



ChatRx Telemedicine Consent Form

This Telemedicine Consent Form explains your rights and responsibilities when receiving care through ChatRx, which uses the ChatMD FDA-registered medical device for structured symptom collection.

By providing electronic consent, you agree to receive medical care by means of asynchronous telemedicine.

1. Patient Information

(Automatically populated)

- Name
- Email Address
- Date of Birth
- Address
- Phone Number

2. Provider Information

- Treating Provider(s): Licensed ChatRx clinicians practicing within their states of licensure
- Contact Email: clinical@chatrx.md
- Administrative Office: 328 S. Michigan Street, Plymouth, IN 46563

3. Purpose of Telemedicine Visit

I understand that the purpose of this telehealth visit is to receive healthcare services remotely through electronic communication technologies. These services include:

- Structured symptom assessment using the ChatMD medical device
- Evaluation for eligibility for asynchronous telemedicine
- Diagnosis and treatment of qualified, low-acuity infectious conditions
- Electronic transmission of prescriptions, care instructions, and work/school notes

Telemedicine does **not** involve a face-to-face visit, video call, audio call, SMS messaging, or email exchange with the healthcare provider.

4. Nature of Telemedicine Services

By consenting, I understand and acknowledge that:

1. Medical care is delivered through an **asynchronous, store-and-forward structured-messaging platform**, compliant with Indiana, Michigan, Illinois, and other state telehealth laws.
2. The ChatMD-ChatRx system is not designed to diagnose or treat conditions requiring:
 - Physical examination
 - Urgent or emergency care
 - Diagnostic imaging or labs outside supported workflows
3. Care is limited to specific conditions that meet ChatRx clinical and safety criteria.
4. I consent to the electronic exchange of information, prescriptions, notes, and instructions.

5. Provider-Patient Relationship

I understand that:

- A provider-patient relationship is established only after a licensed ChatRx clinician reviews my submitted information and issues a diagnosis, treatment plan, or prescription.
- This relationship applies **only for the specific episode of care** and does not replace in-person primary care.
- The clinician may decline treatment and direct me to in-person care if medically necessary, or if state law prohibits remote treatment for my condition.

6. Identity and Location Requirements

To comply with state medical laws, I attest that:

- I am accurately representing my identity.
- I am physically located in a state where ChatRx clinicians are licensed at the time care is provided.

- I understand that falsifying my location or identity is prohibited and may result in denial of care.

Indiana, Michigan, and Illinois require verification of patient identity and geographic location for all telemedicine encounters.

7. Use of Artificial Intelligence and Device Limitations

I understand that:

1. My symptom intake is facilitated by an **AI-assisted chat agent** within the ChatMD FDA-registered medical device.
2. AI is used only to structure and guide the collection of clinical information.
3. AI **does not** diagnose, prescribe, or determine treatment.
4. All medical decisions are made exclusively by licensed ChatRx clinicians.
5. AI systems may have limitations and may not recognize all possible symptoms or nuances of my condition.

Clinical outcomes depend on the accuracy and completeness of the information I provide.

8. Risks, Benefits, and Alternatives

Potential Benefits

- Faster access to care
- Convenience and reduced travel
- Ability to receive treatment for qualified conditions from home

Potential Risks

- Incomplete assessment due to lack of physical examination
- Delays related to system or communication issues
- Need for in-person evaluation if symptoms worsen or new symptoms develop

Alternatives

I may choose at any time to seek in-person care through urgent care, my primary care provider, or emergency services.

9. Confidentiality and Privacy

I understand that:

- ChatRx and ChatMD comply with HIPAA and applicable federal and state privacy laws.
- My health information will be stored and transmitted securely.
- My PHI may be shared with pharmacies, clinicians, or authorized vendors as necessary for treatment.
- My non-medical personal data is subject to the **ChatRx & ChatMD Privacy Policy & Consumer Data Consent Notice**.
- Under state laws such as the CCPA (California), CPA (Colorado), VCDPA (Virginia), CTDPA (Connecticut), and UCPA (Utah), I may have additional privacy rights related to non-PHI data.

10. Fees and Payment Terms

I understand that:

- ChatRx is a **cash-pay service** and does not bill or accept insurance.
- I am responsible for all charges at the time services are rendered.
- Pharmacy charges, if any, are separate and determined by the dispensing pharmacy.

11. Technical Limitations and Hold Harmless Agreement

I acknowledge that:

- Technical failures, interruptions, or data transmission issues may occur despite reasonable safeguards.
- Such failures may delay care or require resubmission of information.
- I agree to hold ChatRx, ChatMD, and affiliated clinicians harmless for unintended data loss, outages, corruption, or interruptions outside their control.

12. Emergency Situations

I understand that ChatRx is **not appropriate for medical emergencies**, including:

- Chest pain or difficulty breathing
- Sudden weakness, numbness, or confusion
- High fever with lethargy
- Severe pain or rapidly worsening symptoms
- Loss of consciousness
- Any condition requiring immediate or emergency evaluation

I will call **911** or seek emergency care if any such symptoms occur.
I understand that ChatRx email is not to be used for urgent or emergent issues.

13. Right to Withdraw Consent

I may withdraw this consent **at any time prior to a clinician issuing a diagnosis or treatment plan**, without affecting my right to future care.

Withdrawal does not undo actions already taken during the active consent period.

Patient Consent

By checking the consent box, I confirm that:

- I have read and understand this Telemedicine Consent Form
- I voluntarily consent to receive telemedicine services through ChatRx
- I understand the limitations of asynchronous telemedicine and AI-assisted symptom intake
- I understand my rights and responsibilities
- I agree to comply with all state and federal requirements governing telemedicine care

Electronic Signature:

Checking “I Agree” serves as my legally binding signature under state and federal electronic-signature laws.