

**PATIENT AUTHORIZATION FOR:
PATIENT PORTAL ACCESS**

Patient Name: _____ Date of Birth: _____

Address: _____ Tel. No: _____

Email Address: _____

CMC Patient Portal Terms and Conditions of Use

Catholic Medical Center (“CMC”) offers Patient Portal access to certain patients’ electronic medical records as a service to those who desire to view portions of their medical record online. In order to manage the risks that are inherent with this type of electronic tool, CMC must impose certain terms and conditions of use as set forth in this Agreement.

CMC’s Patient Portal is an Internet based website made available to you by CMC and one or more third-parties with whom CMC contracts. By registering to use CMC’s Patient Portal and by hereby consenting to access and use the Site, you agree to be bound by the Terms and Conditions set forth in this Agreement. **IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, YOU MUST NOT SIGN THIS AGREEMENT OR REGISTER FOR, ACCESS, OR USE THE SITE.**

CMC’s Patient Portal is an optional service that CMC offers, and CMC reserves the right to suspend, revoke, or terminate access at any time for any reason. Additionally, CMC may modify this Agreement at any time with or without notice.

Content of CMC’s Patient Portal: CMC’s Patient Portal includes some, but not all, of the information in your electronic medical record, including but not limited to demographics, problems list, medications list, allergies, vital signs, immunizations, and recent lab results. It may also include some or all of the following *sensitive items: mental illness and behavioral health, HIV/AIDS related illness, drugs or alcohol treatment, sexually transmitted diseases, and genetic testing results.* It is important for you to understand that it contains information that exists now and that may be created in the future. Neither CMC nor you can restrict the dates of service or type information available in CMC’s Patient Portal to others whom you may grant access; therefore, they will receive full access.

CMC’s Patient Portal includes limited communication functionalities at this time. You may request an appointment, send a message to your CMC provider, or send a message to your CMC practice. However, CMC’s Patient Portal is not intended to be used for any such requests or messages that are time-sensitive. ***In no event should you use CMC’s Patient Portal if there is an emergency or urgent need for communication. FOR ALL EMERGENCIES, CALL 911.***

Your information available via CMC’s Patient Portal should not be considered complete. You must always seek the advice of your physician or other qualified health care provider with any questions you may have regarding your health information.

Privacy and Security: CMC takes its responsibility to safeguard the privacy and security of your protected health information very seriously and consistent with its Notice of HIPAA Privacy Practices, a copy of which is available on CMC's main website. CMC affords the same degree of confidentiality to your protected health information stored in CMC's Patient Portal as is given to your protected health information stored by CMC in any other medium, and has taken steps to establish the Site as a secure web portal and protect against unauthorized access and use. However, you must access your own health information in a manner consistent with these standards. In no event shall you deliberately attempt to access information for any person other than yourself or someone you are legally authorized to act on behalf of. It is your responsibility to provide your correct email address to CMC and update CMC via CMC's Patient Portal with any changes. You must keep your log-in information to CMC's Patient Portal, including your user name and password, confidential and not share it with anyone with whom you do not want to gain access. Additionally, you should change your password on a regular basis. ***If you think that someone has inappropriately gained access to your user name or password, it is your responsibility to go into CMC's Patient Portal to promptly change it or contact CMC and request that your account be terminated.***

Email Privacy: Once you register for CMC's Patient Portal, you may be notified via email, at the email address you provided, when your labs are available to view on the Site. This means that any family member, friend, other person, or company that has access to your email will be able to see this notification. You cannot opt out of these notifications; thus, it is your responsibility to use a private email address or not use CMC's Patient Portal altogether if the notification is information that you do not want others to see.

Minor Access: Certain NH and federal laws govern the rights of minors to treatment and privacy in specific situations and prohibit CMC from disclosing such information without the consent of the minor patient. At this time, CMC's Patient Portal does not have the functionality to restrict dates of service or other information to properly comply with these laws. Accordingly, parents or guardians may register their minor child(ren) within CMC's Patient Portal. However, CMC shall terminate this parental and guardian access prior to the patient's 12th birthday. Upon a minor patient's 18th birthday, he or she shall be able to establish his or her own account. It is important to understand that CMC will not automatically set up an account on behalf of any patient or agree to extend any parent or guardian's access. The patient must take affirmative steps to establish CMC Patient Portal access following their 18th birthday. For more information about the NH and federal laws governing the rights of minors to treatment and privacy, see NH. RSA 318-B:12-a, N.H. RSA 141-C:18, II, and 45 C.F.R. §164.502(g).

Agent Access: If you are 18 years of age or older, you may request access to another individual's CMC's Patient Portal for whom you otherwise have the legal and unrestricted right to access their protected health information. Such access will only be granted to individuals with an activated durable power of attorney for health care or who are a legal guardian or other legal representative ("Agent") and only to the extent that they can demonstrate the same. CMC reserves the right to request supporting paperwork and proper identification. If your legal relationship as an Agent changes, you must inform CMC immediately by calling your CMC Physician Practice Office. CMC reserves the right to revoke an Agent's access at any time.

Limitation of Liability, Waiver, and Release: YOU AGREE THAT NEITHER CMC, NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, AND SUPPLIERS SHALL HAVE ANY LIABILITY TO YOU UNDER ANY THEORY OF LIABILITY OR INDEMNITY IN CONNECTION WITH YOUR USE OF THE SITE. YOU HEREBY RELEASE AND FOREVER WAIVE ANY ALL CLAIMS YOU MAY HAVE AGAINST CMC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND SUPPLIERS (INCLUDING BUT NOT LIMITED TO CLAIMS BASED UPON NEGLIGENCE) FOR LOSSES OR DAMAGES YOU SUSTAIN IN CONNECTION WITH YOUR USE OF THE SITE. NOT LIMITING THE GENERALITY OF THE FOREGOING, YOU EXPRESSLY RELEASE CMC FROM ANY AND ALL LIABILITY FOR ANY DISCLOSURE OF INFORMATION DUE TO UNAUTHORIZED USE OF YOUR USER NAME AND PASSWORD FOR CMC'S PATIENT PORTAL, AND YOU EXPRESSLY AGREE NOT TO HOLD CMC OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, AND SUPPLIERS LIABLE FOR NETWORK INFRACTIONS BEYOND THEIR CONTROL.

Indemnity: YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS CMC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, CUSTOMERS, AND SUPPLIERS FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM ANY VIOLATION OF THIS AGREEMENT OR ANY ACTIVITY RELATED TO YOUR CMC PATIENT PORTAL ACCOUNT BY YOU OR ANY OTHER PERSON ACCESSING THE SITE USING YOUR ACCOUNT.

Other Information: It is important for you to understand that the only way to inspect the information from your electronic medical record available through the Site is to establish your own access. However, access is not mandatory and is an optional service that CMC offers. You acknowledge that CMC shall not condition treatment on your registering for CMC's Patient Portal, and YOU MAY REFUSE TO SIGN THIS AGREEMENT AND REGISTER. Once you sign this Agreement and register for CMC's Patient Portal, you have the right to terminate your account by delivering written notice to your CMC Physician Practice Office or following the instructions within CMC's Patient's Portal . Such termination will be effective to prevent future access to your electronic medical record information available from the Site, but shall not be effective for any access that was previously made while your account was active and this Agreement was in effect. You expressly acknowledge and understand that information available pursuant to this Agreement and the Site could be subject to re-disclosure by any third-party recipients who you authorize to have access, or unintended access if you do not follow the privacy, security, and other measures set forth within this Agreement, and if so in either case, may not be subject to federal or state law protecting its confidentiality. This Agreement shall not expire unless you terminate your account as further described above, and even upon such expiration the provisions regarding Limitation of Liability, Waiver and Release, as well as Indemnification, shall survive. They shall also, at all times, be available for the benefit of CMC and its officers, directors, employees, agents, affiliates, customers, and suppliers. Each of these individuals and entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

Patient or Representative Signature

Date

Time

Print Name

Date

Time

THIS SIGNED AGREEMENT CAN BE FAXED, MAILED OR HAND DELIVERED TO YOUR CMC PROVIDER'S OFFICE. UPON RECEIPT OF THIS SIGNED AGREEMENT A MEMBER OF THE OFFICE STAFF CAN PROCESS YOUR "PATIENT PORTAL" REQUEST AND INSTRUCT YOU REGARDING YOUR REGISTRATION RESPONSIBILITY. PLEASE CONTACT YOUR PROVIDER'S OFFICE AT YOUR CONVENIENCE.