## PENN HIGHLANDS HEALTHCARE PATIENT PORTAL TERMS AND CONDITIONS

Penn Highlands Healthcare is pleased offer you our patient portal — an online site where you can access your health record information, request appointments and ask questions.

The portal is a convenience service; it is not intended to be a substitute for seeing your physician.

To access the portal, you must agree to the following terms and conditions.

- 1. I understand that the portal is NOT to be used for medical emergencies. If I am experiencing a medical emergency, I will call 9-1-1 or go to the emergency room.
- 2. An adult patient (over 18) may access the portal. Parents and guardians of minor, unemancipated children may access the portal relating to their child. In addition, competent adults may grant third parties the right to access their portal by following the instructions provided.
- 3. I understand that it is possible that information on the portal may contain an error or be incomplete or there could be an interruption which causes a question or communication from me or to me not to be delivered or accessible. If I have a concern or a question or if something is unexpected or confusing, I understand that I should call my doctor's office and not rely on the portal information as complete and accurate.
- 4. I understand that the patient portal may not contain my entire medical record.
- 5. I understand that for inpatient and Emergency Room medical records, my information will be available in the portal within 36 hours after discharge; my medical records for outpatient tests, procedures and visits (including Physician Practice office visits) will be available to me in the portal within 4 business days of my visit or from the time results are made available to my healthcare provider.
- 6. I understand that my confidential patient information is available through this portal. If I do not log out and close my browser, others may be able to see my information. If I give my user name and password to anyone else, they will be able to access my information.
- 7. If I believe someone else has access to my user name and password that I have not authorized, I will change my password following the instructions described in the portal.
- 8. I understand that while Penn Highlands Healthcare attempts to ensure that its electronic communications are secure, they may still be subject to interception.

- 9. I understand that the patient portal is available as a convenience and that Penn Highlands Healthcare may terminate access at any time for any reason. I also understand that my participation is entirely voluntary and I can elect to terminate access at any time.
- 10. I agree that I have no right to copy, modify, change, store, license, assign or exploit the portal software in any manner.
- 11. The portal and the terms and conditions may be changed periodically. I understand that I should re-read these terms and conditions whenever I access the portal.

I understand that Penn Highlands Healthcare will attempt to provide portal access without material downtime or interruption, but cannot guarantee access. In addition, Penn Highlands Healthcare will also attempt to make sure the information on the portal is accurate, but we cannot guarantee its accuracy, timeliness or completeness or that it will be error free. If I have any concern about the accuracy or completeness of portal information, I will contact my doctor promptly to verify information and will not rely on the portal data.

## AUTHORIZATION TO USE OR DISCLOSE PROTECTED HEALTH INFORMATION

By clicking "Agree" on this page, I authorize the use or disclosure of my health information as described below:

- 1. Person or organization authorized to use or disclose the information: Penn Highlands Healthcare.
- 2. I acknowledge that I am authorized to receive this information.
- 3. Description of information that may be used or disclosed: Protected Health Information for the purposes of viewing, downloading, or transmitting said information via the Penn Highlands Healthcare Patient Portal.
- 4. Purpose of the use or disclosure of information: Personal or Other
- 5. This authorization expires if and when I request to terminate my patient portal account.
- 6. I understand that if the person or entity that receives the information is not a healthcare provider or health plan



covered by federal privacy regulations, the information described above may be re-disclosed and no longer protected by these regulations.

- 7. I understand that I may refuse to "Agree" to this authorization and that my refusal to "Agree" will not affect my ability to obtain other treatment or payment or my eligibility for benefits (if a Penn Highlands Healthcare employee). I may inspect, print, download, or transmit any information used or disclosed under this authorization.
- 8. I understand that I may revoke this authorization in writing at any time. I understand that any information previously released cannot be revoked and that revocation of this authorization may require severing my medical record information from my patient portal account.
- 9. By completing the authorization, I affirm the accuracy of the information I have provided and I understand that my typed name will serve as my electronic signature and will be valid and enforceable.

## IMPORTANT INFORMATION FOR MINORS AND PARENTS

The Commonwealth of Pennsylvania defines the Mental Health age of maturity as 14 years old. As Penn Highlands Healthcare complies with the laws of the Commonwealth, we are required to provide safeguards to protect the privacy of patients receiving mental health treatment in Pennsylvania beginning at the age of 14.

In addition, minors who become emancipated before the age of 18 have the full and exclusive right to control their own records. Emancipated minors have the right to determine if anyone else may have access to their personal health records. A minor between the ages of 14 and 17 can become emancipated if any of the following Age of Maturity acts occur:

- Marriage or divorce.
- At the age of 16 or older, ceases to live in the parents' home and can act independently.
- High school graduation.
- Pregnancy.
- Court declaration of emancipation.

In the event that an Age of Maturity event occurs, the minor has the right to restrict parental access to his or her health records.

Since Penn Highlands Healthcare does not have a means of knowing a minor's emancipation status, we will presume that an Age of Maturity act has not occurred unless the minor advises the health system of this change. Therefore, the parent or minor is responsible for notifying Penn Highlands that emancipation or an Age of Maturity act has occurred or if there is a change in either

the minor's or parent's desire to allow a parent or guardian to access the minor's health information online. Official notification must be made using the address or telephone number below.

It is important to note: If we are notified that an Age of Maturity act converts a minor into an emancipated minor, we will honor the minor's declarations as to who may have access to his or her health information. This may mean that a parent may no longer have access to the minor's health information. If access is restricted or denied, Penn Highlands Healthcare will notify both the minor and the parents via the portal regarding the change in the access status.

Therefore, if a minor child is between the ages of 14 and 17, has received mental health treatment or experienced an Age of Maturity event and he or she no longer wishes for a parent or guardian to view their health information online or to interact with Penn Highlands Healthcare on his or her behalf on the patient portal, it is the responsibility of the minor to notify us at the address or telephone number below.

Penn Highlands Healthcare 100 Hospital Avenue DuBois, PA 15801 814-375-6654 www.phhealthcare.org

Once a minor reaches the age of 18, parental access is automatically discontinued regardless if an Age of Maturity event has occurred.

Penn Highlands Healthcare is not responsible for any liability, claim or loss resulting from your use of the portal, or from any inaccuracies or defects in the information, the communication lines, the software, or any other service or device relating to the portal. Penn Highlands Healthcare is not responsible for any incidental or consequential damages.

The services and content of the portal are provided solely for your convenience and personal use. Use of the portal for any purpose other than as outlined herein is strictly prohibited.

These terms and conditions are governed by the laws of the Commonwealth of Pennsylvania.

