

## Terms and Conditions

## EAST HAWAII (EH) – HILO BENIOFF MEDICAL CENTER/HONOKAA HOSPITAL/KAU HOSPITAL PATIENT PORTAL TERMS AND CONDITIONS

Hilo Benioff Medical Center, Honokaa Hospital and Kau Hospital (together, "EH") are pleased to provide you with the ability to access parts of your medical record by using our MY Chart Patient Portal Program (the "Patient Portal"). By requesting to set up such access and an account with Patient Portal, you agree to the following terms and conditions. Please note that your failure to follow these terms and conditions can result in the termination of your account with Patient Portal.

### ELIGIBILITY

In order to participate in Patient Portal, you must be 18 years of age or older (or an emancipated minor). You must also be an established patient with an East Hawaii physician.

### USE OF PATIENT PORTAL

By your request to participate in Patient Portal, you understand and agree to the following:

- (a) Patient Portal is intended as a secure online means for you to access parts of your confidential medical record information. Please note that if you share your Patient Portal user name and password with another person, this will allow that person to see your confidential medical record information. EH has no responsibility for any breach of your confidential medical record information due to your sharing or losing your user name and password.
- (b) You must select a confidential password and we urge you to maintain that password in a confidential and secure manner. If you believe that the confidentiality of your password has been compromised, you should change your password by following the procedures described in Patient Portal.
- (c) Patient Portal is not meant to be used in the case of an emergency. If you should experience an emergency, you should immediately call 911 and/or seek appropriate emergency care.
- (d) You will use Patient Portal only as permitted and not attempt to harm or circumvent any of its security features or use Patient Portal for any purpose other than as described in this Agreement.
- (e) Patient Portal is being provided to you as a convenience. EH has the right to terminate your Patient Portal access at any time for any reason. This may include instances where EH determines that it is not in your best interest to continue to have Patient Portal access.
- (f) Participation in Patient Portal is entirely voluntary and you are not required to use Patient Portal to receive care from EH. EH will not condition its treatment of you on any requirement to participate in Patient Portal.
- (g) Patient Portal provides access to parts of your medical record, not your complete medical record. Please go to your facility's Medical Record Department if you wish to have a complete record.
- (h) Patient Portal allows for secure messaging and I understand and agree that by signing up for Patient Portal, I may receive communication through automated emails, voice mails, text messages, and

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autodialed calls for appointment, billing and health care related purposes. Messages will be sent to the phone number, email address, and physical address provided. I accept responsibility for providing the correct address information and understand that if address information is not correct or changes, I will update my information and will not hold EH responsible for any error. Email and Text messages will not contain PHI but will request you to log in for updated information.

### PROVISION OF SERVICES

- (a) Patient Portal is presently provided free of charge, but EH reserves the right to charge for Patient Portal services in the future. Should such a charge ever be introduced, anyone with a Patient Portal account would have the option to discontinue the service.
- (b) EH will use all efforts to keep Patient Portal free from error, but cannot guarantee the completeness, accuracy, or adequacy of Patient Portal information. EH cannot guarantee Patient Portal itself will be fault-free, but will attempt to correct reported faults in a reasonable time frame.
- (c) EH reserves the right to change Patient Portal from time to time. EH may also suspend or terminate Patient Portal at any time.

### PRIVACY POLICY

- (a) EH is fully committed to complying with all federal and state laws and regulations concerning the confidentiality of medical record information. Our HIPAA (Patient Privacy Law) Notice of Privacy Practices can be found at:

[https://www.hhsc.org/wp-content/uploads/HHSC-Notice\\_of\\_Privacy\\_Practices.pdf](https://www.hhsc.org/wp-content/uploads/HHSC-Notice_of_Privacy_Practices.pdf)

- (b) EH may use Patient Portal data without further authorization from you as part of EH'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.

### SECURITY

Patient Portal is protected using industry standard security measures. While the security measures will reasonably protect your information and use of Patient 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 Patient Portal, you should consider not creating a Patient Portal account. Patient Portal will use SMS Text messaging unless you opt out. Text messaging is not encrypted and is not guaranteed secure.

### DISCLAIMER

EH WILL ATTEMPT TO PROVIDE PATIENT PORTAL WITHOUT INTERRUPTION, BUT ACCESS IS PROVIDED ON AN "AS IS AVAILABLE" BASIS. EH DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS PATIENT PORTAL AT ANY TIME OF YOUR CHOOSING. EH CANNOT GUARANTEE THAT PATIENT PORTAL WILL BE ERROR-FREE. SHOULD YOU HAVE CAUSE TO BELIEVE THAT YOUR INFORMATION ON PATIENT PORTAL IS NOT ACCURATE OR THAT THERE IS AN ERROR WITH PATIENT PORTAL, PLEASE CONTACT YOUR PHYSICIAN'S OFFICE IMMEDIATELY. EH RESERVES THE RIGHT TO TERMINATE YOUR ACCESS TO PATIENT PORTAL AT ANY TIME WITHOUT CAUSE OR NOTICE.

YOU AGREE THAT EH TAKES NO RESPONSIBILITY FOR AND DISCLAIMS ANY AND ALL LIABILITY ARISING FROM ANY INACCURACIES OR DEFECTS IN THE INFORMATION, SOFTWARE, COMMUNICATION LINES,

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INTERNET OR YOUR INTERNET SERVICE PROVIDER ("ISP"), COMPUTER HARDWARE OR SOFTWARE, OR ANY OTHER SERVICE OR DEVICE THAT YOU USE TO ACCESS PATIENT PORTAL. ADDITIONALLY, YOU ARE RESPONSIBLE FOR PRINTING COPIES OF YOUR INFORMATION IF YOU WANT TO HAVE THE INFORMATION AVAILABLE IN THE EVENT THAT PATIENT PORTAL IS UNAVAILABLE.

EH may modify these terms and conditions, other terms and materials referenced in this document, Patient Portal, or the content of the Patient Portal website at any time. For this reason, you should review these terms and conditions on the website periodically.

The services and the content of Patient Portal are provided solely for your personal use. Republication, distribution, or use of Patient Portal that is inconsistent with the terms and conditions described herein is strictly prohibited.

These terms and conditions are governed by and will be interpreted in accordance with the laws of the State of Hawaii.