

My Loretto Health Patient Portal offers the patients of Loretto Hospital secure electronic access to portions of their medical record. This can be a valuable communications tool, but certain precautions should be used to minimize risks. In order to manage these risks we have imposed some terms and conditions for participation. By selecting **'Accept'** at the bottom of this page, you accept these risks and agree to the Terms of Use, as described below.

Loretto Hospital uses reasonable efforts to maintain the Patient Portal, but Loretto Hospital is not responsible for any defects or failures associated with the Patient Portal, any part thereof or any damages (such as lost profits or other consequential damages) that may result from any such defects or failures. The Patient Portal may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment malfunctions, (b) periodic maintenance procedures or repairs which Loretto Hospital may undertake from time to time or (c) causes beyond the control of Loretto Hospital or which are not foreseeable by Loretto Hospital. In addition, Loretto Hospital makes no guarantees as to the web sites and information located worldwide throughout the Internet that you may access as a result of your use of the Patient Portal, including as to the accuracy, content, or quality of any such sites and information or the privacy practices of any such site. Loretto Hospital is not a backup service for storing data you submit to the Patient Portal, and Loretto Hospital shall have no liability regarding any loss of such data. You are solely responsible for creating backups of any data you submit using the Patient Portal.

My Loretto Health Terms of Use

Loretto Hospital provides this site for the exclusive use of its established patients and their designated proxies. The Patient Portal is designed to enhance patient and physician communications. All users must be established by a previous physician visit. We strive to keep all of the information in your records correct and complete. If you identify any discrepancy on your record, you agree to notify us immediately. Additionally, by using the Patient Portal, you agree to provide factual and correct information.

The information on the Patient Portal is maintained by Loretto Hospital at its current physical facility. For questions about this site contact Loretto Hospital's Information System's help desk via email at support@lorettohospital.org.

The Patient Portal provides the following services:

- Access to the patient's personal health information online.
- Private communication between the patient and the physician and/or medical staff.
- Secure access to review the patient's medical test, lab results and health summary.

The My Loretto Health is not intended to:

- Provide internet-based diagnostic medical services.
- Provide internet-based triage and treatment requests.
- Provide emergency communications and services.



Risks, Responsibilities, and Benefits:

Loretto Hospital understands the importance of privacy with regard to your healthcare and will continue to protect the privacy of your medical information. Our use and disclosure of medical information is described in our Notice of Privacy Practices. Access to this secure web portal is an optional service and we may suspend or terminate it at any time for any reason. If we do, we will notify you as promptly as possible or place such information on Loretto Hospital's website.

You agree not to hold Loretto Hospital or any of its staff or physicians liable for network or security infractions beyond our control. The Patient Portal is only available in English at this time. We do not sell or give away any private information, including email addresses.

All messages sent to you will be electronically secure. Messages and emails from you to any staff member must be sent through the Patient Portal for security and confidentiality reasons. The Patient Portal messages will be handled by our staff in a manner similar to how phone communication is handled.

Although we strive to reply to Patient Portal messages within one business day, we cannot guarantee that we will be able to address your messages in that timeframe. We encourage you to use the Patient Portal at any time but understand that we can only reply to messages during our office hours, excluding holidays recognized by Loretto Hospital. If you do not receive a response within two business days, please feel free to call our office.

You are responsible to provide us with your correct contact information (including email addresses) and inform us immediately of any change.

Please understand that all electronic communications carry some degree of risk, even in a secured environment. Even with all due precautions, online communications may be intercepted, forwarded or changed without a patient's or the healthcare provider's knowledge. By using or accessing the Patient Portal, you expressly accept these risks. Note that it is easier for a patient's identity to be stolen or for someone to try to impersonate a patient via online communication.

Online communications are admissible as evidence in court just as medical records are in the event the physician- patient privilege is waived or if a court orders disclosure.

Online communications may disrupt or damage a computer if a computer virus is transmitted via an attached file, hyperlink or other method. You assume liability for such disruptions or damages caused by such transmissions. Responses to online communications are limited by the information provided and your question may necessitate a follow-up phone call or a request to meet with you in person to gain further information.

Electronic communications will be viewed by not only the physician, but the staff members assigned to handle such communications and any other provider covering for the patient's physician if the patient's physician is unavailable to respond.



Applicable law may allow a health care professional to determine that a minor patient is "mature" to keep a portion of the minor's medical information confidential. If the minor patient is determined "mature" by his or her physician, all Patient Portal communication will be with the minor directly and a new consent form with the minor's email address will be required.

Applicable law may also permit confidential communication with a minor patient in regards to treatment and reporting of sexually transmitted diseases to the minor and communications with pregnant minors in regards to questions about the health of her fetus. In these situations, all Patient Portal communications will be directly with the minor and a new consent form with the minor's email address will be required.

Loretto Hospital will keep a copy of all medically important online communications in your medical record secure pursuant to applicable federal and state laws and regulations. Print or store in a secure place (on a computer or storage device owned and controlled by you) a copy of all online communications that are important to you. Loretto Hospital will not forward online communications with you to third parties except as authorized or required by law.

Diagnosis can only be made and treatment rendered after the patient schedules an appointment with a physician or licensed healthcare provider by calling 773-854-5475. All emergency or urgent care conditions should be seen our Emergency Department, or by calling 911. Please note that online communications should never be used for emergency communications or urgent requests. These should occur via telephone or using existing emergency communications tools as noted above.

Follow-up is solely your responsibility. You are responsible for scheduling any necessary appointments and for determining if an online communication did not receive a response. You are responsible for taking steps to protect yourself from unauthorized use of online communications, such as keeping your password confidential. Loretto Hospital is not responsible for breaches of confidentiality caused by you or an independent third-party.

Guidelines for Safe Online Communications

Take steps to keep your online communications to and from Loretto Hospital confidential, including:

- Do not store messages on your employer-provided devices (e.g. computer, cell phone, tablet, etc.); otherwise personal information could be accessible or owned by your employer.
- Use a screen saver or close your messages instead of leaving your messages on the screen for passersby to read and keep your password safe and private.
- Do not allow other individuals or third parties access to the devices(s) upon which you store medical communications.



- Keep your login and password information secure and confidential.
- Do not use email for medical communications. Standard email lacks the necessary security and privacy features and may expose medical communications to employers or other unintended third-parties.

The Patient Portal is provided as a courtesy to our valued patients. While some offices charge for this convenience on an annual basis, we are focused on providing the highest quality of health care and service to our patients. However, if we determine abuse or negligent usage of the **My Loretto Health** Patient Portal persists, we reserve the right at our own discretion to terminate, suspend user access, or modify services offered through the Patient Portal to the individual who is abusing his/her privileges.

For information about Loretto Hospital's HIPAA policy and how Protected Health Information (PHI) is used at Loretto Hospital, please visit our website at <u>www.lorettohospital.org/patient-rights-and-quality-of-care</u>.

Miscellaneous

Please note that My Loretto Health is not your complete medical record, nor is it your official Loretto Hospital medical record. By signing up for My Loretto Health, you agree to comply with this Agreement and applicable law, rules and regulations. Your access to and use of My Loretto Health is subject to your agreement to these Terms and Conditions and such law, rules and regulations.

In regard to My Loretto Health and this Site, where any provision(s) of this Agreement conflict with any other term, policy or condition published on or otherwise applicable to this Site or any other Loretto Hospital website, the relevant provision(s) of this Agreement shall control, prevail and be enforced.

We have the right to modify this Agreement at any time, in our sole discretion. In general, modifications to these Terms and Conditions will not apply retroactively and will become effective no sooner than fourteen days after they are posted. Your continued use of My Loretto Health constitutes your acceptance of all of the modifications we have made.

If you do not agree with our modifications to these Terms and Conditions or any of our changes to our Privacy Policy, you should discontinue your access and use of My Loretto Health. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

Access to Online Communications

Note that online communications do not decrease or diminish any of the other ways in which you can communicate with your provider. It is an additional option and not a replacement.



By accepting this agreement, you acknowledge that you understand the policies and procedures, agree to comply with them and all of your questions have been answered to your satisfaction. If you do not understand or do not agree to comply with our policies and procedures, please choose to **'Decline'** at the bottom of this page. If you have any questions we will gladly provide more information.

Medical Disclaimer

My Loretto Health constitutes neither the practice of any medical, nursing or other health profession nor the provision of health care or any other professional advice, diagnosis or treatment. The information in My Loretto Health is not your complete, official medical record, nor should it be relied on in any way for medical decision-making or to suggest a course of treatment for you or anyone else. If you have or suspect that you have a medical problem or condition, call your physician. Never disregard medical advice or delay in seeking it because of something you have read in My Loretto Health.

Patient/Proxy Acknowledgement and Agreement

I acknowledge that I have read and fully understand this agreement and consent form. I have been given risks and benefits of the **My Loretto Health** Patient Portal and agree that I understand the risks associated with online communication between my physician and me as the patient, and consent to the conditions outlined herein. I acknowledge that using the **My Loretto Health** Patient Portal is entirely voluntary and will not impact the quality of care I receive from Loretto Hospital should I decide against using the Patient Portal. In addition, I agree to adhere to the policies set forth herein, as well as any other instructions or guidelines that my physician may impose for online communications. I have been proactive about asking questions related to this consent agreement. All of my questions have been answered with clarity.

□ I 'Accept' the terms of the My Loretto Health Patient Portal User Agreement

□ I 'Decline' to the terms of the My Loretto Health Patient Portal User Agreement

Patient Acknowledgment

Signature of Patient

Date

Proxy Acknowledgment

Signature of Proxy

Date



Print Patient Name:	
Date of Birth:	
Email Address:	

I am over the age of 18 and have sole responsibility of my medical care

- □ Yes
- □ No (We do not offer the Patient Portal to minors or those patients which do not make their own medical decisions at this time. We apologize for the inconvenience.)

I choose not to participate in Patient Portal at this time because:

- □ I do not have an E-mail address
- I do not wish to share my E-mail address
- □ English is not my preferred language
- □ Other