## **Telehealth Consent**

****INFORMED CONSENT REGARDING USE OF TELEHEALTH TO DELIVER CARE****

Last updated: July 2, 2020

****BY CLICKING “I AGREE,” CHECKING A RELATED BOX TO SIGNIFY YOUR ACCEPTANCE, USING ANY OTHER ACCEPTANCE PROTOCOL PRESENTED THROUGH THE SERVICE OR OTHERWISE AFFIRMATIVELY ACCEPTING THIS CONSENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPTED, AND AGREED TO BE BOUND BY THIS CONSENT. IF YOU DO NOT AGREE TO THIS CONSENT, DO NOT CREATE AN ACCOUNT OR USE THE SERVICE. YOU HEREBY GRANT AGENCY AUTHORITY TO ANY PARTY WHO CLICKS ON THE “I AGREE” BUTTON OR OTHERWISE INDICATES ACCEPTANCE TO THIS CONSENT ON YOUR BEHALF.****

****IF YOU HAVE A MEDICAL EMERGENCY, SEEK IN-PERSON EMERGENCY CARE IMMEDIATELY OR DIAL 911****

****PURPOSE**** The purpose of this consent form (“Consent”) is to provide you with information about telehealth and to obtain your informed consent to the use of telehealth in the delivery of healthcare services to you by physicians, physician assistants and nurse practitioners (“Providers”) using the online platforms owned and operated by LipsByMatt or Matthieu Tuahivaatetonohiti or Bautista Medical group. (the “Service”). In this Consent, the terms “you” and “yours” refer to the person using the Service, or in the case of a use of the Service by or on behalf of an individual minor between the ages of thirteen (13) and eighteen (18) or higher age of majority under applicable state law, “you” and “yours” refer to and include (i) the parent or legal guardian who provides consent to the use of the Service by such minor or uses the Service on behalf of such minor, and (ii) the minor for whom consent is being provided or on whose behalf the Service is being utilized.

****USE OF TELEHEALTH**** Telehealth involves the delivery of healthcare services using electronic communications, information technology or other means between a healthcare provider and a patient who are not in the same physical location. Telehealth may be used for diagnosis, treatment, follow-up and/or patient education, and may include, but is not limited to, one or more of the following: electronic transmission of medical records, photo images, personal health information or other data between a patient and a healthcare provider; interactions between a patient and healthcare provider via audio, video and/or data communications (such as secure messaging); use of output data from medical devices, sound and video files. Alternative methods of care may be available to you, such as in-person services, and you may choose an alternative at any time. Always discuss alternative options with your Provider.

****ANTICIPATED BENEFITS**** The use of telehealth may have the following possible benefits: making it easier and more efficient for you to access medical care and treatment for the conditions treated by your Provider(s); allowing you to obtain medical care and treatment by Provider(s) at times that are convenient for you; and enabling you to interact with Provider(s) without the necessity of an in-office appointment.

****POTENTIAL RISKS**** While the use of telehealth in the delivery of care can provide potential benefits for you, there are also potential risks associated with the use of telehealth and other technology. These risks include, but may not be limited to the following: the quality, accuracy or effectiveness of the services you receive from your Provider could be limited’ technology, including the Service, may contain bugs or other errors, including ones which may limit functionality, produce erroneous results, render part or all of such technology, including the Service, unavailable or inoperable, produce incorrect records, transmissions, data or content, or cause records, transmissions, data or content to be corrupted or lost; failures of technology may also impact your Provider(s) ability to correctly diagnose or treat your medical condition; the inability of your Provider(s) to conduct certain tests or assess vital signs in-person may in some cases prevent the Provider(s) from providing a diagnosis or treatment or from identifying the need for emergency medical care or treatment for you; your Provider(s) may not able to provide medical treatment for your particular condition and you may be required to seek alternative healthcare or emergency care services; delays in medical evaluation/treatment could occur due to unavailability of your Provider(s) or deficiencies or failures of the technology or electronic equipment used; the electronic systems or other security protocols or safeguards used could fail, causing a breach of privacy of your medical or other information; given regulatory requirements in certain jurisdictions, your Provider(s) diagnosis and/or treatment options, especially pertaining to certain prescriptions, may be limited; a lack of access to all of your medical records may result in adverse drug interactions or allergic reactions or other judgment errors.

****FOLLOW-UP CARE; EMERGENCY SITUATIONS**** If the situation is an emergency, call 911. In some situations, telehealth is not an appropriate method of care. If you require immediate or urgent care, you must seek care at an emergency room facility or other provider equipped to deliver urgent or emergent care. If you are not experiencing an emergency or do not require immediate or urgent care, you can communicate with Providers through the secure message service in the Platforms on www.lipsbymatt.com. If a technical failure prevents you from communicating with your Providers through the Platforms, you should call or text the following number: Phone: 559-513-8220 (M-F 9AM – 5PM PT).

****DATA PRIVACY AND PROTECTION**** The electronic systems used in the Service will incorporate network and software security protocols to protect the privacy and security of your information, and will include measures to safeguard data against intentional or unintentional corruption. Personal information that identifies you or contains protected health information will not be disclosed to any third party without your consent, except as authorized by law for the purposes of consultation, treatment, payment/billing, and certain administrative purposes, or as otherwise set forth in your Provider's Notice of Privacy Practices.

****LABORATORY PRODUCTS AND SERVICES**** Certain healthcare services provided to you by Providers via the Service may require that you complete an at-home diagnostic test. These diagnostic tests are provided by third-party laboratories, and neither LipsByMatt or Matthieu Tuahivaatetonohiti or Bautista Medical group. nor your Provider(s) can guarantee the accuracy or reliability of these tests. These laboratory tests can provide false negative, false positive, or inconclusive results that could impact your Provider(s) ability to correctly diagnose or treat your medical conditions. A failure or defect of these tests could also impact your Provider(s) ability to correctly diagnose or treat your medical conditions.

****YOUR ACKNOWLEDGMENTS**** ****By clicking “I Agree”, checking a related box to signify your acceptance, using any other acceptance protocol presented through the Service or otherwise affirmatively accepting this consent, you are agreeing and providing your consent with respect to the following:**** Healthcare services provided to you by Providers via the Service will be provided by telehealth. Certain technology, including the Service, may be used while still in a beta testing and development phase, and before such technology is a final and finished product. Technology used to deliver care, including the Service, may contain bugs or other errors, including ones which may limit functionality, produce erroneous results, render part or all of such technology unavailable or inoperable, produce incorrect records, transmissions, data or content, or cause records, transmissions, data or content to be corrupted or lost, any or all of which could limit or otherwise impact the quality, accuracy and/or effectiveness of the medical care or other services that you receive from your Provider(s). Certain diagnostic testing services, including laboratory products and services offered through the Service, may contain defects, including ones which may limit functionality or produce erroneous results, any or all of which could limit or otherwise impact the quality, accuracy and/or effectiveness of the medical care or other services that you receive from your Provider(s). The delivery of healthcare services via telehealth is an evolving field and the use of telehealth or other technology in your medical care and treatment from Provider(s) may include uses of technology different from those described in this Consent or not specifically described in this Consent. No potential benefits from the use of telehealth or other technology or specific results can be guaranteed, including any laboratory testing results or related diagnosis or treatment by your Provider(s). Your condition may not be cured or improved, and in some cases, may get worse. There are limitations in the provision of medical care and treatment via telehealth and technology, including the Service, and you may not be able to receive diagnosis and/or treatment through telehealth for every condition for which you seek diagnosis and/or treatment. There are potential risks to the use of telehealth and other technology, including but not limited to the risks described in this Consent. You have the opportunity to discuss the use of telehealth, including the Service, with your Provider(s), including the benefits and risks of such use and the alternatives to the use of telehealth. You have the right to withdraw your consent to the use of telehealth in the course of your care, without prejudice to any future care or treatment and without risking the loss or withdrawal of any health benefits to which your entitled, but you understand that the Providers who utilize the Service do not offer in-person treatment. Any withdrawal of your consent will be effective upon receipt of written notice to your Providers, except that such withdrawal will not have any effect on any action taken by LipsByMatt or Matthieu Tuahivaatetonohiti or Bautista Medical group. or your Provider(s) in reliance on this Consent before it received your written notice of withdrawal. Any withdrawal of your consent will not affect any other provision of this Consent, and you will continue to be bound by this Consent. You understand that the use of telehealth involves electronic communication of your personal medical information to Provider(s). You understand that it is your duty to provide LipsByMatt or Matthieu Tuahivaatetonohiti or Bautista Medical group. and your Provider(s) truthful, accurate and complete information, including all relevant information regarding care that you may have received or may be receiving from healthcare providers. You understand that each of your Provider(s) may determine in his or sole discretion that your condition is not suitable for diagnosis and/or treatment using telehealth technology, including the Service, and that you may need to seek medical care and treatment from your Provider(s), or a specialist or other healthcare provider, outside of such telehealth technology. LipsByMatt or Matthieu Tuahivaatetonohiti or Bautista Medical group. has a financial relationship with the entity that employs or contracts with your Provider. You are free to obtain your medical examination from another healthcare provider that is not associated with LipsByMatt or Matthieu Tuahivaatetonohiti or Bautista Medical group. LipsByMatt or Matthieu Tuahivaatetonohiti or Bautista Medical group. will use its pharmacy partner to fulfill your order directly to your door. You are free to obtain your prescription from any pharmacy of your choice by contacting our support team. You must pay the full amount of the costs associated with use of the Service, including any prescription you may receive, and you will not attempt to submit a claim to Medicare, any other federal payor, or any state or private insurer. If you have a concern about a medical professional, you may contact the Medical Board in your state regarding your concerns.