

## "ACCESSIBLE HEALTHCARE FROM ANYWHERE"

## **TELEMEDICINE CONSENT**

Telemedicine is the delivery of healthcare services when the healthcare provider and the undersigned patient or such patient's legal representative (in either case, the "Patient") are not in the same physical location and communicate through the use of technology. Electronically-transmitted information may be used for diagnosis, therapy, follow-up, certain prescription refills and/or patient education and may include medical records, medical images, interactive audio, video and/or data communications, and output data from medical devices and sound and video files. The Patient understands the following with respect to telemedicine:

- 1. The Patient has elected to receive medical services via telemedicine. The Patient agrees that an Access Point Health Group, LLC d/b/a Access Point Healthcare Urgent and Primary Care ("Access Point Healthcare") provider will determine whether the Patient's condition being diagnosed and/or treated is appropriate for telemedicine. The Patient understands that telemedicine may involve electronic communication of the Patient's protected health information ("PHI"). The Patient's PHI includes, but is not limited to, the Patient's personal, identifying information; medical history; diagnoses; communications to and from the Patient's health care provider(s); etc.
- 2. There are potential risks associated with the use of telemedicine, including, but not limited to: information transmitted may not be sufficient to allow for appropriate medical decision-making by the Access Point Healthcare provider; delays in medical evaluation or treatment could occur due to deficiencies or failures of the telemedicine equipment; and security protocols could fail, causing a breach of privacy of PHI. The Patient understands that PHI may be lost due to technical failures and agrees to hold Access Point Healthcare harmless for any such loss.
- 3. The Patient understands that telemedicine visits may be recorded and that the laws that protect privacy and confidentiality of medical information also apply to telemedicine. The Patient understands that no information obtained in the use of telemedicine which identifies the Patient will be disclosed to other entities without consent or as required by applicable law. The Patient has the right to withhold or withdraw consent for telemedicine at any time without affecting the right to the Patient's future care, treatment, benefits, or programs for which he or she is otherwise entitled. The Patient has the right to inspect all information obtained and recorded in the course of a telemedicine visit.



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- 4. The Patient understands the alternatives to telemedicine as they have been explained to him or her, and in choosing to participate in a telemedicine visit, he or she understands that some parts of the exam may require physical testing to be performed at another location at the direction of the Access Point Healthcare provider. The Patient understands that, if others are present at Patient's location during the Patient's telemedicine visit, the confidentiality of the Patient's telemedicine visit may be compromised.
- 5. THE PATIENT UNDERSTANDS IT IS POSSIBLE THAT HIS OR HER HEALTH INSURANCE PLAN DOES NOT COVER THE TELEMEDICINE VISIT(S). THE PATIENT MAY ELECT TO PAY OUT OF POCKET FOR THE TELEMEDICINE SERVICES IF THEY ARE NOT OTHERWISE COVERED BY HIS OR HER HEALTH INSURANCE PLAN. THE PATIENT UNDERSTANDS AND AGREES THAT IF THE HEALTH INSURER DOES NOT PAY FOR THE TELEMEDICINE SERVICES RENDERED, THE PATIENT IS RESPONSIBLE FOR PAYMENT. THE PATIENT FURTHER UNDERSTANDS THAT THE PATIENT WILL BE RESPONSIBLE FOR ALL COST SHARING OBLIGATIONS (E.G., COPAYMENT, DEDUCTIBLE) REQUIRED BY HIS OR HER HEALTH INSURANCE PLAN FOR THE TELEMEDICINE VISIT ("COST SHARING OBLIGATIONS"). ALL OUT-OF-POCKET EXPENSES ASSOCIATED WITH THE TELEMEDICINE VISIT, INCLUDING COST SHARING OBLIGATIONS AND PAYMENT FOR NON-COVERED SERVICES, ARE DUE PRIOR TO THE TELEMEDICINE VISIT IF SUCH AMOUNTS ARE KNOWN AT THAT TIME.
- 6. The Patient understands that a patient must be physically located in the State of Florida during his or her telemedicine consultation(s) and represents that the Patient is located in the State of Florida during the entirety of each telemedicine visit. The Patient understands that if he or she is not physically located in the State of Florida, the Patient's Access Point Health Care provider will decline to treat him or her via telemedicine.
- 7. The Patient understands that the Access Point Healthcare office and its providers are located in Florida and, thus, all disputes, if any, arising from the telemedicine visit(s) will be resolved in Florida, and Florida law will govern any such disputes.
- 8. The Patient has been advised of all the potential risks, consequences and benefits of telemedicine. The Patient's Access Point Health Care provider has discussed with him or her the information provided above and the Patient has had the opportunity to ask questions about the



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information presented on this form and the telemedicine visit(s). All the Patient's questions have been answered, and he or she understands the written information provided above.

Access Point Health Care. I rendition of the telemedicir in writing, and if I later revol	represent, warrant, and agree that I am authore services described herein. I understand that I ke my consent, Access Point Health Care will not or programs to the undersigned patient under	orized to consent to the I may revoke my consent decline to provide future
Print Patient Name		 Date