

## **INFORMED CONSENT REGARDING USE OF TELEMEDICINE SERVICES**

### **PURPOSE:**

Welcome to Synergy Medical Care, LLC. Your health is important to us. Please carefully review the information below. This document is intended to inform you of the risks associated with telemedicine services. Your understanding of telemedicine is important before any services can be provided to you.

### **WHAT IS TELEMEDICINE?**

Telemedicine is a method for providing efficient medical care services remotely by using an interactive telecommunications system (e.g. the internet) by a physician or practitioner who is licensed under state law to provide medical services in such state where the patient may be located at the time that the remote medical care services are rendered (“**Telemedicine Services**”). Telemedicine Services use digital and electronic communications to enable a patient to share medical information with a health care provider in order to allow him or her to consult with, evaluate, diagnose, and/or treat the patient. The delivery of Telemedicine Services allows the patient and health care provider to establish a relationship from anywhere, independent of their location. In order to use Telemedicine Services, you must have and maintain access to an interactive telecommunications system.

### **BENEFITS:**

Telemedicine Services provide improved access to medical services and care. This includes the expertise of specialists who may not be available for a face-to-face consultation. Telemedicine Services can also be used for evaluations, medical consultations, diagnoses, and treatment, leading to improved access to timely medical care.

### **POTENTIAL RISKS:**

There are few risks associated with the use of Telemedicine Services, which may include:

- Delayed medical evaluation and treatment due to telecommunication equipment failures or information transmission errors (e.g. poor image quality);
- unauthorized access of protected health information (PHI) as a result of cyber security or other security breaches;
- risks related to a patient withholding key medical information or records, which may result in adverse or allergic reactions to prescribed drugs and other complications.

### **DO I HAVE TO USE TELEMEDICINE?**

Use of Telemedicine Services is voluntary and not required. You may always seek traditional, face-to-face medical care (e.g., face-to-face consultations with, or examinations by, a medical care provider).

### **INDEMNIFICATION:**

**YOUR USE OF TELEMEDICINE SERVICES IS VOLUNTARY. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS SYNERGY MEDICAL CARE, LLC, AND ITS MEMBERS, MANAGERS, EMPLOYEES, CONTRACTORS, AGENTS AND AFFILIATES, FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIMS, OR DEMANDS BROUGHT BY ANY PARTY WHATSOEVER, ARISING OUT OF OR RELATED TO ANY FAILURE OF TECHNOLOGY OR EQUIPMENT IN CONNECTION WITH THE PROVISION OF TELEMEDICINE SERVICES WHETHER OR NOT ANY SUCH LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM, OR DEMAND ARISES FROM OR RELATES TO THE NEGLIGENCE OF SYNERGY MEDICAL CARE, LLC OR ITS MEMBERS, MANAGERS, EMPLOYEES, CONTRACTORS, AGENTS OR AFFILIATES.**

### **FOLLOW-UP CARE; EMERGENCY SITUATIONS:**

**If you are experiencing a medical emergency, call 911 or seek care at an emergency room facility or other provider equipped to deliver urgent care.**

If there is an urgent situation in which you experience an adverse reaction, or technical difficulties prevent you from communicating with the Telemedicine Services provider, or if you no longer wish to use Telemedicine Services, stop using the Telemedicine Services and please contact the Telemedicine Services provider at the number listed above.

### **YOUR PRIVACY RIGHTS:**

We protect your patient information using industry standard network and software security protocols designed to safeguard the data you provide us. Your medical record, imaging, and personal financial data are all kept confidential using these protocols. Except as permitted by applicable law and as set forth in our Notice of Privacy Practices, your personal information, including your health information, will not be shared or disclosed to any third party without your consent.

### **ACKNOWLEDGEMENT AND SIGNATURE:**

By signing this form, you acknowledge that you have read and understand the terms and conditions set forth in this form, including the risks and benefits of participating in Telemedicine Services, and that your Telemedicine Services provider has answered all of your questions regarding Telemedicine Services to your satisfaction. You further acknowledge, understand and agree that:

- You will need to provide your full and accurate medical history, including any pre-existing medical conditions, so that your Telemedicine Services provider can assess your condition and determine a treatment plan for you.
- Your Telemedicine Services provider will determine whether Telemedicine Services are appropriate for you based on your medical history and health care condition.
- Your results cannot be guaranteed and you may or may not benefit from health services provided by telemedicine.
- You will be informed by the Telemedicine Services provider whether any other person(s) are present at the provider's location during the Telemedicine Services and you have the right to choose who may or may not be present.
- You have the right to object to any Telemedicine Service without prejudice to any care or treatment that may take place in the future, and without risk of losing any health benefits to which you may be entitled.
- You have received a copy of our Notice of Privacy Practices, which is also available on our website, and you acknowledge and agree to all terms and conditions contained therein regarding the permitted use and disclosures of your health information.
- You will be informed of any charges associated with the Telemedicine Services prior to incurring any charges, and agree that you are responsible for paying the full amount of all costs associated with your Telemedicine Services, including any prescriptions you receive.

**By clicking "I Agree" below, I understand and agree to the foregoing acknowledgements and disclosures, including Synergy Medical Care, LLC's Notice of Privacy Practices. I understand that I am free to obtain medical services and advice from another healthcare provider of my choice at any time. BY CLICKING "I Agree" I CONSENT AND PROVIDE MY ELECTRONIC SIGNATURE.**