

## **PATIENT PORTAL TERMS AND CONDITIONS OF USE**

Welcome to the BSA Health System of Amarillo, LLC (“BSA”) Patient Portal (the “Patient Portal” or the “Service”). The Patient Portal is provided by BSA Health System of Amarillo, LLC. BSA Health System of Amarillo, LLC is referred to as “BSA”, “we”, “us”, or “our.” The term “you” or “your” refers to BSA-authorized viewers or users of the Patient Portal. BSA owns and operates acute care hospitals, a rehabilitation hospital, physician practices and other health related entities. The Patient Portal is owned and maintained by BSA Health System of Amarillo, LLC.

The Service is an internet application that allows web-based means of communication between a patient and his/her BSA doctor or other health care provider listed on the Patient Portal for non-urgent messages, and allows a patient a means to view parts of his/her BSA electronic medical records over the Patient Portal. Use of the Patient Portal is optional. Your user name and password protect the confidentiality of your health information. You may not share your user name and password with anyone. Please carefully read these Terms and Conditions of Use (these “Terms”).

**BY CLICKING [“I AGREE”], YOU HEREBY AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST IMMEDIATELY STOP USING THE PATIENT PORTAL.** Copies of portions of your medical record are stored by BSA on the Patient Portal. Each use of the Patient Portal by you constitutes (a) your confirmation of all the accuracy and sufficiency of all of the personal data you provided to be able to enroll in the Patient Portal, and (b) your request for and authorization of the electronic disclosure and release of those portions of your medical records to you. The only information available to be released to you via the Patient Portal is the portions of your medical record as determined by BSA policies. The remainder of your medical record is available through BSA’s Health Information Management department which you may contact by calling 806-212-5452 and the release thereof is subject to BSA policies and procedures, appropriate authorizations and applicable law. If you wish to revoke your authorization to release medical information to you via the Patient Portal, you must un-enroll pursuant to Part 1, paragraph 6 of these Terms.

This document consists of the following 4 parts:

Part 1: The Services Provided Through the Patient Portal.

Part 2: Messaging Guidelines and Your Responsibility.

Part 3: Patient Portal’s Privacy and Security Practices.

Part 4: Other Terms and Conditions of the Patient Portal.

### **Part 1: The Services Provided Through the Patient Portal**

1. The Patient Portal provides access to health information and messaging tools and does not replace your doctor. We hope the health information provided to you will help you work more closely with your health care providers in making decisions about your care. The information and online services we provide through the Patient Portal do not constitute medical advice, are solely educational and informative in nature, and are not meant to replace the advice and care you receive from your doctor or other health care providers. **THE PATIENT PORTAL IS NOT A SUBSTITUTE FOR APPROPRIATE AND TIMELY CONTACT WITH YOUR DOCTOR OR OTHER HEALTH CARE PROVIDER. YOU SHOULD NOT STOP OR CHANGE ANY COURSE OF TREATMENT ORDERED BY YOUR DOCTOR BEFORE ASKING HIM OR HER. THE INFORMATION AND MEANS OF COMMUNICATION PROVIDED THROUGH THE PATIENT PORTAL ARE FOR NON-EMERGENT / NON-URGENT PURPOSES ONLY.**

2. **DO NOT ATTEMPT TO ACCESS EMERGENCY CARE OR URGENT CARE THROUGH THE PATIENT PORTAL. IF YOU THINK YOU HAVE A MEDICAL OR PSYCHIATRIC EMERGENCY, CALL 911 IMMEDIATELY OR GO TO THE NEAREST HOSPITAL.**

3. The Patient Portal provides the following services and functions:

(a) *Access to Portions of Your Health Information.* The Patient Portal provides you with copies of portions of your health information. The health information provided through the Patient Portal is not a complete copy of all your health information. The Patient Portal provides access to copies of health information created by your doctor and other health care providers and to copies of parts of your BSA electronic medical records. The information does not represent the totality of your medical record and should not be relied upon as a complete representation of your health status or medical records, as it represents only a portion of such information. You understand that you are solely responsible for any sharing of your health information you intentionally or unintentionally communicate to others.

(b) *Messaging Tools.* The Patient Portal provides various tools to facilitate non-urgent communications between you and your participating provider. Possible examples of messaging tools include tools to request appointments, medication refills or messages to your doctor or other health care provider.

(c) *Health and Health Related Links.* To provide you with resources, the Patient Portal may contain links to BSA and non-BSA Internet websites or services. Unless we state otherwise, providing a non-BSA link does not mean the link will be of benefit to you or that it is approved by BSA. We select the sites we link to with care, but we do not promise anything about them. We have no responsibility for the information on those sites. When you do choose to access an external site, you will be advised that you are exiting our site. You should refer to the separate terms of use, privacy policies, and other rules posted on linked sites before you use them. BSA does not author, edit or monitor

such sites, and is not responsible or liable for (i) the availability of or content provided thereon, nor does inclusion of any link imply endorsement of the linked site by BSA, or vice versa; (ii) third party content accessible through such linked site; (iii) any loss or damage whatsoever you may incur from accessing any linked site; or (iv) your dealings with any third parties found on or through the Service. You bear all risk associated with the use of such linked sites, third party services and content, and your correspondence or business dealings with advertisers other than BSA found on or through the Service.

4. *Duty to Inform.* Not all of your doctors and health care providers use the Patient Portal, so they may not be aware of information that is in your Patient Portal. It is your responsibility to advise your doctors and other health care providers of all of the doctors and health care providers you have consulted and the course of treatment they have recommended for you, as well as of all of your medical history information and other information about your medical conditions, test results, and all other matters related to your health status.

5. *Children.* An individual must be eighteen (18) years of age or older to request an account to use the Patient Portal. We do not knowingly allow anyone under the age of eighteen (18) to create accounts that allow access to the Service. If we determine that someone under the age of eighteen (18) has created an account using incorrect information regarding their age, we will immediately disable the account.

6. *Un-Enrolling.* If you want to discontinue your use of the Patient Portal, you must click on the [**“Close Account”**] link from the Patient Portal home screen and follow the instructions to un-enroll. You understand that if you do this, you will no longer be able to use or access the Patient Portal, and your account on the Patient Portal will be closed. **[You understand that any information stored in the Patient Portal at the time your account is closed will be archived in our database.]**

7. *Data Integrity and Correction.* You have the right to request an amendment to your health information. BSA may deny your request for amendment under certain circumstances permitted by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Requests to amend your health information viewed on the Patient Portal may be submitted using the contact information provided in these Terms.

8. *Denial of Access.* BSA may deny you access to your health information under certain circumstances permitted by HIPAA. If BSA denies you access to part or all of your health information, it will provide you with a written statement of the reason for the denial and a description of how you may complain to BSA or to the Department of Health and Human Services.

9. *Paper Copies.* If you utilize the Patient Portal to view portions of your health information, you still have the right to request and view a paper copy of your health information from BSA; provided, that the information is readily producible in paper format; and provided further, that no exceptions under HIPAA apply. BSA may charge a reasonable fee for labor and supply costs for creating the copy and postage, if applicable.

Requests to receive a paper copy of your health information may be submitted using the contact information provided at the end of these Terms.

## **Part 2: Messaging Guidelines and Your Responsibility**

1. You may not your user name and password with anyone. You are solely responsible and liable for any use of, and activity occurring under, your user name and password, whether or not attributable to you. BSA shall have no responsibility or liability concerning any breach of your confidential medical record information due in whole or in part to your sharing or losing your user name and/or password. BSA shall not be liable for any loss that you may incur as a result of someone else using your user name or password, either with or without your knowledge. However, you may be held liable for losses incurred by BSA or another party due to someone else using your user name or password.

2. Please DO NOT send any messages requiring emergent or urgent attention. The Patient Portal is not for emergencies or urgent care needs. In the case of emergency, please call 911 or go to the nearest hospital. Typical turnaround time for responses is one (1) to two (2) business days.

3. You acknowledge and agree that all communication through the Patient Portal will be about you and your own health. The content of any message may be stored in your medical record, and asking for advice or information about another person could potentially be harmful to you and is a violation of these Terms, which may result in immediate termination of your access to the Service. BSA does not assume responsibility for health information used by persons other than the Patient Portal enrollee.

4. The messaging feature may not be used for medical questions. It may only be used to request a refill of an existing prescription or to request a non-emergency appointment.

5. Patients who use the Patient Portal will be notified via e-mail when there is new medical information to be viewed on the Patient Portal. This means that any person with access to the patient's email account may see this notification, including without limitation, your spouse, employer or anyone else with access to your email account. Although no specific medical information will be included in the email, the notification that new medical information is available on the Patient Portal may be information that you would not want others to know. You should keep this in mind when providing an email account. If others have access to your email, and if you do not want them to be aware of these email notifications, then you should not enroll in the Patient Portal.

6. Your messages may be viewed and read by your doctor, other health care providers, administrators, and others who work with your doctor and your doctor's practice. Once your message is received in the Patient Portal, either the health care provider you have selected or the health care provider's staff assigned to help manage messages may read them. Therefore, you may not wish to use the Patient Portal for sensitive information you wish to discuss directly with your health care provider.

7. We are only able to respond to your messages based on the information you provide. If you do not include sufficient and/or accurate information, your doctor or other health care provider may not be able to communicate with you via the Patient Portal, and may request that you call the office or schedule an appointment.

### **Part 3: Patient Portal's Privacy and Security Practices**

This Part 3 describes how we protect your privacy as a patient and user of the Patient Portal and the security measures in place to protect your information. If you are a patient of a BSA facility, you have certain rights associated with your health information. These rights are established under state and federal law. For a more complete description of a your rights under state and federal law, please refer to the BSA Notice of Health Information Privacy Practices, which can be found by [clicking here](#).

1. *Unique User Name and Password.* You will create your own unique user name and password in order to access the Patient Portal. You may not to share your user name and password to the Patient Portal with anyone else. You acknowledge and agree that by sharing your unique user name and password, another person may be able to see your health information and communications on the Patient Portal.

2. *Access Requirements.* When you are provided access to define your unique user name and password by BSA, you are authorized to access and use the Patient Portal, subject to these Terms, and in compliance with all applicable laws, rules and regulations.

3. *Responsibility for User Name and Password.* You are solely responsible for any activities related to your user name and password. You will immediately report:

- Any inappropriate access to your account
- Any loss or disclosure of your user name or password
- Any suspected or actual inappropriate access to or disclosure of treatment-related information or patient-related files

4. *Right to Revoke User Name and Password.* BSA reserves the right to revoke your access to the Patient Portal at any time in its sole discretion. We will make reasonable efforts to notify you if we discontinue your access to the Patient Portal.

5. *Environmental Appropriateness.* You are solely responsible for choosing an appropriate location from which to log into the Patient Portal.

6. *Logout.* You shall always log out of the Patient Portal before leaving your computer. Any failure to do so, including without limitation, any unauthorized access to your account resulting therefrom, will be your sole responsibility.

7. *Wireless.* If you access the Patient Portal using a wireless device, you are solely responsible for the security of the session and the device.

8. *Patient Portal Security.* We do not sell or rent any personal information we receive through your use of the Patient Portal. The Patient Portal has security measures in place to help protect against the loss, misuse, or alteration of information under our control. These measures include encryption of data using the Secure Socket Layer (SSL) system, and using a secured messaging service when we send you personal information electronically. Despite these measures, the confidentiality of any communication or material transmitted to or from us via the Patient Portal by Internet or e-mail cannot be guaranteed. **BSA HEREBY DISCLAIMS ANY AND ALL LIABILITY RELATED TO THE USE OR TRANSMISSION OF PATIENT DATA AND/OR PROTECTED HEALTH INFORMATION IN CONNECTION WITH THE PATIENT PORTAL OR THESE TERMS.**

9. *Site Visitor Data.* BSA monitors the Patient Portal and collects certain information about users of the Patient Portal, including without limitation, frequency of usage, issues with usage, and other specific data.

10. *Evaluation and Research.* We may periodically ask users to complete surveys asking about their experiences with features of the Patient Portal. Our surveys may ask visitors for demographic information such as age, gender, and education, but will not request in such surveys that users provide specific information about any medical condition. We use survey information for research and quality improvement purposes, including without limitation, helping BSA improve the Patient Portal. In addition, users giving feedback may be individually contacted for follow-up due to concerns raised during the course of such evaluation.

11. *Use and Disclosure.* We may use and disclose personal information in accordance with HIPAA and the BSA Notice of Health Information Privacy Practices. Your health information is subject to electronic disclosure.

#### **Part 4: Other Terms and Conditions of the Patient Portal**

1. *Patient Portal is a Private Network.* The Patient Portal is a private internet application provided and maintained by and proprietary to BSA, on behalf of itself and its subsidiaries. **Unless we have specifically authorized you to access the Patient Portal, it is a violation of state and federal law to access the private computer network of another, such as the Patient Portal.** Use of another's user name and password is not permitted and does not constitute authorization to use the Patient Portal.

2. *Patient Portal Rules.* We reserve the right to promulgate and implement additional rules and regulations pertaining to the use of the Patient Portal. Compliance with all such rules and regulations is a condition of your continued access to the Patient Portal.

3. *Updating these Terms.* By accessing or using the Patient Portal you agree to be bound by these Terms, which we may modify at any time, and you agree that such changes are effective immediately upon posting of the changed version on the Patient Portal. Your continued use of the Patient Portal constitutes your consent to the new or revised Terms.

Any revised Terms will apply both to information already in our possession at the time of the change, and any personal information created or received after the change takes effect. We encourage you to periodically reread these Terms to see if there have been any changes to our policies that may affect you. The date of the most recent update will be posted at the end of this Agreement.

4. *Patient Portal Revisions, Changes, Updates, and/or Improvements.* We may make revisions, changes, updates and/or improvements in products and/or services provided on the Patient Portal and described in these Terms, or add or remove features at any time without notice. BSA will use commercially reasonable efforts to keep the Patient Portal free from error, but BSA cannot and does not guarantee the completeness, accuracy, availability, reliability, or adequacy of the Patient Portal's information. The Patient Portal may contain typographical errors, inaccuracies, or other errors or omissions. Also, unauthorized additions, deletions, or alterations could be made to the Patient Portal by third parties without BSA's knowledge. If you believe that information found on the Patient Portal is inaccurate, please contact BSA using the contact information below.

5. *Investigations, Security Review, and/or Audit.* You agree to cooperate with investigations, security reviews or audits related to use of the Patient Portal conducted by BSA.

6. *Minimum Requirements.* You may access the Patient Portal at any time via your personal computer or laptop computer, provided your computer is running Windows 2000 or later, and IE Explorer 7.0 or higher (other browsers are not supported at this time), and Adobe Reader/Professional 8.0 or higher. 512MB of RAM is recommended. You are solely responsible for keeping your computer secure, including updating it and its applications with required upgrades, updates and security patches available from third parties.

7. *Patient Portal Unavailability.* There may be times when the Patient Portal is unavailable due to technical errors, or for maintenance and support activities. We shall make reasonable efforts to limit such activities to off-peak hours. You acknowledge and agree that the Service may contain errors, and you are responsible for establishing backup, log, batch, review, and other procedures and controls appropriate to maintain the integrity and continuity of your operations and data. As a condition of use of the Service, you agree that in the event of an error in the Service, a designated BSA representative shall be permitted to access your personal information as reasonably necessary to correct such error.

8. *Warranty Disclaimer.* BSA IS PROVIDING THE SERVICE TO YOU "AS IS". BSA MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SERVICE OR ANY UPDATES OR UPGRADES THERETO, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO YOU UNDER THESE TERMS. BSA AND ITS REPRESENTATIVES EXPRESSLY AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, RESULTS,

WORKMANLIKE EFFORT, COURSE OF DEALING AND TITLE, AND NONINFRINGEMENT WITH RESPECT TO THE SERVICE AND ALL OTHER MATERIALS AND INFORMATION PROVIDED TO YOU IN CONNECTION THEREWITH, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING. BSA AND ITS REPRESENTATIVES MAKE NO WARRANTY, AND EXPRESSLY DISCLAIM ANY OBLIGATION, THAT: (a) THE SERVICE OR ANY THIRD PARTY CONTENT CONTAINED THEREIN WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR VIRUS-FREE BASIS; (b) THE CONTENT, FORMS AND INFORMATION PROVIDED ON OR THROUGH THE SERVICE WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE, OR ACCURATE; (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT YOU WILL BE ABLE TO ACHIEVE OR MAINTAIN, IN ANY MANNER AND TO ANY EXTENT, ANY LEGAL OR REGULATORY COMPLIANCE; (d) THE QUALITY OF THE SERVICE OR OTHER INFORMATION OR MATERIALS OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; OR (e) DEFECTS, IF ANY, WILL BE CORRECTED.

THE CONTENT ON AND IN THE SERVICE IS NOT INTENDED IN ANY WAY TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS YOU MAY HAVE ANY MEDICAL CONDITION. NEITHER THE SERVICE NOR ANY OTHER CONTENT OR SERVICE OFFERED BY OR THROUGH THE SERVICE IS INTENDED TO BE RELIED ON FOR MEDICAL DIAGNOSIS OR TREATMENT. NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON OR IN THE SERVICE.

9. *LIMITATION OF LIABILITY.* TO THE MAXIMUM EXTENT PERMITTED BY LAW, BSA AND ITS REPRESENTATIVES SHALL NOT BE LIABLE, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; OR ANY COSTS OF PROCURING SUBSTITUTE GOODS, SERVICES, TECHNOLOGY OR RIGHTS.

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF BSA AND ITS REPRESENTATIVES UNDER ANY PROVISION OF THESE TERMS AND YOUR EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100.00).

YOU ACKNOWLEDGE AND CONFIRM THAT THE COMMERCIAL AND ECONOMIC TERMS UPON WHICH BSA AGREES TO PROVIDE THE SERVICE



TO YOU HAVE BEEN CONDITIONED TO A SUBSTANTIAL EXTENT BY THE ABILITY OF BSA TO MAKE AND ENJOY THE FULL PROTECTION OF THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS AND YOU AGREE, REPRESENT AND CONFIRM THAT THE CONTENTS OF SUCH SECTIONS ARE FAIR AND REASONABLE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

10. *Copyrights.* The Service is for your personal and noncommercial use. Except as otherwise indicated, all content on this site is the property of BSA and/or its licensors and is protected by law and may not be used by you except in connection with your usage of the Patient Portal in accordance with these Terms. Except as provided in these Terms, you may not use, modify, republish, frame, print, display, perform, reproduce, license, transfer, sell, assign, post, transmit, distribute, reverse engineer, create derivative works from, or otherwise exploit any content or information from the Service, in whole or in part, without the express written permission of BSA. In addition, you agree not to use any data mining, robots, or similar data gathering and extraction methods in connection with the Service. You are solely responsible for, and BSA hereby disclaims any and all liability with respect to, all data, programs, procedures, and other information that you input into the Service and the results obtained therefrom and the accuracy and quality of the same.

11. *Term and Termination.* The term of these Terms and the rights granted hereunder will commence on the date you indicate your acceptance of these Terms and will continue until you either stop using the Service or your rights to use the Service are terminated by BSA. In addition to other rights of termination set forth elsewhere in these Terms, BSA may immediately terminate these Terms and your right to use the Service without notice to you in the event you breach any of the terms of this Agreement.

12. *Indemnification.* You shall indemnify and hold BSA harmless from and against any costs, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of claims related to (a) your use of the Service, (b) your use of information or results obtained through use of the Service, and/or (c) any violation of these Terms.

13. *Trademarks and Service Marks.* The names, words, symbols, and graphics representing BSA are the trademarks or registered trademarks of BSA and protected by trademark laws of the U.S.A. and other countries. Other proprietary names, words, symbols and graphics may be designated as such from time to time on this site through use of the <sup>TM</sup>, <sup>SM</sup>, or <sup>®</sup> symbols. Users of this site are not authorized to make any use of the BSA marks, including, but not limited to, as metatags or in any other fashion which may create a false or misleading impression of affiliation or sponsorship with or by BSA.

14. *Infected or Corrupted Materials.* To the extent files are available for download through the Patient Portal, you understand that BSA cannot and does not guarantee or

covenant that such files will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties.

15. *General.* No delay or failure to require performance of any provision of these Terms shall constitute a waiver of the performance of such provision. Any waiver granted by a party must be in writing, and shall apply solely to the specific instance expressly stated. A waiver of any term or condition of this shall not be construed as a waiver of any other terms and conditions of these Terms, nor shall any waiver constitute a continuing waiver. If any part of these Terms is held by a court of competent jurisdiction to be unenforceable or invalid, you and BSA agree that the validity of the remainder of these Terms shall not be affected. No variation, amendment, addition, or modification of these Terms shall be effective without BSA's prior written consent. These Terms represent the entire agreement between you and BSA with respect to the Service and supersedes all previous communications, representations, understandings and agreements, either oral or written, with respect to the Service, and other subject matter covered by these Terms.

16. *Choice of Law.* By visiting or using the Patient Portal, you agree that the laws of the State of Texas, without regard to principles of conflict of laws, will govern these Terms and any dispute of any sort that might arise between you and BSA, or any of our affiliates. You agree not to commence or prosecute any action in connection therewith other than in the state and federal courts of the State of Texas, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of the State of Texas.

17. *Questions, Complaints, and Contacts.* If you have any questions about the Patient Portal or these Terms, including your rights under this document, you can contact BSA Support Team by telephone at 806-212-0035 during normal business hours or visit the Patient Portal website for more information or to submit a support ticket.

18. *Acknowledgement.* YOU ACKNOWLEDGE THAT (A) YOU HAVE READ AND UNDERSTOOD THESE TERMS; AND (B) THESE TERMS HAVE THE SAME FORCE AND EFFECT AS A SIGNED AGREEMENT.

*Last Updated: April 30, 2014*