

Patient Portal Use Agreement

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

- I. What is the patient portal? The patient portal is a combination of Web-based products that allows you to access your health information and, if applicable, 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. your medical and billing records), including information obtained or created after the date on which this Agreement was signed, 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 patient portal provide? Our patient portal is a secure web portal that allows you to:
 - a. Access your electronic medical record online
 - b. Review and print your medical list
 - c. View upcoming appointments
 - d. View lab reports
 - e. Update personal information
 - f. 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 or otherwise access your medical record. Because the connection channel between the computer and the website uses secure sockets layer technology, you can read or view information on your computer, but it is still encrypted in transmission between the website and your computer. This method of communication and viewing prevents unauthorized parties from being able to access or read messages while they are in transmission. No transmission system is perfect and we will do our best to maintain electronic security. However, keeping messages secure depends on two additional factors that require your cooperation and assistance:
 - The secure message must reach the correct email address; and
 - The correct individual (or someone authorized by that individual) must have access to the email account.

- IV. Is there a charge for using our portal? Our portal is provided as a courtesy to our patients at this time. However, West Tennessee Gastro Clinic has the right to charge for this service upon notice in the future, as allowed by law. If West Tennessee Gastro Clinic begins charging 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 West Tennessee Gastro Clinic patient 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 West Tennessee Gastro Clinic 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. The portal should not be used 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 doctor and his/her staff may become a part of the medical record.

- 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 the doctor.
- f. No request for narcotic pain medication or refills will be accepted, if you are not currently being treated by this West Tennessee Gastro Clinic.
- g. Your portal User ID and password are considered personal identifiers and are used to control access to our portal; therefore, you should not share or otherwise disclose them for any reason to anyone, including family members.
- h. 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.
- i. You are required to notify our office immediately if your username and password has been stolen.
- j. If there is information that you do not want transmitted via online communication, you must inform West Tennessee Gastro Clinic in writing.
- k. You should report to West Tennessee Gastro Clinic any information that appears inaccurate about your health care and/or billing, and any other indications that your information may have been compromised.
- l. You should also inform West Tennessee Gastro Clinic of any changes to your e-mail address.

VI. [PRACTICE] 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 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.
 - ❖ Access of protected health information through our portal due to patient's negligent sharing or loss of their User ID and password or leaving our portal accessible when unattended by the patient. Any protected health information accessed in this manner may be available to others and is no longer protected by this office's privacy practices.
 - ❖ 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.
- d. This office has the right to deactivate patient 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, you legal guardian, or you Personal Representative, revoke it in writing to West Tennessee Gastro Clinic. Your revocation request will not apply to any use, access, disclosure, and/or communication already made under this Agreement.

I acknowledge that I have read and fully understand this consent form. I have been given risks and benefits of the patient portal and understand the risks associated with online communications between West Tennessee Gastro Clinic 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 West Tennessee Gastro Clinic may impose for online communications. 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 West Tennessee Gastro Clinic portal, and I hereby agree to and accept all of the provisions contained above. A copy of this Agreement will be included in my medical record.

Date: _____

Date of Birth _____

Name: _____

Signature: _____

Email Address: _____

Telephone Number: _____

Personal Representative Relationship: _____

Personal Representative Signature: _____

This Agreement is effective until you, or your personal representative, provides Medical Specialty Clinic with written notice of its revocation.

For more information about this Agreement or about the patient portal generally, please contact West Tennessee Gastro Clinic at 731-424-1001 or patientportaladmin@wth.org.