

# Telehealth Consent

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Telehealth involves the use of electronic communications to enable healthcare providers at different locations to share individual patient medical information for the purpose of improving patient care. Telehealth may be used for diagnosis, treatment, follow-up and/or patient education, and may include, but is not limited to:

- Electronic transmission of medical records, photo images, personal health information, or other data between a patient and a healthcare provider
- Interactions between a patient and healthcare provider via audio, video, and/or data communications
- Use of output data from medical devices, sound, and video files

Telehealth services offered by Remote Dermatology, P.C. (“Providers”) may also include chart review, remote prescribing, appointment scheduling, health information sharing, and non-clinical services, such as patient education.

The electronic communication systems we use will incorporate network and software security protocols to protect the confidentiality of patient identification and imaging data and will include measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption.

**Anticipated benefits:** The use of telehealth by Providers through the Honeydew platform may have the following benefits:

- Making it easier and more efficient for you to access the medical care for the conditions treated by Providers
- Reducing wait times for diagnosis, treatment, and appropriate prescriptions

- Allowing you to obtain medical care and treatment by Providers at times that are convenient for you
- Avoiding unnecessary travel and allowing you to obtain medical care from the comfort and privacy of your home
- Enabling ongoing care and follow-up communication with Providers on your terms without travel or missed work or school

**Possible risks:** While the use of telehealth may provide numerous benefits, there are also potential risks. These risks include, but may not be limited to, the following:

- The information transmitted to your Provider(s) may not be sufficient (e.g. poor resolution of images) to allow for appropriate medical decision-making by the Provider(s)
- The inability of your Provider(s) to conduct certain tests or assess vital signs in-person may in some cases prevent the Provider(s) from providing a diagnosis or treatment or from identifying the need for emergency care
- Your Provider(s) may not be able to provide medical treatment for a particular condition, and you may be required to seek alternative health care or emergency care services
- Delays in medical evaluation or treatment could occur due to unavailability of Providers or the possibility of deficiencies or failures of the technology or electronic equipment used
- In rare instances, security protocols or safeguards could fail, causing a breach of privacy
- Given regulatory requirements in certain jurisdictions, your Provider(s) treatment options, especially pertaining to certain prescriptions, may be limited
- In rare cases, a lack of access to all of your medical records may result in adverse drug interactions or allergic reactions or other judgment errors

**BY CONSENTING TO THE FORM, I UNDERSTAND AND AGREE TO THE FOLLOWING:**

- I understand that a licensed provider from Remote Dermatology, P.C. will be assigned to me prior to the consult, however, I can request a different licensed provider at any time. I can review the credentials of my assigned provider.
- My Provider may determine in his or her sole discretion that my condition is not suitable for treatment using the Honeydew platform and that I may need to seek medical care and treatment from a specialist or other healthcare provider outside of the Honeydew platform.
- I understand that federal and state law requires healthcare providers to protect the privacy and the security of health information. I understand that Remote Dermatology P.C. will take steps to make sure that my health information is not seen by anyone who should not see it. I understand that telehealth may involve electronic communication of my personal medical information to other health practitioners who may be located in other areas, including out of state.
- I understand there is a risk of technical failures during the telehealth encounter beyond the control of Remote Dermatology, P.C. I agree to hold harmless Remote Dermatology, P.C. for delays in evaluation or for information lost due to such technical failures.
- I understand that I have the right to withhold or withdraw my consent to the use of telehealth 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 use of the telehealth services 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 Remote Dermatology P.C. providers are not able to connect me directly to any local emergency services.
- I understand that alternatives to telehealth consultation, such as in-person services are available to me, and in choosing to participate in a telehealth consultation, I understand

that some parts of the services involving tests may be conducted by individuals at my location, or at a testing facility, at the direction of the Remote Dermatology, P.C. provider (e.g., labs or bloodwork).

- I understand that I may expect the anticipated benefits from the use of telehealth in my care, but that no results can be guaranteed or assured.
- I understand that my healthcare information may be shared with other individuals for scheduling and billing purposes. Persons may be present during the consultation other than the Remote Dermatology P.C. provider in order to operate the telehealth 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 telehealth examination; and/or (3) terminate the consultation at any time.
- I understand I can choose to fill my prescription at a pharmacy of my choice.
- I understand that if I participate in a consultation, that I will 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.
- It is my duty to provide each Provider providing services on the Honeydew platform with all information relevant to my medical care, including all information regarding care that I may have received or may be receiving from other healthcare providers outside of the Honeydew platform.
- I have read and agree to the additional consent as required by my state, outlined in the “Additional State-Specific Consents” section below.

## **Patient Consent**

I have read this document carefully, d understand the risks and benefits of the telehealth consultation and have had my questions regarding the procedure explained. I hereby give my informed consent to participate in a telehealth consultation under the terms described herein.

**Additional State-Specific Consents:** The following consents apply to users accessing the Honeydew website for the purposes of participating in a telehealth consultation as required by the states listed below:

- Alaska: I understand my primary care provider may obtain a copy of my records of my telehealth encounter. (Alaska Stat. § 08.64.364).
- Arizona: I understand I am entitled to all existing confidentiality protections pursuant to A.R.S. § 12-2292. I also understand all medical reports resulting from the telemedicine consultation are part of my medical record as defined in A.R.S. § 12-2291. I also understand dissemination of any images or information identifiable to me for research or educational purposes shall not occur without my consent, unless authorized by state or federal law. (Ariz. Rev. Stat. Ann. § 36-3602).
- Connecticut: I understand that my primary care provider may obtain a copy of my records of my telehealth encounter. (Conn. Gen. Stat. Ann. § 19a-906).
- District of Columbia: I have been informed of alternate forms of communication between me and a provider or other treating physician for urgent matters. (D.C. Mun. Regs. tit. 17, § 4618.10).
- Georgia: I have been given clear, appropriate, accurate instructions on follow-up in the event of needed emergent care related to the treatment. (Ga. Comp. R. & Regs. 360-3-.07(7)).
- Kansas: I understand that if I have a primary care provider or other treating physician, the person providing telemedicine services must send within three business days a report to such primary care provider or other treating physician of the treatment and

services rendered to me during the telemedicine encounter. (Kan. Stat. Ann. § 40-2,212(2)(d)(1)(A)).

- Kentucky: If I am a Medicaid recipient, I recognize I have the option to refuse the telehealth consultation at any time without affecting the right to future care or treatment and without risking the loss or withdrawal of a Medicaid benefit to which I am entitled. I understand that I have the right to be informed of any party who will be present at the site during the telehealth 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 telehealth consultation. (907 Ky. Admin. Regs. 3:170).
- Louisiana: I understand the role of other health care providers that may be present during the consultation other than the Remote Dermatology P.C. provider. (46 La. Admin. Code Pt XLV, § 7511).
- Maryland: I recognize that the inability to have direct, physical contact with the patient is a primary difference between telehealth and direct in-person service delivery. The knowledge, experiences, and qualifications of the consultant providing data and information to the provider of the telehealth services need not be completely known to and understood by the provider. The quality of transmitted data may affect the quality of services provided by the provider. Changes in the environment and test conditions could be impossible to make during delivery of telehealth services. (Md. Code Regs. 10.41.06.04).
- Nebraska: If I am a Medicaid recipient, I retain the option to refuse the telehealth consultation at any time without affecting my right to future care or treatment and without risking the loss or withdrawal of any program benefits to which the patient would otherwise be entitled. All existing confidentiality protections shall apply to the telehealth consultation. I shall have access to all medical information resulting from the telehealth consultation as provided by law for access to my medical records. Dissemination of any patient identifiable images or information from the telehealth consultation to researchers

or other entities shall not occur without my written consent. (Neb. Rev. Stat. Ann. § 71-8505; 471 Neb. Admin. Code § 1-006.05).

- New Hampshire: I understand that the Remote Dermatology P.C. provider may forward my medical records to my primary care or treating provider. (N.H. Rev. Stat. § 329:1-d).
- New Jersey: I understand I have the right to request a copy of my medical information and I understand my medical information may be forwarded directly to my primary care provider or health care provider of record, or upon my request, to other health care providers. (N.J. Rev. Stat. Ann. § 45:1-62).
- Rhode Island: If I use e-mail or text-based technology to communicate with my Remote Dermatology P.C. provider, then I understand the types of transmissions that will be permitted and the circumstances when alternate forms of communication or office visits should be utilized. I have also discussed security measures, such as encryption of data, password protected screen savers and data files, or utilization of other reliable authentication techniques, as well as potential risks to privacy. I acknowledge that my failure to comply with this agreement may result in the Remote Dermatology P.C. provider terminating the e-mail relationship. (Rhode Island Medical Board Guidelines).
- South Carolina: I understand my medical records may be distributed in accordance with applicable law and regulation to other treating health care practitioners. (S.C. Code Ann. § 40-47-37).
- South Dakota: I have received disclosures regarding the delivery models and treatment methods or limitations. I have discussed with the Remote Dermatology, P.C. provider the diagnosis and its evidentiary basis, and the risks and benefits of various treatment options. (S.D. SB136).
- Tennessee: I understand that I may request an in-person assessment before receiving a telehealth assessment if I am a Medicaid recipient.

- Texas: I understand that my medical records may be sent to my primary care provider. (Tex. Occ. Code Ann. § 111.005).
- Utah: I understand (i) any additional fees charged for telehealth services, if any, and how payment is to be made for those additional fees, if the fees are charged separately from any fees for face-to-face services provided in combination with the telehealth services; (ii) to whom my health information may be disclosed and for what purpose, and have received information on any consent governing release of my patient-identifiable information to a third party; (iii) my rights with respect to patient health information; (iv) appropriate uses and limitations of the site, including emergency health situations. I understand that the telehealth services Remote Dermatology, P.C. provides meets industry security and privacy standards, and comply with all laws referenced in Subsection 26-60-102(8)(b)(ii). I was warned of: potential risks to privacy notwithstanding the security measures and that information may be lost due to technical failures, and agree to hold the provider harmless for such loss. I have been provided with the location of Remote Dermatology, P.C.'s website and contact information. I was able to select my provider of choice, to the extent possible. I was able to select my pharmacy of choice. I am able to (i) access, supplement, and amend my patient-provided personal health information; (ii) contact my provider for subsequent care; (iii) obtain upon request an electronic or hard copy of my medical record documenting the telemedicine services, including the informed consent provided; and (iv) request a transfer to another provider of my medical record documenting the telemedicine services. (Utah Admin. Code r. 156-1-602).
- Virginia: I acknowledge that I have received details on security measures taken with the use of telemedicine services, such as encrypting date of service, password-protected screen savers, encrypting data files, or utilizing other reliable authentication techniques, as well as potential risks to privacy notwithstanding such measures; I agree to hold harmless Remote Dermatology, P.C. for information lost due to technical failures; and I



provide my express consent to forward patient-identifiable information to a third party.  
(Virginia Board of Medicine Guidance Document 85-12).

- 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 services via Remote Dermatology, P.C. 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).