

Addendum to the Telehealth Patient Consent

Use of Patient's Personal Mobile Device

Patient Orientation

Patient Personal Mobile Device Vulnerabilities

While the University of New Mexico takes every precaution to ensure the security of Telehealth applications that we provide, because we do not manage your personal mobile device (PC, Mac, Tablet, Smartphone, etc.), we cannot foresee the risks that they present. For example, while the Telehealth application that runs on your smartphone is secure, there are many other applications that are installed on that same device which have not been reviewed for security. Further, by visiting websites your smartphone may have been “infected” with malicious “malware” that can capture audio, images, key strokes, contacts, and data.

Therefore, by participating in this UNM Telehealth program, you acknowledge that your personal mobile device presents risks, and accept responsibility for those risks and the management of you device.

What can I do to minimize risk to the security of my mobile device?

- The most important measure is to use password protection that is not shared with anyone else, and being careful with any sharing of that device.
- Be careful about allowing storage of passwords.
- Be sure that your device is current on updates sent out by device and application makers (Microsoft, IOS, etc.).
- Be aware of what data is being automatically backed-up from your device into the cloud.
- Sometimes saved data cannot be truly erased.
- Be careful with the connectivity that your mobile device is using. Publicly shared WiFi is not secure.

Telehealth User Agreement

IMPORTANT: TELEHEALTH SERVICES ARE NOT FOR EMERGENCIES. IF YOU HAVE AN EMERGENCY, CALL 911 OR YOUR LOCAL EMERGENCY SERVICE.

Please read this entire Telehealth User Agreement (the "Agreement") carefully. This Agreement applies to any connection to the use of a telehealth services provided by the Regents of the University of New Mexico, for its public operation known as the Health Sciences Center (“UNMHSC”), the UNM Medical Group, Inc., a New Mexico non-profit and University Research Park and Economic Development Act corporation (“UNMMG”), and/or UNM Sandoval Regional Medical Center, Inc., a New Mexico non-profit and University Research Park and Economic Development Act corporation (“SRMC”) (For the purposes of this Agreement, UNMHSC,

UNMMG, and SRMC are collectively referred to as “UNM”), any remote interaction with any employee, medical staff, consultant, or other UNM personnel, and doing so constitutes acceptance of this Agreement. Any permission to use the Services as defined in Section 1 below provided by UNM is valid only with the condition that you accept all of the terms contained in this Agreement. By connecting to or using the Services , conducting any remote interaction with any employee, medical staff, consultant, or other UNM personnel, or using equipment that operates or contains such Services , indicates your acceptance of this Agreement, and the terms and conditions outlined in this Agreement, and binds you and your minor children (collectively, "You" or "Customer") to this Agreement.

If You do not agree to all of the terms of this Agreement, then UNM will decline to provide the Services to You.

1. UNM provides certain on-line, health-related information and is a provider of technology that enables access to informational and medical services that are provided by the physicians and medical staff who are either UNM employees, or who have independently contracted to participate in the telehealth services of UNM, which may include but are not limited to patient and physician access to electronic medical and health record storage and retrieval, and patient-physician communications by secure audio, data, and/or video where available (the "Services").
2. The Services are not for emergencies. If You have an emergency, call 911 or your local emergency service. The Services are not authorized for use in critical safety or other applications or situations where any failure may reasonably be anticipated to result in bodily injury, loss of life, or catastrophic damage to property. If Customer uses the Services in any such applications or situation, Customer acknowledges that it is at Customer's sole risk. Customer will indemnify, defend and hold UNM and its suppliers harmless from and against any and all liabilities and costs arising out of or in connection with such use. Additionally, Customer understands that if Customer is not physically located in New Mexico, UNM's physicians may not be able to render medical advice unless UNM's physicians have a license to practice medicine in the jurisdiction where customer is located. In instances where Customer is located outside of New Mexico, the telehealth interaction may consist of a meet and greet, introduction, or general information sharing, but may not include a diagnosis or treatment plan.
3. Confidentiality. You have the right to be assured that all existing confidentiality protections apply to your telehealth consultation and related patient information. This includes protections assured through existing laws regarding patient access to medical information and copies of the record of your consultation.
4. Express Consent. By entering into this Agreement, You understand that if medical advice is provided, it may be delayed, distorted or inaccurate due to technology-related issues such as poor connectivity or image or sound quality. Additionally, your express consent is required to release any healthcare information relating to testing, diagnosis, and/or

treatment for HIV/AIDS, sexually transmitted diseases, psychiatric disorders/mental health, and/or alcohol abuse.

5. Patient Identifiable Images. Dissemination of any patient-identifiable images or information from telehealth interaction to researchers or other entities shall not occur without the patient or guardian's consent.
6. Trainees or Support Personnel – By entering into this Agreement, You understand that trainees or support personnel may be present during the telehealth consultation.
7. You represent that You are of legal age to agree to the terms and conditions set forth in these Terms and Conditions. Some Services, including, without limitation, access to the informational or diagnostic consultations, are not intended to be used by, and are not directed to, anyone younger than 18 years of age. If You register for, enroll for, purchase and/or engage in informational or diagnostic consultations, You represent You are at least 18 years of age. You represent that if You are acting on behalf of an entity, You have the authority to bind such entity.
8. You also represent that You are not a person barred from enrolling for and/or receiving Services under the laws of the United States or other applicable jurisdictions in which You may be located. Recognizing the global nature of the Internet, it may be possible to access and/or use the Services outside of the United States. In the event of such access and/or use, You agree to comply with all local rules regarding online conduct and transmission of information, including, without limitation, all applicable laws regarding the transmission of technical data exported from the United States or any other jurisdiction, and You acknowledge that UNM makes no representation or warranty that the Services, or any information transmitted via the Services, is lawful in any jurisdiction outside the United States.
9. Billing. Your Physician shall have the right to decide whether and how much to charge You in connection with use of the Software. If Physician, in his or her discretion, chooses to bill You or others for services using or relating to the Software, including but not limited to a certain fee per call or session, concierge or subscription fee, Physician shall be fully responsible for such billing and shall receive all corresponding revenue. UNM makes no guarantee of physician-patient interaction being covered by any third-party payor.
10. Refunds. If an electronic or other remote connection is disconnected for any technical reason or the signal becomes unintelligible, and the connection is not completed within a reasonable time, then You will not be charged.