



## Informed Consent to Receive Remote Healthcare from Freedom Health Center of Minnesota PLLC

The Freedom Health Center of Minnesota PLLC is referred to in this authorization as “The Clinic.”  
Brief Summary: Please read the full Informed Consent for important details.

- Telehealth provides access to Remote Healthcare Services, which does not allow for an in-person physical examination by the treating Provider.
  - The absence of an in-person physical examination may affect the Provider’s ability to diagnose any potential condition, disease, or injury and may not reveal potentially serious medical conditions.
  - Our Providers may not be able to diagnose or treat you (or your child, if you are consenting on behalf of your minor child) if you (or your minor child, as applicable) present with potential symptoms or conditions that we do not treat remotely based on our medical policies and Provider judgment.
  - Providers may be limited by applicable law, regulations, policies, and standards in prescribing certain medications to you (or your minor child, as applicable) without first conducting an in-person physical examination.
- Care that you (or your minor child, as applicable ) receive is based on your symptoms and other information you provide or upload to Telehealth or share with your (or your minor child, as applicable) Provider(s) and care team. Information you provide using Telehealth must be true, accurate, and complete, and may serve as the basis of any diagnosis and treatment by our Providers.
- You may stop using the Remote Healthcare Services and choose alternative modes of care, such as an in-person visit, at any time.
- The Remote Healthcare Services may only be used when you (and your child, as applicable) are physically located in Minnesota (or another state our providers hold licensure/registration in).

Before you give your informed consent to request and receive healthcare services remotely (“Remote Healthcare Services”), on behalf of yourself or your minor child, please be aware of how obtaining health services from remotely licensed health care professionals affiliated with the Clinic (together, the “Providers”) differs from in-person care. Some of the risks associated with receiving Remote Healthcare Services are described in this Informed Consent. There may be other risks to Remote Healthcare Services that are not currently known.

In this Informed Consent, the terms “we”, “us”, or “our” refer to The Clinic and its affiliated Providers for Remote Healthcare Services. The terms “you” and “yours” refer to the individual requesting Remote Healthcare Services from Providers for himself/herself or for his/her minor child if consent is provided on the minor child’s behalf. Please read each item carefully.

### **Emergencies**

Telehealth should not be utilized in a medical emergency. If this is a medical emergency, dial 911 or visit an emergency room. If you (or your minor child, as applicable) are experiencing emotional distress or a mental health crisis, please contact the National Suicide Prevention Hotline: text 988 or text “Home” to 741-741, to obtain immediate assistance.

### **Service Description**

Telehealth is not a remote full-service medical practice. Your use of the Remote Healthcare Services offered through Telehealth is voluntary. You (and your minor child, as applicable) may seek in-person treatment at any time.

Telehealth is a Remote Healthcare Service, which does not allow for an in-person physical examination by the treating Provider. The absence of an in-person physical examination may affect the Provider's ability to diagnose any potential condition, disease, or injury and may not reveal potentially serious medical conditions. The diagnosis you (or your minor child, as applicable) receive may be limited. The Services are not intended in all cases to replace a full medical evaluation, or an in-person visit with a healthcare provider. Our Providers may not be able to diagnose or treat you (or your minor child, as applicable) if an in-person physical exam is required or a test that requires a follow-up visit, or if you (or your minor child, as applicable) present potential symptoms or conditions that we do not treat remotely based on our medical policies and provider judgment.

Providers may be limited by applicable law, regulations, policies, and standards in prescribing certain medications to you (or to your minor child, as applicable) without first conducting an in-person physical examination. Providers do not prescribe U.S. Drug Enforcement Administration controlled substances, such as those containing opioids. Providers reserve the right to deny care for actual or potential misuse of the Service.

The health information you provide through via Telehealth, and your (or your minor child, as applicable) may be the only source of information used by Providers during your evaluation and treatment. Providers may not have access to any other information held by other medical providers not affiliated with the Clinic. (e.g., allergies, drug reactions, etc.). Care that you receive is based on symptoms and other information you provide or upload to share with our Provider(s) and care team. Information you provide using Telehealth must be true, accurate, and complete, and may serve as the basis of any diagnosis and treatment by our Providers. If you provide false, misleading, or incomplete information to a Provider, it may have a negative effect on your (or your minor child, as applicable) treatment and your (or your minor child, as applicable) health. If you refuse to provide requested information, you may not be considered to be under the care of the Provider and the Provider may refuse to treat you (or your minor child, as applicable) (or continue to treat you or your minor child, as applicable).

A variety of alternative methods of medical care may be available to you (and your minor child, as applicable), including an in-person visit. You may stop using the Services and choose one or more of these alternative modes of care at any time.

Use of the Services may involve asynchronous communications, such as completing forms and messaging your care team, as well as direct virtual, synchronous, communications and the electronic transmission of medical information and other data between you and the Provider(s).

As part of the Remote Healthcare Services, you may not be able to select a specific Provider. Due to emergencies, scheduling, and other circumstances, there may be times that the Services are unavailable.

The Remote Healthcare Services may only be used when you (and your minor child, as applicable) are physically located in Minnesota (or any other state our providers hold licensure/registration in). Please notify our Provider immediately if at the time of the Remote Healthcare visit you (or your minor child, as applicable) are no longer located in the state of Minnesota (or any other state our providers hold licensure/registration in).

#### **Nature of Electronic Services**

The electronic nature of the Services means that there is a greater risk to the privacy of your (or your minor child, as applicable) electronic health information relative to receiving in-person care. For information about the privacy and security practices as well as our information sharing practices, please read our [Notice of Privacy Practices](#).

The information transmitted may not be sufficient (e.g. poor resolution of images) to allow for appropriate medical or healthcare decision making by the Provider. In addition, technical failures could lead to delays in evaluation or to information lost due to such technical failures.

If you are experiencing technical difficulties through Telehealth, you should immediately contact the

Clinic.

In connection with the Service:

- i. Data, chat text, audio, video, and/or digital photos may be recorded, added to your (or your minor Child, as applicable) medical record, stored permanently, and if requested released as authorized under law;
- ii. Details of your medical information may be discussed with you and the Providers via the Service using electronic technology, including chat, audio, video, and/or graphics technology;
- iii. Virtual examination of you may take place; and
- iv. Medical personnel and non-medical technical personnel may join the visit, virtually, to aid in delivery of medical care to you, or for the purpose of improving the Service.

All communications in either electronic or paper format from us to you will be considered to be in writing. Print or download a copy of this Informed Consent and any other electronic communication that is important to you for your records.

By clicking on the “I Agree,” “Accept,” “Continue,” or any similar button provided in connection with this Informed consent, you indicate your intent to receive electronic communications, and such action constitutes your signature.

You acknowledge and agree that (i) your consent is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act; and (ii) you and the Providers, and their affiliates, agents, representatives, suppliers, and service providers, intend that the Act apply to the fullest extent possible to validate the ability to conduct business and communicate with you by electronic means.

#### **Additional Consents**

You hereby consent to the use of telehealth to examine, consult, diagnose, or treat you (or your minor child, as applicable).

You further acknowledge and agree that:

- You are at least eighteen (18) years of age
- If you are consenting on behalf of your minor child, that (i) you are the parent or legal guardian of the minor child and have the right to seek Remote Healthcare Services on behalf of such minor child, and (ii) You will notify us immediately if, at any point in time, you are no longer authorized to access your minor child’s protected health information or do not have the right to consent to care on behalf of your minor child, due to court order or for any other reason.
- At the time of your visit(s), you (and your minor child, if applicable) will be located in the state of Minnesota (or another state our providers hold licensure/registration in).
- You have read and understood the information above, including the benefits, risks and limitations of using Remote Healthcare Services and you agree to receive services via telehealth.
- You are responsible for communicating with our provider from a private location to maintain your privacy and for security of the electronic device you use for such communications;
- Our Providers may determine that our clinical services are not appropriate for some or all of your (or your minor child, as applicable) treatment needs and may elect not to provide Services to you (or your minor child) through telehealth; and
- This Informed Consent will become a part of your (or your minor child, as applicable) medical record.

\_\_\_\_\_  
Patient’s name

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