**Community Health of East Tennessee, Inc.**

**Patient Portal Use Agreement**

This Patient Portal Use Agreement (“Agreement”) provides an explanation of your rights and responsibilities in using the Community Health of East Tennessee, Inc. patient portal (“Portal”), along with the rights and responsibilities of Community Health of East Tennessee, Inc. in operating the Portal.

I. What is the Portal? The Portal is a combination of Web-based programs that allows you to access your health information and allows for two-way communications between you, your healthcare providers and their staff. The Portal provides the ability to access past and present portions of your own protected health information (i.e. information from your medical records), including information obtained or created after the date on which this Agreement was signed, as maintained by our office. You may access the Portal online through the Internet, which will allow you to take a more active role in your health care and/or facilitate payment for services provided.

II. What services does our Portal provide? Our Portal is a secure web portal that allows you to:

a. Access your electronic medical record online

b. Review and print your medication list

c. Exchange messages with your provider

d. View lab reports

e. Refill prescriptions

f. Update personal information

g. Review educational materials for your specific health needs or general educational materials provided to all patients

III. Is our Portal private? Yes. This Portal uses industry standard security measures to reduce the possibility that an unauthorized person may/could intercept the communications between the Portal and the receiving personal computer. This technology is similar to the technology banks use for their online banking services. Secure messages and information can only be read by someone who knows the right password or pass-phrase to log in to the Portal site. Because the connection between the computer and the website uses secure sockets layer technology, you can read or view information on your computer, but it is still concealed in transmission between the website and your computer. This method of transmitting prevents unauthorized parties from being able to access or read information while it is being sent. No system is perfect and we will do our best to maintain electronic security. However, keeping

information secure depends on four additional factors that require your cooperation and assistance:

a. The secure message must reach the correct personal email address;

b. You must ensure that this personal email address is maintained and it is accessed on a regular basis;

c. The Portal User ID and password are considered personal identifiers and are used to control access to our Portal; therefore, you agree not to share or otherwise disclose them for any reason to anyone, including family members; and

d. You must notify us immediately if your User ID and password are stolen or otherwise jeopardized by calling (423)563-1038.

IV. Is there a charge for using our Portal? No, the Portal is provided as a courtesy to our patients at this time. However, Community Health of East Tennessee, Inc. has the right to charge for this service upon notice in the future, as allowed by law. If Community Health of East Tennessee, Inc. begins charging for Portal use at any time, you will still have the right to access your records through our office

medical records staff, as provided in our Notice of Privacy Practices.

V. Acknowledgement of Rights, Responsibilities and Rules. By using the Portal, you agree to and understand the following rights, responsibilities and rules that apply to use of our Portal:

a. Using our Portal is entirely voluntary and will not impact the quality of care you receive from Community Health of East Tennessee, Inc. should you decide not to use our Portal. This office will not condition treatment or payment for health care on whether or not you use the Portal or sign this agreement.

b. Your Portal communications are evaluated and responded to by appropriate authorized personnel. This office’s ability to respond immediately is not guaranteed.

c. You agree you will not use the Portal for emergencies or urgent matters. If you have symptoms or a health-related concern that requires urgent attention, such as [uncontrollable bleeding or chest pain], you should seek immediate care at the nearest emergency room or immediately contact emergency medical personnel by phone at 9-1-1.

d. The communications that occur through our Portal between you and your provider and his/her staff may become a part of your medical record. You agree to only send truthful and accurate information about you to Community Health of East Tennessee, Inc. through your Portal account.

e. Diagnosis will not be done solely through our Portal. A diagnosis can only be made and treatment rendered after you schedule an appointment and see a provider.

f. No request for narcotic pain medication or refills will be accepted through a Portal request.

g. It is your responsibility to maintain the User ID and password in a secure location that is inaccessible to anyone. It is also your responsibility to keep track of who has access to your email account so that only you, or someone you authorize, can see the messages received from us.

h. For security purposes, you agree to log off of your account when you are not using it.

i. If there is information that you do not want sent via online communication, you must inform Community Health of East Tennessee, Inc. in writing.

j. You should report to Community Health of East Tennessee, Inc. any information that appears inaccurate about your health care and/or billing, and any other indications that your information may have been compromised.

k. You should also inform Community Health of East Tennessee, Inc. of any changes to your e-mail address.

l. Portal request made during non-office hours i.e. holidays, weekends and after hours will be responded to within 24 hours of the following business day.

VI. Community Health of East Tennessee, Inc. Rights and Responsibilities.

a. This office will not include health care or billing details in emails sent to your personal email address. Personal information will only be included in communications sent through our Portal.

b. This office may, but is not required to, audit all content, access, and information stored in or passing through our Portal.

c. This office is not liable for any claims and/or damages arising from the following:

i. Inaccurate or incomplete information provided by you through the Portal.

ii. Interruption in the ability to access our Portal due to technical difficulties, technical maintenance, or system failure.

iii. Access of protected health information through our Portal due to your negligent sharing or loss of your User ID and password or leaving our Portal accessible when unattended. Any protected health information accessed in this manner may be available to others and is no longer protected by this office’s privacy practices.

iv. Any and all claims due to access by anyone else to any and all protected health information printed and/or downloaded by you from our Portal.

v. Unauthorized access and/or use of the Portal by you that includes, but is not limited to, a violation of the HIPAA Privacy or Security, HITECH, State, and/or local laws.

vi. Your intentional breaking/exploiting of this Agreement and/or Portal security measures, such as through malware or other tools or techniques.

d. This office has the right to deactivate your access to the Portal at any time, suspend or terminate our Portal offering or modify the services offered through our Portal for any reason, including, but not limited to, suspicion of unauthorized or inappropriate use of our Portal. You will continue to have access to your medical records through direct contact with the office, as required by HIPAA.

e. This office reserves the right to modify the terms and conditions of this agreement and overall layout of our Portal as necessary at any time.

VII. Revoking this Agreement. This Agreement remains in effect until you, your legal guardian, or your Personal Representative, cancel it in writing to Community Health of East Tennessee, Inc.. Your cancellation request will not apply to any use, access, disclosure, and/or communication already made under this Agreement.

VIII. Disclaimer. Community Health of East Tennessee, Inc. Portal may provide you with links to a third party website not owned, operated or affiliated with Community Health of East Tennessee, Inc.. Community Health of East Tennessee, Inc. has no control over these websites or content on them and do not endorse the content with any hyper linked website. I agree to not hold the Community Health of East Tennessee, Inc. responsible, nor liable, directly or indirectly, for any claim in connection with computer viruses, Trojan horses, or other code that manifests contaminating with destructive properties to computers. Please let us know if you discover any inaccurate, inappropriate, or contaminated hyperlink.

I acknowledge that I have read and fully understand this consent form. I have been given the risks and benefits of the patient Portal and understand the risks associated with online communications between Community Health of East Tennessee, Inc. and patient, and consent to the conditions outlined herein. In addition, I agree to adhere to the policies set forth herein, as well as any other instructions or guidelines that Community Health of East Tennessee, Inc. may impose for using the Portal. I have been proactive about asking questions related to this agreement. All of my questions have been answered with clarity. By signing below, I hereby give my informed consent to participate in Community Health of East Tennessee, Inc. Portal, and I hereby agree to and accept all of the provisions contained above.

A copy of this Agreement will be provided to you and one will be also be included in your Community Health of East Tennessee, Inc. medical record.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Personal Representative Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Personal Representative Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For more information about this Agreement or about the Portal generally, please contact Community Health of East Tennessee, Inc. at 423-562-1705.

02/2018