

## WellSpan Health Patient Portal Terms of Use Agreement

O: 3/31/19

The WellSpan Health Patient Portal offers secure viewing and communication as a service to patients who wish to view parts of their records and communicate with our staff. Secure Messaging can be a valuable communications tool, but has certain risks. By electronically accepting this agreement you accept the risks and agree to follow Terms of Use, as described below.

### SPECIAL AUTHORIZATION

I understand that my medical records may contain sensitive information such as HIV test results (any HIV test results after 3/29/14 will not be accessible in the patient portal), mental health treatment information and/or information relating to drug or alcohol abuse and/treatment. I authorize WellSpan Health to include this information on the patient portal where it will be accessible to me and any person I provide with access rights via proxy.

#### I. Terms of Use General Policies and Procedures

DO NOT use the Patient Portal to communicate (i) an emergency, (ii) an urgent issue or (iii) sensitive information (e.g. HIV, Mental Health, work-excuses, etc.)

##### A. Proper Use/Subject Matter:

1. Use the Patient Portal for non-urgent medical portal related questions, lab results, select reports, appointment reminders or requests.
2. Use the Patient Portal to update your demographic information.
3. Be sure that all information that you enter is true, accurate, complete, and updated whenever there is a change.
4. Be concise when typing a message.

##### B. The Patient Portal has the following functions:

1. Messages
  - a. Allows you to send and receive secure email to/from your provider(s).
    - i. \*Note: This option is only available if your provider(s) has opted to use this functionality within our Patient Portal.
2. View Health Record
  - a. View Health Summary
    - i. View Continuity of Care Document
    - ii. Create New Health Summary
    - iii. Download Health Summary
    - iv. Send Health Summary
    - v. View Health Summary Activity
  - b. View Allergies & Conditions

- c. View Results
- d. View Medications
  - i. Renew a Prescription
    - 1. \*Note: This option is only available if your provider(s) has opted to use this functionality within our Patient Portal.
  - e. View Reports
  - f. Preventative Care
  - g. Letters
    - i. \*Note: This option is only available if your provider(s) has opted to use this functionality within our Patient Portal.
  - h. Visit History
  - i. Shows a listing of your past visits as well as Care Instructions and Documents
  - j. View Billing Information for accounts with an outstanding balance
- 3. Appointments
  - a. Allows you to request, view, reschedule or cancel scheduled appointments. Also allows you to “Pre-Register” for scheduled appointments.
    - i. \*Note: Not all appointments will be able to be scheduled via the portal.
- 4. Profile
  - a. Contains your demographic, Next of Kin and Person to Notify information. Allows you to view and request changes to your information.

All of this information is available for you to review and check for accuracy as well as to print for other providers or to keep for your records. If needed, you may obtain a full copy of your electronic health record by contacting Medical Records at the entity that you received treatment at. \*Note: If this portion is not complete, we still have the information. Certain documents will not be available for viewing via Patient Portal. Please contact Medical Records for information on how to obtain such documents. You can also make suggestions/comments on the information added, but your suggestions/comments will not be a permanent part of your medical record until approved by our staff.

C. Communications May Become a Part of Medical Record:  
Communication via the Patient Portal may be included in your permanent medical record. Again, it is strongly recommended that you refrain from using the portal to communicate sensitive information as noted above.

#### D. Privacy:

1. All messages sent to you in the Patient Portal will be encrypted. See section on “Patient Portal Guidelines and Security” for explanation.
2. Emails from you to any staff member should be through the Patient Portal or they are not secure.
3. All email address lists will be kept confidential and such lists will not be shared with other parties, unless necessary to perform Patient Portal operations (e.g. perform system upgrades to the Portal) or required by law.

4. A variety of healthcare and administrative personnel (such as physicians, nurse practitioners, physician assistants, registered nurses, certified medical assistants, clerks, etc...) will be involved in reading, processing and replying to your messages and information submitted through the Patient Portal. (Similar to how phone communication is handled).

5. There is no need to notify us that you have read a message, unless you have a question or need further information.

6. Read our HIPAA handout for information on how private health information is handled in our facility. The policy can be viewed at <http://www.summithealth.org/privacy-policy> If you have any concerns, please contact the HIPAA Privacy Officer at 717-267-4842

#### E. Response Time:

1. Reasonable efforts will be made to respond to email inquiries within a few working days after receipt. Response time may be longer if the Patient Portal service is interrupted for maintenance, upgrades, or emergency repairs and other related events beyond our control. In this respect, you agree not to hold WellSpan Health, its physician practices, its providers or any of its staff, in any way liable or responsible to you for such modification, suspension, or disruption of the Patient Portal.

2. The Patient Portal is checked during hours of operation, which are 8:00 am to 4:30 pm Monday through Friday. You are encouraged to use the Patient Portal at any time; however, messages submitted after hours are held for us until we return the next business day.

#### F. Medical Advice and Information Disclaimer:

The Patient Portal may from time to time include information posted by WellSpan Health in the form of news, opinions, or general educational materials that should not be construed as specific medical advice or instruction from WellSpan Health. Nothing in the Patient Portal is intended to be used for medical diagnosis or treatment. The information posted by WellSpan Health 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. You should always seek the advice of your provider with any questions you may have regarding a medical condition and you should never disregard medical advice or delay in seeking it because of something you may have read on the Patient Portal.

## II. Terms of Use Patient Portal Guidelines and Security

### A. How the Secure Patient Portal Works:

The Patient Portal is a webpage that uses encryption and other security measures designed to keep unauthorized persons from reading communications, information, or attachments. Secure messages and information are designed to be read only by someone who knows the right password or pass-phrase to log in to the Patient Portal site.

### B. 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. If service is suspended or terminated, we will notify you as promptly as we reasonably can.

#### C. How to Use Patient Portal:

1. Request access from WellSpan Health. To register you must be at least eighteen (18) years old.
2. Persons under the age of 18 may be registered by a parent or guardian. Minors may be registered by a parent or guardian. However, Minors age 12 and over must sign a proxy agreement allowing Parental/Guardian Access in order to be registered. Proxy access will be terminated automatically when the minor reaches 18. In some instances, a minor may register without a parent proxy (such as in the case of a legally emancipated minor). It is the responsibility of the minor to provide WellSpan Health with the documentation or whatever other proof WellSpan Health may require before they will be permitted to register.
3. Use the Self Enrollment link off of the [summithealth.org](http://summithealth.org) public website to enroll.
4. Update your one time username and password
5. Review the Patient Portal Terms of Use Agreement
  - a. If you agree with the terms of use click Accept.
    - i. Please note by clicking "Accept" you are indicating that you have read and fully understand the Terms of Use, therefore creating an electronic signature of acceptance.

#### D. Protecting Your Private Health Information and Risks:

The Patient Portal is designed to prevent unauthorized parties from being able to access or read messages while they are in transmission by using encryption. Other security measures protect information maintained within the Patient Portal site. The website for the Patient Portal has a trusted site certificate, which is viewable from your browser's task bar. (You can learn more about trusted sites by going to <http://windows.microsoft.com> and searching: "When to trust a website.")

Keeping messages secure depends on two (2) additional factors: (a) the secure message must reach the correct email address, and (b) only the authorized individual must be able to get access to it. Only you can make sure these two (2) factors are present. We need you to make sure that 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 Patient Portal account, so that only you or someone you have authorized can see messages received or other information in your Patient Portal. You should protect your Patient Portal login information from anyone whom you do not want to access your Patient Portal account and notify us immediately of any unauthorized use of your login information or if you believe that your login is no longer confidential. You will be solely responsible for maintaining the security of your password and if you lose, share or otherwise make your password available to others, the confidentiality of your protected health information may be compromised. For example, if you post your password on your monitor or save your password on your computer, others may gain access to your

health information. Additionally, if you walk away from your computer that is displaying your health information without logging off other individuals could view your information. You understand that if you print any of the health information it is your responsibility to safeguard the printed records and any protected health information contained on those printed records.

We will not answer questions or send protected health information by regular email. Even with these security measures, we cannot guarantee the confidentiality, security or integrity of Patient Portal information. To the fullest extent allowed by law, you agree to not hold WellSpan Health, its physician practices, its providers or any of its staff liable for network infractions beyond our control.

### III. AGREEMENT TO ABIDE BY THE TERMS OF USE

#### Patient Acknowledgment and Agreement:

When you electronically "Accept" the Patient Portal Terms of Use agreement you acknowledge that you have received the Patient Portal Terms of Use and that you 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. You will find the latest version of this agreement in the Terms and Conditions area of the portal. You understand the risks associated with using the Patient Portal, including compromise of protected health information resulting from an encrypted email being delivered to the wrong address because you did not update the Patient Portal with your new email address. You understand that your Patient Portal account access may be terminated and disabled if you fail to follow the Patient Portal Terms of Use. You have had a chance to ask questions and have received answers to your satisfaction.