MoZaic Care

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Athena Telehealth Terms of Use and Informed Patient Consent

Telehealth involves the use of live audio-video electronic communications to deliver health care services to patients while the health care provider (the "Provider") is located at a physical location different from the patient receiving the health care services (the "Telehealth Services"). Telehealth Services can improve patient care by offering an efficient medical evaluation and improved access to medical care.

By participating in Telehealth Services via the athenaTelehealth tool, I acknowledge that:

1. The Provider will be at a different physical location than me.
2. It is my responsibility to provide accurate, complete, and current information about me and my health condition(s) to the Provider while receiving Telehealth Services.
3. I understand that I must be in the Unites States during my Telehealth appointment.
4. I am responsible for all charges (a) that I may incur from my mobile or internet service provider, as applicable, when receiving Telehealth Services; and (b) that are not covered by my insurance or third-party payor, including any applicable deductibles, co-payments and co-insurance that apply to Telehealth Services. It is my responsibility to determine whether my insurance covers Telehealth Services.
5. I can withhold or withdraw consent to receive Telehealth Services at any time without affecting my right to future care or treatment, and I may terminate Telehealth Services at any time.
6. Unless otherwise prohibited by applicable law, to the extent any part of Telehealth Services is recorded, including my voice, image, or any information about me or the health care services I received through Telehealth Services, I acknowledge and consent to such audio and video recording.
7. The Provider has made reasonable and appropriate efforts to eliminate any confidentiality risks associated with Telehealth Services. I am also responsible for mitigating any risks to my privacy or confidentiality stemming from the location or circumstances of my participation in Telehealth Services (e.g., joining the telehealth encounter from a quite space, ensuring others do not overhear my conversation or see my computer or mobile device screen). All existing confidentiality protections under federal and state law apply to my information disclosed during Telehealth Services.
8. The Provider may use, share, or disclose my health information for reimbursement purposes, with other healthcare providers for treatment purposes, or for any other purposes in accordance with the Provider's Notice of Privacy Practices and as permitted by applicable law.
9. All existing laws regarding access to my medical information apply to Telehealth Services. All of my medical information transmitted during Telehealth Services may be incorporated into my medical record and may be provided to other healthcare providers and entities for continuity of care purposes or as otherwise permitted under applicable law.
10. There are potential risks to using audio and visual technology for the purpose of a health care visit, including, but not limited to, interruptions, unauthorized access, technical difficulties, and call termination. I acknowledge and accept those risks, understanding there are alternatives to receiving Telehealth Services. Either me or the Provider can discontinue Telehealth Services if either of us determines that Telehealth Services are not right for my health care.
11. I understand and acknowledge that Telehealth Services are not intended to be, and do not act as, emergency services. If I am experiencing an emergency, I should not rely on Telehealth Services and instead should call 911.
12. If I have questions or concerns about Telehealth Services, it is my responsibility to contact the Provider. By participating in Telehealth Services, I acknowledge and agree that I have had sufficient opportunity to speak with the Provider and have no questions or concerns that would preclude me from participating.
13. I understand what it means to receive Telehealth Services and am legally authorized to acknowledge, agree, and consent to these athenaTelehealth Terms of Use and Informed Patient Consent (a) on behalf of myself for use of Telehealth Services in my medical care, and/or (b) on behalf of any other individual(s) that will be receiving Telehealth Services for their medical care during this healthcare encounter.

By joining the telehealth encounter and receiving Telehealth Services through the athenaTelehealth tool, I represent that I have read, understand, and agree to these athenaTelehealth Terms of Use and Informed Consent; I have been advised of the potential risks, benefits, and alternatives of Telehealth Services; I have been given the opportunity to ask questions and have no remaining questions at this time, and I hereby give my informed consent for the use of Telehealth Services in my medical care and/or the medical care of the individual(s) that will be using Telehealth Services, as applicable.

☐ **I certify that I will be in California at the time of my video or phone appointment.**

Patient Legal Name: ..... Date: .....

Patient Signature: .....

Parent or Guardian Signature: ..... Date: .....
A parent of guardian must sign if the patient is under 18 years of age, except if the patient is an emancipated minor.