

TELEHEALTH INFORMED CONSENT

Telehealth is healthcare provided by any means other than a face-to-face visit. In telehealth services, medical and mental health information is used for diagnosis, consultation, treatment, therapy, follow-up, and education. Health information is exchanged interactively from one site to another through electronic communications. Telephone consultation, videoconferencing, transmission of still images, e-health technologies, patient portals, and remote patient monitoring are all considered telehealth services.

National Emergency Crisis

I understand that due to the state of the current national emergency crisis, telehealth is offered by **Little Buddies Pediatric Clinic** to appropriate patients in an effort to comply with federal and state mandates of isolation and social distancing as an effort to provide protection to everyone.

The purpose of this form is to obtain your consent for a telehealth visit with one of our healthcare providers at the office of **Little Buddies Pediatric Clinic**.

The purpose of this visit is for the care _____ of during the national emergency.
(Patient's Full Name)

Please read and initial below:

Parent/Guardian
Initials

_____ I understand that telehealth involves the communication of my child's medical/mental health information in an electronic or technology-assisted format.

_____ I understand that I may opt out of the telehealth visit at any time. This will not change my ability to receive future care at this office.

_____ I understand that telehealth services can only be provided to patients who are residing in the state of **Texas** at the time of this service.

_____ I understand that telehealth billing information is collected in the same manner as a regular office visit. My financial responsibility will be determined individually and governed by my insurance carrier, or Medicaid, and it is my responsibility to check with my insurance plan to determine coverage.

_____ I understand that any and all copay/deductible/coinsurance amount due for a telehealth appointment, as determined by my insurance carrier, Medicare, or Medicaid, is due **PRIOR TO** the telehealth appointment's execution. This amount will be paid by either coming to the office in person, or contacting the office via phone/email/fax to provide payment information.

_____ I understand that all electronic medical communications carry some level of risk. While the likelihood of risks associated with the use of telehealth in a secure environment is reduced, the risks are nonetheless real and important to understand. These risks include but are not limited to:

- *It is easier for electronic communication to be forwarded, intercepted, or even changed without my knowledge and despite taking reasonable measures.*
- *Electronic systems that are accessed by employers, friends, or others are not secure and should be avoided. It is important for me to use a secure network.*
- *Despite reasonable efforts on the part of my healthcare provider, the transmission of medical information could be disrupted or distorted by technical failures.*

_____ I agree that information exchanged during the telehealth visit will be maintained by the doctors, other healthcare providers, and healthcare facilities involved in my child's care.

_____ I understand that medical information, including medical records, are governed by federal and state laws that apply to telehealth. This includes my right to access my child's own medical records (and copies of medical records).

_____ I understand that Skype, FaceTime, or a similar service may not provide a secure HIPAA-compliant platform, but I willingly and knowingly wish to proceed.

_____ I understand that the appointment can take place anytime within a 1 hour time frame, and I will have my communication device on-hand to receive the call. I acknowledge that if I miss this call, it will be considered like a declined appointment, and will be treated like a "No Show".

_____ I understand that the telehealth appointment is exclusively for the child named in this agreement, and I will not add additional children to this communication. Additional children will need separate signed agreements and appointments.

_____ I understand that I must take reasonable steps to protect myself from unauthorized use of my electronic communications by others.

_____ The healthcare provider is not responsible for breaches of confidentiality caused by an independent third party or by me.

_____ I agree that I have verified to my healthcare provider my identity and current location in connection with the telehealth services. I acknowledge that failure to comply with these procedures may terminate the telehealth visit.

_____ I understand that I have a responsibility to verify the identity and credentials of the healthcare provider rendering my child's care via telehealth and to confirm that he or she is my child's healthcare provider.

_____ **I understand that electronic communication cannot be used for emergencies or time-sensitive matters.**

_____ I understand and agree that a medical evaluation via telehealth may limit the healthcare provider's ability to fully diagnose a condition or disease. As the patient/parent/guardian, I agree to accept responsibility for following my healthcare provider's recommendations—including further diagnostic testing, such as lab testing, a biopsy, or an in-office visit.

_____ I understand that electronic communication may be used to communicate highly sensitive medical information, such as treatment for or information related to HIV/AIDS, sexually transmitted diseases, or addiction treatment (alcohol, drug dependence, etc.).

_____ I understand that the healthcare provider may choose to forward my information to an authorized third party. Therefore, I have informed the healthcare provider of any information I do not wish to be transmitted through electronic communications.

_____ By signing below, I understand the inherent risks of errors or deficiencies in the electronic transmission of health information and images during a telehealth visit.

_____ I understand that there is never a warranty or guarantee as to a particular result or outcome related to a condition or diagnosis when medical care is provided.

_____ To the extent permitted by law, I agree to waive and release my child's healthcare provider and his/her institution or practice from any claims I may have about the telehealth visit.

_____ I understand that this agreement needs to be signed and returned to my child's healthcare provider prior to making the initial telehealth appointment either in person, by fax ([210-650-0926](tel:210-650-0926)), or by email (lbpcstoneak@gmail.com).

_____ **I understand that electronic communication should never be used for emergency communications or urgent requests. Emergency communications should be made to the provider's office or to the existing emergency 911 services in my community.**

I certify that I have read and understand this agreement and that all blanks were filled in prior to my signature with the opportunity to have questions answered to my satisfaction.

For electronic communication between Luis a. Lopez M.D, and staff and _____
(Parent/Guardian's name)

for the treatment of _____ using the following communication
(Patient's name and birthday)

information: _____
(Platform and Associated username/phone/email)

Patient or Legal Representative Signature/Date/Time

Relationship to Patient

Print Patient or Legal Representative Name

Witness Signature/Date/Time

I certify that I/my office staff have explained the nature of this agreement to the patient's legal representative, have answered all questions fully, and I believe that the legal representative fully understands this agreement.

Healthcare Provider Signature/Date/Time