



ETCH Patient Portal Terms and Conditions

East Tennessee Children's Hospital (ETCH) offers secure viewing as a service for patients who wish to view parts of their health records. This service can be a valuable educational and communications tool but has certain limitations and risks.

In order to manage these limitations and risks, East Tennessee Children's Hospital needs to impose some conditions of participation. This Patient Portal Terms and Conditions is intended to show and document that authorized users have been informed of these limitations and risks, and the conditions of participation, and that authorized users knowingly accept the limitations and risks and agree to the conditions of participation. By creating an account and accessing the ETCH Patient Portal Site ("Site"), authorized users must acknowledge, understand, and agree to the following terms and conditions. Your failure to follow these terms and conditions may result in the termination of the authorized users access to the Site.

Please note: THE SITE SHOULD NOT BE USED FOR EMERGENCY COMMUNICATIONS OR URGENT REQUESTS.

This should occur via telephone or using existing emergency communication tools.

I. HOW THE SECURE PATIENT PORTAL SITE WORKS

A. The Site is a secure webpage that uses encryption to keep unauthorized persons from reading communications, information, or attachments. Information can only be read by someone who knows the right password or pass-phrase to log-in to the Site. Because the connection channel between the authorized user's computer and the Site uses secure sockets layer technology, the authorized users can read or view information on the authorized user's computer, but it is still encrypted in transmission between the Site and the authorized user's computer.

B. The Site provides the following functionality:

- a.) view appointments
- b.) view billing (limited to that information within the billing module)
- c.) see your health history
- d.) get test results and
- e.) view your medications

C. The Site is not intended to provide diagnostic medical services. The following limitations apply:

- a.) The Site provides no internet-based triage and treatment request.
- b.) Diagnosis can only be made and treatment rendered after you schedule and see your doctor.
- c.) No request for narcotic pain medication will be accepted via the Site.
- d.) Request for re-fill medication will be accepted via the Site for participating providers.

II. CONDITIONS OF PARTICIPATION FOR USING THE SITE

A. The following procedures and conditions of participation relate to online communications and Your use of the Site:

a.) In order to access the Site, the authorized users must have completed the ETCH Patient Portal & Proxy Access Request and Authorization Form.

b.) The authorized users agree to not share their password with anyone. Sharing your password will enable others to have access to your personal confidential medical information. The authorized users are solely responsible for protecting their password.



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c.) The authorized users agree not to send any messages/contact-us requiring urgent attention. Delays can occur based upon volume, availability of staff and the complexity of your condition. If the authorized users need a response in less than two (2) business days, please contact your doctor's office directly by telephone. For all urgent medical matters, contact your doctor's office or appropriate emergency responders.

d.) The authorized users understand that not all of their medical record will appear on the Site. Posting of information is strictly at the discretion of ETCH.

e.) Follow-up is solely your responsibility. You are responsible for scheduling any necessary appointments and for determining if an unanswered online communication was not received by ETCH.

f.) The authorized users are responsible for taking steps to protect themselves and their information from unauthorized use of online communications, such as keeping your password confidential.

g.) The authorized users agree to not engage in any form of illegal or inappropriate online communications when using the Site.

III. PROTECTING YOUR PRIVATE HEALTH INFORMATION AND RISKS

A. The Site utilizes methods of communication and viewing that minimizes the likelihood that an unauthorized party can access or read messages while they are in transmission.

No transmission system is perfect and ETCH uses industry standard measures to maintain electronic security. However, keeping messages secure depends on two additional factors:

a.) the secure message must reach the correct e-mail address; and

b.) only the correct individual (or someone authorized by that individual) must be able to get access to it.

Only you can make sure these two factors are present. We need you to make sure We have your correct e-mail address and are informed if it ever changes. You also need to keep track of who has access to your e-mail account so that only you, or someone you authorize, can see the messages you receive from ETCH.

B. If you receive secure messages from the Site, you need to keep unauthorized individuals from learning your password. If you think someone has learned your password, you should promptly go to the Site and change it.

C. ETCH will not forward online communications with you to third parties except as necessary for treatment or payment, as authorized by you or required by law.

D. You agree to take steps to keep your online communications to and from ETCH confidential including:

a.) Do use a screen saver or close your messages instead of leaving your messages on the screen for passersby to read;

b.) Do not store messages on your employer-provided computer; otherwise personal information could be accessible or owned by your employer; Employers and online services may have a right to inspect and keep online communications transmitted through their system;

c.) Do not allow other individuals or other third parties access to the computer(s) upon which you store medical communications; and

d.) Do not use unsecure standard e-mail for medical communications. Standard e-mail may lack security and privacy features and may expose medical communications to your employer or other unintended third parties.

E. ETCH is fully committed to complying with all federal and state laws and regulations concerning the confidentiality of medical record information.



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F. ETCH may use data obtained from the Site without further authorization from you as part of ETCH's educational activities and programs, and for research purposes so long as the information is de-identified and used in accordance with applicable state and federal regulations.

IV. DISCLAIMER

A. ETCH WILL ATTEMPT TO PROVIDE THE SITE WITHOUT INTERRUPTION, BUT ACCESS IS PROVIDED ON AN "AS IS AVAILABLE" BASIS. ETCH DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS THE SITE AT ANY TIME OF YOUR CHOOSING. ETCH CANNOT GUARANTEE THAT THE SITE WILL BE ERROR-FREE. SHOULD YOU HAVE CAUSE TO BELIEVE THAT YOUR INFORMATION ON THE SITE IS NOT ACCURATE OR THAT THERE IS AN ERROR WITH THE SITE, PLEASE CONTACT ETCH IMMEDIATELY.

B. YOU AGREE THAT ETCH 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 SITE.

V. PATIENT ACKNOWLEDGEMENT AND AGREEMENT

I acknowledge that I have read and fully understand this Form. I understand the limitations, and risks associated with online communications with ETCH, and knowingly consent to the terms and conditions outlined herein. In addition, I agree to follow the instructions set forth herein and including the Policies and Procedures Regarding the Patient Portal as set forth in the Site log-in screen, as well as any other instructions that ETCH may impose to communicate with Patients via online communications. Withdrawal of my consent must be done by written online communications or in writing to the Contact Us provided below.

CONTACT US:

East Tennessee Children's Hospital
Attn: Medical Records Department
2018 Clinch Avenue
Knoxville, TN 37916
865-541-8102

VI. COPYRIGHT AND TRADEMARKS

All content included on the Site, including, but not limited to, text, photographs, graphics, button icons, images, artwork, names, logos, trademarks, service marks and data, in any form including the compilation thereof, are protected by U.S. and international copyright law and conventions.

VII. SITE ACCESS AND LICENSES

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VIII. LINKS TO THIRD PARTY SITES

This Site may contain links to websites operated by other parties. The links are provided for your convenience only. We do not control such websites and We are not responsible for the content and performance of these sites. The inclusion of links to other websites does not imply any endorsement of the material on the websites or any association with their operators. We do not operate, control or endorse any information, products or services provided by third parties through the Internet. Use of other sites is strictly at your own risk including, but not limited to, any risks associated with destructive viruses. You are responsible for viewing and abiding by the terms and conditions of use and the privacy statements of the other websites.