

# J&R Pediatrics

Direct Primary Care Pediatrics

## J&R Pediatrics Telehealth

### TERMS OF USE, INFORMED CONSENT AND DISCLAIMER

**IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL “911” IMMEDIATELY.**

## Disclaimers

- J&R Pediatrics is not an insurance product or a prescription fulfillment warehouse.
- J&R Pediatrics does not replace the existing primary care physician relationship.
- Medical services rendered by J&R Pediatrics physicians are subject to their professional judgment.
- J&R Pediatrics does not guarantee that a prescription will be written.
- J&R Pediatrics physicians do not prescribe DEA controlled substances, lifestyle medications, non-therapeutic drugs and certain other drugs which may be harmful because of their potential for abuse.
- J&R Pediatrics physicians reserve the right to deny care for potential misuse of services.
- J&R Pediatrics phone / video consultations are available depending on physician availability.
- J&R Pediatrics and the J&R Pediatrics logo may not be used without written permission.
- If you are under 18, you may use the J&R pediatrics Telehealth Services only with involvement of a parent or guardian.

### Electronic Communications

When you use J&R Pediatrics telehealth services and send emails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically. You agree that (a) all agreements and consents can be signed electronically and (b) all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such notices and other communications be in writing.

If you submit, upload, post or transmit any health information, medical history, conditions, problems, symptoms, personal information, consent forms, agreements, requests, comments, ideas, suggestions, information, files, videos, images or other materials to us or our Site, you

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agree not to provide any User Information that (1) is false, inaccurate, defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets or intellectual property rights of any person or entity, or (3) contains or transmits a virus or any other harmful components. You agree not to contact other site users through unsolicited email, telephone calls, mailings or any other method of communication. You represent and warrant to J&R Pediatrics that you have the legal right and authorization to provide all User Information to J&R Pediatrics for use as set forth herein and required by J&R Pediatrics and the Provider.

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or account which the user is not authorized to access; or (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Site or any portion thereof without authorization, in violation of these Terms of Use or in violation of applicable law.

Telehealth involves the use of electronic communications to enable J&R Pediatrics at different locations to share individual patient medical information for the purpose of improving patient care. Telehealth services also include tele-pharmacy, prescription refills, appointment scheduling. The information may be used for diagnosis, therapy, follow-up and/or education, and may include any combination of the following: (1) patient medical records; (2) medical images; (3) live two-way audio and video; (4) interactive audio; and (5) output data from medical devices and sound and video files.

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.

Primary responsibility for your medical care should remain with your local primary care doctor, if you have one, as does your medical record.

## Expected Benefits:

- Improved access to medical care by enabling you to remain in your local healthcare site (i.e. home) while the provider consults at distant/other sites.

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- More efficient medical evaluation and management.

## Possible Risks:

- Delays in medical evaluation and treatment could occur due to deficiencies or failures of the equipment and technologies.
- In rare events, the provider may determine that the transmitted information is of inadequate quality, thus necessitating a rescheduled telehealth consult or a face-to-face meeting with your local primary care doctor.
- In very rare events, security protocols could fail, causing a breach of the privacy of personal medical information.
- In rare events, a lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other judgment errors.

By checking the box associated with "Informed Consent", you acknowledge that you understand and agree with the following:

1. I hereby consent to receiving J&R Pediatrics's services via telehealth technologies. I understand that J&R Pediatrics telehealth services do not replace the relationship between me and my primary care doctor. I also understand it is up to the J&R Pediatrics provider to determine whether or not my needs are appropriate for a telehealth encounter.
2. I have been given an opportunity to review the consulting provider's credentials.
3. I understand that federal and state law requires health care providers to protect the privacy and security of health information. I understand that J&R Pediatrics will take steps to make sure that my health information is not seen by anyone who should not see it.
4. I understand there is a risk of technical failures during the telehealth encounter beyond the control of J&R Pediatrics. I agree to hold harmless J&R Pediatrics for delays in evaluation or for information lost due to such technical failures.
5. I understand that I have the right to withhold or withdraw my consent to the use of telehealth in the course of my care at any time, without affecting my right to future care or treatment. I understand that I may suspend or terminate access to the service at any time for any reason or for no reason. I understand that if I am experiencing a medical emergency, that I will be directed to dial 9-1-1 immediately and that the J&R Pediatrics is not able to connect me directly to any local emergency services.
6. I understand video images and audio recordings of me may be captured and stored electronically. I understand that these recordings may be later viewed and used for purposes of evaluation and training, which may include J&R Pediatrics non-physician personnel and students. I understand and consent to the use of these images and audio

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recordings for the telehealth consultation and, potentially, evaluation, education and training.

7. I understand that I may expect the anticipated benefits from the use of telehealth in my care, but that no results can be guaranteed or assured.
8. I understand that my healthcare information may be shared with other individuals for scheduling and billing purposes. People may be present during the consultation other than the J&R Pediatrics provider in order to operate the telehealth technologies. I further understand that I will be informed of their presence in the consultation and thus will have the right to request the following: (1) omit specific details of my medical history/examination that are personally sensitive to me; (2) ask non-medical personnel to leave the telehealth examination; and/or (3) terminate the consultation at any time.
9. I understand that I will not be prescribed any Drug Enforcement Agency (DEA) controlled substances or lifestyle medication nor is there any guarantee that I will be given a prescription at all.
10. I understand that if I participate in a consultation, that I have the right to request a copy of my medical records which will be provided to me at reasonable cost of preparation, shipping and delivery.
11. I understand that in the event of any problem with the website or related services, I agree that my sole remedy is to cease using the website or terminate access to the service. Under no circumstances will J&R Pediatrics or any J&R Pediatrics subsidiary or affiliate be liable in any way for the use of telehealth services, including but not limited to, any errors or omissions in content or infringement by any content on the website of any intellectual property rights or other rights of third parties, or for any losses or damages of any kind arising directly or indirectly out of the use of, inability to use, or the results of the use of the website, and any websites linked to the website, or the materials or information contained on any or all such websites. I agree that I will not hold J&R Pediatrics, its subsidiaries or affiliates liable for any punitive, exemplary, consequential, incidental, indirect or special damages (including, without limitation, any personal injury, lost profits, business interruption, loss of programs or other data on my computer or otherwise) arising from or in connection with your use of the website whether under a theory of breach of contract, negligence, strict liability, malpractice or otherwise, even if we or they have been advised of the possibility of such damages.
12. I understand that J&R Pediatrics makes no representation that materials on this website are appropriate or available for use in any other location. I understand that if I access these services from a location outside of the United States, that I do so at my own risk and initiative and that I am ultimately responsible for compliance with any laws or regulations associated with my use.