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## TELEHEALTH INFORMED CONSENT

Patient Name (last, first) \_\_\_\_\_

DOB \_\_\_\_\_

Telehealth is the practice of healthcare using electronic communication or other information technology when you and your healthcare provider are in different locations. Generally, healthcare providers can only treat patients who are physically located in the state where the provider is licensed. In some cases, healthcare providers can treat patients who are in-state residents, but are temporarily located out-of-state (e.g., on vacation). Telehealth communications may include e-mail, facsimile, SMS/text/instant messaging, telephone, and video conferencing, and may be used on a variety of telephonic or electronic devices (collectively, “Communications”). Your signature memorializes your informed consent and authorization for Practice and its providers to use Telehealth in the course of your care. By signing this Informed Consent and/or the underlying agreement, you acknowledge and understand the risks and benefits of receiving Telehealth, and you agree to the following terms of service.

### 1. Suitability of Telehealth.

- a. Telehealth should never be used in an emergency or urgent care situation. If you experience a medical or psychiatric emergency, you must immediately call 911 or your local emergency department. You must seek urgent care when you need it, and you must not rely on Telehealth for urgent health needs. If you prefer in-person appointments instead of Telehealth, please tell your provider and Practice will accommodate your request or refer you to another provider. Declining to receive Telehealth on a specific occasion will not impact your access to Telehealth in the future.
- b. Your provider has absolute discretion, at all times, to determine the suitability of delivering Telehealth. If your provider determines that a different form of healthcare services is appropriate (e.g., an in-person office visit), then your provider may discontinue Telehealth and will provide instructions and/or referrals for you to receive the recommended care.
- c. Telehealth has certain benefits, but it also has certain limitations and risks. In some cases, transmitted information may be insufficient to allow for appropriate healthcare decision-making by your provider (e.g., poor image resolution). If your provider does not have access to information that would be apparent or available in a face-to-face

visit, the use of Telehealth may result in medical error or misjudgment. Delays can result from equipment deficiencies or failures. No results can be guaranteed, and you are always free to seek a second opinion. Telehealth never limits your ability to seek in-person care.

- d. At each Telehealth session you must be physically located in the state in which your provider is licensed. If you are temporarily out-of-state, but maintain in-state residency, you must notify your provider before a Telehealth session commences. Your provider may not be able to issue prescriptions, referrals, or other orders if you are out-of-state. **specifically this may affect ADHD medications . I can mail you a handwritten prescription but in general, cannot electronically prescribe controlled substances across state lines.** You may need to seek local care for these and other healthcare needs.
- e. You will cooperate with your provider at each session to assess the suitability of Telehealth. This may include verification of your identity, location, and readiness to proceed. Telehealth requires that you be in a situation conducive to private, undistracted, and uninterrupted Communications. If your health issue is of a sensitive nature, make sure you can receive Telehealth in a private space so others in your space cannot see, hear, or intercept your session.
- f. You can revoke this Telehealth Informed Consent at any time; however, your participation in Telehealth and Communications includes your implied consent. If you revoke your consent, you must notify your provider and Practice in writing as soon as possible, and the revocation will not be effective until it has been received and acknowledged by your provider.

## 2. Communications.

- a. Communications by their nature cannot be guaranteed to be secure or confidential. Telehealth and Communications involve some risk that unauthorized persons or entities may see, access, copy, or use your personal information. There is some risk that unencrypted Communications could be intercepted in transmission or redirected to a third party not authorized to receive the information. If you initiate a conversation in which you disclose protected health information on any Communication platform, then you authorize your provider and Practice to communicate with you regarding all protected health information in the same format. Communications technology and platforms are wholly outside the control of your provider and Practice. Therefore, your provider and Practice shall not be liable to you, or anyone, for any cost, damage, expense, injury, or other loss relating to Communications malfunction, or delay in response.
- b. Prior to receiving Telehealth, you must understand how Communications work and you need to be comfortable using them. You must have the devices, tools, and telephone/internet access necessary to receive Telehealth, and you are responsible for the security of these elements. It is your responsibility to encrypt medical information that you transmit electronically to your provider and failure to use technical safeguards,

such as encryption, increases your risk of a privacy violation. The risk of a violation of your privacy increases substantially when you enter information on a public access computer, use a computer that is on a shared network, allow a computer to store usernames and passwords, or employ a work computer for personal use. You fully accept these risks and responsibilities.

- c. If Communications fail during the course of a Telehealth session, you must immediately try to contact your provider using another method of communication. For example, if a video conference is disrupted by connectivity issues, you should call your provider on the telephone. Your session will then resume, or you and your provider may decide to reschedule. Under no circumstances should you allow a health need to remain unaddressed because of Communication issues.

3. Privacy.

- a. Practice will adhere to its obligations regarding your privacy rights as identified in the Patient Notice of Privacy Practices. You attest that you have read, understand, and agree to the Notice of Patient Privacy Practices and that you have been given a copy of the Notice or opted to use a digital copy.
- b. All Telehealth must be documented. With your permission, Communications may be videotaped or otherwise recorded. **i will not record or videotape visits** If you permit Telehealth sessions to be recorded, then the resulting data, including audio, image, and video files, may become part of your health record.
- c. The laws that affect your patient privacy are the same for Telehealth as they are for in-person care. Among other considerations, this may include access that your health insurer will have to your records for quality review and audits.

- 4. Billing. Your health insurance or benefit plan may or may not cover Telehealth, and you may need to pay for these services in their entirety at the time services are rendered, or pay your deductible, coinsurance, copayments, or other share of cost. Practice strongly advises that you consult with your health insurance or benefit plan prior to scheduling Telehealth.

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My signature below means that I have read this entire Telehealth Informed Consent, that I understand the risks and benefits of receiving Telehealth, and that I agree to the above described terms of service. If I had any questions, I have discussed them with my provider and all of my questions were answered to my satisfaction. I will not sign this document until I am fully comfortable receiving Telehealth services.

Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Relationship to Patient \_\_\_\_\_  
Date \_\_\_\_\_