

INFORMED CONSENT (Terms of Use) FOR TELEHEALTH CONSULTATIONS

To better serve the needs of people in the community, health care services are now available by interactive video and audio communications and/or by the electronic transmission of information. This may assist in the evaluation, diagnosis, management and treatment of a number of health care problems. This process is referred to as “telemedicine” or “telehealth.” This means that you may be evaluated and treated by a Total Care Health PC consulting health care provider (“consulting health care provider”) or specialist from a distant location using interactive audio and/or video technology. Since this may be different than the type of consultation with which you are familiar, **it is important that you understand and agree to the following statements.**

1. Total Care Health PC services are NOT FOR use for medical emergencies or urgent situations. **IF YOU ARE EXPERIENCING ANY KIND OF MEDICAL EMERGENCY, CALL 911 IMMEDIATELY.**
2. The consulting health care provider or specialist will be at a different location from you.
3. The telehealth services you receive from the consulting health care provider are not intended to replace your medical home or become your permanent medical home and are not intended to replace your primary care physician relationship.
4. You acknowledge that the health care provider has explained to you how the video conferencing and/or audio technology will be used to affect such a consultation. You understand that this consultation will not be the same as a direct patient/health care provider visit due to the fact that you will not be in the same room as the health care provider.
5. You should seek emergency help or follow-up care when recommended by the consulting health care provider or when otherwise needed, and continue to consult with your primary care physician and other healthcare professionals as recommended.
6. You may be asked to provide proof of identity with a driver’s license or other legal document prior to the telehealth consultation.
7. Another physician or other health care provider (“presenting practitioner”) may be present with you in the room to assist in the consultation. If present, the presenting practitioner may transmit or share electronically details of your medical history, examinations, x-rays, tests, photographs or other images with the consulting health care provider who is at a different location.
8. You will be informed if any additional personnel are to be present other than you, individuals accompanying you, and, via video and/or audio, the consulting health care provider. You will have the option of giving your verbal permission prior to the entry of additional personnel.
9. When you register on the Total Care Health PC website, you are required to create an account using information including, but not limited to: your name, email address, password and certain other information. This allows you to enter, store and access your personal medical record online. To create an account, you must be of legal age to form a binding contract. You are responsible for maintaining the confidentiality of your account password and for all activities that occur under your account.
10. You will be responsible for providing information for your electronic medical record including, but not limited to: medical history, current health conditions, symptoms, complaints, allergies and medications. Your personal medical record will be available to the consulting health care provider for the consultation and for the consulting health care provider to record the results of his or her medical encounters with you in accordance with his or her obligations under applicable state and federal law. Any information provided as part of a video, telephone and/or secure e-mail consultation becomes part of your Total Care Health PC medical record. You agree to provide accurate, current and complete information about yourself for your Total Care Health PC record, and to periodically review and update such information as needed to keep it accurate, current and complete. For additional information regarding use of your Total Care Health PC medical record, please see our Notice of Privacy Practices. It is your responsibility to confirm any third party information.
10. If the patient is under the age of 18, and you are the patient’s parent or legal guardian, you must register on their behalf and be responsible for the informed consent and Notice of Privacy Practices.
11. **RELEASE OF INFORMATION:** Total Care Health PC and/or physicians who provide professional services to you are authorized to furnish medical information from your medical record to the referring physician, if any, and to any insurance company or third party payer for the purpose of obtaining payment of the account. Total Care Health PC is authorized to release information from your medical record to any other health care facility or provider to which your care may be transferred.

12. You voluntarily consent to health care services provided by the consulting health care provider or a designee, which may include diagnostic tests, drugs, examinations, and medical or surgical treatments considered necessary to treat your health problem.
13. You understand that you may be released before all my medical problems are known or treated and it is your responsibility to make arrangements for follow-up care.
14. You understand that you have the option to refuse telehealth service at any time without affecting the right to future care or treatment.
15. As with any medical or health service, there are potential risks associated with the use of telehealth which include, but are not limited to: (a) In rare cases, information transmitted may not be sufficient to allow for appropriate medical or health care decision making by the treating provider; (b)Delays in evaluation or treatment could occur due to failures of the electronic equipment; (c)In rare cases, a lack of access to all of your medical records may result in adverse drug interactions or an allergic reactions or other judgment errors; (d) Although we strive to protect your personal medical information from unauthorized access, use or disclosure, no data transmission over the internet can be guaranteed to be 100% secure. Therefore, Total Care Health PC cannot ensure or warrant the security of any information you transmit to us on our web site.
16. You understand there are potential risks to the telehealth technology, including interruptions, unauthorized access and technical difficulties. You understand that your consulting health care provider or yourself can discontinue the telemedicine consult/visit if it is felt that the audio and/or videoconferencing connections are not adequate for the situation.
17. You acknowledge and understand that you may expect the anticipated benefits from the use of telehealth in your care, but that results cannot be guaranteed or assured.

**ASSIGNMENT OF BENEFITS
(if applicable)**

You and/or your insurance carrier(s) agree to pay, in a timely manner, for health care services provided. You authorize payment directly to Total Care Health Professional Corporation all benefits payable.

The benefits assigned include, but are not limited to, the following:

- Primary and secondary benefits for all medical and hospitalization insurance, accident insurance, Medicare, Medicaid, and any benefits payable by alternative delivery systems such as HMOs and PPOs.
- Benefits arising from any workers' compensation or occupational disease claims and proceeds to which you are, or your estate is, entitled because of any claim or cause of action for damages against any person or organization.

**FINANCIAL RESPONSIBILITY
(if applicable)**

In consideration for the telehealth services rendered to you, you agree to pay the charges not covered by your employer, any insurer, or third party payer, including any deductible or co-payment, or any charges not covered as a result of your failure to provide notification or obtain pre-authorization for treatment as required by any insurer or third party payer to Total Care Health Professional Corporation. Should your account be referred for collection, you agree to pay Total Care Health Professional Corporation reasonable attorney fees and collection expenses.

AGREEMENT WITH INFORMED CONSENT(terms of use) AND NOTICE OF PRIVACY PRACTICES

By using Total Care Health PC services and website, you acknowledge your acceptance of the Total Care Health PC Notice of Privacy Practices and the Informed Consent(terms of use) and agree to the terms described herein. If you do not agree with these policies, you should not use Total Care Health PC's services. It is recommended that you review the Notice of Privacy Practices and Informed Consent before using our services to ensure that you have not missed any changes to the privacy policy. Your continued use of our services following any changes to the privacy policy signifies your acceptance of those changes.