

Community Memorial Hospital Patient Portal Terms of Use

Community Memorial Hospital (CMH) has partnered with IntelliChart to offer the secure exchange of health information and communications. This service is called a "Patient Portal" and allows patients to view parts of their records, view health care-related information, and communicate with CMH staff. When you use the Patient Portal, you agree to the following set of rules (the "Terms of Use" or "Agreement").

As you navigate the Patient Portal, you will become aware of the functionalities and limitations of the Patient Portal. CMH reserves the right to add to or limit the functionality of the Patient Portal. CMH may modify the Terms of Use at any time. Any modifications made will be effective immediately upon posting to the CMH website.

General Terms of Use

Proper Subject Matter

- DO NOT use the Patient Portal to communicate (i) an emergency, (ii) an urgent issue or (iii) sensitive information. If you have or suspect that you have a medical problem or condition, please contact a qualified health care professional immediately. If you are experiencing an emergency, please dial 911 or call for emergency medical help on the nearest telephone.

- Be sure that all information that you enter is true, accurate, complete, and updated whenever there is a change.
- Only individuals 19 or older at the time of registration are eligible to access the Patient Portal.

Patient Portal Functionality

The Patient Portal provides you the following functionality:

- View lab results and vitals from your visit.
- View and print continuity of care document.
- View and submit updates to your health information.
- View selected health information (allergies, medications, current problems, past medical history).
- Send medical records to another provider.
- Access health education information.

Communications/Privacy

- Communication via the Patient Portal may be included in your permanent medical record.
- All e-mail address lists will be kept confidential and such lists will not be shared with other parties, unless necessary to carry out the Patient Portal operations.
- A variety of healthcare and administrative personnel (such as nurse practitioners, physician assistants, registered nurses, certified medical assistants, clerks, etc) will be involved in reading, processing information submitted through the Patient Portal.
- CMH will not answer questions or send protected health information by regular e-mail. Questions should be directed to CMH via telephone.
- Please review the CMH Notice of Privacy Practices for information on how CMH handles your personal health information. The Notice of Privacy Practices can be viewed at <http://www.syracusecmh.org/wp-content/uploads/2013/09/NOTICE-OF-PRIVACY-PRACTICES-2013.pdf>. If you have concerns regarding the privacy of your information, please speak with Michael Harvey CEO.

Changes to Terms of Use

These Terms of Use may be modified from time to time and the modified Terms of Use will be posted on the CMH website. If you continue to use the Patient Portal, you will be deemed to have agreed to follow the modified Terms of Use. If you do not agree with the modified Terms of Use, then you must notify us that you no longer wish to use the Patient Portal.

Medical Advice and Information Disclaimer

The Patient Portal may from time to time include information posted by the CMH in the form of news, opinions, or general educational materials that should not be construed as specific medical advice or instruction from CMH. Nothing in the Patient Portal is intended to be used for medical diagnosis or treatment. The information posted by CMH on the Patient Portal should not be considered complete, nor should it be relied on to suggest a course

of treatment for a particular individual or condition. You should always seek the advice of a qualified health care provider with any questions you may have. You should never disregard medical advice or delay in seeking it because of something you may have read on the Patient Portal. When CMH posts information provided by a third party, CMH will make reasonable efforts to include a notice that such information is authored by a third party and not by CMH. Regarding such third-party information, CMH does not warrant, either expressly or by implication, the factual accuracy of the information posted, nor does it adopt any statement as its own, or warrant any information offered by the author of said information. Although CMH believes all statements made to be reliable and accurate based upon representations made by the authors themselves, CMH cannot guarantee that such statements are reliable and accurate and CMH accepts no fault or liability for any error or omission with respect to such statements.

Patient Portal Guidelines and Security

How Secure Patient Portal Works

The Patient Portal is a web-based service powered by IntelliChart that uses encryption and other security measures designed to keep unauthorized persons from reading communications, information, or attachments. Secure messages and information contained in the Patient Portal are designed to be read only by someone who knows the correct Access Information needed to log in to the Patient Portal.

How to Use Patient Portal

1. To Enroll for the Patient Portal email the Patient Portal team: patientportal@syracusecmh.org. You will also have to agree to the IntelliChart's Terms of Use.
2. You may also enroll in the Patient Portal by visiting the CMH in person. In person identification verification will be required prior to access to the Patient Portal.
3. Call CMH at [402-269-7676](tel:402-269-7676) and ask for help if you have challenges accessing or navigating the Patient Portal.

You are solely responsible for maintaining the confidentiality of your login information. CMH shall not be held liable for any unauthorized use of this information. You may authorize another adult to have access to your Patient Portal account. You may revoke such proxy access at any time by contacting the CMH Patient Portal Team.

Availability of the Patient Portal

Access to this secure Patient Portal is an optional service, and may be suspended or terminated at any time and for any reason. Further, CMH may, in its sole discretion, terminate your access to the Patient Portal, or any portion thereof. CMH may notify you that you have breached these Terms of Use and that your account is being terminated. These actions are in addition to and not in lieu or limitation of any other right or remedy CMH may have available at law.

User Account, Password, and Security

You will receive a user name and password (collectively, "Access Information") upon completing the registration process through IntelliChart. You are responsible for maintaining the confidentiality of the Access Information and are fully responsible for all activities that occur under your Access Information. You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your Access Information. It is your sole responsibility to:

- Control the dissemination and use of your Access Information; and
- Authorize, monitor, and control access to and use of your records, account and Access Information.

You agree to (a) immediately notify CMH of any unauthorized use of your password or account or any other breach of security; and, (b) ensure that you exit from your account at the end of each session. CMH shall not be liable for any loss or damage arising from your failure to comply with these Terms of Use.

Miscellaneous Provisions

Disclaimer

THE PATIENT PORTAL AND ANY INFORMATION CONTAINED HEREIN OR PROVIDED THROUGH THE PATIENT PORTAL ARE PROVIDED ON AN "AS IS" BASIS. ALL ACCESS TO AND USE OF THE PATIENT PORTAL IS VOLUNTARY AND AT THE SOLE RISK OF THE USER.

CMH, and our content providers, cannot and do not guarantee or warrant against errors, omissions, delays, interruptions or losses, including loss of data. Users of the Patient Portal are responsible for maintaining a means external to CMH for the reconstruction of any lost data.

Warranties and Limitation of Liability

CMH DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR NONINFRINGEMENT, OR ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICES, OR WITH RESPECT TO ANY INFORMATION, PRODUCT, SERVICE, MERCHANDISE OR OTHER MATERIAL PROVIDED ON OR THROUGH THE PATIENT PORTAL. WE DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, CORRECTNESS, TIMELINESS OR USEFULNESS OF ANY INFORMATION, PRODUCTS, SERVICES, MERCHANDISE OR OTHER MATERIAL PROVIDED THROUGH THE SERVICES OR ON THE PATIENT PORTAL GENERALLY. WE MAKE NO WARRANTY OR GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

CMH IS NOT LIABLE TO ANY USER, OR ANY THIRD PARTY, FOR ANY DECISION MADE OR ACTION TAKEN BY, ANY USER, OR ANYONE ELSE BASED ON INFORMATION CONTAINED ON THE PATIENT PORTAL OR PROVIDED THROUGH THE SERVICES; OR, DUE TO RELIANCE UPON INFORMATION CONTAINED ON THE PATIENT PORTAL OR PROVIDED THROUGH THE SERVICES.

TO THE FULLEST EXTENT PERMITTED BY LAW ANY CLAIMS ARISING IN CONNECTION WITH YOUR USE OF THE PATIENT PORTAL AND ANY OF ITS CONTENT, MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE OF THE EVENT GIVING RISE TO SUCH ACTION OCCURRED.

Indemnity

You agree that you are solely responsible for anything you post on the Patient Portal and that you will defend, indemnify, and hold CMH, its officers, directors, affiliates, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms of Use or any claims based upon your postings on the Patient Portal.

Governing Law and Venue

This Agreement shall be construed in all respects under the laws of the State of Nebraska, exclusive of its choice of law or conflict of law provisions. You irrevocably agree to submit to the exclusive personal jurisdiction of the state and federal courts located in Nebraska. You waive any jurisdictional, venue or inconvenient forum objections to such court.

Contact Information

We hope you find the Patient Portal helpful and convenient to use. Questions or comments regarding the Patient Portal should be directed by electronic mail to patientportal@syracusecmh.org or to the following address:

Community Memorial Hospital
Attn: Laura Lea Fossenbarger
1579 Midland Street
Syracuse, NE 68446
402-269-7676

Patient Acknowledgement and Agreement

By signing below, I acknowledge that I received the Patient Portal Terms of Use and that I understand and agree to abide by all of the provisions of the Patient Portal Terms of Use, as they may be modified from time to time.

Print Name of Patient

Date

_ Patient_Signature _____

Signature of Patient

Print Name of Legal Representative
to Patient (if applicable)

Relationship of Legal Representative

Signature of Legal Representative

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