

## **HOUSTON HEALTHCARE ACCESS PATIENT PORTAL USER AGREEMENT**

Houston Hospitals, Inc. d/b/a Houston Healthcare and its medical staff ("Health Provider", "Our", or "We") offer secure viewing as a service to patients ("Patient", "You", or "I") who wish to view parts of their health records. These services can be a valuable educational and communications tool, but have certain limitations and risks.

In order to manage these limitations and risks, Health Provider needs to impose some conditions of participation. This Patient Portal Consent Form ("Form") is intended to show and document that You have been informed of these limitations and risks, and the conditions of participation, and that You knowingly accept the limitations and risks, and agree to the conditions of participation. By creating an account and accessing the Patient Portal Site ("Site"), You acknowledge, understand, and agree to the following terms and conditions. Your failure to follow these terms and conditions may result in the termination of Your account and access to the Site.

Please note that NEITHER ONLINE COMMUNICATIONS NOR THE SITE SHOULD BE USED FOR EMERGENCY COMMUNICATIONS OR URGENT REQUESTS. This should occur via telephone or using existing emergency communication tools.

### **I. HOW THE SECURE PATIENT PORTAL SITE WORKS**

- A. The Site is a type of secure webpage that uses encryption to keep unauthorized persons from reading communications, information, or attachments. Please note, if you have provided an e-mail address that is shared between family members or other third parties, these persons could have access to your protected health information. Secure messages and information can only be read by someone who knows the right password or pass-phrase to log-in to the Site. Because the connection channel between Your computer and the Site uses secure sockets layer technology, You can read or view information on Your computer, but it is still encrypted in transmission between the Site and Your computer.
- B. Online communications between You and Health Provider do not decrease or diminish any of the other ways in which You can communicate with Health Provider. The Site is an additional option and not a replacement. Health Provider may stop providing online communications or change the services Health Provider makes available to You online at any time without prior notification to You.
- C. The Site provides the following functionality:
  - 1) see your health history
  - 2) get test results and
  - 3) view your medications
  - 4) view appointments
- D. The Site is not intended to provide diagnostic medical services. The following limitations apply:

- 1) Questions about results viewed via the Site should be directed to Your doctor.
- 2) The Site provides no internet based triage and treatment request.
- 3) Diagnosis can only be made and treatment rendered after You schedule and see Your doctor.
- 4) No request for narcotic pain medication will be accepted via the Site.
- 5) No request for re-fill medication for a condition not currently being treated by Your doctor will be accepted via the Site.

## **II. CONDITIONS OF PARTICIPATION FOR USING THE SITE**

A. The following procedures and conditions of participation relate to online communications and Your use of the Site:

- 1) In order to access the Site, You must be 18 years of age or older and be an active patient, or legal representative of a patient, of Health Provider. By accessing this site you certify that you are over 18 years of age.
- 2) You agree to not share Your password with anyone. Sharing Your password will enable others to have access to Your personal confidential medical information. You are solely responsible for protecting Your password.
- 3) You agree that the Site contains a communication service offered as a convenience to patients. You understand that it provides You with online access to portions of Your electronic medical record and that You are solely responsible for any sharing of Your content that You intentionally or unintentionally communicate to others.
- 4) You agree not to send any messages requiring urgent attention. Delays can occur based upon volume of communications and availability of staff. You will receive a response to any technical support questions within two (2) business days. Our regular business hours are Monday through Friday 8 a.m. to 5 p.m. If you have any questions about your condition or results viewed in the site please contact Your doctor's office directly by telephone. For all urgent medical matters, contact Your doctor's office or appropriate emergency responders.
- 5) You understand that messages will be reviewed by Your healthcare team, including medical assistants, to determine who can best respond to Your message. Your message will be routed to the appropriate individual and/or department for handling, and therefore, some employees, other than Your healthcare provider, may be involved in addressing Your request. If You only want a particular clinician to receive the information You should not send such information through the Site. Remember, use of the Site may not be appropriate if there is sensitive information that You would only wish to discuss directly with Your provider.
- 6) You understand that messages You send via the Site may be made part of Your permanent medical record at the discretion of the clinician. Once it is made part of Your record, it will be accessible to current and future staff members who are appropriately involved with Your care.
- 7) You understand that You may receive messages, test results and other

communications delivered via the Site. If You receive this information through the Site, in general You will not receive separate written communication regarding this information from Your health care team.

- 8) You understand that not all of Your medical record will appear on the Site. Posting of information is strictly at the discretion of Your individual clinician.
- 9) You should print or store (on a computer or storage device owned or controlled by You) a copy of all online communications and/or records that are important to You.
- 10) You should use online communications for limited purposes and with caution. If there is information that You do not want transmitted via online communications, You must inform Health Provider.
- 11) Health Provider is liable for improper disclosure of any confidential information or online communication to the extent arising from Health Provider's acts or omissions.
- 12) Online communication may not be the appropriate method to discuss or transmit certain information. Health Provider, in its sole discretion, may determine whether to respond to any online communication.
- 13) Follow-up is solely Your responsibility. You are responsible for scheduling any necessary appointments and for determining if an unanswered online communication was not received by Health Provider.
- 14) You are responsible for taking steps to protect Yourself and Your information from unauthorized use of online communications, such as keeping Your password confidential.
- 15) You agree to not engage in any form of illegal online communications when using the Site.
- 16) No patient or proxy shall be allowed to access, through the Houston Healthcare Access Patient Portal, any medical records that a patient would not be allowed to obtain under the Health Provider's general rules regarding patient medical records. Such records include mental health and alcohol or substance abuse records, which are subject to possible restriction by a patient's physician.
- 17) If You decide to authorize access to your medical records by a proxy, an Authorization for Proxy Access must be signed by You and provided to the Health Provider. All registrations for access by a proxy must be completed in person.
- 18) No proxy shall be allowed to access the medical records of a minor (under age 18) through the Patient Portal.

### **III. CHARGES FOR USING THE SITE**

- A. Health Provider may charge for certain online communications. You will be informed in advance when and if these charges apply. You will be responsible for payment of these charges if You accept and use any fee-based service. You may choose to contact Your insurance carrier to determine if they cover online communications.

### **IV. RISKS OF USING THE SITE**

- A. All medical communications, including online secure messaging, carry some level of risk. While the likelihood of risks associated with the use of the Site, particularly in a

secure environment, is substantially reduced, the risks are nonetheless important to understand.

- B. It is very important that You consider these risks each time You plan to communicate with Health Provider, and communicate in such a fashion as to mitigate the potential for any of these risks. These risks include, but are not limited to:
- 1) Online communications may travel much further than You plan, intend, or anticipate. It is easier for online communications to be forwarded, intercepted, or even changed without Your knowledge compared to paper communications.
  - 2) Online communication is easier to falsify than handwritten or hard copies. An unauthorized person may attempt to impersonate You to get Your medical information.
  - 3) It is harder to get rid of an online communication. Backup copies may exist on a computer or in cyberspace, even after You have deleted Your copies.
  - 4) Even though online communications relate to Your own medical records, such communications may not be private.
  - 5) Online communications are also admissible as evidence in court.
  - 6) The Site is protected using industry standard security measures. While the security measures will reasonably protect Your information and use of the Site, if You have any concerns regarding the security of Your information or the use of the Internet to access the Site, You should not access the Site.
  - 7) Online communications may disrupt or damage Your computer if a computer virus is attached. Patients are encouraged to use electronic protective measures (e.g. anti-virus software).
- C. Health Provider will use its best, commercially reasonable efforts to keep the Site free from error, but Health Provider cannot guarantee the completeness, accuracy, or adequacy of information on the Site. Health Provider cannot guarantee Site itself will be fault-free, but Health Provider will attempt to correct reported faults in a reasonable time frame.

## **V. PROTECTING YOUR PRIVATE HEALTH INFORMATION AND RISKS**

- A. The Site utilizes methods of communication and viewing that minimizes the likelihood that an unauthorized party can access or read messages while they are in transmission. No transmission system is perfect and We use industry standard measures to maintain electronic security. However, keeping messages secure depends on two additional factors:
- 1) the secure message must reach the correct email address; and
  - 2) only the correct individual (or someone authorized by that individual) must be able to get access to it.

Only You can make sure these two factors are present. We need You to make sure We have Your correct email address and are informed if it ever changes. You also need to keep track of who has access to Your email account so that only You, or someone You authorize, can see the messages You receive from Health Provider.

- B. If You receive secure messages from the Site, You need to keep unauthorized individuals from learning Your password. If You think someone has learned Your password, You should promptly go to the Site and change it.
- C. We will keep an electronic copy of all medically important online communications in Your Medical record in encrypted format.
- D. Health Provider will not forward online communications with You to third parties except as necessary for treatment or payment, as authorized by You or required by law.
- E. You agree to take steps to keep Your online communications to and from Health Provider confidential including:
  - 1) Do use a screen saver or close Your messages instead of leaving Your messages on the screen for passersby to read;
  - 2) Do not store messages on Your employer-provided computer; otherwise personal information could be accessible or owned by Your employer; Employers and online services may have a right to inspect and keep online communications transmitted through their system;
  - 3) Do not allow other individuals or other third parties access to the computer(s) upon which You store medical communications; and
  - 4) Do not use unsecure standard email for medical communications. Standard e-mail may lack security and privacy features and may expose medical communications to Your employer or other unintended third parties.
- F. Health Provider is fully committed to complying with all federal and state laws and regulations concerning the confidentiality of medical record information. Our HIPAA Notice of Privacy Practice can be found at:  
<http://www.hhc.org/For-Patients/Privacy-Practices>
- G. Health Provider may use data obtained from the Site without further authorization from You as part of Health Provider's educational activities and programs, and for research purposes so long as the information is de-identified and used in accordance with applicable state and federal regulations.

## **VI. DISCLAIMER**

HEALTH PROVIDER WILL ATTEMPT TO PROVIDE THE SITE WITHOUT INTERRUPTION, BUT ACCESS IS PROVIDED ON AN "AS IS AVAILABLE" BASIS. HEALTH PROVIDER DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS

Last Modified: March 14, 2014

Page 5

THE SITE AT ANY TIME OF YOUR CHOOSING. HEALTH PROVIDER CANNOT GUARANTEE THAT THE SITE WILL BE ERROR-FREE. SHOULD YOU HAVE CAUSE TO BELIEVE THAT YOUR INFORMATION ON THE SITE IS NOT ACCURATE OR THAT THERE IS AN ERROR WITH THE SITE, PLEASE CONTACT HEALTH PROVIDER IMMEDIATELY.

YOU AGREE THAT HEALTH PROVIDER TAKES NO RESPONSIBILITY FOR AND DISCLAIMS ANY AND ALL LIABILITY ARISING FROM ANY INACCURACIES OR DEFECTS IN THE INFORMATION, SOFTWARE, COMMUNICATION LINES, INTERNET OR YOUR INTERNET SERVICE PROVIDER, COMPUTER HARDWARE OR SOFTWARE, OR ANY OTHER SERVICE OR DEVICE THAT YOU USE TO ACCESS THE SITE.

## **VII. PATIENT ACKNOWLEDGEMENT AND AGREEMENT**

I acknowledge that I have read and fully understand this Form. I understand the limitations, and risks associated with online communications with Health Provider, and knowingly consent to the terms and conditions outlined herein. In addition, I agree to follow the instructions set forth herein and including the Policies and Procedures Regarding the Patient Portal as set forth in the Site log-in screen, as well as any other instructions that Health Provider may impose to communicate with Patients via online communications. Withdrawal of my consent must be submitted in writing to the Contact Us provided below.

### **CONTACT US:**

#### **Houston Healthcare Medical Records**

Houston Medical Center 478-542-7748

Or Perry Hospital 478-218-1619

## **VIII. MODIFICATION OF TERMS**

These Terms may be modified from time to time at our discretion. However we will take reasonable steps to notify you of material changes we make to these Terms. We display an effective date and a latest revision date on the Terms above so that you will know when there has been a change. You are responsible for regularly reviewing these Terms. Your continued use of Houston Healthcare Access constitutes your acceptance of the revised Terms. If you do not want to accept the revised Terms, you must close your Houston Healthcare Access Patient Portal account.

User Agreement/Terms and Conditions can be viewed any time from <http://www.hhc.org/hcaccess> or through the Terms and Conditions Link within your Houston Healthcare Access account.

## **IX. COPYRIGHT AND TRADEMARKS**

All content included on the Site, including, but not limited to, text, photographs, graphics, button icons, images, artwork, names, logos, trademarks, service marks and data, in any form including the compilation thereof, are protected by U.S. and international copyright law and conventions.

**X. SITE ACCESS AND LICENSES**

We grant a limited license to You to make personal use only of the Site and the associated services in accordance with this Form. This license expressly excludes, without limitation, any reproduction, duplication, sale, resale or other commercial use of the Site and the associated services, making any derivative of the Site or the associated services, the collection and use of user email addresses or other user information, including, without limitation, health information or any data extraction or data mining whatsoever.

**XI. LINKS TO THIRD PARTY SITES**

This Site may contain links to websites operated by other parties. The links are provided for Your convenience only. We do not control such websites and We are not responsible for the content and performance of these sites. The inclusion of links to other websites does not imply any endorsement of the material on the websites or any association by Health Provider with their operators. We do not operate, control or endorse any information, products or services provided by third parties through the Internet. Use of other sites is strictly at Your own risk including, but not limited to, any risks associated with destructive viruses. You are responsible for viewing and abiding by the terms and conditions of use and the privacy statements of the other websites.

**XII. MISCELLANEOUS**

By using Our public website, You agree that the laws of the state of Georgia will govern this Form and any dispute that might arise between You and Our organization, its doctors, nurses, staff or other affiliates. You expressly agree that exclusive jurisdiction for any dispute with Our organization, its affiliates, employees, contractors, officers and directors, resides in the courts of Georgia, sitting in Houston County, or the U.S. District Court for the Middle District of Georgia, Macon Division. Use of Our website is unauthorized in any jurisdiction that does not give effect to the terms and conditions set forth herein.

**Houston Healthcare Access Patient Portal Technical Support**

| access@hhc.org

---

Patient or Authorized Representative: PRINTED NAME

---

Patient or Authorized Representative: SIGNATURE

---

E-mail Address to be used in the Houston Healthcare Access Patient Portal: