

**Terms Applicable to Online Live Audio and Video Visit Services (Both On-Demand and Scheduled Visits)**

If you elect to use UPMC's live audio and video visit services, such services also constitute online services. Your use of UPMC's live audio and video visit services is subject to these terms and conditions. UPMC's live audio and video visit services include both on-demand live audio and video visits and scheduled live audio and video visit services. The providers, services and availability of UPMC's live audio and video visit services are subject to many variables and will be modified from time to time. Only those established patients with UPMC may be eligible for a scheduled audio and video visit with a general or specialty care provider that has established provider-patient relationship or one of the provider's team members.

**UPMC'S LIVE AUDIO AND VIDEO VISIT SERVICES MAY ONLY BE USED TO REQUEST ADVICE FOR NON-EMERGENCY AND NON-URGENT MEDICAL CONDITIONS. DO NOT USE UPMC'S LIVE AUDIO AND VIDEO VISIT SERVICES IF THERE IS AN EMERGENCY, URGENT CONDITION OR WHEN YOU REQUIRE AN IMMEDIATE ANSWER. IF YOU THINK YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD SEEK EMERGENCY MEDICAL SERVICES IMMEDIATELY OR CALL 911.**

**IF YOU ARE IN PENNSYLVANIA AND ELECT TO BE TREATED BY A UPMC-AFFILIATED MEDICAL PROVIDER LICENSED IN PENNSYLVANIA ("UPMC PROVIDER") USING OUR LIVE AUDIO AND VIDEO VISIT SERVICES, YOU AGREE TO THESE TERMS AND CONDITIONS AND [UPMC'S CONSENT FOR TREATMENT, PAYMENT AND HEALTH CARE OPERATIONS \(TPO\)](#), AND ACKNOWLEDGE RECEIVING AND READING [UPMC'S NOTICE OF PRIVACY PRACTICES](#),**

**a. Online Account**

To access or initiate a UPMC live audio and video visit, you may be required to create an individual user account in the UPMC online service ("Account"). You agree that you will not create more than one Account, or create any account for anyone other than yourself and/or your dependent. In creating an Account, you agree to provide current, accurate information about yourself or your dependent, and you agree that each time you access your Account, you must update all information to keep it accurate, complete, and current. If information is provided that is untrue or incomplete or if it is suspected that the information provided is untrue or incomplete, UPMC may suspend or terminate your Account and refuse to provide you with service(s) in the future.

**b. Services Provided**

**If you elect to be treated by a UPMC Provider, the UPMC Provider will provide a diagnosis and recommend a treatment plan based on the information you provide during your UPMC live audio and video visit. If you are not already an established patient of UPMC, you will become a patient of UPMC when you use the UPMC's live audio and video visit service, and you agree that the health information collected and generated during such UPMC live audio and video visit will be part of your newly created UPMC medical record. In addition, if you are already an established patient of UPMC, the record of your UPMC live audio and video visit will be included in your UPMC medical record.**

**During your UPMC live audio and video visit, the UPMC Provider may direct you to a more traditional setting to receive care (such as in the physical presence of a healthcare provider). The UPMC Provider who will be reviewing your request for care and providing you with a diagnosis and/or treatment plan will be a qualified physician, physician assistant, nurse practitioner, health coach or other licensed practitioner that is employed or contracted by one or more legal entities affiliated with UPMC.**

**c. Prescription Medications**

UPMC's live audio and video visit service is not an internet pharmacy. If medically indicated, your treating UPMC Provider in his/her sole discretion and subject to applicable laws, may write prescriptions relating to your UPMC live audio and video visit as the treating UPMC Provider determines in his/her sole discretion. You understand that only your UPMC Provider will determine whether you need a prescription as part of your treatment regimen.

**d. Your Obligations**

When you make a UPMC live audio and video visit appointment or participate in a UPMC live audio and video visit, you agree and represent to UPMC and the UPMC Provider that:

- You are not experiencing a medical emergency.
- All of the information you provide to UPMC and the UPMC Provider during the course of your UPMC live audio and video visit is truthful, accurate and complete, and you understand that any failure by you to provide such information could result in an inaccurate diagnosis or treatment that could be harmful or ineffective.

- If you fail to provide information that is required to schedule or complete the UPMC live audio and video visit, you understand and agree that UPMC and the UPMC Provider reserve the right to refuse to schedule or terminate any UPMC live audio and video visit.
- You will comply with all instructions provided by the UPMC Provider following the submission of answers to questions required to obtain the diagnosis received during your UPMC live audio and video visit.
- UPMC is not liable for your failure to adhere to or be compliant with the UPMC Provider's recommendations or directions, which may include a referral to another provider or specialist.
- If you are seeking care on behalf of a minor, you are the minor's parent or legal guardian, you agree to these terms and conditions and all applicable references contained herein on the child's behalf, and you will be present with the child during the video portion of your UPMC live audio and video visit. If you are seeking care on behalf of an adult of whom you have proxy permission, you are the legal proxy for such adult, and you agree to these terms and conditions and applicable references contained herein on behalf of the adult.
- If you are seeking care on behalf of another person, you are seeking such care with no frivolous intent and are acting within the best interests of the patient.
- You are competent to use the live audio and video service, and you fully understand the terms and conditions set forth herein.
- You understand that there are limitations associated with a UPMC live audio and video visit that may not arise in a traditional, in-person setting, such as technical and connectivity issues that may occur during your live audio and video visit. You have voluntarily chosen to be treated by the UPMC Provider and understand these limitations.
- You have been given the opportunity to ask any and all questions about any medication(s) that may have been prescribed. You understand that there are risks and potential side effects as well as benefits in taking any medication.
- If you are prescribed a medication, you will use the medication for your own medical needs, and you will not distribute, sell, or otherwise dispense the medication(s) to any other person(s).
- You are not requesting the medication from multiple sources in order to provide or add to a stock of such medication or to exceed the amount necessary for your current personal medical needs.
- You understand that certain over-the-counter medications, including herbal medicines and nutraceuticals, may adversely react with prescription medications, and you agree that you will not take any of these over-the-counter medications without first consulting your pharmacist or your primary care physician.
- You will address with the UPMC Provider and your primary care physician any concerns regarding your UPMC live audio and video visit, questions, difficulties, or complications in connection with recommended treatment, or medications prescribed during your UPMC live audio and video visit.

You agree to indemnify and hold harmless UPMC and the UPMC Providers for any claims, damages, losses, charges, costs, expenses, and liabilities arising from or related to any breach by you of the above representations.

**e. Electronic Signatures**

By signing your name electronically on documentation provided by UPMC via UPMC Patient Portal or other electronic means, you agree that your electronic signature is the legal equivalent of your manual signature. You are entitled to receive a copy of any documents you sign electronically.

**f. Financial Responsibility**

**As applicable, UPMC will attempt to bill your applicable health care insurance provider for each UPMC live audio and video visit. Your financial responsibility for each UPMC live audio and video visit will be determined by your insurance coverage, if any. You agree and understand that you may be financially responsible for a copay and/or the full financial charge applicable to your UPMC live audio and video visit. If your health care insurance provider does not provide coverage for the services you receive, you do not provide your current health insurance provider information or if you do not have health insurance coverage you agree and understand that you are personally financially responsible for timely paying the then-current full financial charge applicable to your UPMC live audio and video visit.**

**g. Consent to Treatment**

When you elect to use UPMC's live audio and video service, you consent to the provision of medical services that may include a diagnosis and treatment plan and related prescribing of certain medication as determined by the UPMC Provider, referral(s), and/or recommendation for a different level of care, as considered necessary or advisable, diagnostic procedures, medical treatment by and/or suggestion for admission to a hospital or other healthcare facilities

and other healthcare providers which the UPMC Provider may consider necessary or advisable. You also agree that the UPMC Provider determines whether or not the condition being diagnosed and/or treated is appropriate for a UPMC live audio and video visit. You agree that you are subject to all the terms and conditions set forth in: [UPMC TPO](#).

You further understand that your health information may be shared with a health information exchange that UPMC participates in both on a regional and a national basis. If you choose not to participate in these exchanges, your health information will no longer be provided through the exchange. However, your decision does not affect the information that was exchanged prior to the time you chose not to participate. You can learn more about the health information exchanges UPMC participates in at [www.upmc.com](http://www.upmc.com).

**h. UPMC Patient Portal Proxy Access**

I understand that UPMC Patient Portal is not a tool to be used in the case of a medical emergency or urgent situation. If an emergency or urgent situation arises, I will seek appropriate emergency medical service.

I understand that UPMC Patient Portal is intended as a secure online source of certain confidential medical and billing information. If I share my UPMC Patient Portal username and password with another person, that person may be able to view health information about me or the patient.

I agree that it is my responsibility to select a confidential password, to maintain my password in a secure manner, and to change my password if I believe it may have been compromised in any way.

I understand that UPMC Patient Portal contains select medical information from a patient's medical record and that UPMC Patient Portal is a tool of convenience and does not substitute or reflect the complete contents of the patient's medical record. I further understand that UPMC Patient Portal contains information from UPMC physician offices that use UPMC's electronic health record system, and that the proxy will be able to access information from all of those physician offices. Such information may include information associated with HIV, mental health, drug and alcohol treatment.

I understand that in lieu of, or in addition to, select information contained in UPMC Patient Portal, I may access any and all of that patient's medical records that I am lawfully entitled to by contacting the appropriate UPMC facility's medical records department and requesting medical records in accordance with UPMC policy.

I understand that by obtaining proxy access, I will be permitted to do the following:

- request appointments for healthcare services with UPMC health care providers that participate in UPMC Patient Portal
- view select medical information that is available within UPMC Patient Portal
- request certain online medical services from UPMC AnywhereCare
- communicate via UPMC Patient Portal, by phone or in person with the patient's UPMC health care providers on UPMC Patient Portal regarding tests, treatments, medications, patient advice and administrative tasks
- communicate via UPMC Patient Portal with the applicable billing office regarding any of the patient's UPMC bills

I understand as a proxy I will be able to request certain online medical services from UPMC AnywhereCare, on the child's behalf. I accept financial liability for such service that includes applicable charges if the child's insurance does not cover all or part of this service.

I understand all activities within UPMC Patient Portal will be tracked by computer audit and that entries will become a permanent part of the medical record.

I understand that access to UPMC Patient Portal is provided by UPMC as a convenience to our patients and that UPMC has the right to deactivate proxy access to the UPMC Patient Portal account or that of the proxy at any time for any reason, including cases where UPMC reasonably believes that it is not in your best interest to continue to provide UPMC Patient Portal access to you as proxy.

Pediatric proxy access is a convenience tool provided at the sole discretion of UPMC. I understand that at age 13, access to a child's health record using UPMC Patient Portal will be limited or may be discontinued for privacy reasons. I acknowledge and agree that I am not entitled to an explanation of the reason for discontinuation.

I understand that Pediatric Proxy access will automatically discontinue when the child turns age 18. At that time the child may request their own account, or as the parent/legal guardian I can request Adult Proxy access.

I understand that in the event of the death of a proxied patient, UPMC Patient Portal proxy access to their medical information will be automatically discontinued. If you would like a copy of your family member's information electronically, you have the option to request them through UPMC's Medical Records request process.

I understand that additional documentation such as a driver's license copy may be requested for identity and signature verification purposes.

I will not use UPMC Patient Portal proxy access for frivolous purposes or for purposes unrelated to the care or treatment of the patient.

I understand the use of proxy access is for the care of the UPMC Patient Portal member. If I no longer need to have proxy access, I should notify UPMC immediately.

**i. UPMC Patient Portal Adolescent Accounts**

UPMC Patient Portal adolescent accounts are available for adolescents aged 13-17 who reside permanently in Pennsylvania. In order to apply for an account, the adolescent and their parent or legal guardian should contact the adolescent's UPMC pediatric provider for details on how to establish an account. The adolescent's parent or legal guardian must consent in advance to establish the account in consultation with the adolescent's UPMC pediatric provider. For adolescent behavioral health virtual services, the adolescent must be at least 14 years old.

Any live audio and video visits as well as any other messaging or communication conducted under the adolescent's UPMC Patient Portal account with UPMC and its providers is limited to certain confidential medical conditions pursuant to applicable law and as determined in the sole discretion of UPMC. Live audio and video visits for adolescents for routine care must be scheduled by the adolescent's parent or legal guardian.

At the sole discretion of UPMC, UPMC Patient Portal adolescent accounts may contain certain safeguards limiting the functionality and information available on UPMC Patient Portal for adolescents.

When the adolescent turns age 18 their UPMC Patient Portal adolescent account will automatically transition to an adult UPMC Patient Portal account. A written communication will be sent confirming the status of the account.

All terms and conditions set forth in the entire UPMC Patient Portal terms and conditions are hereby incorporated by reference and shall apply, to the extent applicable, to all UPMC Patient Portal adolescent accounts.

**j. Device Compatibility and Disclaimer**

Certain mobile devices, including smart phones and tablets, may allow you to complete the UPMC live audio and video visit using the mobile device. UPMC cannot and does not guarantee that every mobile device will allow you to use UPMC's live video and audio visit service. Also, UPMC is not responsible for any third-party mobile device, application, or system used to access and use the UPMC live audio and video visit service. Use of these third-party technologies is at your own risk. If your mobile device does not permit you to undertake and/or complete a UPMC live audio and video visit with a UPMC Provider, UPMC requests that you try using an appropriate desktop and/or laptop computer to undertake and complete the UPMC live audio and video visit. You must always take precautions in protecting your personal or confidential information and always ensure that your mobile devices and third-party technologies are used in a safe and responsible manner. UPMC is committed to providing information platforms that are reasonably accessible to all users, including those with disabilities.