



**MI EXPRESS CARE**

## **Telehealth Consent to Treat, HIPAA, Financial Policy**

Telemedicine is the delivery of healthcare services when the healthcare provider and patient are not in the same physical location through the use of technology. Electronically-transmitted information may be used for diagnosis, therapy, follow-up and/or patient education, and may include any of the following: Patient medical records. Medical images. Interactive audio, video, and/or data communications. Output data from medical devices and sound and video files. The interactive electronic systems used 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.

Potential Benefits: 1. Improved access to medical care by enabling a patient to remain in his/her physicians' office (or at a remote site) while the physician obtains test results and consults with healthcare practitioners at distant/other sites. 2. Obtaining the expertise of a distant specialist.

Potential Risks: As with any medical procedure, there are potential risks associated with the use of telemedicine. These risks include, but may not be limited to: 1. Information transmitted may not be sufficient (e.g., poor resolution of images) to allow for appropriate medical decision making by the physician and consultant(s). 2. The consulting physician(s) are not able to provide medical treatment to the patient through the use of telemedicine equipment nor provide for or arrange for any emergency care that may be required. 3. Delays in medical evaluation and treatment could occur due to deficiencies or failures of the equipment. 4. Security protocols could fail, causing a breach of privacy of personal medical information. 5. A lack of access to complete medical records or lack of adequate information provided by the patient may result in adverse drug interactions or allergic reactions or other medical judgment errors.

### **Informed Consent for Telemedicine By signing this form, I understand and agree to the following:**

1. The laws that protect the privacy and confidentiality of medical information also apply to telemedicine. No information obtained during a telemedicine encounter which identifies me will be disclosed to researchers or other entities not needed to provide care, submit insurance claims on your behalf, required by law or for public health and wellness will be provided without my consent.
2. I have the right to withhold or withdraw my consent to the use of telemedicine during the course of my care at any time. I understand that my withdrawal of consent will not affect any future care or treatment, nor will it subject me to the risk of loss or withdrawal of any health benefits to which I am otherwise entitled.
3. I have the right to inspect all information obtained and recorded during the course of a telemedicine interaction, and may receive copies of this information for a reasonable fee, and will request via written request.
4. A variety of alternative methods of medical care may be available to me, and I may choose one or more of these at any time. My physician has explained the alternative care methods to my satisfaction.
5. Telemedicine may involve electronic communication of my personal medical information to



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other medical practitioners who may be located in other areas, including out-of-state.

6. I may expect the anticipated benefits from the use of telemedicine in my care, but that no results can be guaranteed or assured. My condition may not be cured or improved, and in some cases, may get worse.

7. I confirm, I am present in the state of Michigan when using MI Express Care's services as MI Express Care and its providers are licensed in the states of Michigan. If my care is directly provided by Dr. Azimi, the medical director of MI Express care this may also entail being treated if located in Michigan, Texas or Virginia. I will not withhold my location and will be truthful and hold harmless MI Express Care in the event I am not truthful. Any liabilities, issues to malpractice or legal fees entailed to MI Express Care, its employees, partners, subsidiaries will be my responsibility if due to my own error or omission.

8. I Consent To The Use of Telemedicine I have read and understand the information provided above regarding telemedicine, have discussed it with my physician, alternative midlevel provider or such assistants as may be designated, and all of my questions have been answered to my satisfaction.

9. I understand that telemedicine is not a substitute for an in office evaluation, there are significant limitations for a physical exam and will not hold MI Express Care accountable if they request I be seen in person for my medical complaint, nor will I request a refund if this is the determination of the medical provider.

**Medicare Patients:** I authorize the release of medical information about me to the Social Security Administration or its intermediaries for my Medicare claims. I assign the benefits payable for services to MI Express Care.

### **Financial Policy**

The patient (or patient's guardian, if a minor) is ultimately responsible for the payment for treatment and care. We will bill your insurance for you if they accept urgent care and MI Express Care as a recipient of those benefits. However, the patient is required to provide the most correct and updated information regarding insurance, many insurances are not reimbursing urgent care for this service. Self pay visit payments are required at the time of service and payment will not be refunded if later deciding to pursue insurance billing for a completed visit. Final decision is per the sole discretion of MI Express Care. Patients are responsible for payment of copays, coinsurance, deductibles and all other procedures or treatment not covered by their insurance plan. Copays are due at the time of service. Coinsurance, deductibles and non-covered items are due 30 days from receipt of billing. Patient will incur a charge of \$30 for any returned checks and any additional fees incurred by WRJ & Associates/MI Express Care in relation to said returned check. You may become responsible for the medical costs of treatment for your illness or condition if: you fail to pursue the claim for workers' compensation it is determined by the Workers' Compensation Board that the illness or condition which required treatment was not a result of a compensable workplace accident or occupational disease an agreement is executed by you and approved pursuant to Workers' Compensation Law §32 in which you waive your right to medical benefits from the workers' compensation carrier/self-insured employer for treatment/ services performed after the Telehealth Consent to Treat, HIPAA, Financial Policy date the agreement is approved. any of the above events occurs, the provider may bill you directly instead



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of the employer or insurance carrier, and you will be responsible for the provider's fees for services rendered. By my signature below, I hereby authorize assignment of financial benefits directly to MI Express Care and any associated healthcare entities for services rendered as allowable under standard third party contracts. I understand that I am financially responsible for charges not covered by this assignment and for all self pay visits.

**Privacy Policy/HIPAA**

MI Express Care is committed to maintaining the integrity of your protected health information and complies with all applicable state and federal regulations. The federal privacy regulations of the Health Insurance Portability and Accountability Act (HIPAA) have taken effect in 2013. In support of our policy of complying with all applicable regulations, MI Express Care provides patients with the HIPAA Notice of Privacy Rights. While not required in order to receive treatment at MI Express Care, we are obligated under federal regulations to ask that you sign an acknowledgment of the HIPAA Privacy Notice being made available to you.

I hereby give my informed consent for the use of telemedicine in my medical care. I hereby consent to and authorize MI Express Care and its employees/contractors/providers/assistants to use telemedicine in the course of my diagnosis and treatment.

Signature of Patient (or person authorized to sign for Patient):

\_\_\_\_\_

Date: \_\_\_\_\_

If authorized signer, relationship to Patient: \_\_\_\_\_

I confirm I am located in the state of Michigan: Initial: \_\_\_\_\_