

Terms, Conditions and Agreement For Patient Use for Patient Portal

Practice: Essex Conty OB/GYN Assciates (the Practice)

By accessing or using the Practice's Patient Portal (the Portal), the user / patient (user) acknowledges and agrees to comply with the guidelines stated below and all the terms and conditions of this Agreement.

- User agrees NOT TO SHARE their password with anyone. Sharing their password will enable others to have access to their personal confidential medical information and users are solely responsible for protecting their password.
- User agrees not to send any messages requiring urgent attention. Delays can occur based upon volume, availability of staff and the complexity of your condition. If you need a response in less than two (2) business days please contact your clinician's office directly by telephone. Our regular business hours are Monday through Friday 8 a.m. to 5 p.m. For all urgent medical matters, contact your clinician's office or dial 911 if emergency attention is needed.
- User agrees that the Portal is a communication service offered as a convenience to patients. User understands that it provides user with online access to portions of their electronic medical record and that they are solely responsible for any sharing the Portal content that you intentionally or unintentionally communicate to others.
- User understands that messages will be reviewed by their healthcare team, including Medical Assistants, to determine who best can respond to their message. Their message will be routed to the appropriate individual and/or department for handling, and therefore, some employees, other than their healthcare provider may be involved in addressing their request. If user only wants a particular clinician to receive the information user should not send such information through the Portal. Remember, use of the Portal may not be appropriate if there is sensitive information that user would only wish to discuss directly with their provider.
- User understands that they may receive messages, test results and other communications delivered via the Portal. If they receive this information through the Portal, in general user will not receive separate written communication regarding this information from their health care team.
- User understands that messages they send via the Portal may be made part of their permanent medical record at the discretion of the clinician. Once it is made part of their record, it will be accessible to current and future staff members who are appropriately involved with their care.
- User understands that not all of their medical record will appear on your The Portal. Posting of information is strictly at the discretion of their individual clinician.

Security

All communications between the user and their health care team and access to their personal health information using the Portal are carried over a secure, encrypted connection directly into a segregated section of the electronic medical record. While the Practice uses state-of-the-art security, no system can perfectly guard against risks of intentional intrusion or inadvertent disclosure of information. When using the Portal, information will be transmitted over a medium that is beyond the control of its contractors. THE USER HEREBY EXPRESSLY ASSUMES THE SOLE RISK OF ANY UNAUTHORIZED DISCLOSURE OR INTENTIONAL INTRUSION, OR OF ANY DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE USE OF THIS SERVICE. Once the information is received by the Practice, the user's medical information will be treated as confidential and given the same protection that all other electronic medical records are given. While the

user may receive Internet e-mail messages notifying them of new messages in their Portal Inbox, these e-mails will not contain confidential medical information.

When the user initially enrolls to use the Portal, they will be provided a Personal Identification Number (PIN). It is extremely important that the user keep their PIN, the Portal ID (username) and password in a secure location and completely confidential. Anyone with access to the user's PIN, the Portal ID (username) and password will be able to view their medical information and communicate with the user's health care team as if that person were the user. It is the user's responsibility to prevent disclosure of their temporary access code and password and to change their password if you feel that your security has been compromised. The user can change their password in the Portal at any time by choosing "Change password" under the preferences options.

Confidentiality

The user's login name and password are key to protecting the confidentiality of the user's information. The user is responsible for keeping their password confidential. It is only known by the user and can only be changed by the user online. The user's password is not known by anyone at the Practice.

As the Practice provides the user's health care, the Practice is required to maintain documentation of the user's medical history, current conditions, treatment plan and all treatments given, including the results of all tests, procedures and therapies. Messages the user sends via the Portal may be made part of the user's permanent medical record at the discretion of the clinician. Once it is made part of the user's record, it will be accessible to current and future staff members who are appropriately involved with the user's care.

The Practice is deeply committed to protecting patients' rights to privacy, and to safeguarding patient information. The Practice has detailed policies and procedures regarding access to all records by the Practice workforce. These policies conform to state and federal law and are designed to safeguard patient privacy.

The Practice workforce is educated in confidentiality policies and the appropriate use of medical information. The Practice patients' medical information is held in strictest confidence.

All electronic medical record content is subject to all state and federal statutes governing the security and confidentiality of medical records.

Discontinuing Use of the Portal

The user may discontinue their use of the Portal at any time by sending a secure message to their primary care physician's office requesting this change.

User agrees that they will not post any offensive material on this site. If it is determined that the user has violated this agreement and/or abused the use of this service, the Practice reserves the right, at the Practice's sole discretion, to discontinue the user's use of this service. The user will be notified if their Portal service is discontinued.

Copyright and Trademarks

All content included on the Practice's public websites, including, but not limited to, text, photographs, graphics, button icons, images, artwork, names, logos, trademarks, service marks and data (the

“Content”), in any form including the compilation thereof, are protected by U.S. and international copyright law and conventions.

Site Access and Licenses

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Links to Third Party Sites

The Portal may contain links to websites operated by other parties. The links are provided for the user’s convenience only. The Practice does not control such websites and is 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 with their operators. The Practice does not operate, control or endorse any information, products or services provided by third parties through the Internet. Use of other sites is strictly at the user’s risk including, but not limited to, any risks associated with destructive viruses. The user is responsible for viewing and abiding by the terms and conditions of use and the privacy statements of the other websites.

No Warranties

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General

By using the Portal, user agrees that the laws of the state of Massachusetts will govern these Terms and Conditions of Use and any dispute that might arise between the user and the Practice, its doctors, nurses, staff or other affiliates. The user expressly agrees that exclusive jurisdiction for any dispute with the Practice, its affiliates, employees, contractors, officers and directors, resides in the courts and the user further agrees and expressly consents to the exercise of personal jurisdiction in the courts in connection with any claim involving the Practice, its affiliates, employees, subsidiaries, contractors, officers and directors. Use of the Portal is unauthorized in any jurisdiction that does not give effect to the terms and conditions set forth herein.