

## PATIENT PARTICIPATION PACKET

This medical office is partnering with our electronic health record (EHR) company to develop an artificial intelligence powered tool, with the goal of making it easier and more efficient for doctors to prepare their chart notes. We are asking for your consent to participate in the development of this tool by allowing us to record the **audio** of your health care visit with your provider. If you participate, the audio of the visit will be recorded through our EHR company's software as described on the next two pages. To help you better understand this program, here are some answers to Frequently Asked Questions.

### **What do I need to do if I want to participate?**

To provide consent, you will sign the next two pages of this packet. The first page is a consent allowing our EHR company (Modernizing Medicine, Inc., known as ModMed) to use the audio recording and its content for technology development. The second page is an authorization specifically related to the use of your health information. Your doctor will also ask you verbally for consent before turning on the audio recorder during any given visit.

### **What will be recorded?**

We will be recording the audio or verbal conversation with your doctors and other health care personnel at this office. We will not be recording any video.

### **If I agree to participate, will all of my future doctor visits be recorded automatically?**

No. You have the option at each visit with our office to tell the provider if you are comfortable with that visit being recorded. Your provider will ask you for your permission before turning on the recorder at any visit. In addition, some providers at our office may decide not to record certain visits.

### **What will my recordings be used for?**

The recordings will be used for developing the artificial intelligence powered tool designed to help physicians more effectively document their visits with patients.

### **Who will listen to my recordings?**

In general, no one will listen to your recordings. The recording content will be used to inform and develop the artificial intelligence technology and computer algorithms designed to help improve clinical documentation. There may be times when a ModMed employee or contractor needs to listen to your recording for troubleshooting or other development purposes.

### **Will my recordings be kept forever?**

No, the recordings will be deleted six months after the visit. ModMed may keep a written transcript of the recording for longer. If so, ModMed will use technology designed to remove content from the transcript that may identify you or your provider.

### **Can I change my mind after signing the consent?**

Yes, you can revoke your consent by emailing [mmaiscribe@modmed.com](mailto:mmaiscribe@modmed.com) or you can tell your provider not to record a particular visit.

### **Does participating affect the quality of care I receive?**

No, you will receive the same quality of care regardless of whether you participate, and your participation is entirely voluntary.

### **Are there any benefits to me participating?**

There are no tangible benefits to you participating. However, you may enjoy intangible benefits knowing that you helped contribute to improving health care technology and making it easier for doctors to document their visits with patients, which could ultimately help improve patient care.

### **What if a friend or family member is with me at an appointment?**

Any visitors with you at an appointment that is being recorded should sign the first consent form in this packet. Please notify the front desk if your friend or family member has not signed this form. (Visitors do not need to sign the second consent form, which is specifically about the health care information that is discussed.)

## RELEASE FOR PROVIDER INTERACTION CONTENT

For the intangible value gained from participation in the improvement of health care technology and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I (or a third party authorized to act on my behalf) (“**Participant**”) hereby grant to Modernizing Medicine, Inc., a Florida for-profit corporation, and its affiliates, subsidiaries, licensees, agents, successors, designees, and assigns (collectively, “**Company**”) the right to use Participant’s name, likeness, voice, conversation, sounds, and/or material (collectively, my “**Appearance**”) as follows:

1. Participant agrees that Company shall have the right to create and capture audio-only works, including recordings of and from Participant’s Appearance and interactions with health care providers and/or patients (the “**Content**”) by any method of recording without further consent from or any royalty, payment, or other compensation to Participant.
2. Participant acknowledges and agrees that for each health care visit between Participant and a health care provider and/or patient (each visit, a “**Provider Interaction**”), the Content includes: (a) an audio recording of the Provider Interaction, with such audio recording to be retained by Company for a period not to exceed six months, (b) a transcript of such audio recording, with such transcript to be retained by Company for a period not to exceed six months, and (c) a modified transcript of the audio recording that has been processed using third-party technology and/or tools designed to remove content from the transcript that would identify the patient, health care provider, and/or Participant. Company will retain such modified transcript for as long as the Company so chooses.
3. Participant agrees that Company shall forever own all rights, including copyright, in the Content and the results and proceeds of such Content, and shall have the irrevocable right to use, and license others to use, the Content in whole or in part, an unlimited number of times, in all languages, in all media whether now known or hereafter devised, anywhere in the universe in connection with the development and improvement of Company technology that may be used to help improve clinical documentation and physician practice management, including without limitation, distribution of the Content to any and all persons present at a Provider Interaction, anyone employed by or affiliated with Company who listens to the recording of the Provider Interaction after it is recorded or reviews a transcript of the recording, and anyone the Company may hire or contract with to capture, transcribe, edit or de-identify the recording or assist in the development of the Company products. Company shall have the right to edit the Content in any manner or form. Participant hereby waives any right of inspection or approval of Participant’s Appearance, including any Content related to Participant’s Appearance.
4. Participant hereby releases, discharges, and holds harmless Company from all claims, demands, or causes of action that Participant may have or receive from a third party, including without limitation, claims based upon defamation, invasion of privacy, rights of publicity, commercial disparagement, or any other claims arising from the creation of or use of the Content or Participant’s Appearance.
5. Company is not obligated to actually use Participant’s Appearance or the Content.
6. This Appearance Release shall be governed by the laws of the State of Florida (excluding its conflicts of law principles), regardless of the place of its physical execution and shall be binding on me and my successors, parents, licensees, legal representatives, heirs, and assigns (as applicable). Participant hereby submits to the jurisdiction of the state and federal courts of Palm Beach County, Florida, to resolve any dispute arising out of or resulting from this Appearance Release. Participant shall not raise, and hereby waives, any defenses based upon improper venue, inconvenience of the forum, lack of personal jurisdiction, or the sufficiency of service of process. Termination of this Appearance Release, for any reason, shall not affect Company’s rights in the Content. Company may assign its rights in the Content, in whole or in part, to any individual or entity, without restriction.
7. This Appearance Release represents the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein.

AGREED AND ACCEPTED

Participant Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Authorization for Use and Disclosure of Protected Health Information for Recording

Patient Name: \_\_\_\_\_ Date: \_\_\_\_\_

By signing this form, I authorize my physician or other provider (“Provider”) to record the audio of my interactions with the Provider using the recording tool provided by Modernizing Medicine, Inc. (the “Company”). I understand that the Company will record and access such recordings for purposes of the development and improvement of Company technology that may be used to help improve clinical documentation and physician practice management.

**Information to be Used and Disclosed:** All audio information heard or recorded in connection with or during my interaction(s) or visit(s) with my Provider from October 1, 2023 through December 31, 2024 (“Provider Interactions”), including without limitation, conversations, sounds, audiotapes, and/or verbal statements made during the Provider Interactions by anyone present, and my demographic, biographical, and medical information (including any and all clinical documentation) related to such Provider Interactions.

**Persons Authorized to Receive Information:** (1) Any and all persons present at the Provider Interactions, (2) anyone employed by or affiliated with Company who, for purposes of development and improvement of Company technology, listens to the recording of the Provider Interaction after it is recorded or reviews a transcript of the recording or associated clinical documentation, and (3) anyone the Company may hire or contract with to capture, transcribe, edit, aggregate, or modify the recording or transcript or to assist in development of the product(s).

**Purposes:** For development and improvement of Company technology that may be used to help improve clinical documentation and physician practice management. I understand and agree that Company will store my information in its audio-recorded format for a maximum period of six (6) months. I further understand and agree that Company will create a transcript of the recording to be retained for a maximum period of six (6) months from the date of the Provider Interaction that was recorded. I understand and agree that no later than six (6) months after the date of the recorded Provider Interaction, the Company will destroy the recording and will use third-party technology and/or tools designed to remove content from the transcript that may identify me and that Company will retain such modified transcript for as long as the Company so chooses.

**Right to Revoke:** Except to the extent that action has already been taken in reliance on this authorization, at any time I can revoke this authorization by submitting an email to Company at [mmascribe@modmed.com](mailto:mmascribe@modmed.com), or (if revoking during the Provider Interaction), by informing my provider. Unless revoked, this authorization will expire on December 31, 2024. After expiration or revocation of this authorization, the Company may continue to use and disclose any modified transcripts created from Provider Interactions that occurred before I revoked consent. The Company may destroy or dispose of recordings and transcripts at any time without notice to me.

**Re-disclosure/Voluntary Consent.** I understand the information disclosed by this authorization may be subject to re-disclosure by anyone receiving it, and the information disclosed will no longer be protected by federal privacy laws and regulations. This authorization is voluntary. I understand that neither the Company nor my provider may condition treatment, payment, enrollment, or eligibility for benefits on whether I sign this authorization form.

\_\_\_\_\_  
Signature of Patient or Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Description of Representative’s authority to act on behalf of Patient, if applicable