

Jackson County Memorial Hospital Patient Portal User Consent Agreement

Jackson County Memorial Hospital (JCMH) provides this site in partnership with Meditech for the exclusive use of its established patients. The patient portal is designed to enhance patient - physician communications. All patient users must be established by a previous hospital or office visit.

We strive to keep all of the information in your records correct and complete. If you identify any discrepancy on your record, you agree to notify us immediately. Additionally, by using the Patient Portal, the user agrees to provide factual and correct information.

The information on the Patient Portal is maintained by Jackson County Memorial Hospital at 1200 East Pecan, Altus, Oklahoma 73521. For questions about this site, contact the JCMH IT Help Desk at 580-379-5550 or the JCMH Health Information Management Department at 580-379-5720 or email patientportal@jcmh.com.

The Patient Portal does provide the following services:

- Appointment scheduling cancellations
- Non-urgent medical advice
- Non-urgent medical follow-up (including some types of test results)
- Non-urgent medical correspondence

The Patient Portal is not intended to provide internet based diagnostic medical services. Diagnosis can only be made and treatment rendered after the patient schedules and SEES the doctor. If you feel you need to see your doctor right away, please call your physician office to schedule an appointment.

The Patient Portal is NOT intended to be used for any of the following:

- Internet based triage and treatment request
- Emergent communications or services. **Any emergent conditions should be seen by the Emergency Department or dial 911**
- Requests for narcotic pain medication
- Report mental health issues
- Report drug and alcohol problems
- Report HIV and other sexually transmitted diseases

The electronic information in the online medical records available through the JCMH Patient Portal is only available in English at the present time.

The Patient Portal is provided as a courtesy to our valued patients. However, if abuse or negligent usage of the patient portal occurs and persists, we reserve the right at our own discretion to terminate Patient Portal offering, suspend user access, or modify services offered through the Patient Portal.

The data provided on the Portal is on a HIPAA compliant Virtual Private Network (VPN) with high level encryption that exceeds the HIPAA standards. While we believe that the IT infrastructure and data are safe and secure, it does not guarantee unforeseen adverse

events cannot occur. To the extent that it is possible, Jackson County Memorial Hospital has undergone rigorous IT implementation and security standards exceeding industry recommendations.

Please read our Notice of Privacy Practices for information on how private health information is used at Jackson County Memorial Hospital. All new patients have been offered a copy of our Notice of Privacy Practices on their first visit to Jackson County Memorial Hospital. If you do not recall receiving a copy or feel you need to reacquaint yourself with our Notice of Privacy Practices, please request a copy and one will be provided to you for your review.

After your Portal registration has been completed, the Patient Portal may be accessed in two ways:

1. Directly by going to this URL: <https://patientportal.jcmh.com>
2. Jackson County Memorial Hospital website: <http://www.jcmh.com> and clicking on the patient log-in tab

While Patient Portal is user friendly, limited technical support questions can be directed to the JCMH IT Help Desk at 580-379-5550 or by email to patientportal@jcmh.com. All phone and email requests will be answered within one business day. Please keep in mind you should not expect to receive a response on weekends, holidays, or any other time business offices at Jackson County Memorial Hospital may be closed.

If you have reasons to believe that a breach of Protected Health Information has occurred within the Patient Portal and Jackson County Memorial Hospital has not satisfactorily remedied the situation, you may file a complaint to the U.S. Department of Health and Human Services Office for Civil Rights, Regional Office at:

Office for Civil Rights
U.S. Department of Health and Human Services
999 18th Street, Suite 417
Denver, CO 80202
Voice Phone: (303)844-2024
FAX: (303)844-2025
TDD: (303)844-3439

Jackson County Memorial Hospital Patient Portal Terms of Use

TERMS OF USE

Welcome to the Jackson County Memorial Hospital Patient Portal. The Patient Portal provides information about upcoming appointments; recent visits or services; personal health information regarding medications or allergies; and other related products and services.

USE OF WEBSITE:

The use of this website and the services offered to you are subject to the conditions of this Terms of Use. The Patient Portal services are only available to users who have requested and been provided access by Jackson County Memorial Hospital (JCMH). JCMH reserves the right to update or change the Terms of Use at any time for any reason by posting the modified Terms of Use on the Patient Portal. If you disagree with any modifications, you must cease all access to and use of the Patient Portal. Your continued access to and use of the Patient Portal will deem your acceptance with the modified Terms of Use.

USE OF SERVICES:

- You agree that you will only use the JCMH Patient Portal for legitimate reasons associated with your health care or the healthcare of another when assigned by the patient as Proxy.
- You may request a JCMH Patient Portal account for yourself, your minor children that are twelve years old and younger, individuals eighteen years or older who have given you written authority (Proxy) or individuals thirteen years or older that you have written authority to make healthcare decisions. You may not request or access the JCMH Patient Portal for anyone else. If you request an account on behalf of a Proxy, you will be required to provide documentation of your authority (for example, a durable power of attorney) before you can receive access to that person's health information. This must be done in person in the Health Information Management Department at Jackson County Memorial Hospital.
- You understand that the Patient Portal does NOT provide medical advice. It is not a substitute for professional medical advice, diagnosis or treatment. You should always seek the advice of a physician or other qualified health care provider with your health questions.
- Please note that PATIENT PORTAL COMMUNICATIONS SHOULD NEVER BE USED FOR EMERGENCY COMMUNICATIONS OR URGENT REQUESTS. Instead, call your doctor or seek immediate attention in the nearest Emergency Department.
- Patient Portal communications will be used only for limited purposes. The Patient Portal should be used with caution. If there is information that you don't want transmitted via online communications, you must inform the JCMH Health Information Management Department.
- If you find errors in the health information contained on the Patient Portal, you may request a correction or amendment by contacting the Health Information Management Department at JCMH.
- You agree not to use the Patient Portal to: transmit any information that is unlawful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, hateful or racially, ethnically or otherwise objectionable. You further agree you will not transmit any unsolicited or unauthorized materials, advertising, junk mail, spam, chain letters, pyramid schemes or other forms of solicitation.

- You will not intentionally transmit any material that contains software viruses or other codes, files or other programs designed to interrupt, hack, destroy or limit the functionality of any computer hardware or software that would interfere or disrupt the Patient Portal's services or servers or networks connected to and supportive of the portal.
- JCMH cannot be held responsible for any delays in online communication, transmittal or accuracy of information.
- Follow-up is solely your responsibility. You are responsible for scheduling any necessary appointments and for determining if an unanswered online communication was received.
- You are responsible for taking steps to protect yourself from unauthorized use, such as creating a strong password and keeping it confidential. Strong passwords should be at least 8 characters with a mixture of upper and lower case letters, numbers and symbols. Simple passwords put your security and your information at risk.
- You agree to immediately notify JCMH of any unauthorized use of your password or any other breach of security. JCMH is not responsible for breaches of confidentiality caused by you or an independent third party. However, we will help you mitigate unauthorized access to your account.

MESSAGING:

- By using the JCMH Patient Portal, you acknowledge and agree that this messaging service is intended to facilitate dialogue regarding personal health matters. You agree to not use the JCMH Patient Portal to post or send any illicit or offensive material.
- You understand that not all JCMH physicians participate in sending and receiving electronic communications. If one of your physicians is not listed as a potential recipient of email through the JCMH Patient Portal do not use the JCMH Patient Portal messaging to contact him/her electronically. You should call to make an appointment or to speak with that physician.
- While the JCMH Patient Portal supports many different types of communication, it is best for you and your health care provider to agree on the type of communication most appropriate in your particular case. JCMH physicians reserve the right to decline email correspondence with patients for any reason. If your request to correspond by email is declined, then call your healthcare provider to make an appointment or to speak with that physician.
- You understand that messages will be routed to the appropriate department as necessary for handling, and therefore JCMH employees, other than your healthcare provider (physician, nurse practitioner and/or physician's assistant), may be involved in addressing your request. If your physician is out of the office or unavailable to respond, messages sent via the JCMH Patient Portal may be routed to other authorized healthcare providers within JACKSON COUNTY MEMORIAL HOSPITAL (JCMH) to facilitate a timely response to your request. Therefore use of the JCMH Patient Portal may not be appropriate if there is sensitive information that you want to discuss directly with your healthcare provider.
- You understand that your JACKSON COUNTY MEMORIAL HOSPITAL (JCMH) health care team may send you messages, test results, and other communications via the JCMH Patient Portal as authorized in the sole discretion of your physician. These messages may contain information important to your health and medical care. It is your responsibility to monitor these messages. By entering your valid and functional email address at registration, you have enabled JACKSON COUNTY MEMORIAL HOSPITAL (JCMH) to notify you of messages sent to your JCMH Patient Portal inbox. You further agree that JACKSON COUNTY MEMORIAL HOSPITAL (JCMH) will not be liable for any loss, injury, illness, damages, or claims of any kind resulting from your failure to timely read messages you may receive through the JCMH Patient Portal.

PRIVACY AND SECURITY:

Form ID: PTPORTREG Revised: 06/15/2014

Printable Location: On Calvin under Health Information Management

Original File: G:\Intranet\Forms\Health Information Management\PTPORTREG – Patient Portal Registraion.doc

- The pages on the JCMH Patient Portal website are subject to JCMH's privacy and security policies. We will collect, access, safeguard, use or disclose your information through this portal only in accordance with applicable federal and state laws (such as HIPAA), our internal policies and procedures and in accordance with our Notice of Privacy Practices.
- You grant JCMH and all other business associates, persons or entities involved in the operation of the Patient Portal the right to transmit, monitor, retrieve, store and use your submissions in connection with JCMH's control and maintenance of its Patient Portal services. JCMH cannot guarantee that: (a) the information during its transmission will be protected against loss, misuse or alteration by third parties; (b) access to your account and any information or data you submit to JCMH will be uninterrupted; (c) any encryption technology used by JCMH will not be breached.

DISCLAIMER OF WARRANTIES:

- The services on the Patient Portal are provided on an "As-Is" and "As available" basis. JCMH will regard all access to and use of the Patient Portal as voluntary and at your sole risk.
- JCMH does not make any express or implied warranties about the Patient Portal, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement.
- JCMH disclaims all warranties that the Patient Portal will meet your needs, or that it will be uninterrupted, timely, secure or error-free. JCMH also makes no warranty that the services and products will be accurate, reliable or complete.
- You acknowledge that you understand and assume full responsibility for the risks associated with the use of the Patient Portal service and your use of the Patient Portal services is at your sole risk.

LIMITATION OF LIABILITY:

- You expressly understand that JCMH will NOT be liable to you or anyone else for any direct consequential, incidental, special, exemplary or indirect damages (including but not limited to lost profits or damages that result from use or loss of use of the Patient Portal and third party content, inconvenience or delay). This is true even if JCMH has been advised of the possibility of such damages or losses.
- JCMH will not be liable to you or anyone else for any loss resulting from a cause over which such JCMH does not have direct control. This includes failure of electronic or mechanical equipment or communications lines (including telephone, cable and internet), unauthorized access, viruses, theft, operator errors, severe or extraordinary weather (including flood, earthquake, or other act of God), fire, war, insurrection, terrorist act, riot, labor dispute and other labor problems, accident, emergency or action of government.

INDEMNIFICATION:

As a condition of your use of the Patient Portal, you agree to indemnify and hold JCMH and its third party providers harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from your use of the Patient Portal, or from your violation of these Terms.

CANCELLATION OR TERMINATION OF USE:

The Patient Portal of JCMH is provided as a courtesy to help you manage and communicate your health care needs. JCMH reserves the right to modify, limit or terminate your access to the Patient Portal for any reason, without prior notice. In addition, JCMH may terminate your online account if you violate the Terms of this agreement. You can unsubscribe at any time by clicking the contact us link at the bottom of the page.