

**Cynthia Gulick, P.C.**  
**dba Southwest Family Physicians**  
**Terms of Service | Telemedicine**  
**Effective May 22, 2018**

**TERMS OF SERVICE**

This is an Agreement between Cynthia Gulick, P.C. dba Southwest Family Physicians (“Southwest Family Physicians”), the physicians at Southwest Family Physicians (“Physicians”), and you, (“Patient”).

**Background**

The Physician, who specializes in family medicine, delivers care on behalf Southwest Family Physicians. In exchange for certain fees paid by You, Southwest Family Physicians, through its Physician, agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

**Definitions/Terms**

1. Patient. A patient is defined as those persons for whom the Physician shall provide Services.
2. Services. As used in this Agreement, the term Services, shall mean a package of services, both medical and non-Medical , and certain amenities (collectively “Services”) , which are offered by Southwest Family Physicians.
3. Terms. This Agreement shall commence on the date Services are provided to Patient.
4. Fees. In exchange for the Services, Patient agrees to pay Southwest Family Physicians, the amount as described and charged.
5. This fee is payable upon invoicing for the Services provided to Patient.
6. Jurisdiction: This Agreement shall be governed and construed under the laws of the State of Oregon and All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Southwest Family Physicians’ address in Tigard, Oregon.

**TELEMEDICINE**

To better serve the needs of our community, health care services are now available by interactive video communications and the electronic exchange of information (e.g., patient medical records, medical images, live two-way audio and video, medical device output, etc.). This process is referred to as "telemedicine."

Telemedicine is expected to improve access to medical care by enabling a patient to remain at a remote site while the provider obtains test results and consults from healthcare practitioners at distant sites. Telemedicine may also offer more efficient medical evaluation and management, particularly when obtaining the expertise of a distant specialist.

Telemedicine involves the use of electronic communications to enable physicians and other healthcare providers at different locations to share patient medical information for the purpose of delivering convenient, efficient and effective patient care. The telemedicine technology systems incorporate network and software security protocols to protect the confidentiality of patient information and imaging data. In addition, the telemedicine technology includes physical, technical and administrative safeguards intended to secure and ensure the integrity of patient information.

Prior to rendering services via telemedicine, you should visit with your provider face-to-face for an in-person evaluation. In addition, you should be seen by a physician for an in-person evaluation at least once a year, regardless of the frequency of visits via telemedicine.

While the use of telemedicine technology is intended to expedite the delivery of high-quality care in a convenient and effective manner, there are potential risks associated with telemedicine. These risks may include, but are not limited to, the following:

- Information transmitted may not be sufficient (e.g., poor resolution of images) to allow for appropriate medical decision making by the on-site or distant-site provider;
- Technical deficiencies or failures may delay medical evaluation or treatment;
- Transmission or storage of patient’s medical information could be interrupted, accessed or intercepted by an unauthorized person;
- A lack of access to the patient's complete medical record may result in adverse drug interactions, allergic reactions or other judgment errors; or
- It may become apparent that the telemedicine technology cannot provide adequate clinical information during the procedure. If this occurs, the provider must inform the patient prior to the conclusion of the live telemedicine interaction and counsel the patient regarding the need for the patient to obtain an additional in-person medical evaluation with an appropriate provider.

**Necessity of In-Person Evaluation:**

If it becomes clear that the telemedicine modality is unable to provide all pertinent clinical information during a particular

telemedicine encounter, the treatment provider must make it known to the patient prior to the conclusion of the live telemedicine encounter. The treatment provider must also counsel the patient prior to the conclusion of the live telemedicine encounter regarding the need for the patient to obtain an additional in-person medical evaluation reasonably able to meet the patient's needs.

**By signing this form, I understand the following:**

- I have the right to withhold or withdraw my consent to the use of telemedicine in the course of my care at any time without affecting my right to future care or treatment.
- The laws that protect privacy and the confidentiality of medical information also apply to telemedicine. The information disclosed by me during the course of my treatment is generally confidential, but there are mandatory and permissive exceptions to confidentiality.
- The dissemination of any personally identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without my consent.
- I have the right to inspect all information obtained and recorded in the course of a telemedicine interaction and may obtain copies of such information for a reasonable fee.
- Telemedicine is one of a variety of modalities for the provision of medical care that may be available to me.
- I may refuse to participate in a telemedicine interaction and ask my provider about alternative methods of care.
- Telemedicine may involve my provider's electronic transmission of my personal health information to distant-site providers.
- It is my duty to inform my provider of other electronic interactions or telemedicine interactions involving my health that I may have with other health care providers.
- If my provider believes I would be better served by another form of service (e.g. face-to-face), I will be referred to another provider in my area who can provide the necessary care.
- In the event of an adverse reaction to treatment or an inability to communicate as a result of a technological or equipment failure, I agree that I will seek follow-up care or assistance at the recommendation of my provider.
- I understand that no warranty or guarantee has been made to me with regard to any result or cure.
- I have been given an opportunity to ask questions about my condition, alternative forms of anesthesia and treatment, risks of non-treatment, the procedures to be used, and the risks and hazards involved, and I believe that I have sufficient information to give this informed consent.

I certify that I have read this form and that I understand its contents. I have read and understand the information provided above regarding telemedicine. I understand that I have the opportunity to discuss the telemedicine, including, without limitation, the risks and benefits involved, with my provider or such associates, consultants or other allied health professionals as may be designated. I hereby give my informed consent for the use of telemedicine in my medical care.

I hereby authorize my provider and its employees, agents and independent contractors, to use telemedicine in the course of my diagnosis and treatment.

**Email Communications Consent:**

I understand that e-mail is a convenience and not appropriate for emergencies or time-sensitive issues. Additionally, I understand that the security and privacy of e-mail cannot be guaranteed. Further, I understand that e-mail should not be used to transmit highly sensitive or personal information.

With regard to my protected health information, I understand that Southwest Family Physicians never sends unencrypted emails containing protected health information. I understand that all of the information contained in and or attached to electronic messages is privileged and confidential and is covered by the Electronic Communications Privacy Act, 18 U.S.C. § 2510-2521.

**More Information**

For more information about this notice and the uses and disclosures of medical information, please contact: Southwest Family Physicians, 11900 SW Greenburg Road, Tigard, OR 97223, (503) 620-5556.

Terms of Service: Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

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I acknowledge receipt of Southwest Family Physician's Notice of Privacy Practices document:

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ DOB \_\_\_\_\_