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**Telehealth Consent Agreement**

[Insert name, address and contact information of Provider]

**AGREEMENT TO TELEHEALTH SERVICE**

1. This agreement outlines the healthcare service provider’s (“Provider”) treatment and payment policies, including your consent to receive medical care from Provider using the patient portal and/or telehealth technology (“Service”).
2. By electronically clicking “Agree” at the end of this Telehealth Consent Agreement, you indicate you wish to receive telehealth services and confirm that you have reviewed, understood and accepted the terms and conditions set forth below.

**SIGNING ON BEHALF OF SOMEONE/SIGNING AS AGENT**

1. If you are giving consent or are acting on behalf of a minor, elderly, incapacitated or otherwise dependent patient, you certify that you have been granted the legal authority to do so. You accept the financial obligations for the services rendered.

**WHAT IS TELEHEALTH**

1. Telehealth involves the use of electronic communications between you and your Provider to enable the input and output of individual patient medical information for the purpose of improving patient care and accessibility.
2. The information shared may be used for diagnosis, prescriptions, therapy, follow-up and/or education, and may include any of the following:
   1. Patient medical records
   2. Medical images
   3. Live two-way audio and video
   4. Output data from medical devices and
   5. Sound and video files
3. Do not attempt to access emergency care or urgent care through this Service. You understand that in an emergency, you should dial 911 or immediately go to the nearest hospital.

**SECURITY**

1. You understand that telehealth services may include the electronic exchange of personal medical information with healthcare practitioners who may be located in different areas to you, including out of state. Provider will take reasonable and appropriate steps to ensure that your health information will not be seen or interfered with by persons without authority.
2. To protect the confidentiality of patient identification and to maintain the integrity of the data submitted before and during the telehealth service, electronic systems will incorporate robust network and software security protocols to safeguard the information from intentional or unintentional corruption. You agree to hold harmless Provider, if security protocols fail, causing a breach of privacy of personal medical information.

**DUTY OF CARE**

1. You understand that Provider will only take responsibility for your care ***after*** you have registered with the Service, truthfully responded to all compulsory health questions, provided an image and/or have had a scheduled video visit and made payment; and ***after*** the practitioner has reviewed your request for telehealth treatment and then subsequently concluded that you qualify for the Service.
2. If the Provider makes a professional judgement that you are not suitable to receive telehealth services, Provider has the right to decline responsibility for your care.
3. You acknowledge that there may be a delay until the next business day, before Provider reviews your messages and/or your treatment inquiry.

**PRIVACY**

1. You understand that you are obliged to notify Provider of your location at the beginning of each treatment session. You must notify your Provider immediately if for some reason you change locations during the telehealth encounter.
2. To maintain confidentiality, you will not share your telehealth account details or appointment link with anyone not authorized to attend the session. If there are any other persons in the same location as you, either on or off camera and who may be able to hear or see you, you must alert your Provider of this before or at the beginning of the session
3. You understand that it is your obligation to disable any virtual assistant artificial intelligence devices, such as Alexa or Echo, if these devices are positioned in close proximity.
4. You agree that you will not record either through audio or video any of the sessions, unless you notify your Provider and it is then expressly agreed upon.

**BENEFITS AND RISKS OF USING OUR SERVICE**

1. You understand and agree that there are vital differences between telehealth encounters and traditional forms of treatment. When using the Service, you will *not* have an in-person appointment with your Provider and/or a physical exam that may help in the diagnosis of a medical condition that needs further attention or immediate treatment.
2. You understand that the potential benefits of using telehealth technology include, but are not limited to:
   1. Access to medical evaluation, diagnosis and treatment if you are unable to reach Provider’s office for an in-person appointment; and
   2. More efficient and accessible communication between you and your Provider.
3. You understand that there are potential risks to using telehealth technology, including, but not limited to:
   1. The inadequate quality of some image or video transmissions, which may cause a necessity to either reschedule the telehealth consultation or make an appointment with your local health care practitioner;
   2. Lack of access to medical technology, including imaging, EKG, ECG, x-ray, laboratories, and other testing mechanisms, and/or access to prescriptions, which might assist your Provider in making a diagnosis and/or determining the appropriate treatment plan;
   3. Delays in treatment, evaluation and/or diagnosis as a result of technological problems; and
   4. Adverse drug or allergic reactions due to a lack of access to an exhaustive medical record.
4. You understand that your Provider will not be held accountable for any technical issues or interruptions which your Provider has no control over, which may include problems with software, hardware and internet connection. You further acknowledge that your Provider does not guarantee that the technology will work without error.

**PROVIDING TRUTHFUL AND ACCURATE INFORMATION**

1. You understand that your Provider’s medical advice may be founded on information not within Provider’s knowledge or control, such as inaccurate or incomplete facts or data transmitted by you.
2. You understand that your Provider bases treatment decisions on the data supplied by you before, during and after your telehealth sessions. You agree to, at all times, provide truthful, complete and accurate information aboutyour medical history, including present and past condition(s) and treatment(s), to your Provider.
3. Youunderstand that by using the Service you seek to enter into a Doctor-Patient Relationship (DPR) where the Provider decides whether the treatment plan is appropriate based exclusively on the information you provide.
4. You understand that your Provider does not have the capacity to verify the information, videos or images that you provide and that your Provider will therefore deem all submissions to be truthful, complete and accurate. If you transmit images or videos that have been edited, are not of you and/or are not taken within the agreed time frame, then you are at risk of receiving treatment that might not be necessary, appropriate, or safe.
5. You understand that even if all information,videos and images are truthful, complete and accurate, you might still experience adverse effects from the telehealth treatment your Provider prescribed accordingly..

**CARE/TREATMENT PLAN**

1. You understand that by using the Service, you are giving your express consent for your Provider to access your medication history, where it's available and that, if appropriate, the Provider may take this information into consideration when prescribing a treatment.
2. You understand that the care provided is in compliance with prevailing medical standards and clinical guidelines, but your Provider makes no guarantees or assurances as to the outcome of the telehealth treatment and the consultations and prescriptions therein.
3. You understand that all the drugs and medications that your Provider may prescribe or recommend can cause adverse side effects that include, but are not limited to, severe allergic reactions, temporary or permanent disabilities, and/or death.
4. You agree to carefully weigh the risks and benefits of the drugs and medications prescribed, the risks and benefits of receiving the recommended treatment and contemplate whether alternative treatments are available, and whether there is an option of not seeking any treatment at all, before accepting the proposed treatment plan by Provider.
5. You further acknowledge the importance of referring to the manufactured leaflet for the administration, precaution and potential side effects of the prescribed medication.

**WHAT IS MEDICAL ADVICE**

1. You understand that the only communications in the Service that constitute professional medical advice are the personalized messages the Provider sends you and any content linked therein, and the medical advice the Provider offers during a telehealth consultation.
2. You understand that no other content in the Service constitutes professional medical advice and is instead for information purposes only.

**PAYMENT POLICY**

1. You agree to pay Provider for the performance of the Services in accordance with the rates and fees specified by the Provider.
2. Provider reserves the right to deny non-emergency services if your account is delinquent.

**RIGHT TO WITHDRAW CONSENT**

1. You have the right to withdraw from this agreement or end the Service at any time without affecting your right to future treatment by Provider.

By clicking “Agree” below, you confirm that you have read and understood the Telehealth Consent Agreement and hereby accept all the terms and conditions contained herein.

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