public health authorities or other government authorities authorized by law to receive such reports;
 - To report information to the U.S. Food and Drug Administration (FDA) about products and services under its jurisdiction;
 - To alert a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading a disease; or
 - To report information to your employer as required under laws addressing work-related illnesses and injuries or workplace medical surveillance.

- **Victims of Abuse, Neglect or Domestic Violence:** If we reasonably believe that you are a victim of abuse, neglect or domestic violence, we may disclose your health information as required by law to a social services or other governmental agency authorized by law to receive such reports.

- **Health Oversight Activities:** We may disclose your health information to a health oversight agency that is charged with responsibility for ensuring compliance with the rules of government health programs such as Medicare or Medicaid.

- **Specialized Government Functions:** We may use and disclose your health information to units of the government with special functions, such as the U.S. military, under certain circumstances required by law.

- **Law Enforcement Officials, Judicial and Administrative Proceedings:** We may disclose health information to police or other law enforcement officials. We also may disclose health information in judicial or administrative proceedings, such as in response to a subpoena.

- **Coroners or Medical Examiners:** We may disclose health information to a coroner or a medical examiner as required by law.

- **Organ and Tissue Donation:** We may disclose health information to organizations that assist with organ, eye or tissue donation, banking or transplant.
- **Health or Safety:** We may disclose health information to prevent a serious threat to your health and safety or the health and safety of the public or another person.
- **Health Information Exchange:** We, along with other health care providers in the Los Angeles area, may participate in one or more Health Information Exchanges (HIE). An HIE is a community-wide information system used by participating health care providers to share health information about you for treatment purposes. Health care providers that participate in the HIE can share your health information electronically. The purpose of the HIE is to allow all health care providers at different facilities participating in your treatment to have all the information necessary to treat you effectively, such as laboratory results, prior diagnosis and current medication. If you do not want to have your health information shared in the HIE you may opt out by completing the Keck Medicine of USC HIE Patient Opt-Out Form.
- **Research:** USC supports health research that can benefit patients. Toward this goal we may use and disclose your identifiable health information without your prior authorization. As examples:
 - We may use or disclose your health information to prepare a research protocol, refine a research question or determine whether USC is the appropriate site for a particular study;
 - Your identifiable health information may be used to determine your eligibility to participate in a research study and to contact you and/or your doctor;
 - We may also create databanks that store health information about you in an identifiable way.

The use of your data for research must be reviewed and approved by an Institutional Review Board, which evaluates risks and benefits. We only use patient data for research as permitted by applicable law.

- **Limited Data Sets:** We may provide identifiable health information about you (but not including your name, address, social security number or other direct identifiers) for research, public health or health care operations, but only if the recipient of such information signs an agreement to protect the information and not use it to identify or contact you.
- **Development Activities:** We may contact you to request a contribution to support important USC activities. For fundraising, we may disclose to our fundraising staff demographic information about you (for example, your name, address and phone number), dates on which we provided health care to you, information about the department of service or treating physician, outcome information or health insurance status without your written permission. We also may share such information about

you with closely related foundations that assist us in our development activities. We will provide you an opportunity to opt-out of receiving fundraising communications. We will not disclose your diagnosis or treatment, however, unless we have your written authorization to do so.

- **Marketing Activities:** We may conduct the following activities without obtaining your authorization:
 - Provide you with marketing materials in a face-to-face encounter;
 - Give you a promotional gift of nominal value;
 - Provide refill reminders or otherwise communicate about a drug or biologic that is currently prescribed to you, so long as any payments we receive for making the communication are reasonably related to our costs;
 - Tell you about USC's own health care products and services

If we accept payments from other organizations or individuals in exchange for telling you about their health care products or services, we will ask for your authorization, except as described above or unless the communications are permitted by law without your permission. We will ask your permission to use your health information for any other marketing activities. Also, from time to time, USC receives letters from patients, their family members and friends describing the experience and care they received at USC. Where possible, we share these letters with our USC employees and patients. Prior to sharing your letter, we will remove your name and other identifying information from the letter to protect your privacy.

- **Workers' Compensation:** We may disclose health information as authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs or as required under laws relating to workplace injury and illness.
- **As Required by Law:** We may disclose health information when required to do so by any other law not already referred to in the preceding categories.

Your Written Authorization

FOR ANY PURPOSE OTHER THAN THE ONES DESCRIBED ABOVE WE MAY ONLY USE OR DISCLOSE YOUR PROTECTED HEALTH INFORMATION WHEN YOU GIVE US YOUR WRITTEN AUTHORIZATION.

Highly Confidential Information

Federal and state law require special privacy protections for certain highly confidential information about you ("Highly Confidential Information"), including your health information that is maintained in psychotherapy notes or is about: (1) mental health and developmental disabilities services; (2) alcohol and drug abuse prevention, treatment and referral; (3) HIV/AIDS testing, diagnosis or treatment; (4) communicable disease(s); (5) genetic testing;

(6) child abuse and neglect; (7) domestic or elder abuse; or (8) sexual assault. In order for your Highly Confidential Information to be disclosed for a purpose other than those permitted by law, your written authorization is required.

Sale of Health Information

We will not make any disclosure that is considered a sale of your protected health information without your written authorization unless the disclosure is for a purpose permitted by law.

Your Rights Regarding Your Health Information

Right to Request Access to Your Health Information: You have the right to inspect and maintain a copy of the patient records we maintain to make decisions about your treatment and care, including billing records. All requests for access must be made in writing. Under limited circumstances, we may deny you access to your records. If you would like access to your records, please ask your healthcare provider for the appropriate form to complete. If you request copies, we will charge you a reasonable fee for copies. We also will charge you for our postage costs, if you request that we mail the copies to you. If you are a parent or legal guardian of minor, certain portions of the minor's medical record may not be accessible to you under California law.

Right to Request Amendments to Your Health Information: You have the right to request that we amend your health information maintained in your medical record file or billing records. If you wish to amend your records, please obtain an amendment request form from your healthcare provider. All requests for amendments must be in writing. We will comply with your request unless we believe that the information that would be amended is already accurate and complete or other special circumstances apply.

Right to Revoke Your Authorization: You may revoke (take back) any written authorization obtained by us for use and disclosure of your protected health information, except to the extent that we have taken action in reliance upon it. Your revocation must be in writing and sent to the USC Office of Compliance or to whoever is indicated on your authorization.

Right to An Accounting of Disclosures of Your Health Information: Upon written request, you may obtain a list (accounting) of certain disclosures of health information made by us. The period of your request cannot exceed six years. If you request an accounting more than once during a twelve (12) month period, we will charge you a reasonable fee.

Right to Request how Information is Provided to You: You may request, and we will try to accommodate, any reasonable written request for you to receive health information by alternative means of communication or at a different address or location.

Right to Request Restrictions on the use of your Health Information: You may request that we restrict the use or disclosure of your protected health information. All requests for such restrictions must be made in writing. While we will consider a request for additional restrictions carefully, we are not required to agree to a requested restriction, except for requests to restrict disclosure of information to a health plan in cases where you have paid for the service out of pocket and in full.

Right to be Notified of Breach: You have the right to be notified by us if we discover a breach of your unsecured protected health information.

Right to a Paper Copy of this Notice: Upon request, you may obtain a paper copy of this Notice, even if you have agreed to receive such information electronically.

Right to Change Terms of this Notice

We may change the terms of this notice at any time. If we change this notice, we may make the new notice terms effective for all health information that we hold, including any information created or received prior to issuing the new notice. If we change this notice, we will post the revised notice in our practice areas and on our website at www.usc.edu/policies. You may also obtain any revised notice by contacting the USC Office of Compliance.

Further Information; Complaints

If you would like additional information about your privacy rights, are concerned that we have violated your privacy rights or disagree with a decision that we made about access to health information, you may contact our USC Office of Compliance. You may also file written complaints with the Director, Office for Civil Rights of the U.S. Department of Health and Human Services. Upon request, the USC Office of Compliance will provide you with the current address for the Director. We will not retaliate against you if you file a complaint with us or the Director.

USC Office of Compliance

You may contact the USC Office of Compliance at: 3500 Figueroa, #105, Los Angeles, CA 90089-8007, (213) 740-8258 or compliance@usc.edu.



UNIVERSITY OF SOUTHERN CALIFORNIA NOTICE OF PRIVACY PRACTICES

This notice is effective as of November 15, 2019.

Please sign and date below to indicate that you have received a copy of this notice. Your signature simply acknowledges that you received a copy of this notice.

Print Name (Last, First, Middle Initial)

Signature

Date

**NOTICE OF PRIVACY
PRACTICES**

P
A
T
I
E
N
T

I
D