

## Housecall Providers Patient Portal website Terms of Use

### **Purpose**

A patient portal helps patients and families stay informed about their health care by delivering confidential, secure, fast and easy access to accurate and efficient information 24 hours a day, seven days a week. Housecall Providers Services, LLC, a wholly owned subsidiary of Care Oregon, a public benefit corporation, has partnered with Follow My Health services to offer an internet based (“website”) patient portal service to our patients (“portal” or “patient portal”). These terms of use are general to any patient portal and need to be read in conjunction with the additional Follow My Health terms of use available at registration.

By agreeing to these terms and conditions, you acknowledge that you are requesting we<sup>1</sup> release your medical information to you electronically, including certain labs and other test results, using this patient portal website and the Follow My Health service. You also acknowledge that we are granting you access to your medical information, and providing you with the ability to communicate with your health care team concerning your medical information.

### **Your Medical Record**

We are required to maintain documentation of your medical history, current conditions, treatment plan, and all treatments given, including, but not limited to, the results of all tests, procedures and therapies. All electronic medical record information is subject to all state and federal statutes governing the security and confidentiality of medical records.

Please keep in mind that the medical information presented through the patient portal does not include all the medical information available in your permanent medical record. The posting of your medical information is limited by the Follow My Health service and further at the discretion of your provider(s). Moreover, be advised that the information you communicate through the patient portal may not be incorporated into your permanent medical record.

If you use the patient portal, you may receive messages, test results and other communications delivered via Follow My Health services and the patient portal. Accordingly, your provider(s) will not send duplicate written reports of this information, unless you specifically request a written report.

Before signing up for the patient portal, you should understand that the medical information included in the patient portal may include medical information you consider very personal including, but not limited to, information about sexually transmitted and other communicable diseases, drug and alcohol abuse, HIV/AIDS, and mental health services.

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<sup>1</sup> For purposes of these Terms and Conditions, “us”, “we” and “our” refer collectively to the health care providers who are partnering to offer the Follow My Health service to you, mainly Housecall Providers Services, LLC and CareOregon, Inc. “Your provider(s)” refers to the specific provider(s) offering the Follow My Health service with whom you maintain a treatment relationship.

You should also understand that your messages sent via the patient portal may not be delivered directly to an individual practitioner (e.g., your nurse practitioner) and may be routed to appropriate members of your provider's staff for processing and response. Accordingly, you should not communicate via the patient portal if you desire to communicate sensitive information directly with an individual practitioner.

The patient portal is not intended for diagnosis or treatment. Medical advice or consultations will not be offered through the patient portal. The patient portal is intended only to facilitate non-urgent communication with your provider. If you are experiencing change in your health, please call the Housecall Providers office or after-hours answering service number. In the case of emergency, please dial 911 or go to the nearest emergency room. The patient portal system will notify us when we have messages. We will typically respond within two business days after receipt. In the event of adverse weather conditions, natural disasters, man-made disasters, holidays, or other unforeseen circumstances, response time may be longer than two days. We encourage you to call the Housecall Providers office or after-hours answering service if you need a more immediate response.

**FOR ALL MEDICAL EMERGENCIES, IMMEDIATELY DIAL 911.**

**Agreement**

You must be at least eighteen (18) years old to access this patient portal. By using this patient portal, you represent that you are at least 18 years old and are authorized to access the patient portal.

By signing the attached registration form, you signify your agreement of these terms and conditions. If you do not agree to these terms and conditions, do not sign and submit a registration form for access to the patient portal.

You agree that you are solely responsible for your use of the patient portal. You agree that you will not utilize the patient portal to communicate offensive, hateful, defamatory, harassing, or discriminatory speech. Special care should be taken with any information that you print out of the patient portal.

**General Accessibility, Correction and Data Integrity**

We attempt to maintain the integrity and accuracy of the information on the patient portal. However, we make no guarantee as to its correctness, completeness, or accuracy. The patient portal may contain typographical errors, inaccuracies, or other errors or omissions. You will have the ability to edit information within the portal site, however, the information may not be transmitted to your medical provider. Therefore, any changes made to your profile or contact information via the Follow My Health service must be communicated via phone, fax or secured message to your provider.

We reserve the right to stop providing updated information to the patient portal and stop responding to secure email messages submitted via the patient portal at any time for any reason. You can discontinue your use of the patient portal at any time by contacting Housecall Providers.

**Third Party Access**

The patient portal is intended solely for patients, legal guardians, those with a durable power of attorney for health care, and those authorized to access the patient portal by the patient, legal guardian and/or those with a durable power of attorney for health care. You are solely responsible for the management of the access to your information in the patient portal as it relates to other individuals you may have granted access to. If you wish to revoke someone's access, you must notify Housecall Providers to do so. You may choose to grant access to a caregiver or care provider. If you change

caregivers or providers, you must contact Housecall Providers to revoke access of your former caregiver/provider and grant access to your new caregiver/provider. Any information that was already received by anyone granted access cannot be rescinded.

### **Password Protected Access**

Uses of this service will require that we assign you a user name and password. You agree to treat the password as private and confidential information and are liable for all use if our services are accessed with your password. A separate user name and password must be used for each person using the patient portal; multiple persons may not share user names and passwords. You agree to use the password protected services solely for the purpose(s) agreed at the time you receive your access. We reserve the right to cancel, limit, or monitor your use if you are found to be non-compliant with this term. You agree to defend, indemnify, and hold Housecall Providers Services, LLC and parent company, CareOregon, Inc., harmless from and against any and all claims, liability or expenses arising out of any unauthorized use of the website accessed through your password.

By choosing to access this website from any location other than the United States, you accept full responsibility for compliance with all local laws that are applicable. CareOregon makes no representation that materials on this website are appropriate or available for use in locations outside of the United States.

### **Intellectual Property**

You acknowledge that all proprietary materials on this patient portal are protected by copyrights, trademarks, service marks, patents, trade secrets, know-how and/or by other means and are owned by Housecall Providers Services, LLC, CareOregon, Inc. or our licensors. You may only use the intellectual property on this site as expressly permitted in this terms of use and for no other purpose. Except where otherwise noted, we grant you a limited license for the purpose of viewing, downloading and printing of individual pages, forms or documents from the site for your own personal, noncommercial use and not for sale, license, rent, distribution, republication, reproduction, transmission, public display or performance, preparation of derivative works or any other exploitation of the site's content, in whole or in part. You agree not to remove any proprietary notices or credits from any material used from the site. We may revoke this license at any time.

### **Disclaimer of Warranties**

You expressly agree that all materials, information, products and services included in or available through Follow My Health (the "content") services and the patient portal are provided "as is" and "as available" for your use. The content is provided without warranties of any kind, either express or implied, including, but not limited to, warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose or otherwise, other than those warranties which are incapable of exclusion, restriction or modification under applicable law. Neither Housecall Providers, CareOregon, nor our subsidiaries or licensors, make any warranty that the content is accurate, reliable or correct; that this site will be available at any particular time or location; that any defects or errors will be corrected; that the content is free of viruses or other harmful components; or that you will achieve successful results from following any instructions, directions or recommendations on this portal.

### **Limitation of Liability**

Under no circumstances shall Housecall Providers Services, LLC, CareOregon, Inc. our subsidiaries or licensors be liable for any direct, indirect, punitive, incidental, special or consequential damages that result from the use of, or inability to use, the patient portal or from information provided on this patient

portal. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability or any other basis, even if we have been advised of the possibility of such damage. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, our liability in such jurisdictions shall be limited to the extent permitted by law.

### **Indemnification**

You agree to defend, indemnify, and hold Housecall Providers Services, LLC and CareOregon, Inc. and its members, employees, officers, directors, agents, contractors and licensors harmless from and against any and all liabilities, claims, and expenses, including attorneys' fees, that arise from your use of this patient portal or its content, including without limitation, your violation of the terms of use. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate with us in asserting any available defenses.

### **Choice of Law**

This Agreement shall, for all domestic and international purposes, be governed, interpreted, construed and enforced solely and exclusively in accordance with the laws of the State of Oregon, U.S.A., without regard to conflicts of law provisions. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these terms of use or your use of this website shall be filed only in the state or federal courts located in the State of Oregon, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigation any such claim or action.

### **Integration and Severability**

This terms of use constitutes the entire agreement with respect to this service and supersedes all prior or contemporaneous communications and proposals between us with respect to your use of the patient portal. If any provision of this terms of use agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect.

### **Compliance with Terms, Unauthorized Use, and Termination**

You agree to use this service only for authorized and legal activities and comply with all required terms herein. Unauthorized users of this site include unauthorized linking or framing of the site without the prior, written authorization of from us. You also agree not to “deep link” to any of the site’s internal web pages for any purpose, unless you are specifically authorized by us to do so. Non-compliance with any term or any unauthorized use of the site may result in criminal and/or civil prosecution. We reserve the right, in our sole discretion, to terminate your access to all or part of the site, with or without notice, and for any reason whatsoever.

### **Contacting Us**

If you have any questions or concerns about this terms of use statement, please email us at [portal@housecallproviders.org](mailto:portal@housecallproviders.org). Please make any communications as complete and descriptive as possible, and we will attempt to respond promptly to your concerns.