



# Informed Consent to Telehealth Services

Oar Health ("Oar") through its affiliated health care practices and their doctors, nurses, and other health care providers (the "Health Providers") provide for healthcare services delivered through the Oar telehealth portal (the "Telehealth Portal"). By clicking "I Consent to Telehealth Services" on the Telehealth Portal, in exchange for your use of the Telehealth Portal to receive medical treatment from Health Providers, you acknowledge and agree to the following terms and conditions of this informed consent (this "Consent"):

1. Not for Medical Emergencies. **IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL "911" IMMEDIATELY.** The Telehealth Portal and the telehealth services provided by the Health Providers are not for medical emergencies or urgent situations. You should not disregard or delay to seek medical advice based on anything that appears or does not appear on the Telehealth Portal.
2. Use of Telehealth Portal. You understand and agree that:
  - By using the Telehealth Portal, you will not be in the same location or room as the Health Provider.
  - The Health Provider will decide, in his or her sole discretion, whether it is appropriate to treat your condition using the Telehealth Portal, with no guarantee of diagnosis, treatment, or prescription, and may review information from the Prescription Drug Monitoring Program in the state where you are located regarding your prior receipt of controlled substances (if any) prior to prescribing any medically necessary medication.
  - You or the Health Provider may require an in-person examination prior to or after diagnosing or prescribing a treatment plan.
  - The anticipated response time for electronic communications submitted through the Telehealth Portal varies and you accept any risk associated with the response time, including a delay in obtaining medical care.
  - You may discuss the risks and benefits (including those described below) with your healthcare providers or an Oar Health Provider.



3. Benefits Associated with Use of Telehealth Portal. You understand that use of the Telehealth Portal and receiving telehealth services from a Health Provider is a complement to—not a replacement of—any in-person care or the care of from your current primary care or other health care provider. It’s important to keep your any healthcare providers involved in your care up to date with your care through the from Health Providers through the Telehealth Portal. Use of the Telehealth Portal may, but is not guaranteed, to have benefits associated with it, such as: (i) it may be easier and more efficient for you to access medical care and treatment; (ii) you may obtain medical care and treatment at times that are convenient for you; (iii) you may interact with healthcare providers without the necessity of an in-person appointment; (iv) during the COVID-19 pandemic, there is reduced exposure to patients, medical staff and other individuals at a physical location.
  
4. Risks Associated with Use of Telehealth Portal. You understand that use of the Telehealth Portal has risks associated with it, such as (i) information that you provide through the Telehealth Portal may be insufficient to allow for appropriate medical decision-making by the Health Provider; (ii) the inability of the Health Provider to conduct certain tests or assess my vital signs in-person, or to access your medical records, may not allow for appropriate medical decision-making by the Health Provider; (iii) failures of equipment (e.g., servers, devices) or infrastructure (e.g., communications lines, power supply) may cause delays in medical evaluation and treatment, or loss of information; and (iv) unauthorized access to your medical information. You acknowledge that, although Oar and its Telehealth Portal vendor strive to prevent unauthorized access to information about you through encryption of information transmitted by the Telehealth Portal and other security measures, Oar and its vendor cannot guarantee that your use of the Telehealth Portal and the information will be private or secure, and you consent to this risk.  
**You understand and consent to the risks associated with your use of the Telehealth Portal.**
  
5. Accuracy of Information Submitted to the Health Provider. You acknowledge and agree that you are solely responsible for ensuring that the information submitted by you through the Telehealth Portal is accurate, complete and current. You understand that the Health Providers will rely on this information to diagnose and prepare a treatment plan for your medical condition and your failure to provide accurate, complete and current information may lead to a delay in your treatment or a misdiagnosis, including potentially resulting in an adverse drug interaction or allergic reaction or other negative outcomes.
  
6. Scope and Use of Patient Information. You understand that we may use, disclose, and/or release your health information, including, without limitation, for purposes of treatment, payment, healthcare operations, or other permitted purposes, in accordance with the Notice of Privacy Practices [add hyperlink], unless prohibited by applicable law.



7. Access to Medical Records. You have the right to review and receive copies of your medical records, including all information obtained during a telehealth consultation, subject to your Health Provider's policies regarding request and receipt of medical records and applicable law.
8. Release and Waiver. You acknowledge and agree to limit, disclaim, and release Oar and the Health Providers from liability in connection with the Telehealth Portal's use.
9. Expenses. You understand and agree that you are responsible for the cost of all fees associated with your use of the Telehealth Portal, which may change from time to time, and the cost of any medications or supplies prescribed by the Health Provider.
10. Right to Revoke. You have the right to withdraw this consent to telehealth services or end the telehealth session at any time without affecting your right to future care or treatment through other healthcare providers. You also understand that your withdrawal of this Consent means that you are not permitted to receive care using the Telehealth Portal.

**BY ACCEPTING THE TERMS OF THIS CONSENT TO TELEHEALTH SERVICES, YOU AGREE THAT YOU HAVE CAREFULLY READ AND UNDERSTAND THIS "CONSENT TO TELEHEALTH SERVICES" AND CONSENT TO THE TERMS OF THIS CONSENT AND TO RECEIVE TELEHEALTH SERVICES THROUGH THE TELEHEALTH PORTAL FROM A HEALTH PROVIDER.**