

Informed Consent for Telemedicine Services - Illinois

Introduction:

Telemedicine is the practice of medicine that involves the use of electronic communications to diagnose or treat patients located in Illinois who are in different locations from their healthcare providers. Telemedicine also enables healthcare providers at different locations in Illinois to share individual patient medical information for the purpose of improving patient care.

By executing this form, I, as patient or patient's legal representative, (MPatient") consent to the utilization of telemedicine technologies in the course of my medical treatment and authorize Edward-Elmhurst Health, its employed and/or contracted providers, including primary care practitioners, specialists, and/or subspecialists, its staff, and subcontractors (collectively, MProviders") to review and exchange medical information about Patient for the purpose of Patient's treatment via telemedicine.

I understand that Patient medical information may be used by Providers for diagnosis, therapy, follow-up and/or education, and may include, but not be limited to, any of the following:

- Evaluation of Patient and Patient medical records;
- Evaluation of Patient diagnostic and laboratory test results;
- Live two-way audio and video recordings of Patient and Providers; and
- Output data from medical devices and sound and video files of Patient communications.

Benefits of Telemedicine Services:

- Improved access to medical care by enabling a patient to remain in his/her location while the physician consults and obtains test results at distant/other sites;

Possible Risks of Telemedicine Services:

As with any medical procedure, there are potential risks associated with the use of telemedicine technologies in treating patients. While these risks will vary with the type of treatment obtained by Patient, they generally include, but may not be limited to:

- The Provider or on-site consultant may determine that the transmitted information is of inadequate quality, thus necessitating a face-to-face meeting with the Patient and Physician, or at least a rescheduled video consult between the Patient and Physician;
- Delays in medical evaluation and treatment could occur due to deficiencies or failures of the equipment used in a telemedicine encounter;
- In rare instances, security protocols could fail, causing a breach of privacy of personal medical information;
- In rare cases, a lack of access to complete medical records may result in treatment delays, adverse drug interactions, allergic reactions, or other judgment errors.

Informed Consent for Telemedicine Services

By signing this form, I, as Patient, acknowledge and affirm that it has been explained to me and I understand the following:

1. Not all conditions are appropriate for diagnosis and/or treatment via telemedicine;
2. Telemedicine services, unlike direct in-person health care, are provided without direct, physical contact between a patient and healthcare provider and therefore present additional risks, including but not limited to, the risks listed above as well as failure to identify relevant symptoms, failure to diagnose or timely diagnose a condition, time delays between diagnosis and obtaining appropriate treatment requiring physical contact with a provider, and disruptions in care due to technological failures;
3. Patient is aware that alternatives to a telemedicine consultation are available and Patient will have an opportunity to discuss them and concerns with Provider when initiating telemedicine services;
4. The types of activities that are permitted using telemedicine services are limited by state law, insurance, payor source, and the practicalities of a patient's condition, but generally include patient evaluation, diagnosis, treatment, prescribing medications (other than controlled substances and, for other legend drugs, only in the limited circumstances permitted by applicable federal and state law), obtaining laboratory results, scheduling appointments, providing health care information, and clarifying medical advice;
5. That the telemedicine services may not be billed to or covered by my insurance or any other third party payor;
6. If I am in a clinic or other facility when seeking services via telemedicine, Provider may collaborate with an on-site clinician to perform the telemedicine services, and it is known and understood that Provider may not be informed of the clinician's knowledge, experiences, and qualifications in rendering such care and makes no representations or warranties regarding such on-site clinician's qualifications;
7. The quality of transmitted audio/visual communications and related data may affect the quality of services provided by Provider and may result in a disruption of care outside the control of Edward-Elmhurst Health or Provider. Patient assumes the risk for such a disruption of care and agrees, as a condition to accepting services via telemedicine, that neither Edward-Elmhurst Health or Provider is liable for any injuries or damages resulting from such a disruption.
8. In the event that communications are disrupted during treatment via telemedicine. Patient will contact his/her primary care physician for non-emergencies. In the event of a medical emergency or disruption during treatment via telemedicine constituting an emergency, Patient is directed to and agrees to call their local emergency dispatch (usually 911) for follow-up, in-person medical care, as appropriate;
9. Information may be lost due to technical failures. for which Provider, Edward-Elmhurst Health, and their respective affiliates shall not be held liable;
10. My healthcare information may be shared with other individuals for scheduling, billing, laboratory services, or other related purposes as permitted by HIPAA and other applicable federal and state laws and regulations, and I will provide the name and contact information for a physician of my election for medical records to be forwarded for follow-up care;

11. Patient controls the location from which he/she seeks telemedicine services and assumes the risk of a breach of his/her privacy (i.e. being overheard) by a third party during the telemedicine services.
12. If Patient permits, one or more on-site providers may be present during the consultation in order to operate the telemedicine equipment or assist in rendering services to Patient and will be directed by Provider, at the initiation of telemedicine services, to at all times maintain the privacy and confidentiality of the patient information obtained. To the extent Provider is aware of an on-site provider's presence, Patient will be informed of their presence in the consultation and will have the right to request the following: **(1)** to omit specific details of my medical history/physical examination that are personally sensitive to me; **(2)** to ask non-medical personnel to leave the telemedicine examination room; and/or **(3)** to terminate the consultation at any time. To the extent Patient permits another person to be present with or overhear Patient during telemedicine services, neither Provider nor Edward-Elmhurst Health or their affiliates shall be liable for such person's subsequent knowledge, use of, or sharing of Patient's protected health information or violation of Patient's privacy and confidentiality rights;
13. The laws that protect the privacy and confidentiality of medical information also apply to telemedicine, and no information obtained in the use of telemedicine which identifies Patient may be disclosed to a third party without Patient's written consent except in a care emergency or as otherwise permitted by applicable law;
14. All patient communications, recordings and records will remain confidential. Systems used for the electronic communications will incorporate network and software security protocols to protect the confidentiality of patient information and imaging data, and will include measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption.
15. Despite the security precautions taken by Provider, there is a risk that security protocols could fail, causing a breach of privacy of personal medical information;
16. Telemedicine services may not be provided solely via a phone call, text message, or written correspondence with a provider;
17. Outcomes of this telemedicine consultation cannot be guaranteed or assured; and
18. 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.

By signing this "INFORMED CONSENT FOR TELEMEDICINE SERVICES" form, I, as Patient or Patient's authorized legal representative, hereby give informed consent for the use of telemedicine in Patient's medical care under the terms and conditions described herein and verify that Patient has:

1. Read the whole consent form and fully understands the information provided above regarding telemedicine, including its benefits and risks;
2. Discussed the information contained herein with Provider and had all of his/her questions answered to his/her reasonable satisfaction to **make** a voluntary, informed decision regarding the use of telemedicine services; and
3. Is located in the State of Illinois during the performance of telemedicine services furnished by Edward-Elmhurst Health or Provider.

SIGNATURES

Patient Consent to the Use of Telemedicine

Patient Name: _____ DOB: _____

Patient's Legal Representative/Authorized Signer: _____

Legal Representative, relationship to patient: _____

Location of Patient in Illinois _____ Date: _____