

# **CONSENT TO TREATMENT**

**Telehealth Informed & Privacy Consent, Treatment, Medication History, Laboratory & Supplement Services, Electronic Communications, Financial Agreement, and Membership Services**

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## **1. Informed Consent for Telehealth Services**

### **Introduction:**

Telehealth is the use of electronic communication to deliver healthcare services remotely. This includes the collection, storage, and review of my health information through an **asynchronous (not in real-time)** method.

### **Nature of Asynchronous Telehealth Services:**

- I will provide medical history, symptoms, and other necessary information through a secure platform.
- A licensed healthcare provider will review my information and respond within a designated timeframe.
- This service is not in real-time; I will not have immediate interaction with a provider.

### **Potential Risks & Benefits:**

#### **Benefits:**

- Convenience of remote medical evaluation
- Reduced need for travel
- Faster response for non-urgent conditions

#### **Risks:**

- Technical failures may cause delays
- Lack of physical exam may limit diagnostic accuracy
- Possible unauthorized access to electronic health records

#### **Limitations:**

- Telehealth is **not a substitute for emergency care**
- For emergencies, I will call 911 or seek immediate medical attention
- My provider may recommend an in-person visit if telehealth is insufficient

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## 2. Authorization to Administer Treatment

- I authorize Minn Skin LLC's medical team to review my medical history and administer medical services via asynchronous telehealth.
- I authorize Minn Skin LLC to prescribe an alternative drug if my preferred medication is unsafe, interacts with my existing medications, or could cause an adverse drug reaction.
- Telehealth services are reserved for mild to moderate complexity medical needs; Minn Skin LLC will not accept patients with complex or life-threatening conditions.
- I understand that telehealth services are based on the medical history I provide and agree to take full responsibility for inaccurate, incomplete, or misleading information.
- I understand the risk of misdiagnosis due to the absence of a physical examination.
- I agree to follow up with an in-person provider or call 911 if my symptoms worsen or do not improve.

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## 3. Medication History Download Consent

I authorize my healthcare providers to **access, review, and download my medication history** and other relevant health information from **pharmacies, pharmacy benefit managers, and health information exchanges** as necessary for my treatment, care coordination, and patient safety.

I understand that this information may be securely shared through the **electronic health record** with third-party prescription and medication management software used by the practice.

These third-party systems are used solely to support **prescribing, medication reconciliation, and clinical decision-making** and are required to comply with applicable privacy and security laws.

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## 4. Laboratory & Supplement Services Consent

### Purpose:

- Labs may be ordered to evaluate my skin, hair, or overall health, guide treatment, or ensure medication safety.
- Supplements may be recommended as part of my care plan but are **not FDA-approved to diagnose, treat, or cure conditions**.

### Third-Party Processing & Billing:

- Labs and supplements may be processed or fulfilled by **HIPAA-compliant third-party platforms** (labs for testing, Fullscript for supplements).
- Minn Skin LLC **may coordinate lab billing and payment**, but in some cases, Fullscript or another third party may bill me directly.

- Minn Skin LLC does **not process supplement payments** or control inventory, shipping, or product pricing.

#### **Lab Results, Follow-Up, Recommendations & Liability:**

- Lab results will be communicated via the secure patient portal.
- It is the patient's responsibility to review results and **seek medical care if results are abnormal or urgent.**
- Minn Skin LLC may provide guidance and may recommend **supplements or further treatment through Minn Skin** based on lab findings.
- **Limitation of Liability:** Minn Skin LLC provides lab results and guidance but **cannot be held liable for consequences resulting from patient interpretation, delayed or lack of medical follow-up, or decisions made based on these results.**

#### **Patient Responsibilities:**

- Follow lab instructions (e.g., fasting), provide prior results or relevant history, and report any side effects or concerns.
- Contact your provider if you experience issues with supplements or medications.
- Participation in supplement recommendations is optional.

#### **Risks:**

- Labs: minor risks such as bruising, discomfort, or infection; incidental findings may require follow-up.
- Supplements: may cause side effects or interact with medications. Minn Skin LLC is not responsible for adverse effects, product quality, or shipping delays.

#### **Privacy:**

- PHI will be shared only as necessary with Fullscript for testing and fulfillment.

#### **Acknowledgment & Consent:**

By signing the intake questionnaire, I confirm that I have read and understand this section and consent to the collection and processing of labs and use of Fullscript for supplements, including follow-up responsibilities and billing arrangements.

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## **5. Electronic Communication Terms of Use**

#### **Purpose:**

- Asynchronous communication with Minn Skin LLC, including intake forms, secure messaging, and telehealth review. Communication and medical care will not occur in real time.

**Authorized Methods:**

- Secure patient portal, email, text, or phone.
- Secure portal is preferred; email and text may not be fully secure.

**Use of Third-Party Platform (IntakeQ/PracticeQ)**

Minn Skin LLC uses a secure, HIPAA-compliant third-party platform, IntakeQ/PracticeQ, to provide online services including: completing intake forms, secure messaging, accessing billing information, and conducting telehealth sessions.

By signing this consent, you acknowledge and agree to the following:

- You understand that IntakeQ/PracticeQ is a secure, encrypted portal designed to protect your personal health information (PHI) in accordance with HIPAA.
- You consent to receive communication and documents electronically through this platform.
- You understand that portal communication should **not be used for urgent or emergency issues**.
- You are responsible for keeping your login credentials secure and notifying the practice of any unauthorized access.

**Risks & Limitations:**

- Electronic communication is not 100% secure; small risk of unauthorized access.
- Messages are not guaranteed to be responded to immediately.
- For urgent issues, call 911 or seek in-person care.

**Patient Responsibilities:**

- Use electronic communication only for non-emergency questions
- Keep contact info current
- Follow provider instructions for treatment and follow-up
- Avoid public Wi-Fi or shared devices to access your health information

**Revocation:**

- Consent can be withdrawn at any time in writing.

**Acknowledgment:**

By signing the intake questionnaire, I accept the risks and responsibilities for electronic communication.

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## 6. HIPAA & Data Privacy Consent

- Minn Skin LLC protects my PHI under HIPAA and Minnesota law.
- PHI is collected for evaluation, treatment, billing, and operations.
- Reasonable safeguards are in place, but no system is 100% secure.

- PHI may be shared only with my consent or as legally required.
- I have rights to access, correct, and request disclosures of my health records.
- Records are retained securely for at least 7 years.
- I may revoke consent at any time, but prior disclosures remain valid.

**Acknowledgment:**

By providing my signature in the intake questionnaire, I acknowledge that:

- I have read and understand Minn Skin LLC's Privacy Policy.
- I understand how my personal health information will be used and protected.
- I agree to the collection, use, and storage of my information as described.
- I will not hold Minn Skin LLC (including Minn Skin's medical team and staff) responsible for unauthorized access due to unforeseen data breaches.

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## 7. Financial Agreement

**Agreement to Cash-Pay Services:**

- Telehealth services are **cash-pay only**; no insurance, Medicare, or Medicaid will be billed.
- I am responsible for payment at the time of service.

**Payment Terms & Fees:**

- All payments must be made at the time of service.
- Accepted methods: Credit/Debit Card, ACH, HSA/FSA (cosmetic issues/prescriptions usually do not qualify).
- Payment is non-refundable once a provider has reviewed my case and provided services.

**Refund Policy:**

- No refunds once services are rendered.
- If a provider determines telehealth is inappropriate, **no payment will be processed**.

**Acknowledgment:**

By signing the intake questionnaire, I agree to pay all fees and understand that telehealth is not for emergencies; I will seek in-person care or call 911 if necessary.

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## 8. Membership Services & Acknowledgment

**Scope of Membership Services:**

- MinnSkin memberships provide a set number of telehealth visits per month (new concern or follow-up) according to the chosen plan.

- Visits beyond the monthly limit may incur additional fees.
- Labs may be included depending on the plan (e.g., hair loss membership) and must be completed as recommended for safe and effective care.
- Telehealth limitations, urgent care instructions, and privacy protections described in Sections 1 and 6 apply to all membership services.

**Billing & Automatic Renewal:**

- Membership fees are billed automatically on a recurring schedule (monthly or annual) based on the selected plan.
- Fees for services already provided are non-refundable.
- Membership will automatically renew at the end of each billing cycle unless canceled.

**Cancellation & Pausing:**

- Membership may be paused or canceled at any time by submitting a request through the secure patient portal.
- MinnSkin LLC reserves the right to cancel membership at any time for any reason.

**No Guarantee of Results:**

- Membership services are provided for patient convenience and do not guarantee specific treatment outcomes.

**Arbitration Agreement:**

- Any disputes arising from membership services, telehealth care, or related matters will be resolved through binding arbitration by a neutral third party.
- The arbitrator's decision is final and enforceable, and this agreement limits the right to pursue claims in court.

**Acknowledgment:**

By enrolling in a MinnSkin membership, signing the intake questionnaire, or using membership services, I acknowledge that I have read, understand, and agree to the terms outlined in this section, as well as the telehealth, privacy, and financial policies described elsewhere in this consent.