

	Name:  CSN:  Date of Service:
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## Mass General Brigham Virtual Care Informed Consent

This “**Virtual Care Informed Consent**” informs you about the treatment methods, benefits, risks, and limitations of using a virtual care platform during this visit or a future visit. Virtual care (also known as “telehealth” and “telemedicine”) is the use of secure electronic communications, information technology, or another communication method between you and your Provider at different locations to share and discuss information about your health as part of your medical care.

### **Services Provided:**

Virtual care services are offered by Mass General Brigham, and its affiliated entities (“**Mass General Brigham**”), and by Mass General Brigham’s providers (our “**Providers**” or your “**Provider**”). Virtual care services may include a patient consultation, diagnosis, treatment recommendation, prescription, or a referral to in-person care, as determined appropriate by your Provider (the “virtual care services”).

### **Electronic Transmissions:**

The types of electronic transmissions that may occur using Mass General Brigham’s virtual care platforms include, but are not limited to:

- Appointment scheduling;
- Completion, exchange, review, and updating of medical intake forms and other information related to your care;
- Virtual consultation with your Provider;
- Delivery of a consultation report with a diagnosis, treatment and/or prescription recommendation, as determined appropriate by your Provider; and
- Other electronic transmissions for the purpose of providing clinical care to you.

### **Treatment Methods:**

Your virtual care services may be delivered in one, or a combination of, the following methods:

- **Two-way audio and video (such as Virtual Video Visits):** You and your Provider will communicate live through audio and video at the same time.
- **Two-way interactive audio (such as Virtual Interactive Audio-Only Visits):** In some instances, we may use an audio-only method, if appropriate for your visit and allowed under law and regulation.
- **Store-and-forward (such as eVisits and eConsults):** You or your Provider will electronically upload and send medical information, such as digital images, output data from medical devices, sound and video files, diagnostic results, or lab test results for a review by your Provider or another clinician at a later time. That provider will electronically report back their evaluation, diagnosis, and treatment recommendation.

### **Medical Emergencies:**

- **OUR PROVIDERS DO NOT ADDRESS MEDICAL EMERGENCIES THROUGH VIRTUAL CARE. IF YOU BELIEVE YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL 9-1-1 AND/OR GO TO THE NEAREST EMERGENCY ROOM.**

### **Expected Benefits:**

- Improved access to care by allowing you to remain in your preferred location while speaking with your Provider.
- Convenient access to follow-up care.
- Quick and easy access to your medical record through Patient Gateway.

**Possible Risks:**

Possible Risks may include, but are not limited to:

- Delays in evaluation and treatment could occur due to deficiencies, disruptions or failures of the equipment and technologies, or provider availability.
- In rare events, your Provider may find that the quality of the medical information is not enough. Your virtual care service may be rescheduled or an in-person meeting may be needed.
- In rare events, security protocols could fail, causing a breach of privacy of personal medical information.

**Service Limitations:**

- The primary difference between virtual care and direct in-person service delivery is the inability of your Provider to perform an in-person medical examination or otherwise have direct, physical contact with you, and in the case of audio-only communications, to see you.. Accordingly, some clinical needs may not be appropriate for virtual care services and your Provider will make that determination.
- Our virtual care Providers are an addition to, and not a replacement for, your local primary care provider. Your primary care provider should remain responsible for your overall medical care. If you do not have a primary care provider, we strongly encourage you to find one.
- Mass General Brigham has in-person facility locations. If you are interested in an in-person appointment, please contact your Provider's office to schedule an appointment.
- If your virtual visit gets disconnected due to a technological or equipment failure please call your Provider's office right away.

**Security Measures:**

Your privacy is important to us and we endeavor to protect your personal information. The electronic communication systems we use for virtual video visits, eVisits, and eConsults have industry standard network and software security protocols in place that are intended to protect the confidentiality of your personal health data.

MASS GENERAL BRIGHAM DOES NOT CONTROL THE DEVICES OR COMPUTERS OR THE INTERNET OVER WHICH YOU MAY CHOOSE TO ENTER CONFIDENTIAL OR PERSONAL INFORMATION AND CANNOT, THEREFORE, PREVENT INTERCEPTIONS OR COMPROMISES TO YOUR INFORMATION WHILE IN TRANSIT TO MASS GENERAL BRIGHAM.

**Patient Acknowledgments:**

I further acknowledge and understand the following:

1. I may be responsible for all or a portion of the cost of virtual care services depending on my insurance coverage; I understand that not all virtual care services are covered by all health plans and I should contact my insurance carrier to determine the specific amount for which I am responsible.
2. Before my virtual visit, I will be given an opportunity to select a Provider or choose a visit with the next available Provider. I will also be given my Provider's credentials.
3. I may choose to receive virtual care services to the extent clinically appropriate and offered by my provider. My Provider will determine whether my medical condition being diagnosed or treated is appropriate for virtual care services. If my Provider determines it is not, my Provider will refer me to in-person care.
4. I have the right to opt-out, refuse, withhold or withdraw my consent to use virtual care at any time. It will not affect my right to future care or treatment. Any program benefits I am entitled to cannot be taken away.
5. I may choose to seek services at an in-person location as an alternative to receiving virtual care services.
6. My virtual visit will not be recorded without my consent. I have the right to object to videotaping or other recording of a virtual care encounter. If I later decide to opt out of recording, I understand I can notify my Provider of this preference. I agree that I will not record any sessions without the consent of my provider(s) and any other participants and I will inform my provider(s) if anyone else is present during my virtual care encounter. I can access information about my Provider's license, credentials, and related information on the Mass General Brigham website; if my provider's information is missing or incomplete I can contact my Provider's office for this information.
7. If I need to receive non-emergent follow-up care related to my treatment, I can contact my Provider's office to schedule an appointment.

8. Federal and state law requires health care providers to protect the privacy and the security of health information. I am entitled to all confidentiality protections under applicable federal and state laws. I understand all electronic communications and medical reports resulting from the virtual care services are part of my medical record. I understand the same confidentiality protections that apply to my other medical care also apply to the virtual care services.
9. Virtual care may involve electronic communication of my personal health information, for treatment purposes, to other health care providers, who may be in other areas, including out of state.
10. Other staff members may be present during the virtual visit other than my Provider in order to operate the virtual care technologies, for translation services, and/or as part of the clinical care team. If another person is present with my Provider during the virtual visit, my Provider will tell me of the individual's presence and their role. I may refuse anyone from any site during my virtual visit.
11. There is a risk of technical failures during the virtual care service beyond the control of Mass General Brigham and my Provider.
12. By participating in a virtual visit, I understand that some parts of the services involving tests, such as labs or bloodwork, may be done at another location such as a testing facility, at the direction of my Provider.
13. My Provider will explain my diagnosis and its supporting evidence, as well as my treatment options and their risks and benefits.
14. I have the right to request a copy of my medical records. I can request to obtain or send a copy of my medical records to my primary care or other designated health care provider by contacting my Provider's office or through Patient Gateway.
15. It is necessary to provide my Provider a complete, accurate, and current medical history. I understand that I can log into Patient Gateway [patientgateway.massgeneralbrigham.org] at any time to access, ask to amend or add to my medical record, or review my personal health information or to provide feedback regarding the quality of the Mass General Brigham virtual care platforms and services.
16. There is no guarantee that I will be given a prescription for medicine. My Provider will use professional judgement to decide if a prescription is appropriate for me. If my Provider issues a prescription, I have the right to select the pharmacy of my choice.
17. My Provider has the right to refuse to provide medical care if for any reason using professional judgment my Provider thinks there is a potential misuse, including medically or ethically inappropriate use of, the virtual care services.
18. Some Mass General Brigham Providers have relationships with companies that make drugs, devices, and technology that may be used or recommended in providing care to you. If you have any questions about this, you can ask your Provider for more information.
19. Additional Provisions:
  - By signing this form, I am allowing the Provider to collect, use, and transmit my personal information.
  - I can review Mass General Brigham's Privacy policy here:  
<https://www.massgeneralbrigham.org/notices/hipaa>
  - I understand that Mass General Brigham may not be permitted to comply with a request to correct or delete personal information due to regulations governing medical records, including HIPAA; it will, however, consider any such request in light of such regulatory obligations.

**Additional State-Specific Consents:** The following consents apply to you when you are located in the states listed when accessing Mass General Brigham's virtual care platforms for the purposes of participating in virtual care services:

**Connecticut:**

I agree that my virtual visit encounter summary may be shared with my primary care provider and/or referring provider for treatment purposes. I understand that Connecticut has temporary flexibilities in place for accessing and using telehealth impacting, for example, (a) my ability to utilize certain telehealth modalities within Mass General Brigham's virtual care platforms, including audio-only telephone, (b) my insurance coverage of, and payment obligations associated with, telehealth services rendered by my Mass General Brigham healthcare providers, and (c) my healthcare

provider's/providers' requirement to offer me patient financial assistance due to my inability to pay for telehealth services, if applicable, after evaluating whether my health coverage (i) is fully insured, not fully insured, or is provided through the Connecticut Medical Assistance Program and (ii) includes telehealth services. I have been informed of the treatment methods and limitations of treatment when using a telehealth platform, including, but not limited to, such flexibilities allowing me to access and use telehealth for a limited duration of time, and I consent to using Mass General Brigham's virtual care platforms.

**Maine:**

I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, <https://www.maine.gov/md/complaint/file-complaint>.

MaineCare will pay for the MaineCare member's transportation to MaineCare Covered Services pursuant to Section 113 of the MaineCare Benefits Manual ("Non-Emergency Transportation Services") if in-person services are necessary.

**New Hampshire:**

I agree that my virtual visit encounter summary may be shared with my primary care provider and/or referring provider for treatment purposes. Mass General Brigham has made a copy of the New Hampshire Patients' Bill of Rights available to me.

**Rhode Island:**

I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, <https://health.ri.gov/complaints/>.

**Vermont:**

I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, <https://www.healthvermont.gov/health-professionals-systems/board-medical-practice/file-complaint>; Or, the Vermont Board of Osteopathic Examiners' website, <https://sos.vermont.gov/opr/complaints-conduct-discipline/>.

I agree that my virtual visit encounter summary may be shared with my primary care provider and/or referring provider for treatment purposes.

**Patient Informed Consent**

By signing here, I acknowledge that I have carefully read, understand, and agree to the terms of this "VIRTUAL CARE INFORMED CONSENT" and consent to receive the virtual care services.

**Printed Name:**\_\_\_\_\_.

**Patient/Legal Surrogate Decision Maker Signature :**