

Telehealth Consent

Agreement ID: **1578**

Type: **Telehealth Consent**

Audience: **Patients**

Organization: **Canvas Health**

Months Valid: **12**

Date Created: **2018-04-04 14:40:23**

Signature

User: **Jay Theisen**

Date Accepted: **Not yet signed**

IP Address: **Not yet signed**

Canvas Health of 7066 Stillwater Boulevard North, Oakdale, MN 55128

("Medical Group").

Telehealth involves the use of electronic communications to enable healthcare providers at different locations to share individual patient medical information for the purpose of improving patient care. Telehealth services also include remote monitoring, telepharmacy, prescription refills, appointment scheduling, regional health information sharing, and non-clinical services, such as education programs, administration, and public health. Medical Group providers may include primary care practitioners, specialists, and/or subspecialists. The information may be used for diagnosis, therapy, follow-up and/or education, and may include any combination of the following: (1) patient medical records; (2) medical images; (3) live two-way audio and video; (4) interactive audio; (5) store and forward electronic communications; and (6) output data from medical devices and sound and video files.

Electronic systems used will incorporate network and software security protocols to protect the confidentiality of patient identification and imaging data and will include measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption.

Expected Benefits:

- Improved access to medical care by enabling you to remain in your local healthcare site (e.g., home) while the provider consults and obtains test results at distant/other sites.
- More efficient evaluation and management.
- Obtaining expertise of a specialist.

Possible Risks:

- Delays in evaluation and treatment could occur due to deficiencies or failures of the equipment and technologies.
- In rare events, the provider may determine that the transmitted information is of inadequate quality, thus necessitating a rescheduled telehealth consult or an in-person meeting with your provider.
- In very rare events, security protocols could fail, causing a breach of privacy of personal medical information.

By checking the box associated with "Accept", you acknowledge that you understand and agree with the following:

1. I hereby consent to receiving Medical Group's services via telehealth technologies. I also understand it is up to the Medical Group provider to determine whether or not my needs are appropriate for a telehealth encounter.
2. I have been given an opportunity to select a consulting provider from the Medical Group prior to the consult, including a review of the consulting provider's credentials.
3. I understand that federal and state law requires health care providers to protect the privacy and the security of health information. I understand that Medical Group will take steps to make sure that my health information is not seen by anyone who should not see it. I understand that telehealth may involve electronic communication of my personal medical information to other medical practitioners who may be located in other areas, including out of state.
4. I understand there is a risk of technical failures during the telehealth encounter beyond the control of Medical Group. I agree to hold harmless Medical Group for delays in evaluation or for information lost due to such technical failures.
5. I understand that I have the right to withhold or withdraw my consent to the use of telehealth in the course of my care at any time, without affecting my right to future care or treatment. I understand that I may suspend or terminate access to the service at any time for any reason or for no reason. I understand that if I am experiencing a medical emergency, that I will be directed to dial 9-1-1 immediately and that the Medical Group health service specialists are not able to connect me directly to any local emergency services.
6. I understand the alternatives to telehealth consultation, such as in-person services are available to me, and in choosing to participate in a telehealth consultation, I understand that some parts of the services involving physical tests may be conducted by individuals at my location, or at a testing facility, at the direction of the Medical Group consulting healthcare provider (e.g. labs or bloodwork).
7. I understand that sessions may also be monitored for training, audit, support, or other reasons associated with my care.
8. I understand that I may expect the anticipated benefits from the use of telehealth in my care, but that no results can be guaranteed or assured.
9. I understand that my healthcare information may be shared with other individuals for scheduling and billing purposes. Persons may be present during the consultation other than the Medical Group provider in order to operate the telehealth technologies. I further understand that I will be informed of their presence in the consultation and thus will have the right to request the following: (1) omit specific details of my medical history/examination that are personally sensitive to me; (2) ask non-medical personnel to leave the telehealth examination; and/or (3) terminate the consultation at any time.
10. If applicable, I understand that any Drug Enforcement Agency controlled substances are prescribed at the sole discretion of the provider in compliance with federal and state regulations. There is no guarantee that I will be given a prescription at all. Medical Group may require an in-person visit from time to time to continue to prescribe medications.
11. I understand that if I participate in a consultation, that I have the right to request a copy of my medical

records which will be provided to me at reasonable cost of preparation, shipping and delivery.

12. I understand that in the event of any problem with the website or related services, I agree that my sole remedy is to cease using the website or terminate access to the service. Under no circumstances will Medical Group or any Medical Group subsidiary or affiliate be liable in any way for the use of the telehealth services, including but not limited to, any errors or omissions in content or infringement by any content on the website of any intellectual property rights or other rights of third parties, or for any losses or damages of any kind arising directly or indirectly out of the use of, inability to use, or the results of use of the website, and any website linked to the website, or the materials or information contained on any or all such websites. I agree that I will not hold Medical Group, its subsidiaries or affiliates liable for any punitive, exemplary, consequential, incidental, indirect or special damages (including, without limitation, any personal injury, lost profits, business interruption, loss of programs or other data on my computer or otherwise) arising from or in connection with your use of the website whether under a theory of breach of contract, negligence, strict liability, malpractice or otherwise, even if we or they have been advised of the possibility of such damages.

13. I understand that Medical Group makes no representation that materials on this website are appropriate or available for use in any other location. I understand that if I access these services from a location outside of the United States, that I do so at my own risk and initiative and that I am ultimately responsible for compliance with any laws or regulations associated with my use.

14. All Canvas Health policies and practices, risks and benefits noted in other places still apply to services provided via telehealth. This includes but is not limited to payment. Being that services are provided to you outside of our facilities, you are responsible for privacy in the environment for which you are in during a telehealth visit. You can expect that your service is provided in a private location by your provider.

Patient Consent

I have read this document carefully, and understand the risks and benefits of the telehealth consultation and have had my questions regarding the procedure explained and I hereby give my informed consent to participate in a telehealth consultation under the terms described herein.

By checking the Box containing "Accept" I hereby state that I have read, understood, and agree to the terms of this document.

Legal Guardian

If patient is a minor, lacks capacity to provide informed consent for medical treatment or otherwise requires a legal guardian* to authorize telehealth services, the legal guardian's acceptance is required.

By checking the Box containing "Accept" I hereby state that I am a legal guardian and I have read, understood, and agree to the terms of this document.

* A legal guardian is a person who has the legal authority (and the corresponding duty) to care for the personal and property interests of another person, called a ward. Guardians are typically used in three situations: guardianship for an incapacitated senior (due to old age or infirmity), guardianship for a minor, and guardianship for developmentally disabled adults.