

# Texas Neurology Tele-visit Terms and Conditions

The Texas Neurology Tele-visit Program affords patients the opportunity to complete Tele-visit appointments from the comfort of their own home or any appropriate internet access point. The program is open to select patients who meet the requirements to complete the tele-visit appointments.

Those requirements include:

1. Having the technology to support the Tele-visit.
2. Having been seen by a Texas Neurology provider within the last 12 months.

**At this time, insurance coverage may not be available for this service.** Each patient or patient's guarantor must complete the following acknowledgments:

If my insurance does not cover this service, I acknowledge that I waive my right to file a claim with my insurance carrier and will not request that my insurance be charged for this service at a later date.

If my insurance does not cover this service, I acknowledge that I have agreed to "self-pay" for these specific Tele-visit services provided to me through Texas Neurology, and I will be responsible for payment in full at the time of service via a credit card during the enrollment process.

I acknowledge that I have agreed to comply with the requirements of this program and understand that the selection to participate, and continued participation, is subject to the program requirements and periodic review by the treating provider, staff, and administration. The Texas Neurology provider reserves the right to refer me back to an in-person visit if conditions change or because of non-compliance.

I acknowledge that I have been informed that the charge for the tele-visit is \$75.00.

I acknowledge that I have read and understand the overview of the Tele-visit provided by Texas Neurology, and that I will provide the appropriate technology to complete the visit, and that this requirement is my responsibility, and that I can provide the equipment, connectivity, and software requirements.

I acknowledge that I should be in a secure environment (not a restaurant, lobby, etc.) for the visit, and that it is my responsibility to ensure the privacy of my information on my computer/device.

I acknowledge that I have read and understand the disclaimer, Healow terms and conditions, and privacy policy that apply to the Tele-visit made available through the Healow software platform.

I acknowledge that the provider conducting the Tele-visit is authorized to determine in advance or during the Tele-visit whether I am or remain eligible for this Tele-visit.

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## **DISCLAIMER**

### **Informed Consent and Terms of Use**

Please indicate your consent to and understanding of the terms and conditions of use of the Texas Neurology Tele-visit system before starting your interview with the provider.

**I ACKNOWLEDGE THAT TEXAS NEUROLOGY TELE-VISITS ARE FOR ROUTINE, NON-URGENT MEDICAL CONDITIONS, AND ARE NOT DESIGNED, INTENDED, OR APPROPRIATE TO ADDRESS SERIOUS, EMERGENT, OR LIFE-THREATENING MEDICAL CONDITIONS. I WILL NOT ATTEMPT TO USE MY TELE-VISIT TO ADDRESS THESE CONDITIONS. IF I AM HAVING A MEDICAL EMERGENCY, I WILL DISCONTINUE MY TELE-VISIT AND CALL 911 OR GO TO THE NEAREST EMERGENCY DEPARTMENT. IF I AM EXPERIENCING SIGNIFICANT PAIN, BREATHING TROUBLE, DEHYDRATION, OR ANY OTHER DISTRESS THAT REQUIRES IMMEDIATE OR URGENT ATTENTION, I WILL DISCONTINUE MY TELE-VISIT AND CALL 911 OR GO TO THE NEAREST EMERGENCY DEPARTMENT.**

I acknowledge that the Texas Neurology Tele-visit service cannot and is not intended to replace the relationships I have with the health care professionals who treat me.

I understand and acknowledge that my Tele-visit will establish a therapeutic clinician patient relationship and that my visit information will result in the creation of a medical record of the Tele-visit, if one does not already exist.

I acknowledge that I will be asked questions regarding the condition for which I am seeking medical care, and that I am obligated to answer questions truthfully. I agree that I will answer these questions completely and accurately and that, if I cannot understand a question or do not know the answer to a question, I will stop my Tele-visit and schedule an in-person visit.

I agree that if I am instructed to discontinue my Tele-visit and contact an available health care provider for any reason, I will do so. I also agree to carefully follow any instructions I receive through my Tele-visit and seek clarification of any instructions that I do not

understand.

I attest that I am a resident of AND located in the State of Texas at the time I start this Tele-visit interview.

I attest that I am at least 18 years of age, or, if this Texas Neurology Tele-visit interview is for a minor child, the child is at least 2 years of age, and I am the child's parent or legal guardian and am legally authorized to seek care on his or her behalf.

I acknowledge that Tele-visit is only available to established patients of Texas Neurology. For purposes of the Tele-visit, an "eligible patient" is an individual who is eligible under applicable state laws to be treated using electronic or advanced telecommunications technology.

I acknowledge that I have reviewed and agreed to the General Texas Neurology Tele-visit Terms of Service, and I understand the Texas Neurology Tele-visit Privacy Policy. I acknowledge that I am solely responsible for maintaining the safety and security of my login ID and password.

**Consent for treatment:**

I hereby consent to the use of the information I supply as part of the Tele-visit interview by physicians, non-physician advanced practice clinicians (e.g. nurse practitioners, physician's assistants and other advanced clinicians licensed to provide health care services in the State of Texas), and/or other specialists to assess my condition and recommend an appropriate course of care. I understand that I will have a chance to discuss and / or refuse the care recommended by my Tele-visit provider. I acknowledge that Tele-visit providers cannot guarantee any specific results or ensure that all of concerns will be resolved during my Tele-visit. I understand that my Tele-visit provider is not able to provide care for all conditions, and I may need to schedule an in-person appointment with a provider. I further understand that I should schedule an in-person appointment with a physician in the event my symptoms do not resolve within 72-hours following this Tele-visit. I further acknowledge and reaffirm that the general consent for treatment I have signed within the last twelve months is on file with Texas Neurology.

I acknowledge that I am an established patient of Texas Neurology and an "eligible patient" for a Tele-visit. The requirements for an "eligible patient" include having the technology to support the Tele-visit, displaying or having medical conditions (as determined by the physician/specialist) that would allow for appropriate care via an Tele-visit appointment, having established care with the physician/specialist performing the Tele-visit, and maintaining one in-person visit with this medical professional every twelve months.

## **Electronic health record:**

The Tele-visit uses shared electronic health records. This allows care providers using this record to store, update, and use my health information when needed at the time I am seeking care. The electronic health record allows better access to my health information, leading to better coordination and quality of care. This shared electronic health record is a secure system. For a list of the health care providers who use this shared electronic health record, please contact Texas Neurology at the phone number listed below. I understand that if I require a copy of my Tele-visit electronic health record, I may access my record at any time.

I acknowledge that any care provider who uses the shared electronic record may access and use my health records as needed to provide treatment (including coordinating my care), to improve the quality of care, and in accordance with the Texas Neurology Notice of Privacy Practices.

If I have questions about or concerns with any part of this consent, I will call the number below to discuss them. The authorizations on this form will remain valid until I revoke (withdraw) them in writing or until the law states they have expired. However, any actions already taken in reliance upon these authorizations will remain valid (I cannot undo actions that were taken while my consent was valid).

I may get help with this process at any time by contacting (214) 827-3610.

By clicking 'Accept,' I consent to and authorize the Texas Neurology Tele-visit medical provider to assess my symptoms and health, and recommend treatment if necessary.

I acknowledge that I am a resident of AND am presently located in the State of Texas at the time I start this Tele-visit. I also acknowledge that I have read and agreed to the Informed Consent and Terms of Use.

## **Texas Neurology / Healow Terms and Conditions**

Texas Neurology is pleased to offer you access to portions of your health information and the ability to communicate with your care team concerning your health information via the Internet using a secure electronic application called Healow. It is important for you to know how we handle information we communicate via the Internet. This Terms and Conditions statement outlines our practices and our sensitivity to your right to privacy.

As the person who signs this document, you agree to the following terms and conditions. If

you are signing this document as the authorized proxy for the patient, where "me" or "my" is used, those terms should refer to "the patient" or "the patient's," unless otherwise noted.

**Use of Healow for healthcare services:**

I agree that Healow should never be used to communicate urgent or emergent matters. Texas Neurology will make its best effort to provide a timely response to electronic inquiries. However, in some cases, the clinic staff who should respond to an electronic inquiry or other communication may not be immediately available; so I will allow at least two (2) business days for a response. Therefore, for all urgent or emergent matters that may immediately affect my health or well-being, I (or, in the case of Proxy, the patient) will, without delay, go to the nearest emergency department of a local hospital, and/or dial 911.

Furthermore, with respect to any electronic communications sent regarding the patient, I understand that Texas Neurology is only able to respond to such communications based on the information provided in the electronic communication. If insufficient information is provided, Texas Neurology will be unable to provide accurate and reliable service(s).

I understand that my Texas Neurology team may send me messages via Healow. These messages may contain information that is important to my health and medical care.

I understand that Healow contains selected, limited medical information from my medical record and that Healow does not reflect the complete contents of the medical record. I also understand that a paper copy of my medical record may be requested from the Health Information Management Department at Texas Neurology. I understand that access to my health information is for my use only, and that if I need a more detailed explanation of test results received via Healow, I will contact my Texas Neurology team.

By entering my valid and functional email address, I have authorized Texas Neurology to notify me of messages sent to the Healow Inbox. I will update my email address on Healow as needed. I agree not to hold Texas Neurology and health professionals under contract to Texas Neurology, liable for any loss, injury, or claims of any kind resulting from Healow messages that I fail to read in a timely manner.

I agree that all communication through Healow will be in regard to my own health condition(s). I understand that the contents of any message may be stored in my permanent medical record. I understand that asking for advice on behalf of another person could potentially be harmful (unless Proxy access has been granted by that person) and is a violation of the Healow terms of use. Texas Neurology does not assume any responsibility for health information or services used by persons other than the Healow account holder (the individual with access to a Healow account).

I understand that my activities within Healow may be tracked by computer audit and that entries I make may become part of my medical record.

### **Healow ID and password:**

I understand that I will create a unique identification (ID) code and password to be used to access my health information via Healow. I understand that this ID and password are unique codes that identify me in the Healow computer system. Inquiries and entries that I make via Healow will be logged with my identity. I understand that it is extremely important that I keep the ID and password that I use to access Healow completely confidential. If at any time I feel that the confidentiality of my password has been compromised, I will change it by going to the password link on the Healow website. I understand that Texas Neurology takes no responsibility for and disclaims any and all liability or consequential damages arising from a breach of medical record confidentiality resulting from my sharing or losing my password. If Texas Neurology discovers that I have inappropriately shared my password with another person, or that I have misused or abused my Healow access privileges in any way, my participation in Healow may be discontinued by Texas Neurology without prior notice.

### **Verification of identity:**

I understand that my enrollment in Healow is contingent on verification of my identity either in person by Texas Neurology staff or based on comparison of my signature below, with the signature on my registration sheet in my Texas Neurology Medical Record.

### **Minor eligibility:**

An individual must be age 18 years or older to request a personal account, unless that individual has the right under Texas law to consent for his/her entire health care. Parents or guardians of minor children (less than 18 years old) may request access to his/her minor child's account by following the terms outlined in the "Proxy Access" section of this Terms and Conditions statement.

There are certain types of medical information that the parent or guardian of a minor patient 14 years of age or older may not view. If your child is between the ages of 14 through 17 years you will be granted partial access to your child's Healow record (e.g. appointment scheduling, immunizations). Thus, when a minor patient reaches 14 years of age, access will be changed to limited access until the minor patient reaches 18 years of age at which time the proxy access will be revoked, and the patient will be provided the opportunity to grant proxy access.

### **Proxy access:**

An adult may request proxy access to another individual's Healow account by completing the Proxy Access portion of the Healow Consent Form and submitting it to Texas Neurology. Such access will only be granted if the other individual (e.g., the patient) authorizes the proxy's request for access.

Once a Healow account is activated for both the proxy and the account holder, the account holder must inform Texas Neurology immediately if the proxy's legal relationship with the account holder changes.

### **E-mail privacy:**

Patients who are users of Healow should be aware that they will be notified via e-mail when there is new medical information to be viewed on Healow. This means that any person with access to a patient's e-mail will be able to see this notification. This could include the patient's spouse, employer, or anyone else who can access the patient's e-mail account. Although no private medical information will be sent, the notification that new medical information is available by accessing Healow may be information that a patient would not want others to know. Thus, the patient should take this into account when providing an e-mail address.

Please know that if you send us an e-mail communication, it may be shared with Texas Neurology staff who assist the medical team in providing the patient's medical care. A patient's confidential medical information on Healow will be accessible to appropriate staff.

### **Security and confidentiality:**

We afford the same degree of confidentiality to medical information stored on Healow as is given to medical information stored by Texas Neurology in any other medium. Texas Neurology is committed to protecting the confidentiality of your (or in the case of Proxy, the patient's) medical information. We limit Texas Neurology staff's access and ability to enter or view information based upon their role in your care. Firewalls, passwords, encryption, and audit trails are further used to safeguard your information. We shall identify the records released and note the time and date of access each time an account holder accesses Healow. We have taken steps to make information received from an account holder secure against unauthorized access and use.

### **Disclaimer:**

I understand that Texas Neurology takes no responsibility for and disclaims any and all liability arising from any inaccuracies or defects in software, communication lines, virtual private network, the internet or my internet service provider (ISP), access system, computer hardware or software, or any other service or device that I use to access Healow. I

understand that Healow may not be available to me all the time due to system failures, back-up procedures, maintenance, or other causes beyond the control of Texas Neurology. Access is provided on an "as-is, as-available" basis, and Texas Neurology does not guarantee that I will be able to access Healow at any particular time. During times when Healow is unavailable, other communication methods (e.g., telephone) should be used to access Texas Neurology.

By signing this agreement, I acknowledge that I am requesting access to portions of my health information and the ability to communicate with my Texas Neurology team concerning my health information via the Internet using a secure electronic application called Healow.

I understand that access to Healow is provided by Texas Neurology as a convenience to its patients and that Texas Neurology has the right to deactivate access to Healow at any time for any reason. I understand that use of Healow is voluntary and I am not required to use Healow or to authorize a Healow proxy.

I acknowledge that this form has been fully explained to me (as Proxy), I have read it or have had it read to me (as Proxy), my (as Proxy) questions have been answered to my satisfaction, and I understand and agree to its contents.

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Patient or Parent/Guardian Signature

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Date