



ChatRx Consent to Treat Form

This Consent to Treat enables ChatRx to provide asynchronous telemedicine services using the ChatMD FDA-registered medical device. By providing electronic consent, you acknowledge that you understand the nature, risks, limitations, and benefits of receiving care through ChatRx.

1. Patient Information

(Automatically populated through the ChatRx system)

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

2. Provider Information

- Provider of Record: [physician first and last name] MD. Licensed ChatRx clinicians practicing within their state of licensure
- Contact: clinical@chatrx.md
- ChatRx Administrative Office: 328 S. Michigan Street, Plymouth, IN 46563

3. Nature and Scope of Telemedicine Services

By consenting, you acknowledge the following:

a. Type of Care Provided

ChatRx provides **asynchronous, store-and-forward telemedicine care** for select low-acuity infectious conditions. This includes:

- Review of medical history and symptom data
- Diagnosis of qualified conditions
- Development of treatment plans
- Prescription of medications when clinically appropriate and permitted by law
- Issuance of work or school notes

b. Mode of Communication

Telemedicine services:

- Do **not** involve face-to-face, video, audio, SMS, email, or live chat
- Are conducted through a structured, adaptive messaging interface
- Comply with Indiana, Michigan, Illinois, and all U.S. state telehealth regulations permitting asynchronous modalities

c. Physical Examination

I understand that ChatRx does not conduct a physical examination and may be unable to detect certain conditions requiring in-person assessment.

d. Conditions Not Treated

I understand that ChatRx does **not** treat medical emergencies or conditions requiring urgent or high-acuity care.

4. Establishment of Provider-Patient Relationship

I understand that:

- A provider-patient relationship is formed **only after** a licensed ChatRx clinician reviews my submission and provides a diagnosis, treatment plan, or prescription.
- This relationship is **limited to the specific episode of care** and does not replace ongoing primary care.
- The clinician may decline treatment or refer me to in-person care based on clinical judgment or state law.

5. Identity and Location Verification (Required by State Law)

I attest that:

- I am the individual seeking care or an authorized legal representative
- I am providing accurate information about my identity
- I am **physically located in a state where ChatRx clinicians are licensed to practice medicine**
- I understand that providing false location or identity information is prohibited and may invalidate care

Indiana, Michigan, and Illinois and nearly all states require location verification to ensure lawful delivery of telemedicine services.

6. Use of Artificial Intelligence and Medical Device Limitations

I acknowledge that:

1. The ChatMD device uses artificial intelligence (AI) to guide structured symptom collection.
2. AI does **not** diagnose medical conditions, determine treatment, or replace clinical judgment.
3. All diagnoses, treatment decisions, and prescriptions are made exclusively by a licensed healthcare provider.
4. AI systems have limitations, including potential misinterpretation of atypical or incomplete information.
5. I must provide accurate and complete answers for safe and effective care.

7. Risks, Benefits, and Alternatives

I understand that telemedicine:

Potential Benefits

- Convenient, timely access to medical care
- Reduced travel time and cost
- Fast review and treatment of qualified conditions

Potential Risks

- Incomplete information due to lack of physical examination
- Transmission failures or technical issues

- Need for referral to in-person care
- Delays if submitted information is inaccurate or incomplete

Alternatives

- I may choose to seek care in person through an urgent care, primary care provider, or emergency department.

8. Confidentiality and Data Privacy

I understand and acknowledge that:

- ChatRx and ChatMD comply with HIPAA, state privacy laws, and federal consumer data protections
- My PHI will be stored and transmitted securely
- My information may be shared with pharmacies, clinicians, and authorized vendors as needed for treatment
- My non-PHI personal data is governed by the **ChatRx & ChatMD Privacy Policy & Consumer Data Consent**

9. Fees and Payment Terms

I understand that:

- ChatRx operates on a **cash-pay model** and does not accept health insurance
- I am responsible for full payment at the time Services are rendered
- Pharmacy dispensing fees are separate and determined by the pharmacy I select

10. Emergency Situations

I understand that ChatRx is **not appropriate for emergencies**, including but not limited to:

- Chest pain
- Trouble breathing
- Sudden weakness, confusion, or slurred speech
- Severe pain, trauma, uncontrolled bleeding
- High fever with lethargy
- Rapidly worsening symptoms

If an emergency occurs, I will call 911 or go to the nearest emergency department.

ChatRx email or messaging systems must **not** be used for emergencies.

11. Rights and Responsibilities

My Rights

- I may ask questions at any time
- I may refuse or withdraw consent before a diagnosis or treatment is provided
- I may request access to my medical records
- I am entitled to privacy, security, and confidentiality of my health information

My Responsibilities

- Provide accurate, complete health information
- Follow medical advice and seek follow-up care when directed
- Accurately represent my physical location
- Use prescriptions safely and lawfully

12. Right to Withdraw Consent

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

Withdrawal does not affect actions already taken or documentation generated while consent was active.

Patient Consent

By checking the electronic consent box, I acknowledge that:

- I have read and fully understand this Consent to Treat
- I consent to receive medical care through ChatRx
- I understand the limitations of telemedicine and the ChatMD device
- I agree to abide by all state and federal requirements governing telemedicine
- I understand that failure to provide accurate information may compromise my care
- I give permission for ChatRx to evaluate, diagnose, and treat me using asynchronous telemedicine

Electronic Signature:

Selecting “I Agree” serves as my legal signature under federal and state electronic signature laws.

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