

**Wellspan Summit Physician Services**  
**an Affiliate of Wellspan Health**  
**Patient Portal Terms of Use Agreement**  
**R: 7/11/19**

The Wellspan Summit Physician Services Patient Portal offers secure viewing and communication as a service to patients who wish to view parts of their records and communicate with our staff. Secure Messaging can be a valuable communications tool, but has certain risks.

Please note that by visiting the Site and using the Patient Portal you are deemed to have accepted the terms and conditions of this Agreement and the Privacy Policy, and to receive notices of amendments and modifications to this Agreement.

**SPECIAL AUTHORIZATION**

I understand that my medical records may contain sensitive information such as mental health treatment information and/or information relating to drug or alcohol abuse and/treatment. I authorize Wellspan Summit Physician Services to include this information on the patient portal where it will be accessible to me and any person I provide with access rights via proxy.

I. Terms of Use General Policies and Procedures

DO NOT use the Patient Portal to communicate to Wellspan Summit Physician Services (i) an emergency, (ii) an urgent issue or (iii) sensitive information (e.g. HIV, Mental Health, work-excuses, etc).

**A. Proper Use/Subject Matter:**

1. Use the Patient Portal for non-urgent medical portal related questions, lab or testing results, appointment reminders, or requests.
2. Use the Patient Portal to update your demographic information.
3. Be sure that all information that you enter is true, accurate, complete, and updated whenever there is a change.
4. Be concise when typing a message.

**B. The Patient Portal has the following functions:**

1. Messages
  - a. Allows you to send and receive secure email to/from your healthcare team members.
2. Appointments
  - a. Allows you to view or print upcoming and previous appointments, request an appointment, cancel an appointment, and request to reschedule an appointment.
3. Medications
  - a. View Medication List
  - b. Update your current Medication list, pending provider approval
  - c. Renew a prescription refill, pending provider approval
4. Chart Summary - Is in a view or printable format (non-interactive) and may include any or all items listed:
  - a. Advance Directives
  - b. Allergies
  - c. Contacts
  - d. Family History
  - e. Immunizations
  - f. Insurance Providers
  - g. Lab Results
  - h. Medications
  - i. Problems
  - j. Procedures
  - k. Social History
  - l. Vital Signs

5. Account Information

- a. Contains your Personal information (address, DOB, Phone number)
- b. Contains your Insurance information

All of this information is available for you to review and check for accuracy as well as to print for other providers or to keep for your records. If needed, you may obtain a full copy of your electronic health record by contacting Medical Records where you received treatment . \*Note: If this portion is not complete, we still have the information. Please contact Medical Records for information on how to obtain such documents. You can also make suggestions/comments on the information added, but your suggestion/comment will not be a permanent part of your medical record until approved by our staff.

**C. Communications Will Become a Part of Medical Record:**

Communication via the patient portal will be included in your permanent medical record.

**D. Privacy:**

1. All messages sent to you in the Patient Portal will be encrypted. See section on "Patient Portal Guidelines and Security" for explanation.
2. Emails from you to your healthcare team should be sent through the Patient Portal or they are not considered secure.
3. All email address lists will be kept confidential and such lists will not be shared with other parties, unless necessary to perform Patient Portal operations (e.g. perform system upgrades to the Portal) or required by law.
4. A variety of healthcare and administrative personnel (such as physicians, nurse practitioners, physician assistants, registered nurses, certified medical assistants, clerks, etc ) will be involved in reading, processing and replying to your messages and information submitted through the Patient Portal. (Similar to how phone communication is handled).
5. There is no need to notify us that you have read a message, unless you have a question or need further information.
6. Read our HIPAA handout for information on how private health information is handled in our facility. The policy can be viewed at <http://www.summithealth.org/privacy-policy>. If you have any concerns, please contact the HIPAA Privacy Officer at 717-267-4842

**E. Response Time:**

1. Reasonable efforts will be made to respond to email inquiries within 2 business days after receipt. Response time may be longer if the Patient Portal service is interrupted for maintenance, upgrades, or emergency repairs and other related events beyond our control. In this respect, you agree not to hold Wellspan Health, its physician practices, its providers or any of its staff, in any way liable or responsible to you for such modification, suspension, or disruption of the Patient Portal.
2. Please be aware if using the Wellspan Summit Physician Services portal for reviewing results, you may have access to your results prior to your provider. This does not replace the current result notification protocols that are in place by your provider in reviewing your results.
3. The Patient Portal is checked during hours of operation, which are 8:00 am to 5:00pm Monday through Friday. You are encouraged to use the Patient Portal at any time; however, messages submitted after hours are held for us until we return the next business day.

**F. Medical Advice and Information Disclaimer:**

The Patient Portal may from time to time include information posted by Wellspan Health in the form of news, opinions, or general educational materials that should not be construed as specific medical advice or instruction from Wellspan Summit Physician Services. Nothing in the Patient Portal is intended to be used for medical diagnosis or treatment for a particular individual. The information posted by Wellspan Summit Physician Services on the Patient Portal should not be considered complete, nor should it be relied on to suggest a course of treatment. You should always seek the advice of your provider with any questions you may have regarding a medical condition and you should never disregard medical advice or delay in seeking it because of something you may have read on the Patient Portal.

## **II. Terms of Use Patient Portal Guidelines and Security**

### **A. How the Secure Patient Portal Works:**

The Patient Portal is a webpage that uses encryption and other security measures designed to keep unauthorized persons from reading communications, information, or attachments. Secure messages and information are designed to be read only by someone who knows the right password or pass-phrase to log in to the Patient Portal site.

### **B. Availability of the Patient Portal:**

Access to this secure Patient Portal is an optional service, and may be suspended or terminated at any time and for any reason. If service is suspended or terminated, we will notify you as promptly as we reasonably can.

### **C. Protecting Your Private Health Information and Risks:**

The Patient Portal is designed to prevent unauthorized parties from being able to access or read messages while they are in transmission by using encryption. Other security measures protect information maintained within the Patient Portal site. The website for the Patient Portal has a trusted site certificate, which is viewable from your browser's task bar. (You can learn more about trusted sites by going to <http://windows.microsoft.com> and searching: "When to trust a website.")

Keeping messages secure depends on two (2) additional factors: (a) the secure message must reach the correct email address, and (b) only the authorized individual must be able to get access to it. Only you can make sure these two (2) factors are present. We need you to make sure that we have your correct email address and are informed if it ever changes. You also need to keep track of who has access to your Patient Portal account, so that only you or someone you have authorized can see messages received or other information in your Patient Portal. You should protect your Patient Portal login information from anyone whom you do not want to access your Patient Portal account and notify us immediately of any unauthorized use of your login information or if you believe that your login is no longer confidential. You will be solely responsible for maintaining the security of your password and if you lose, share or otherwise make your password available to others, the confidentiality of your protected health information may be compromised. For example, if you post your password on your monitor or save your password on your computer, others may gain access to your health information. Additionally, if you walk away from your computer that is displaying your health information without logging off other individuals could view your information. You understand that if you print any of the health information it is your responsibility to safeguard the printed records and any protected health information contained on those printed records.

We will not answer questions or send protected health information by regular email. Even with these security measures, we cannot guarantee the confidentiality, security or integrity of Patient Portal information. To the fullest extent allowed by law, you agree to not hold Wellspan Health, its physician practices, its providers or any of its staff liable for network infractions beyond our control.

## **III. Agreement To Abide By the Terms of Use**

By creating your portal account you have agreed to the Patient Portal Terms of Use agreement you acknowledge that you have received the Patient Portal Terms of Use and that you understand and agree to abide by all of the provisions of the Patient Portal Terms of Use, as they may be modified from time to time. Any changes to the Terms and Conditions will be notified to you via your portal inbox. You understand the risks associated with using the Patient Portal, including compromise of protected health information resulting from an encrypted email being delivered to the wrong address because you did not update the Patient Portal with your new email address. You understand that your Patient Portal account access may be terminated and disabled if you fail to follow the Patient Portal Terms of Use.