

#### Terms of Use

Lower Umpqua Hospital District (LUHD) is pleased to provide you with the ability to access portions of your medical record by using the LUHD Partners in Care (PIC) Portal (LUHD PIC Portal).

Use of the LUHD Partners in Care Portal is governed by the following LUHD Partners in Care Portal Terms of Use.

BY CREATING A LUHD PARTNERS IN CARE PORTAL ACCOUNT, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE IN THEIR ENTIRETY, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM IN ALL RESPECTS.

#### Services

The LUHD Partners in Care Portal provides you with the following services:

- Access to view and print portions of your Electronic Health Record (EHR);
- Access to view and print portions of another adult's EHR if the other adult has granted you permission to view their EHR via the Partners in Care Portal;
- Access to view and print portions of a minor patient's EHR if the minor patient is your child or ward and is 11 years of age or younger;
- Review of your visit summary, medication list, treatment history;
- View lab results that have been sent to you; and
- Update your User Profile information.

The LUHD Partners in Care Portal **DOES NOT** provide you with the following services:

- Internet-based diagnostic services
- The ability to request Internet-based diagnosis or treatment services diagnosis
  can only be made and treatment rendered after you schedule and see a
  healthcare services provider
- The ability to communicate with your healthcare services providers regarding an emergency. If you experience an emergency, you should call 911 immediately; and
- In order to comply with U.S. and Oregon laws and regulations concerning the privacy of certain medical/mental health records of minor patients, LUHD does not provide Partners in Care Portal access to the EHR of minor patients from the ages of 12 to 17.



# \*PLEASE DO NOT ATTEMPT TO USE THE LUHD PARTNERS IN CARE PORTAL TO COMMUNICATE IN AN EMERGENCY\*

Use of the LUHD Partners in Care Portal **DOES NOT**: (1) automatically form a healthcare provider-patient relationship with any particular LUHD healthcare provider; or (2) obligate LUHD providers to provide you with healthcare services.

# Eligibility

In order to participate in the LUHD Partners in Care Portal, you must be at least 18 years of age. You must also be either an active patient of a LUHD affiliated healthcare services provider or the parent/guardian of an active patient who is 0-11 years of age.

## Use of the LUHD Partners in Care Portal

- The LUHD Partners in Care Portal is intended to be a secure online means for you to access portions of your confidential medical record information.
- PLEASE NOTE: If you share your LUHD Partners in Care Portal user name and password with another person and/or grant that person access to your LUHD Partners in Care Portal account, that person will be able to see all of your confidential health record information available on the LUHD Partners in Care Portal. LUHD has no responsibility concerning any breach of your confidential medical record information that results from you: (a) sharing or losing your user name and password, or (b) allowing another person to have access to your LUHD Partners in Care Portal account.
- You must select a confidential password and maintain that password in a confidential and secure manner. If you believe that the confidentiality of your password has been compromised, you need to promptly go to the LUHD Partners in Care Portal and change it.
- You will use the LUHD Partners in Care Portal only as permitted and not attempt to harm or circumvent any of its security features or use the LUHD Partners in Care Portal for any purpose other than as described in these Terms of Use.
- The LUHD Partners in Care Portal is being provided to you as a courtesy and a
  convenience. Your access to the Partners in Care Portal may be terminated at
  any time for any reason, including but not limited to: (a) cases when your
  healthcare provider(s) determines that it is not in your best interest to continue to



have LUHD Partners in Care Portal access; or (b) you do not access your LUHD Partners in Care Portal for a period of at least one (1) year.

- Participation in the LUHD Partners in Care Portal is entirely voluntary. You are
  not required to use the LUHD Partners in Care Portal to receive care from LUHD.
  Your providers will not condition treatment on any requirement to participate in
  the LUHD Partners in Care Portal.
- The LUHD Partners in Care Portal provides access to various parts of your medical record. It is not your complete medical record.

### Provision of the Partners in Care Portal Services

- LUHD will use reasonable efforts to keep the LUHD Partners in Care Portal free
  from error, but LUHD cannot guarantee the completeness, accuracy, or
  adequacy of LUHD Partners in Care Portal information. LUHD cannot
  guarantee the LUHD Partners in Care Portal itself will be fault-free. LUHD will
  attempt to correct reported faults within a reasonable time frame.
- In the event that a technical issue is encountered with the Partners in Care Portal and/or your specific Partners in Care account, LUHD may access your Partners in Care account to resolve the issue.
- LUHD reserves the right to change the LUHD Partners in Care Portal from time to time. LUHD may also suspend or terminate the LUHD Partners in Care Portal at any time.

## **Privacy**

LUHD is fully committed to complying with U.S. and Oregon laws and regulations concerning the confidentiality of your medical record information. The LUHD HIPAA Notices of Privacy Practices can be found at: <a href="http://www.lowerumpquahospital.org/wp-content/uploads/2020/07/1026-A-Patient-Privacy-Notice.pdf">http://www.lowerumpquahospital.org/wp-content/uploads/2020/07/1026-A-Patient-Privacy-Notice.pdf</a>

## Security

The LUHD Partners in Care Portal is protected using industry standard security measures. While the security measures will reasonably protect your information and use of the LUHD Partners in Care Portal, if you have any concerns regarding the security of your information or the use of the Internet to access your medical record information through the LUHD Partners in Care Portal you should consider not creating a LUHD Partners in Care Portal account.



### **Disclaimers**

- LUHD WILL ATTEMPT TO PROVIDE THE LUHD PARTNERS IN CARE
  PORTAL WITHOUT INTERRUPTION, BUT ACCESS IS PROVIDED ON AN "AS
  IS AVAILABLE" BASIS. LUHD DOES NOT GUARANTEE THAT YOU WILL BE
  ABLE TO ACCESS THE LUHD PARTNERS IN CARE PORTAL AT ANY TIME
  OF YOUR CHOOSING. LUHD CANNOT GUARANTEE THAT THE LUHD
  PARTNERS IN CARE PORTAL WILL BE ERROR-FREE. IF YOU BELIEVE
  THAT YOUR INFORMATION ON THE LUHD PARTNERS IN CARE PORTAL IS
  NOT ACCURATE OR THAT THERE IS AN ERROR WITH THE LUHD
  PARTNERS IN CARE PORTAL, PLEASE CONTACT YOUR PHYSICIAN'S
  OFFICE IMMEDIATELY. LUHD RESERVES THE RIGHT TO TERMINATE
  YOUR ACCESS TO THE LUHD PARTNERS IN CARE PORTAL AT ANY TIME
  WITHOUT CAUSE OR NOTICE.
- YOU AGREE THAT THE LUHD PARTNERS IN CARE PORTAL TAKES NO RESPONSIBILITY FOR AND DISCLAIMS ANY AND ALL LIABILITY ARISING FROM ANY INACCURACIES OR DEFECTS IN THE INFORMATION, 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 LUHD PARTNERS IN CARE PORTAL. ADDITIONALLY, YOU ARE RESPONSIBLE FOR PRINTING COPIES OF YOUR INFORMATION IF YOU WANT TO HAVE THE INFORMATION AVAILABLE IN THE EVENT THAT THE LUHD PARTNERS IN CARE PORTAL IS UNAVAILABLE.
- LUHD may modify these terms and conditions, other terms and materials
  referenced in these Terms of Use, the LUHD Partners in Care Portal, or the
  content of the LUHD Partners in Care Portal at any time. For this reason, you
  should review these Terms of Use on the LUHD Partners in Care Portal
  periodically.
- The services and the content of the LUHD Partners in Care Portal are provided solely for your personal use. Republication, distribution, or use of the LUHD Partners in Care Portal that is inconsistent with these Terms of Use is strictly prohibited.
- These Terms of Use are governed by and will be interpreted in accordance with the laws of State of Oregon.