



Elliot Health System MyEchart Terms

Welcome to the web pages for our MyEChart Service (the "MyEChart service" or the "Service"). The following terms and conditions (the "MyEChart Terms") govern your use of the Service.

In our MyEChart Terms, the words "you" and "your" refer to the person accessing the MyEChart service and the words "we", "us", and "our" refer to Elliot Health System.

- 1. The MyEChart Service.** Our MyEChart service is designed to (1) provide patients with Web-based access to portions of their medical records, (2) allow patients to communicate with staff via email and (3) offer parents, guardians, or other individuals concerned about the patient, proxy access to the patient's MyEChart account.

Elliot Health System offers the MyEChart service as a convenience to patients. It is not a substitute for appropriate and timely contact with a physician. While we use reasonable efforts to ensure that the Service is available 24 hours per day, we cannot and do not guarantee this availability. Further, while our staff makes reasonable efforts to be as responsive as possible to MyEChart emails, we cannot guarantee how long it will take them to respond to these emails. Accordingly:

YOU SHOULD NEVER CHANGE OR STOP ANY COURSE OF TREATMENT PRESCRIBED BY YOUR PHYSICIAN WITHOUT FIRST CONSULTING HIM OR HER.

YOU SHOULD NOT USE THE MYECHAT SERVICE IF YOU HAVE AN EMERGENCY OR THINK THAT YOU NEED TO SPEAK WITH SOMEONE URGENTLY.

IF YOU HAVE AN EMERGENCY, YOU SHOULD CALL 911 OR GO TO THE EMERGENCY DEPARTMENT OF YOUR LOCAL HOSPITAL.

- 2. Your Agreement.** Please read these MyEChart Terms carefully; they impose legal obligations on you and establish our legal relationship. If you sign-up for our MyEChart service, during the registration process (and from time to time as we may require) you will be prompted to click an "I Accept" button, which confirms your agreement to be legally bound by our MyEChart Terms. If you do not wish to be bound by our MyEChart Terms, please do not register for the service.
- 3. Your Password.** When you register for our MyEChart service, you will create a user name and a confidential password. Please keep in mind that we will treat anyone who uses your user name and password as "you." We will provide this user with all of the

rights and privileges that we provide to you, and we will hold you responsible for the activities of a person using your user name and password. Therefore, we recommend that you maintain your password in confidence, and that you refrain from disclosing this information to anyone who might "pretend" to be you with respect to our MyEChart services. We also ask that you notify us immediately if you suspect that someone is using your password in this manner.

4. The Features of Our MyEChart Service. Our MyEChart service has four primary features, consisting of (i) online access to certain parts of your medical records; (ii) a system for exchanging non-emergency email with your Elliot Health System healthcare providers; (iii) a system for obtaining and giving "proxy access" to medical records; and (iv) a set of confidentiality and security protections for the Service. Each of these features is described in further detail, below.

a. Online Access to Medical Records. The MyEChart service is a communication service offered as a convenience to Elliot Health System patients. It provides online access to portions of your Elliot Health System electronic record. Not all of your Elliot Health System record may appear on your MyEChart record. Posting of information is at the discretion of your individual physician(s). The portion that appears on the Site is your "**MyEChart Record.**" If you believe that additional information should be included in your MyEChart Record, please feel free to discuss this with your physician. If you enter inaccurate medical information about yourself while using the MyEChart service, this inaccurate information may appear on your MyEChart Record. Be sure to take care to ensure that all information that you supply through our MyEChart service is accurate.

b. MyEChart Email Communications.

- **Supplying an Email Address.** You will need to supply a valid email address when you sign-up for your MyEChart account, and should update the address as needed.
- **Email and Privacy Issues.** You will be notified via email when there is new medical information to be viewed through your MyEChart account. A person with access to your email will be able to see this notification. Although no private medical information will be sent, the notification that new medical information is available by accessing your MyEChart account may be information that you would not want others to know. Thus, you should take this into account when giving others access to the email account you use for the MyEChart service.
- **Inclusion of Email in your MyEChart Record.** The contents of email messages sent via the MyEChart service may be stored in your permanent medical record. Once this content is made part of your Record, it will be accessible to current and future Elliot Health System staff members who are involved with your care.

- **Messages that You Send.** Elliot Health System is only able to respond to electronic communications based on the information provided by you. Please do your best to provide sufficient information. Email messages that you send will be routed to the appropriate department, and Elliot Health System employees, other than your healthcare provider, may be involved in addressing your request. Therefore, use of MyEChart email may not be appropriate if there is sensitive information that you would only wish to discuss directly with your provider.
- **Important Limitations on Email System.** Elliot Health System seeks to provide timely responses to electronic inquiries. In some cases, the clinic staff that needs to respond to an electronic inquiry or other communication may not be available immediately. **MYECHAT EMAIL SHOULD NEVER BE USED FOR URGENT MATTERS.** Electronic messages cannot be responded to immediately. Therefore, for all urgent matters, contact your physician by phone, and/or go to the emergency department of a local hospital, and/or dial 911.
- **Messages Sent to You.** Elliot Health System may send you messages via MyEChart email. These messages may contain information that is important to your health and medical care. It is your responsibility to monitor these messages.
- **Prohibited Uses of MyEchart Email.** You are prohibited from using the MyEChart service to send or receive e-mail other than that designed to obtain healthcare for yourself or for a patient for whom you have proxy access.

c. **Access by Someone Other than the Patient.**

- Parents, guardians, and power of attorneys may access a MyEChart account by filling out a MyEChart Proxy Access form. Parents and legal guardians may have full access to their child's record until their child turns twelve years old. Parents of children between the ages of 12-18 may have limited access to the child's record via MyEChart. For specific information on limitations please refer to the attached guideline or request a MyEChart Access form available in your providers office.
- If you would like to allow someone such as your spouse to access your MyEChart account, you can authorize this access by filling out the MyEChart Proxy Access form. You can choose not to have records disclosed regarding HIV diagnosis/treatment or genetic testing. All other parts of your MyEChart record, including records regarding mental health and substance abuse will be disclosed to the authorized individual.

d. **Confidentiality and Security.** Elliot Health System complies with HIPAA regarding the confidentiality that it affords to medical information stored on your MyEChart Record, and with respect to its security procedures and precautions. See Privacy Policy (link). You are solely responsible for any sharing of MyEChart content that you intentionally or unintentionally communicate to others.

5. **Accuracy of MyEchart Record:** Elliot Health System has no control over a physician's or laboratory's medical record entries, progress notes, or diagnostic or treatment recording, whether paper-based or electronic, and does not monitor physician or other provider communications or entries of any kind via the MyEChart service; therefore, it cannot guarantee the accuracy or medical appropriateness of such entries. Please remember that the MyEChart service is not a substitute for telephonic or in-person communication with your medical providers, and MyEChart services should not be relied upon for medical decision making or as an alternative to office visits. If you ever have any questions about the accuracy or meaning of the information in your MyEChart Record, please be sure to contact your physician's office or schedule an appointment.
6. **Modification:** If we modify our MyEChart Terms, we will notify you, and request your consent via an "I accept" confirmation.
7. **General Provisions:** The MyEChart Terms shall be governed in all respects by the laws of New Hampshire without giving effect to its conflicts of law provisions. Both parties submit exclusively to the personal jurisdiction of and venue in the state and federal courts of the State of New Hampshire, in the judicial district in which Elliot Health System resides. Elliot Health System makes no representation that the information available through the MyEChart service is appropriate or available for use in locations outside the United States, and access to this Service from locations where the provision of such information may be illegal is prohibited. Users who access the MyEChart service from such locations do so on their own initiative and are responsible for compliance with all applicable local laws. If any provision of the MyEChart Terms is held to be invalid and unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Elliot Health System's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.
8. **Effective Date.** The effective date of the above MyEChart Terms is 02/07/2007.

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