

Informed Consent to Medical and Telehealth Services

Last Updated December 30, 2020

CONSENT FOR MEDICAL TREATMENT

I, or the patient's duly authorized representative, do hereby voluntarily consent to and authorize medical care and treatment by Hawaiki Telehealth, LLC d/b/a NIU Health ("NIU Health") through its individual physicians, employees, and/or agents. This care and treatment encompass all diagnostic and therapeutic treatments considered necessary or advisable in the judgment of the healthcare provider at NIU Health. This consent is a means to obtain your permission to perform the evaluation necessary to identify the appropriate treatment and/or procedure for any identified condition(s). I acknowledge that no guarantees have been made to me as to the result of treatment or examination(s) performed by the Healthcare provider at NIU Health

CONSENT TO USE OF TELEHEALTH

I further agree to NIU Health's Telehealth related practices as part of my medical care and treatment. Telehealth provided by NIU Health involves the use of electronic communications to enable health care providers at different locations to share individual patient medical information for the purpose of improving patient care. These Telehealth services may also include non-clinical services such as patient education, chart review, remote prescribing, appointment scheduling, and health information sharing, NIU Health's associated providers may include primary care practitioners, specialists, and/or subspecialists. The information may be used for diagnosis, therapy, follow-up and/or education, and may include any of the following:

- Patient medical records
- Medical images
- Live two-way audio and video
- 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.

I further understand the following:

Expected Benefits of Telehealth:

- Improved access to care by enabling you to remain in your home while the Group provider consults and obtains test results at distant/other sites.
- More efficient care evaluation and management.
- Obtaining expertise of a specialist as appropriate.

Possible Risks:

- Delays in evaluation and treatment could occur due to deficiencies or failures of the equipment and technologies.
- In rare events, our provider may determine that the transmitted information is of inadequate quality, thus necessitating a rescheduled Telehealth consult or a meeting with your local primary care doctor.
- In very rare events, security protocols could fail, causing a breach of 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.

HIPAA PRIVACY RULE

The HIPAA Privacy Rule permits a covered entity to disclose the protected Health information (PHI) of an individual who has been infected with, or exposed to (e.g. COVID-19) with law enforcement, paramedics, other first responders, and public health authorities without the individual's HIPAA authorization; when the disclosure is needed to provide treatment. For example, HIPAA permits a covered entity, such as NIU Health, to disclose PHI about an individual who tests positive for COVID-19 in accordance with State law requiring the reporting of confirmed or suspected cases of infectious disease to public Health officials. This is to notify a public health authority in order to prevent or control spread of disease (such as the Centers for Disease Control and Prevention (CDC), or state public health departments) that is authorized by law to collect or receive PHI for the purpose of preventing or controlling disease, injury, or disability, including for public health surveillance, public health investigations, and public health interventions.

AUTHORIZATION FOR DISCLOSURE OF HEALTH INFORMATION

I authorized the release or receipt of and disclosure of any and all medical information related to my treatment and care, to or from any other health care provider who may be assisting providing medical care and treatment for me, and/or assisting in any reimbursement or benefits to which I may be entitled.

By clicking the button titled "I Agree and Consent", you acknowledge that you understand and agree with the following:

1. I understand that the laws that protect privacy and the confidentiality of medical information including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Hawaii Health Care Privacy Protection Act apply to NIU Health's providers' medical treatment and telehealth practices, and that no information obtained in the course of NIU Health's medical treatment which identifies me will be disclosed to researchers or other entities without my consent. I understand that NIU Health's providers will take steps to make sure that my health information is not seen by anyone who should not see it.

2. I understand that telehealth may involve electronic communication of my personal medical information to other health practitioners who may be located in other areas, including out of state.
3. I understand there is a risk of technical failures during the telehealth encounter beyond the control of NIU Health's providers. I agree to hold harmless NIU Health and NIU Health's providers for delays in evaluation or for information lost due to such technical failures.
4. 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 use of the telehealth services 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 NIU Health's providers are not able to connect me directly to any local emergency services.
5. I understand that I have the right to inspect all information obtained and recorded in the course of medical treatment and telehealth interaction conducted by NIU Health's providers, and may receive copies of this information for a reasonable fee.
6. I understand that a variety of alternative methods of medical care may be available to me, and that I may choose one or more of these at any time. My provider has explained the alternatives to my satisfaction.
7. I understand that it is my duty to inform my provider of electronic interactions regarding my care that I may have with other healthcare providers.
8. 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.

I have reviewed this form, or had it read to me, and I certify that I fully understand and accept its contents, my rights and responsibilities, unless noted. I agree to signing this Consent form by clicking the designated box titled "I Agree and Consent", and am authorizing the use and disclosure of all information as outlined above.

Emergency Situations

If there is an emergency situation, telemedicine is not an appropriate method of care.
IN CASE OF AN EMERGENCY, YOU SHOULD SEEK IMMEDIATE MEDICAL ATTENTION OR
EMERGENCY CARE BY CALLING 911.

Indemnification

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE PROVIDER, ITS EMPLOYEES, AGENTS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, OFFICERS, REPRESENTATIVES, ASSIGNS,

PARENTS, PREDECESSORS, AND SUCCESSORS FROM AND AGAINST ANY AND ALL LOSS OR DAMAGE, INCLUDING ANY AND ALL INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EXPENSES, LIABILITIES, CLAIMS, OR DEMANDS WHATSOEVER ARISING OUT OF OR RELATED TO ANY FAILURE OF TECHNOLOGY OR EQUIPMENT IN CONNECTION WITH THE PROVISION OF TELEMEDICINE, WHETHER OR NOT ANY SUCH LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM, OR DEMAND ARISES FROM OR RELATES TO THE PROVIDER'S NEGLIGENCE.