

## Telemedicine Informed Consent

Telemedicine services involve the use of medical care via telephone and/or interactive videoconferencing equipment and that enable health care providers to deliver health care services to patients when located at different sites. Our office is offering this service during the time of the COVID19 pandemic to appropriate patients to offer safe continuity of care. The video platforms used may not be considered secure (for example: Skype, Zoom, Facetime, etc.). If you prefer a telephone visit only, please let your provider know.

1. I understand that the same standard of care applies to a telemedicine visit as applies to an in-person visit.
2. I understand that I will not be physically in the same room as my health care provider. I will be notified of and my consent obtained for anyone other than my healthcare provider present in the room.
3. I understand that there are potential risks to using technology, including service interruptions, interception, and technical difficulties.
  - a. If it is determined that the videoconferencing equipment and/or connection is not adequate, I understand that my health care provider or I may discontinue the telemedicine visit and make other arrangements to continue the visit.
4. I understand that I have the right to refuse to participate or decide to stop participating in a telemedicine visit, and that my refusal will be documented in my medical record. I also understand that my refusal will not affect my right to future care or treatment.
  - a. I may revoke my right at any time by contacting Obstetrics and Gynecology Associates at (972) 420-1470.
5. I understand that the laws that protect privacy and the confidentiality of health care information apply to telemedicine services.
6. I understand that my health care information may be shared with other individuals for scheduling and billing purposes.
  - a. I understand that my insurance carrier will have access to my medical records for quality review/audit.
  - b. I understand that I will be responsible for any out-of-pocket costs such as copayments or coinsurances that apply to my telemedicine visit.
  - c. I understand that health plan payment policies for telemedicine visits may be different from policies for in-person visits.
7. I understand that this document will become a part of my medical record.
8. I understand that if my provider deems that my condition is not adequately able to be evaluated with a Telemedicine encounter, my provider may recommend in person evaluation including but not limited to an outpatient appointment or presentation to an emergency department.

By signing this form, I attest that I (1) have personally read this form (or had it explained to me) and fully understand and agree to its contents; (2) have had my questions answered to my satisfaction, and the risks, benefits, and alternatives to telemedicine visits shared with me in a language I understand; and (3) am located in the state of Texas and will be in Texas during my telemedicine visit(s).

\_\_\_\_\_  
Patient/Parent/Guardian Printed Name

\_\_\_\_\_  
Patient/Parent/Guardian Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

© 2019 Texas Medical Association. All rights reserved.

TMA gratefully acknowledges the Texas Medical Association Special Funds Foundation for its support of this document through funds awarded by The Physicians Foundation.

**NOTICE:** This information is provided as a commentary on legal issues and is not intended to provide advice on any specific legal matter. This information should NOT be considered legal advice and receipt of it does not create an attorney-client relationship. **This is not a substitute for the advice of an attorney.** The Office of the General Counsel of the Texas Medical Association provides this information with the express understanding that (1) no attorney-client relationship exists, (2) neither TMA nor its attorneys are engaged in providing legal advice, and (3) the information is of a general character. Although TMA has attempted to present materials that are accurate and useful, some material may be outdated and TMA shall not be liable to anyone for any inaccuracy, error or omission, regardless of cause, or for any damages resulting therefrom. Any legal forms are only provided for the use of physicians in consultation with their attorneys. You should not rely on this information when dealing with personal legal matters; rather legal advice from retained legal counsel should be sought.