

## Telehealth Informed Consent

Telehealth involves the use of secure electronic communications, information technology, or other means to enable a healthcare provider and a patient at different locations to communicate and share individual patient health information for the purpose of rendering clinical care. This “**Telehealth Informed Consent**” informs the patient (“**patient,**” “**you,**” or “**your**”) concerning the treatment methods, risks, and limitations of using a telehealth platform.

### Services Provided:

Telehealth services offered by Mindpath Health, and Mindpath Health’s engaged providers (our “**Providers**” or your “**Provider**”) may include a patient consultation, diagnosis, treatment recommendation, prescription, and/or a referral to in-person care, as determined clinically appropriate (the “**Services**”).

Community Psychiatry Management, LLC d/b/a Mindpath Health does not provide the Services; it performs administrative, payment, and other supportive activities for Mindpath Health and our Providers.

### Electronic Transmissions:

The types of electronic transmissions that may occur using the telehealth platform include, but are not limited to:

- Appointment scheduling;
- Completion, exchange, and review of medical intake forms and other clinically relevant information (for example: health records; images; output data from medical devices; sound and video files; diagnostic and/or lab test results) between you and your Provider via:
  - asynchronous communications;
  - two-way interactive audio in combination with store-and-forward communications; and/or
  - two-way interactive audio and video interaction;
- Treatment recommendations by your Provider based upon such review and exchange of clinical information;
- Delivery of a consultation report with a diagnosis, treatment and/or prescription recommendations, as deemed clinically relevant;
- Prescription refill reminders (if applicable); and/or
- Other electronic transmissions for the purpose of rendering clinical care to you.



**Expected Benefits:**

- Improved access to care by enabling you to remain in your preferred location while your Provider consults with you. Please contact your Provider's office to learn when telehealth services are available.
- Convenient access to follow-up care. If you need to receive non-emergent follow-up care related to your treatment, please contact your Provider by accessing your patient portal or calling the Provider's office directly.
- More efficient care evaluation and management.

**Service Limitations:**

- The primary difference between telehealth and direct in-person service delivery is the inability to have direct, physical contact with the patient. Accordingly, some clinical needs may not be appropriate for a telehealth visit and your Provider will make that determination.
- **OUR PROVIDERS DO NOT ADDRESS MEDICAL EMERGENCIES. IF YOU BELIEVE YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL 9-1-1 AND/OR GO TO THE NEAREST EMERGENCY ROOM. PLEASE DO NOT ATTEMPT TO CONTACT MINDPATH HEALTH OR YOUR PROVIDER. AFTER RECEIVING EMERGENCY HEALTHCARE TREATMENT, YOU SHOULD VISIT YOUR LOCAL PRIMARY CARE PROVIDER.**
- Our Providers are an addition to, and not a replacement for, your local primary care provider. Responsibility for your overall medical care should remain with your local primary care provider, if you have one, and we strongly encourage you to locate one if you do not.

**Security Measures:**

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. All the Services delivered to the patient through telehealth will be delivered over a secure connection that complies with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

**Possible Risks:**

- Delays in evaluation and treatment could occur due to deficiencies or failures of the equipment and technologies, or provider availability.
- In the event of an inability to communicate as a result of a technological or equipment failure, please contact Mindpath Health at [telehealth@Mindpath.com](mailto:telehealth@Mindpath.com) or 855-442-4580.
- In rare events, your Provider may determine that the transmitted information is of inadequate quality, thus necessitating a rescheduled telehealth consult or an in-person meeting with your local primary care doctor.
- In very rare events, security protocols could fail, causing a breach of privacy of personal medical information.



**Patient Acknowledgments:**

I further acknowledge and understand the following:

1. Prior to the telehealth visit, I have been or will be given an opportunity to select a provider as appropriate, including a review of the provider's credentials, or I have elected to visit with the next available provider from Mindpath Health, and have been given my Provider's credentials.
2. If I am experiencing a medical emergency, I will be directed to dial 9-1-1 immediately and my Provider is not able to connect me directly to any local emergency services.
3. I may elect to seek services from a medical group with in-person clinics as an alternative to receiving telehealth services.
4. 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.
5. Federal and state law requires health care providers to protect the privacy and the security of health information. I am entitled to all confidentiality protections under applicable federal and state laws. I understand all medical reports resulting from the telehealth visit are part of my medical record.
6. Mindpath Health will take steps to make sure that my health information is not seen by anyone who should not see it. Telehealth may involve electronic communication of my personal health information to other health practitioners who may be located in other areas, including out of state. I consent to Mindpath Health using and disclosing my health information for purposes of my treatment (e.g., prescription information) and care coordination, to receive reimbursement for the services provided to me, and for Mindpath Health's health care operations.
7. Dissemination of any patient-identifiable images or information from the telehealth visit to researchers or other educational entities will not occur without my consent unless authorized by state or federal law.
8. There is a risk of technical failures during the telehealth visit beyond the control of Mindpath Health.
9. In choosing to participate in a telehealth visit, I understand that some parts of the Services involving tests (e.g., labs or bloodwork) may be conducted at another location such as a testing facility, at the direction of my Provider.
10. Persons may be present during the telehealth visit other than my Provider who will be participating in, observing, or listening to my consultation with my Provider (e.g., in order to operate the telehealth technologies). If another person is present during the telehealth visit, I will be informed of the individual's presence and his/her role.



11. My Provider will explain my diagnosis and its evidentiary basis, and the risks and benefits of various treatment options.
12. I have the right to request a copy of my medical records. I can request to obtain or send a copy of my medical records to my primary care or other designated health care provider by contacting Mindpath Health at: [Medical.Records@mindpath.com](mailto:Medical.Records@mindpath.com). A copy will be provided to me at reasonable cost of preparation, shipping and delivery.
13. It is necessary to provide my Provider a complete, accurate, and current medical history.
14. There is no guarantee that I will be issued a prescription and that the decision of whether a prescription is appropriate will be made in the professional judgement of my Provider. If my Provider issues a prescription, I have the right to select the pharmacy of my choice.
15. There is no guarantee that I will be treated by a Mindpath Health provider. My Provider reserves the right to deny care for potential misuse of the Services or for any other reason if, in the professional judgment of my Provider, the provision of the Services is not medically or ethically appropriate.

**Additional State-Specific Consents:** The following consents apply to patients accessing Mindpath Health's website for the purposes of participating in a telehealth consultation as required by the **State of Texas**: I have been informed of the following notice:

NOTICE CONCERNING COMPLAINTS -Complaints about physicians, as well as other licensees and registrants of the Texas Medical Board, including physician assistants, acupuncturists, and surgical assistants may be reported for investigation at the following address: Texas Medical Board, Attention: Investigations, 333 Guadalupe, Tower 3, Suite 610, P.O. Box 2018, MC-263, Austin, Texas 78768-2018, Assistance in filing a complaint is available by calling the following telephone number: 1-800-201-9353, For more information, please visit our website at [www.tmb.state.tx.us](http://www.tmb.state.tx.us).

AVISO SOBRE LAS QUEJAS- Las quejas sobre médicos, así como sobre otros profesionales acreditados e inscritos del Consejo Médico de Tejas, incluyendo asistentes de médicos, practicantes de acupuntura y asistentes de cirugía, se pueden presentar en la siguiente dirección para ser investigadas: Texas Medical Board, Attention: Investigations, 333 Guadalupe, Tower 3, Suite 610, P.O. Box 2018, MC-263, Austin, Texas 78768-2018, Si necesita ayuda para presentar una queja, llame al: 1-800-201-9353, Para obtener más información, visite nuestro sitio web en [www.tmb.state.tx.us](http://www.tmb.state.tx.us)



**ACCEPT.** By checking this Box, I acknowledge that I have carefully read, understand, and agree to the terms of this “**Telehealth Informed Consent**” and consent to receive the Services.

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Patient Date of Birth

If you are signing this **Telehealth Informed Consent** as a parent, guardian, or other legal representative of the patient, please indicate your authority to act on behalf of the patient and sign below.

- Parent       Conservator       Power of Attorney for Health Care  
 Guardian       Health Care Surrogate       Executor / Administrator

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

