

myIsland Health
PATIENT PORTAL TERMS AND CONDITIONS

Island Hospital, affiliated clinics and its medical staff ("Island Hospital", "Our", or "We") offers secure viewing and communication, including secure messaging, as a service to patients ("Patient", "You", or "I") who wish to view parts of their health records and communicate with Island Hospital. These services can be a valuable educational and communications tool, but have certain limitations and risks.

In order to manage these limitations and risks, Island Hospital needs to impose some conditions of participation. This Patient Portal Terms and Conditions is intended to show and document that You have been informed of these limitations and risks, and the conditions of participation, and that You knowingly accept the limitations and risks, and agree to the conditions of participation. By creating an account and accessing the Patient Portal Site ("Site"), You acknowledge, understand, and agree to the following terms and conditions. Your failure to follow these terms and conditions may result in the termination of Your account and access to the Site.

Please note that NEITHER ONLINE COMMUNICATIONS NOR THE SITE SHOULD BE USED FOR EMERGENCY COMMUNICATIONS OR URGENT REQUESTS. This should occur via telephone or using existing emergency communication tools.

I. HOW THE SECURE PATIENT PORTAL SITE WORKS

- A. The Site is a kind of secure webpage that uses encryption to keep unauthorized persons from reading communications, information, or attachments. Please note, if you have provided an e-mail address that is shared between family members, other family members could have access to your protected health information. Secure messages and information can only be read by someone who knows the right password to log-in to the Site. Because the connection channel between Your computer and the Site uses secure sockets layer technology (SSL), You can read or view information on Your computer, but it is still encrypted in transmission between the Site and Your computer.
- B. Online communications between You and Island Hospital do not decrease or diminish any of the other ways in which You can communicate with Island Hospital. The Site is an additional option and not a replacement. Island Hospital may stop providing online communications or change the services Island Hospital makes available to You online at any time without prior notification to You.
- C. The Site may provide the following functionality:
 - 1. view and request appointments
 - 2. see your health history
 - 3. get test results and
 - 4. view your medications
 - 5. view and pay your bill
- D. The Site is not intended to provide diagnostic medical services. The following limitations apply:

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- 1) The Site provides no internet based triage and treatment request.
- 2) Diagnosis can only be made and treatment rendered after You schedule and see Your doctor.
- 3) No request for narcotic pain medication will be accepted via the Site.
- 4) No request for re-fill medication for a condition not currently being treated by Your doctor will be accepted via the Site.

II. CONDITIONS OF PARTICIPATION FOR USING THE SITE

A. The following procedures and conditions of participation relate to online communications and Your use of the Site:

- 1) In order to access the Site, You must be 13 years of age or older and be an active patient, or legal representation of a patient, of Island Hospital.
- 2) You agree to not share Your password with anyone. Sharing Your password will enable others to have access to Your personal confidential medical information. You are solely responsible for protecting Your password.
- 3) You agree that the Site contains a communication service offered as a convenience to patients. You understand that it provides You with online access to portions of Your electronic medical record and that You are solely responsible for any sharing of Your content that You intentionally or unintentionally communicate to others.
- 4) You agree 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 doctor'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 doctor's office or appropriate emergency responders.
- 5) You understand that messages will be reviewed by Your healthcare team, including medical assistants, to determine who can best respond to Your message. Your message will be routed to the appropriate individual and/or department for handling, and therefore, some employees, other than Your healthcare provider may be involved in addressing Your request. If You only want a particular clinician to receive the information You should not send such information through the Site. Remember, use of the Site may not be appropriate if there is sensitive information that You would only wish to discuss directly with Your provider.
- 6) You understand that messages You send via the Site may be made part of Your permanent medical record at the discretion of the clinician. Once it is made part of Your record, it will be accessible to current and future staff members who are appropriately involved with Your care.
- 7) You understand that You may receive messages, test results and other communications delivered via the Site. If You receive this information

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through the Site, in general You may not receive separate written communication regarding this information from Your health care team.

- 8) You understand that not all of Your medical record will appear on the Site. Posting of information is strictly at the discretion of Your individual clinician.
- 9) You should print or store (on a computer or storage device owned or controlled by You) a copy of all online communications and/or records that are important to You.
- 10) You should use online communications for limited purposes and with caution. If there is information that You do not want transmitted via online communications, You must inform Island Hospital.
- 11) Island Hospital is liable for improper disclosure of any confidential information or online communication to the extent arising from Island Hospital's acts or omissions.
- 12) Online communication may not be the appropriate method to discuss or transmit certain information. Island Hospital, in its sole discretion, may determine whether to respond to any online communication.
- 13) Follow-up is solely Your responsibility. You are responsible for scheduling any necessary appointments and for determining if an unanswered online communication was not received by Island Hospital.
- 14) You are responsible for taking steps to protect Yourself and Your information from unauthorized use of online communications, such as keeping Your password confidential.
- 15) You agree to not engage in any form of illegal online communications when using the Site.

III. RISKS OF USING THE SITE

- A. All medical communications, including online secure messaging, carry some level of risk. While the likelihood of risks associated with the use of the Site, particularly in a secure environment, is substantially reduced, the risks are nonetheless important to understand.
- B. It is very important that You consider these risks each time You plan to communicate with Island Hospital, and communicate in such a fashion as to mitigate the potential for any of these risks. These risks include, but are not limited to:
 - 1) Online communications may travel much further than You plan, intend, or anticipate. It is easier for online communications to be forwarded, intercepted, or even changed without Your knowledge compared to paper communications.

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- 2) Online communication is easier to falsify than handwritten or hard copies. An unauthorized person may attempt to impersonate You to get Your medical information.
 - 3) It is harder to get rid of an online communication. Backup copies may exist on a computer or in cyberspace, even after You have deleted Your copies.
 - 4) Even though online communications relate to Your own medical records, such communications may not be private.
 - 5) Online communications are also admissible as evidence in court.
 - 6) The Site is protected using industry standard security measures. While the security measures will reasonably protect Your information and use of the Site, if You have any concerns regarding the security of Your information or the use of the Internet to access the Site, You should consider not accessing the Site.
 - 7) Online communications may disrupt or damage Your computer if a computer virus is attached. Patients are encouraged to use electronic protective measures (e.g. anti-virus software).
- C. Island Hospital will use all efforts to keep the Site free from error, but Island Hospital cannot guarantee the completeness, accuracy, or adequacy of information on the Site. Island Hospital cannot guarantee Site itself will be fault-free, but Island Hospital will attempt to correct reported faults in a reasonable time frame.

IV. PROTECTING YOUR PRIVATE HEALTH INFORMATION AND RISKS

- A. The Site utilizes methods of communication and viewing that minimizes the likelihood that an unauthorized party can access or read messages while they are in transmission. No transmission system is perfect and We use industry standard measures to maintain electronic security. However, keeping messages secure depends on two additional factors:

- 1) the secure message must reach the correct email address; and
- 2) only the correct individual (or someone authorized by that individual) must be able to get access to it.

- Only You can make sure these two factors are present. We need You to make sure We have Your correct email address and are informed if it ever changes. You also need to keep track of who has access to Your email account so that only You, or someone You authorize, can see the messages You receive from Island Hospital.
- B. If You receive secure messages from the Site, You need to keep unauthorized individuals from learning Your password. If You think someone has learned Your password, You should promptly go to the Site and change it.
- C. We will keep an electronic copy of all medically important online communications in Your medical record in encrypted format.

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- D.** Island Hospital will not forward online communications with You to third parties except as necessary for treatment or payment, as authorized by You or required by law.
- E.** You agree to take steps to keep Your online communications to and from Island Hospital confidential including:
- 1) Do use a screen saver or close Your messages instead of leaving Your messages on the screen for passersby to read;
 - 2) Do not store messages on Your employer-provided computer; otherwise personal information could be accessible or owned by Your employer; Employers and online services may have a right to inspect and keep online communications transmitted through their system;
 - 3) Do not allow other individuals or other third parties access to the computer(s) upon which You store medical communications; and
 - 4) Do not use unsecure standard email for medical communications. Standard e-mail may lack security and privacy features and may expose medical communications to Your employer or other unintended third parties.
- F.** Island Hospital is fully committed to complying with all federal and state laws and regulations concerning the confidentiality of medical record information. Our HIPAA Notice of Privacy Practice can be found at: <http://www.islandhospital.org/privacypolicy>
- G.** Island Hospital may use data obtained from the Site without further authorization from You as part of Island Hospital's educational activities and programs, and for research purposes so long as the information is de-identified and used in accordance with applicable state and federal regulations.

V. DISCLAIMER

ISLAND HOSPITAL WILL ATTEMPT TO PROVIDE THE SITE WITHOUT INTERRUPTION, BUT ACCESS IS PROVIDED ON AN "AS IS AVAILABLE" BASIS. ISLAND HOSPITAL DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS THE SITE AT ANY TIME OF YOUR CHOOSING. ISLAND HOSPITAL CANNOT GUARANTEE THAT THE SITE WILL BE ERROR-FREE. SHOULD YOU HAVE CAUSE TO BELIEVE THAT YOUR INFORMATION ON THE SITE IS NOT ACCURATE OR THAT THERE IS AN ERROR WITH THE SITE, PLEASE CONTACT ISLAND HOSPITAL IMMEDIATELY. YOU AGREE THAT ISLAND HOSPITAL TAKES NO RESPONSIBILITY FOR AND DISCLAIMS ANY AND ALL LIABILITY ARISING FROM ANY INACCURACIES OR DEFECTS IN THE INFORMATION, SOFTWARE, COMMUNICATION LINES, INTERNET OR YOUR INTERNET SERVICE PROVIDER, COMPUTER HARDWARE OR SOFTWARE, OR ANY OTHER SERVICE OR DEVICE THAT YOU USE TO ACCESS THE SITE.

VI. COPYRIGHT AND TRADEMARKS

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All content included on the Site, including, but not limited to, text, photographs, graphics, button icons, images, artwork, names, logos, trademarks, service marks and data, in any form including the compilation thereof, are protected by U.S. and international copyright law and conventions.

VII. SITE ACCESS AND LICENSES

We grant a limited license to You to make personal use only of the Site and the associated services in accordance with this Form. This license expressly excludes, without limitation, any reproduction, duplication, sale, resale or other commercial use of the Site and the associated services, making any derivative of the Site or the associated services, the collection and use of user email addresses or other user information, including, without limitation, health information or any data extraction or data mining whatsoever.

VIII. MISCELLANEOUS

By using Our public website, You agree that the laws of the state of Washington will govern this Form and any dispute that might arise between You and Our organization, its doctors, nurses, staff or other affiliates. You expressly agree that exclusive jurisdiction for any dispute with Our organization, its affiliates, employees, contractors, officers and directors, resides in the courts of Washington. Use of Our website is unauthorized in any jurisdiction that does not give effect to the terms and conditions set forth herein.

IX. PATIENT ACKNOWLEDGEMENT AND AGREEMENT

I acknowledge that I have read and fully understand this Form. I understand the limitations, and risks associated with online communications with Island Hospital, and knowingly consent to the terms and conditions outlined herein. In addition, I agree to follow the instructions set forth herein and including the Policies and Procedures Regarding the Patient Portal as set forth in the Site log-in screen, as well as any other instructions that Island Hospital may impose to communicate with Patients via online communications. Withdrawal of my consent must be done by written online communications or in writing to the Contact Us provided below.

CONTACT US:

Island Hospital
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360-299-1300 ext. 2495