Patient Portal Terms & Conditions

Medacy Health Primary Care is pleased to offer you access to the web-based patient portal. We believe it is important for you to know how we handle information communicated via the Internet, appropriate and/or limitations of use, as well as steps you can take to keep your information secure.

Additional information & user guides can be found on our website: www.medacyhealth.com > resources> patient portal

MEDICAL EMERGENCIES: By using the patient portal, you understand that the Patient Portal is not meant to be used for emergencies. In case of emergency or any matter requiring urgent care, call 911 or proceed immediately to the nearest emergency department.

AGREEMENT: By using the patient portal, you acknowledge and are agreeing to be bound by these terms and conditions of use, which may be changed by Medacy Health Primary care at any time. Your continued use constitutes your consent to be bound by any modifications or changes to the terms and conditions, and it is your obligation to periodically review the latest version of the terms and conditions.

APPROPRIATE USE: You understand that the patient portal is intended to be used only by individuals who wish to use the services and functionality that the portal provides in connection with their health and well-being. You understand that all communication through the portal will be in regard to your own health/treatment. You understand that asking for clinical advice related to individuals other than yourself has the potential to cause injury/harm and is in violation of these terms and conditions. To that end, Medacy Health Primary Care does not assume liability whatsoever for any health information or advice used by persons other than the user logging in to the portal.

CONDUCT: The patient portal provides a feature which allows you to "upload" documents in the form of text, pictures, documents, or other files for access by Medacy Health Primary Care. This feature is intended for use by you to submit files and documents electronically in place of, or in addition to sending documents through the mail or visiting Medacy Health Primary Care in-person. Medacy Health Primary Care reserves the right to preserve any information as required to cooperate with any law enforcement requests, or to edit, refuse to post, or reuse to remove any upload, in whole or in part, that in Medacy Healths's sole discretion, are objectionable or in violation of this Agreement. You acknowledge that you alone are responsible for the content of your submissions and the consequences thereof.

ELIGIBILITY: All patients at Medacy Health Primary Care ages 18+ are eligible to use the Patient Portal. Access to the portal is provided with single sign-on using the email address associated with your demographics provided by you during intake. Your portal account remains active unless you notify Medacy Health Primary Care that you would like to opt-out, or you have violated these terms and conditions resulting in termination of access. We reserve the right to revoke access at any time, for any reason, with or without cause.

PROXY ACCESS: If you are age 18 or older, you may ask for proxy access to another person's account. Proxy access may be given if (1) you are the patient's parent or legal guardian (see Minors below), (2) the patient signs an agreement to allow you access, or (3) you are the patient's healthcare power of attorney.

To get proxy access you must utilize the "Request a Family Member" page from the Patient Portal, or our office staff can assist you in person. If your legal relationship with the patient changes or the patient revokes authorization, you must inform us immediately by contacting our office or sending written notice to our office. This duty to update lies with you - our office is not responsible for monitoring. We reserve the right to revoke proxy access at any time, for any reason.

MINORS: Due to state and federal laws, you understand that access to a minor's account information may be denied depending on the child's age and the type of health care information involved. While you can request access to your child's information, you understand that the portal is not available for use by persons under 18 years of age. You may contact our office during routine business hours to discuss alternative methods to send/receive information contained within your child's electronic health record.

ELECTRONIC COMMUNICATION: The Patient Portal gives you a secure, convenient way to send and receive messages from our office. Our office will work hard to provide a timely response, however those timelines may vary with volume and availability of clinic staff responsible for responding to the inquiry or other communication. Typical response timelines are 1-3 business days, however this is not guaranteed. Accordingly, emergency situations or urgent inquiries requiring immediate attention should not be submitted electronically.

Our office is only able to respond to electronic communications based on the information sent by you, the patient. If there is insufficient information provided, we will be unable to provide accurate and reliable services.

If you send a message through the Patient Portal, it will be visible to staff who assist in providing your service and consistent with our Notice of Privacy Practices. If you need to discuss sensitive information, you may want to do so only with your provider (i.e., during a face-to-face or telemedicine visit.)

EMAIL PRIVACY: You will receive notification via email when new information is available/ready for viewing on your Patient Portal account. Anyone with access to your e-mail, such as your spouse or employer, will be able to see notifications. No private medical information will be visible in email notifications, however please take this information into account when providing an e-mail address for use.

PASSWORD: You are responsible for protecting your password. It is important for you to:

- Keep your password safe
- Do not share your password
- Make your password hard to guess
- Change your password on a regular basis
- Do not use the same password as you do for other applications you log into

Your password is not known by anyone in our office. It is only known by you and can be changed online by you at any time. User names and passwords provide two layers of authentication and are stored in an encrypted database that is isolated from the Internet. Your login name and password are critical to protecting the confidentiality of your information. Please DO NOT SHARE your password with anyone.

WEBSITE LINKS: The Patient Portal may offer links to related medical websites not managed by Medacy Health Primary Care. These website link(s) are for your informational purposes only. While we strive to provide links to quality sites, we do not endorse and are not able to verify the accuracy of the information on these websites. We are not responsible for the content of outside websites. The information provided by outside websites is not a substitute for the professional medical advice of a licensed medical provider, and you should not rely on any of the information found on these websites for treatment or diagnosis decisions. These websites may not be protected by SSL technology.

SECURITY AND CONFIDENTIALITY: Medacy Health Primary Care is committed to protecting the confidentiality of your medical information.

The Patient Portal must be accessed with a Secure Sockets Layer (SSL) compatible browser or terminal. The SSL web server used by the the Patient Portal uses authentication and offers the highest level of encryption technology commercially available (128-bit RC4). Firewalls, passwords, encryption, and audit trails are further used to safeguard your information.

Connection security can be confirmed by looking at the website location (URL) field. If the URL begins with https:// (instead of http://), the document comes from a secure server. This means your data cannot be read or deciphered by unauthorized individuals.

DISCLAIMER: *Medacy Health Primary Care will attempt to provide uninterrupted Patient Portal services, however access is provided on an as-is available basis. There is no implied warranty of merchantability or fitness for a particular purpose. We do not guarantee that you will be able to access the Patient Portal at any time of your choosing or that the Patient Portal will be error-free. Should you have cause to believe that your information on the Patient Portal is not accurate or that there is an error with the Patient Portal, please contact our office immediately. We reserve the right to terminate your access to the Patient Portal at any time without cause or notice. You agree that we take no responsibility for, and disclaim any and all liability arising from, any inaccuracies or defects in the information contained on the Patient Portal, 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 Patient Portal. Additionally, you are responsible for printing copies of your information if you want to have the information available in the event that the patient portal is unavailable.*

AMENDMENT OF TERMS: Medacy Health Primary Care may modify these terms and conditions, other terms and materials referenced in this document, the Patient Portal, or the content of the Patient Portal website at any time for any reason.

LIMITATIONS OF USE: Services and content of the Patient Portal are provided solely for your personal use. Republication, distribution, or use of the Patient Portal that is inconsistent with the terms and conditions described herein is strictly prohibited. Medacy Health Primary Care reserves complete and sole discretion with respect to the operation of the Patient Portal. We may, among other things withdraw, suspend or discontinue any functionality or feature of the Patient Portal. We are not responsible for transmission errors, corruption, or compromise of data carried over local or interchange telecommunication carriers. We are not responsible for maintaining data arising from use of the Patient Portal. We reserve the right to maintain, delete or destroy all communications and material posted or uploaded to the Patient Portal pursuant to its internal record retention and/or destruction policies.

By using this service, you agree not to attempt to access any other patient's medical record or use the Patient Portal in an unlawful way or for any unlawful purpose. You shall send secure, electronic messages to other parties solely for personal communication and no other purposes, including commercial purposes, or for mass distributions of unsolicited e-mails.

You agree not to post or transmit:

- a message under a false name; or
- any information which is libelous, defamatory, obscene, fraudulent, false or contrary to the ownership or intellectual property rights of any other person;
- or contains any virus, work, Trojan horse or other code which is contaminating or destructive to the files or programs of Medacy Health Primary care or any other user of the Patient Portal.

We reserve the right to delete any information provided by you that we deem in our sole discretion to be fraudulent, abusive, defamatory, obscene, or in violation of a copyright or other intellectual property right.

LIMITATION OF LIABILITY: In no event shall Medacy Health Primary Care be liable in any way related to the Patient Portal, the information contained herein, or your use of the Patient Portal, except for direct damages in an amount not to exceed $250. We shall not be responsible for any indirect, incidental, special, consequential or punitive damages, or damages for business interruption, loss of profits, revenue, data or use, or cost of cover suffered, whether in an action in contract or tort.

OTHER: These terms and conditions are governed by and will be interpreted in accordance with the laws of the state of Oklahoma. In the event that any provision of these terms and conditions is found to be unenforceable by a court of competent jurisdiction, all other terms and provisions shall nevertheless remain in full force and effect.