



Telehealth and Telemedicine Consent

1. Definitions.

- a. Telehealth.** Telehealth is the use of electronic information and telecommunications technologies to support and promote long-distance clinical health care, patient and professional health-related education, public health, and health administration. It refers broadly to electronic and telecommunications technologies and services that are used to provide care and services at a distance and includes non-clinical services.
- b. Telemedicine.** Telemedicine is the use of technology including audio, video, and other electronic media for the purpose of diagnosis, consultation, or treatment in order to deliver clinical care at a distance.
- c. Transmitted Data.** Video images, digital images, voice recordings, and audio recordings of a patient that may include details of the patient's health that are sent via electronic and telecommunication technologies to a provider in order to deliver care at a distance and facilitate health care services.

2. Permitted and Required Uses and Disclosures.

- a. I understand that telehealth involves transmission of my Transmitted Data, and that telehealth is different from traditional care in that the patient and provider do not meet in person and face-to-face in the same location.
- b. I understand and agree that telehealth is not a substitute for in person health care services, and that telehealth and telemedicine are appropriate and efficient means of maintaining and improving health when conducted within the context of appropriate standards of care.
- c. I understand that I reserve the right to refuse or cease participation in telehealth services at any time.
- d. I understand that I reserve the right to request an in-person encounter instead of a telemedicine encounter. Additionally, I understand that an equivalent in-person appointment may not be available at the same location or during the same time as a telemedicine encounter.
- e. I understand that a refusal to participate in telehealth will not affect my rights to future care or benefits to which I may otherwise be entitled.
- f. I understand that I reserve the right to follow-up with my provider with questions or concerns after the conclusion of a telemedicine encounter.
- g. I understand that I shall have access to all medical information resulting from my telehealth encounter as provided by applicable law for my access to medical records.
- h. I understand the benefits of telehealth include: my provider can continue to provide health care services when an in-person appointment is not possible; my provider can visualize some of the my environment; my provider can continue to care for me at my convenience, during a time of isolation or inability to leave home; and that telehealth encounters may minimize exposure to pathogens and reduce my risk of illness.
- i. I understand that there are risks involved in telehealth including, but not limited to: my electronic communications may be intercepted, compromised, unsecured, accessed, stored, circulated, and edited by unknown third parties; my provider loses the ability to perform certain aspects of a physical examination (for example, assessing my pulse and other vital signs); may not be able to read physical cues, facial expressions, or vocal cues and tones; and cannot provide immediate emergency physical services or care. Additionally, I understand that technical issues may disrupt the telehealth encounter.

3. Confidentiality.

- a. I understand that I will be informed of any additional persons that are to be present, seen or unseen, during my telemedicine encounter. Additionally, I agree that I will inform my provider of any person other than myself who is present for my telemedicine encounter.
- b. I understand that I reserve the right to exclude any person from either my provider's location or my own location during my telemedicine encounter.

- c. I understand that all confidentiality protections required by law or regulation will apply to my telehealth care.
- d. Although confidentiality extends to communications by text, email, telephone, videoconference, teleconference, and other electronic means, I understand and agree that my provider cannot guarantee those communications will be kept confidential and cannot guarantee prevention of unknown third-party access to those communications.
- e. I understand that employers and online service providers may have a legal right to inspect and keep electronic communications that pass through their system and servers.
- f. I understand and agree that in order to help protect confidentiality when engaging in telehealth services, all sessions are to be conducted in a confidential place.
- g. I agree to participate in telehealth only while in a room or area where other people are not present and cannot overhear the conversation, and I will not participate in telehealth encounters if I am in a public place.
- h. I agree that I will not post any portion of my telehealth encounters on any social media platform.
- i. I agree that will not record any portion of my telehealth encounter, unless I have obtained my provider's written permission before initiation of the telehealth encounter.

4. Emergencies.

- a. I understand and agree that telehealth is not appropriate if I am experiencing an emergent health care situation.
- b. I understand and agree that if an emergency occurs or if I am in a state of crisis I will call 911.
- c. I understand that if, in the professional judgment an good faith belief of my provider, I present a serious and imminent threat of harm to myself or others, my provider may call 911 and disclose my health information and Transmitted Data to medical personnel, law enforcement, family, friends, co-workers, associates, or others, without my permission.
- d. I understand and agree that if an emergency occurs during a telehealth encounter I will call 911, and if possible, I will stay connected on the telehealth encounter until help arrives.

CONSENT AND AGREEMENT

By voluntarily signing below, I show that I have had the opportunity to ask questions about this Telehealth and Telemedicine Consent, and I understand and agree to the terms in this Telehealth and Telemedicine Consent for myself or for the patient named below, for whom I am legally responsible. I intend this consent form to cover the entire course of treatment for my present condition and for any future condition(s) for which I seek treatment, or for the entire course of treatment and for any future condition(s) for the patient named below, for whom I am legally responsible.

PRINT PATIENT NAME: _____
PRINT NAME OF GUARDIAN (if applicable): _____
RELATIONSHIP TO PATIENT (self, guardian, etc.): _____
DATE: _____
SIGNATURE: _____