

Consent to Telehealth

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This “Telehealth Informed Consent” informs the patient (“patient,” “you,” or “your”) concerning the treatment methods, risks, and limitations of using a telehealth platform, and should be read in conjunction with the Terms of Use (“Terms”) for the website (“Site”).

Telehealth

This “Telehealth Informed Consent” informs the patient (“patient,” “you,” or “your”) concerning the treatment methods, risks, and limitations of using a telehealth platform, and should be read in conjunction with the Terms of Use (“Terms”) for the website (“Site”).

1. Electronic transmission of medical records, photo images, personal health information or other data between a member and a healthcare provider;
2. Interactions between a member and healthcare provider via audio, video and/or data communications; and
3. Use of output data from medical devices, sound and video files.
4. I understand that a telemedicine appointment may be an option for an appointment with my

provider. The telemedicine consultation will be attended using Doximity which is an encrypted HIPAA-compliant platform.

5. I understand that the Doximity audio-video conferencing technology consultation, will not be the same as a direct patient/health care provider visit since I will not be in the same room as my health care provider.

6. I understand there are potential risks to this technology, including interruptions, unauthorized access and technical difficulties, possible PHI interruptions. I understand that my healthcare provider or I can discontinue the telemedicine consult/visit if it is felt that the Doximity videoconferencing connections are not adequate for the situation.

7. I understand due to the limitations of treatment using a telehealth platform not all services can be performed such as a physical exam. Services may be limited to what can be seen and diagnosed through visual, audio, and peripheral devices.

Services Provided

Telehealth services offered by Labanks Medical Services, LLC, a Florida Limited Liability company and affiliated medical groups (collectively, “LMS”), and LMS’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”). Your Provider will be licensed in the state where you are located at the time of your consultation, or otherwise meet a professional licensure exception under applicable state law, and will establish a provider-patient

relationship in accordance with the laws and rules in the applicable state.

Electronic Transmissions

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

- Appointment scheduling; ·Completion of medical intake forms;
- Exchange and review of patient medical intake forms, patient health records, images, diagnostic and/or lab test results via asynchronous communications;
- Two-way interactive audio in combination with store-and-forward communications between you and your Provider;
- Two-way interactive audio-video interaction between you and your Provider;
- Review and treatment recommendations by your Provider based upon output data from medical devices and sound and video files;
- Delivery of a consultation report;
- Prescription refill reminders; 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.
- Convenient access to follow-up care. If you need to receive non-emergent follow-up care related to your treatment, please contact your messaging the practice (954)738-5385, if you need assistance with non-clinical matters, please contact us at labanks@labanksmedical.com.
- More efficient care evaluation and management. LMS will make every effort to respond to all clinical questions within 24 to 48 hours, M-F (excluding holidays).

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. IF YOU ARE A LOCAL DPC MEMBERS WITH LABANKS MEDICAL SERVICES, YOU ARE TO CALL THE OFFICE AT 954-889- 2277 AND SCHEDULE YOUR HOSPITAL DISCHARGE FOLLOW UP WITHIN 7 DAYS AFTER YOU HAVE RECEIVED EMERGENCY HEALTHCARE TREATMENT, OR 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.

·Labanks Medical Services does see Direct Primary Care members as well as perform physicals for DOT, employment, and schools at our local offices. Please visit our website for more information including address, phone number and prices.

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 reach out to us by phone 954-378-8119, text us at 954-738-5385 or email labanks@labanksmedical.com
- The quality of transmitted data may affect the quality of services provided by your Provider. Changes in the environment and test conditions could be impossible to make during delivery of telehealth services.
- 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 our office or with your local primary care doctor.
- In very rare events, security protocols could fail, causing a breach of privacy of personal medical information.
- In rare events, a lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other clinical judgment errors.

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 review the provider’s credentials, 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. Labanks Medical 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.
7. Dissemination of any patient identifiable images or information from the telehealth visit to researchers or other educational entities will not occur without my affirmative consent.
8. There is a risk of technical failures during the telehealth visit beyond the control of LMS. I agree to hold harmless LMS and my Provider for delays in evaluation or for information lost due to such technical failures.
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 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 and I understand upon my affirmative consent my medical records will be forwarded directly to my local primary care provider or other designated health care provider of record. I can request to obtain or have sent a copy of my medical records through my Patient Portal. A copy will be provided to me at a reasonable cost of preparation, shipping and delivery.

13. It is necessary to provide my Provider a complete, accurate, and current medical history. I understand that I can log into my "Portal" at any time to access, amend, or review my health information.

14. There is no guarantee that I will be given a prescription and that the decision of whether a prescription is appropriate will be made in the professional judgment 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 LMS 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.

Patient Informed Consent

By signing below, I acknowledge that I have carefully read, understand, and agree to these Terms of this "TELEHEALTH INFORMED CONSENT" and consent to receive the Services. By signing b, I understand and agree that I am signing this Informed Consent electronically and that (a) I have read this Informed Consent carefully, (b) I understand the risks and benefits of the services LMS provides, and the use of telehealth in the medical care and treatment provided to me by LMS's providers, including the prescribing of controlled substances, and (c) I have the legal capacity and authority to provide this consent for myself.

_____ / _____

Client Signature

Date