INFORMED CONSENT FOR TELEMEDICINE SERVICES

Telemedicine involves the use of electronic communications to provide patient care, share individual patient medical information, remote monitoring and tele-pharmacy. Elite Medical Group, PC and/or its consulting physicians (which may include primary care practitioners, specialists, and/or subspecialists, “Providers”) may deliver medical care to you via Telemedicine. Telemedicine may be used for diagnosis, therapy, follow-up and/or education, and may include any combination of the following: (1) patient medical records; (2) medical images; (3) live two-way audio and video; (4) interactive audio; and (5) output data from medical devices and sound and video files.

Expected Benefits of Telemedicine:
- Improved access to medical care.
- Lower cost and greater efficiency to receive medical evaluation and management.
- Obtaining expertise of a specialist.

Possible Risks:
- Delays in medical evaluation and treatment could occur due to deficiencies or failures of the equipment and technologies.
- In very rare events, security protocols could fail, causing a breach of privacy of your personal health information.
- In rare events, a lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other judgment errors.

You acknowledge that you understand and agree with the following:

1. I hereby consent to receiving Telemedicine services. I understand that Providers offer Telemedicine services, but that these services do not replace the relationship between me and my primary care doctor. I also understand it is up to the provider to determine whether or not my needs are appropriate for a Telemedicine encounter.

2. I understand that federal and state law requires health care providers to protect the privacy and the security of my personal health information. I understand that Providers will take steps to make sure that my health information is not seen by anyone who should not see it. I understand that Telemedicine may involve electronic communication of my personal health information to other medical practitioners who may be located in other areas, including out of state.

3. I understand there is a risk of technical failures during the Telemedicine encounter beyond the control of Providers. I agree to hold Providers harmless for delays in evaluation or for information lost due to such technical failures.

4. I understand that 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. I understand that I may suspend or terminate access to the service at any time for any reason or for no reason. I understand that if I am experiencing a medical emergency, that I will be directed to dial 9-1-1 immediately and that the Providers are not able to connect me directly to any local emergency services.

5. I understand the alternatives to Telemedicine consultation, such as in-person services are available to me, and in choosing to participate in a Telemedicine consultation, I understand that some parts of the services involving physical tests may be conducted by individuals at my location, or at a testing facility, at the direction of the Provider (e.g. labs or bloodwork).

6. I understand video images and audio recordings of me may be captured and stored electronically. I understand that these recordings may be later viewed and used for purposes of evaluation and training, which may include non-physician personnel of Provider. I understand and consent to the use of these images and audio recordings for the Telemedicine consultation and, potentially, evaluation, education and training.

7. I understand that I may expect the anticipated benefits from the use of Telemedicine in my care, but that no results can be guaranteed or assured.

8. I understand that my personal health information may be shared with other individuals for scheduling and billing purposes. Persons may be present during the consultation other than the Provider in order to operate the Telemedicine technologies. I further understand that I will be informed of their presence in the consultation and thus will have the right to request the following: (1) omit specific details of my medical
history/examination that are personally sensitive to me; (2) ask non-medical personnel to leave the Telemedicine examination; and/or (3) terminate the consultation at any time.

9. I understand that I will not be prescribed any Drug Enforcement Agency controlled substances nor is there any guarantee that I will be given a prescription at all.

10. I understand that if I participate in a Telemedicine consultation, that I have the right to request a copy of my medical records which will be provided to me at reasonable cost of preparation, shipping and delivery.

11. I understand that in the event of any problem with the website or related services, I agree that my sole remedy is to cease using the website or terminate access to the service. Under no circumstances will Provider or any of its subsidiaries, affiliates or vendors be liable in any way for the use of the Telemedicine services, including but not limited to, any errors or omissions in content or infringement by any content on the website of any intellectual property rights or other rights of third parties, or for any losses or damages of any kind arising directly or indirectly out of the use of, inability to use, or the results of use of the website, and any website linked to the website, or the materials or information contained on any or all such websites. I agree that I will not hold Provider, its subsidiaries, affiliates or vendors liable for any punitive, exemplary, consequential, incidental, indirect or special damages (including, without limitation, any personal injury, lost profits, business interruption, loss of programs or other data on my computer or otherwise) arising from or in connection with my use of a Telemedicine consultation whether under a theory of breach of contract, negligence, strict liability, malpractice or otherwise, even if we or they have been advised of the possibility of such damages.

12. I understand that if I access Telemedicine services from a location outside of the United States, that I do so at my own risk and initiative and that I am ultimately responsible for compliance with any laws or regulations associated with my use.

13. **Additional State-Specific Consents:** The following consents apply to my participation in a Telemedicine consultation, as required by the states listed below:

   a. **Arizona:** Guardian consents to verify his/her identity prior to performing a mental health screening or mental health treatment on a minor. AZ ST § 36-2272.

   b. **Connecticut:** I understand that my primary care provider may obtain a copy of my records of any Telemedicine interaction. CT Public Act No. 15-88 (2015).

   c. **Iowa:** I understand that as necessitated by the availability of resources in the community where services are delivered, Telemedicine may be used in delivering and coordinating interventions with appropriate providers for autism support, subject to the licensure of the participating provider. Iowa Code Ann. § 225D.2.

   d. **Kentucky:** I understand that I have the right to be informed of any party who will be present at the site during the Telemedicine consult and I have the right to exclude anyone from being present. I also understand that I have the right to object to the videotaping of the Telemedicine consultation. KY Admin. Regs. Tit. 907, 3:170.

   e. **Maryland:** I understand that I cannot request Telemedicine services to be conducted via correspondence only. Code of MD Reg. 10.41.06.04.

   f. **Nebraska:** I understand that I have the right to be informed of any party who will be present at the site during the Telemedicine consult and I have the right to exclude anyone from being present. I understand that any dissemination of identifiable images or information from a consult requires my express permission. I understand that I have the right to request an in-person consult immediately after the Telemedicine consult and I will be informed if such consult is not available. NE Revised Stat. 71-8505; NE Admin. Code Tit. 471, Ch. 1.

   g. **Nevada:** I understand that the transmission of any confidential medical information while engaged in telemedicine is subject to all applicable federal and state laws with respect to the protection of and access to confidential medical information. NV Rev. Stat. Ann. § 633.0165.

   h. **Pennsylvania:** I understand that I may be asked to confirm my consent to behavioral health or tele-psych services.

   i. **Tennessee:** I understand that I may request an in-person assessment before receiving a Telemedicine assessment.

   j. **Vermont:** I understand that I have the right to receive a consult with a distant-site provider and will receive one upon request immediately or within a reasonable time after the results of the initial consult. I understand that receiving tele-dermatology or tele-ophthalmology services does not preclude me from receiving real-time telemedicine or face-to-face services with the distant provider at a future date. VT Stat. Ann. § 9361.