

Dr. John's Medical Solutions is a telehealth broker for MeMD, a medical provider consultation service. You are entering into a provider/patient relationship with a nurse practitioner, physician assistant or medical doctor associated with MeMD. You acknowledge that providers made available to you in this telehealth program are not a substitute for your Primary Care Physician (PCP). Telehealth providers are responsible for all medical advice given. Medical advice is not meant to replace treatment and consultation with the Enrollee's PCP.

### **NATIONWIDE COVERAGE SERVICES AND NOTICES**

Important notices about the program:

- A.** This program should not be construed as an insurance policy.
- B.** The program provides online medical consultations with physicians, nurse practitioners, and physician assistants who can write prescriptions when medically necessary and permitted by state law.
- C.** This is not an online pharmacy, and medications cannot be purchased or dispensed from Dr. John's Medical Solutions or MeMD directly.
- D.** This service is not a replacement for your primary care physician or an annual doctor's office visit.
- E.** The service is available 24/7 nationwide, subject to state regulations.
- F.** Services are available nation-wide.
- G.** Services comply with appropriate state regulations.
- H.** The service does not discriminate based age.
- I.** Consultation to children less than 18 years of age must include a parent or guardian.

### **GENERAL RELEASE**

- A.** You agree that Dr. John's Medical Solutions or MeMD will not be liable for any damages whatsoever, including direct, indirect, incidental, special, consequential or exemplary damages (even if we have been advised of the possibility of such damages), arising from, relating to or connected with:
  - 1. The use or inability to use our service,
  - 2. The cost of replacement of any goods, services or information purchased or obtained as a result of any information obtained from or transactions entered into through or from our service,
  - 3. Disclosure of, unauthorized access to, or alteration of your content
  - 4. Statements, conduct, or omissions of any service providers or other third party on our service,
  - 5. Actions or inactions of other users of our site or our service or any other third parties for any reason, or
  - 6. Any other matter arising from, relating to or connected with our service or these terms.
- B.** We will not be liable for any failure or delay in performing under these terms where such failure or delay is due to causes beyond our reasonable control, including natural catastrophes, governmental acts or omissions, laws or regulations, terrorism, labor strikes or difficulties, communications systems breakdowns,

hardware or software failures, transportation stoppages or slowdowns or the inability to procure supplies or materials.

- C. In no event will our aggregate liability to you or any third party in any matter arising from, relating to or connected with our service or these terms exceed the sum of one thousand (\$1,000) dollars.
- D. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of the foregoing sections may not apply to you.

## **TRANSMISSION OF MEDICAL INFORMATION**

An Enrollee's medical information may be mailed, faxed or released over the telephone when authorized, along with any documents the Enrollee has supplied to MeMD Telehealth.

## **INFORMED CONSENT FOR TELEMEDICINE SERVICES**

### **A. Introduction**

Telemedicine involves the use of electronic communications to enable health care providers at different locations to share individual patient medical information for the purpose of improving patient care. Providers may include primary care practitioners, specialists, and/or subspecialists. The information may be used for diagnosis, therapy, follow-up and/or education, and may include any of the following:

1. Patient medical records
2. Medical images
3. Live two-way audio and video
4. Output data from medical devices and sound and video files

Electronic systems used will incorporate network and software security protocols to protect the confidentiality of patient identification and imaging data and will include measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption.

### **B. Expected Benefits**

1. More efficient medical evaluation and management.
2. Obtaining expertise of a distant provider.

### **C. Possible Risks**

As with any medical procedure, there are potential risks associated with the use of telemedicine. These risks include, but may not be limited to:

1. In rare cases, information transmitted may not be sufficient (e.g. poor resolution of images) to allow for appropriate medical decision making by the physician and consultant(s);
2. Delays in medical evaluation and treatment could occur due to deficiencies or failures of the equipment;
3. In very rare instances, security protocols could fail, causing a breach of privacy of personal medical information;
4. In rare cases, a lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other judgment errors;

#### **D. Patient Rights**

By enrolling in Dr. John's Medical Solutions telehealth service, I understand the following:

1. I understand that the laws that protect privacy and the confidentiality of medical information also apply to telemedicine, and that no information obtained in the use of telemedicine, which identifies me, will be disclosed to researchers or other entities without my consent.
2. I understand that I have the right to withhold or withdraw my consent to the use of telemedicine in the course of my care at any time, without affecting my right to future care or treatment.
3. I understand that I have the right to inspect all information obtained and recorded in the course of a telemedicine interaction and may receive copies of this information for a reasonable fee.
4. I understand that a variety of alternative methods of medical care may be available to me, and that I may choose one or more of these at any time.
5. I understand that telemedicine may involve electronic communication of my personal medical information to other medical practitioners who may be located in other areas, including out of state.
6. I understand that it is my duty to inform my primary care physician of electronic interactions regarding my care that I may have with other healthcare providers.
7. I understand that I may expect the anticipated benefits from the use of telemedicine in my care, but that no results can be guaranteed or assured.

#### **E. Patient Consent to The Use of Telemedicine**

I have read and understand the information provided above regarding telemedicine, have discussed it with my physician, if necessary, or such assistants as may be designated, and all of my questions have been answered to my satisfaction. I hereby give my informed consent for the use of telemedicine in my medical care.

#### **PRESCRIPTIONS AND REFILL POLICY**

When medically necessary, providers can submit a prescription electronically for purchase and pick-up at your local participating pharmacy; however, providers cannot prescribe elective medications, narcotic pain relievers, or controlled substances. Providers are each licensed by the appropriate licensing board for the state in which they are providing services, and all have prescriptive authority for each of the states in which they are licensed.

#### **COMPLAINTS, NOTIFICATIONS, AND OTHER INQUIRIES**

For complaints, notifications, and other inquiries please contact:

**Burke Mays, CEO**  
**Dr. John's Medical Solutions, Inc.**  
**P. O. Box 945**  
**Brentwood, TN 37024-0945**

<https://docjmd.com/terms-and-conditions/>

**burke.mays@docjmd.com**  
**800-257-9214, Ext 5**

By purchasing and receiving telehealth services as provided by Dr. John's Medical Solutions and MeMD Telehealth I agree to these Terms and Conditions.