

Psychiatric Alternatives and Wellness Center, P.C.

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. You may withdraw consent to telehealth at any time without affecting your right to future care or treatment.

Services Provided:

Telehealth services offered by Psychiatric Alternatives and Wellness Center, P.C. (**“Group”**), and the Group’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”**).

PAWC Management Corporation (**“PAWC”**) does not provide the Services; it performs administrative, payment, and other supportive activities for Group 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 which may include the transmission and review of images, videos, records, and other data in a store-and-forward manner;
 - 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. Telehealth services’ availability depends upon your particular provider, but our general hours Monday through Friday, 8:00 am. to 5:00 p.m.
- 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 directly sending a message through the patient’s user account.
- 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 PAWC, GROUP, 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

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provider, if you have one, and we strongly encourage you to locate one if you do not.

- Group additionally has in-person clinic locations.

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”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and the California Confidentiality of Medical Information Act (“CMIA”). Although we use HIPAA, HITECH and CMIA-compliant systems, no technology can guarantee absolute security.

Technology Requirements:

To participate in telehealth sessions, you must access a computer, tablet or smartphone with video calling software and an adequate internet connection. Headphones are recommended to reduce unwanted echo. Group, Provider and Provide does not provide technical help in setting up your computer, tablet, smartphone, or internet connection. Ensure your equipment is configured correctly and running before your appointment.

If you and your provider are using Zoom

A download of the Zoom application may be required. An additional instruction sheet on using Zoom is included at the end of this consent.

If you and your provider are using Doxy.me

No download is required. If you are using doxy.me on a smartphone or tablet, it is recommended that you download the doxy.me app from the app store. You will need to use the most recent version of Google Chrome or Firefox. Other web browsers are not compatible at this time.

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 the Group at admin@psychiatricalternatives.com and (415) 237-0377.
- 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.
- Increased risk of breach of privacy and/or confidentiality if you use public Wi-Fi.

Accessing Your Provider:

You will receive an appointment reminder email with instructions on how to access your provider at your appointment time. There will be a link with direct access to your provider's virtual waiting room. Please click on this link a few minutes before your scheduled appointment time. Clicking on the link will show your provider that you have arrived and your session will begin at the designated appointment time.

Patient Acknowledgments:

I further acknowledge and understand the following:

1. Prior to the telehealth visit, I have been 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 Group, and have been given my Provider's credentials.
2. I understand that I may be asked to provide my identification and confirm my physical location prior to or during the telehealth visit as my provider can only provide telehealth services when I am physically located in California.

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3. During telehealth sessions, your provider will need to know your location so that in case of an emergency, they can call for help and direct the first responders to your site.
4. 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.
5. I may elect to seek services from a medical group with in-person clinics as an alternative to receiving telehealth services from Group.
6. 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.
7. 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.
8. Group 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 Group 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 Group's health care operations.
9. I understand that I am responsible for using a private location for sessions to ensure that no one can overhear my sessions or health information and that there is minimal disruption and ambient noise. I understand that my provider cannot conduct telehealth sessions while I am on the street, in a car, bus or train, in a hallway, etc. If I am in a public setting for my session, I understand that my provider may not be able to move forward with this visit. This may mean rescheduling the appointment and incurring the late canceling/rescheduling fee.
10. I agree that I will never record any telehealth session without my provider's express written consent, and my provider agrees not to record a session without my express written consent.
11. 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.
12. There is a risk of technical failures during the telehealth visit beyond the control of Group.
13. 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.
14. 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 their role.
15. My Provider will explain my diagnosis and its evidentiary basis, and the risks and benefits of various treatment options.
16. I understand that by creating a treatment plan for me, my Provider has reviewed my medical history and clinical information and, in my Provider's professional assessment, has made the determination that the provider is able to meet the same standard of care as if the health care services were provided in-person when using the selected telehealth technologies, including but not limited to, asynchronous store-and-forward technology.
17. 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

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contacting Group at:
admin@psychiatricalternatives.com. A copy
will be provided to me at reasonable cost of
preparation, shipping and delivery.

18. It is necessary to provide my Provider a
complete, accurate, and current medical
history. I understand that I can log into my
"Portal" at:
[https://psychiatricalternatives.com/my-
account-login.php](https://psychiatricalternatives.com/my-account-login.php) at any time to access,
amend, or review my health information.

19. 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.

20. Certain medications, including controlled
substances, may not be prescribed through
telehealth unless permitted under federal law,
including the Ryan Haight Act and DEA
telemedicine regulations.

21. There is no guarantee that I will be treated by
a Group 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.

The Open Payments database is a federal tool used
to search payments made by drug and device
companies to physicians and teaching hospitals. It can
be found at <https://openpaymentsdata.cms.gov>.

Patient Informed Consent

ACCEPT. By checking this Box, I acknowledge that
I have carefully read, understand, and agree to the
terms of this "TELEHEALTH INFORMED CONSENT"
and voluntarily consent to receive the Services.

PATIENT'S NAME:

PATIENT'S SIGNATURE:

DATE:

NAME OF MINOR PATIENT'S PARENT OR LEGAL
GUARDIAN:

MINOR PATIENT'S PARENT OR LEGAL
GUARDIAN'S SIGNATURE:

DATE:

Notice to California Patients: The following consents
apply to patients accessing Group's website for the
purposes of participating in a telehealth consultation
as required by California:

I have been informed of the following notice: