



Patient Portal Consent and User Agreement

Penobscot Community Health Care (PCHC) offers a secure way for patients to 1. view certain health information kept in an electronic health record; and 2. to communicate with PCHC providers and the care team about certain health matters. This form provides documentation of your acceptance and agreement to participation conditions including any amended or superseded conditions that occur. Please maintain a copy of your Patient Portal Consent and User Agreement. Access to PCHC's eHealth portal is optional and allows patients to access their PCHC medical information directly.

An individual must be eighteen (18) years of age or older to request an account to use PCHC's eHealth Portal. PCHC does not knowingly allow anyone under the age of eighteen (18) to create accounts that allow access to the secured features of the site. If PCHC determines that someone under the age of eighteen has created an account using incorrect information regarding their age, PCHC may disable the account.

By clicking "Sign Up" below, I acknowledge that I have received, read, understand and agree to the following:

- I request that PCHC grant me access to my health information via "eHealth," a secure portal, so that I may review my health records and/or communicate with my PCHC provider and care team via secure email about **non-urgent** health matters. **Non-urgent** messages I submit to my PCHC provider and care team through PCHC's eHealth portal will normally be answered within 2 business days (48 business hours). **Non-urgent** messages I send through and receive via PCHC's eHealth portal will be included in my health record.
 - In cases where I am experiencing a medical or mental health emergency, **I will not** use PCHC's eHealth portal to communicate with my PCHC provider and care team.
 - In cases where I am experiencing a medical or mental health emergency, **I will** call 911 immediately and/or the mental health crisis hotline at 1-888-568-1112 or 711 or go to the nearest Hospital. Examples of medical and/or mental health emergencies include, but are not limited to:
 - Thoughts of self-harm or suicide or harm to others.
 - Difficulty breathing, shortness of breath.
 - Chest or upper abdominal pain or pressure.
 - Fainting, sudden dizziness, weakness.
 - Changes in vision.
 - Confusion or changes in mental status.
 - Any sudden or severe pain.
 - Uncontrolled bleeding.
 - Severe or persistent vomiting or diarrhea.
 - Coughing or vomiting blood.
 - Difficulty speaking.
 - Unusual abdominal pain.
- PCHC's eHealth portal will not be used to diagnose and/or treat a new health condition. PCHC's eHealth portal is not a substitute for appropriate and timely contact with my provider and is not intended to replace the advice and care I receive from my PCHC providers and care team in person. In addition to using PCHC's eHealth portal, PCHC providers and the care team may also ask me to contact PCHC by telephone or in person at any time.
- My PCHC provider and care team use computers, electronic systems, software, applications, processes, and workflows to manage and store my health information and these systems help my provider give me high-quality, timely, cost-effective care.
- PCHC's eHealth portal will be used for the following purposes:
 1. To allow patients to access their electronic health information, including:
 - Allergies, adverse reactions
 - Conditions or problems
 - Medication list
 - Advance directives
 - Immunizations
 - Vital signs
 - Diagnostic results (Lab and Imaging)

- Encounters or Office Visits
 - Procedures
 - Demographics
2. For communication about non-urgent health issues, including:
- Non-urgent prescription refill requests
 - Non-urgent referral questions
 - Non-urgent test result requests
 - Non-urgent health questions
 - Non-urgent appointment request
 - Receive a non-urgent communication from your PCHC provider and care team.
 - Making payment on bills/open accounts.
 - From time to time, PCHC may communicate with me for evaluation and research purposes. PCHC may periodically ask patients to complete surveys or otherwise provide it with feedback, asking about experiences with PCHC's eHealth portal or for demographic information such as age, gender, income, and education. PCHC may use survey information for research, evaluation, operational, and quality improvement purposes, including improving the eHealth portal. In addition, PCHC may contact patients for follow-up based upon any feedback and/or information provided.
- As required by law, I understand that I may receive lab, imaging, or other testing results via the eHealth portal that have not yet been reviewed by my provider or that my provider has not yet discussed with me. If I have questions or concerns about my testing results or other medical information, I agree to contact my provider for guidance.
 - Messages I send through PCHC's eHealth portal may be viewed and read by my providers, other health care providers, members of my care team, and/or administrators. Therefore, I may wish to discuss sensitive health matters with my provider in person.
 - There may be portions of my health record that I cannot access via PCHC's eHealth portal.
 - I am solely responsible for ensuring the security of my username and password to PCHC's eHealth portal. PCHC is not responsible for security infractions that result from my failure to safeguard my username and/or password or comply with generally accepted security measures. I understand that all forms of communication—including PCHC's eHealth portal—concerning my personal health information carry some level of risk. In order to appropriately manage the confidentiality of my health record, I will:
 - Not store, send, or access messages on my employer-provided computer or hand-held device. Personal information may be accessible by my employer.
 - Use a screen saver or close my messages so that others nearby cannot read them.
 - Not share my username and password with anyone.
 - Keep my username and password safe and private.
 - Change my username and/or password by using the steps outlined on PCHC's eHealth portal if I believe someone has discovered my username and/or password.
 - Never use a public computer or kiosk to access PCHC's eHealth portal.
 - Always log out of PCHC's eHealth portal when I am finished with it.
 - I authorize my PCHC provider and care team to send my health records to and/or communicate with me via the email address I provided to establish my PCHC eHealth portal account and/or to any email address I provide in the future. I will notify PCHC if my e-mail address changes to ensure the correct e-mail address is listed in my health record.
 - Either my PCHC provider and care team or I may choose to stop using the PCHC eHealth portal for any reason with or without notice to the other party.
 - I will use the portal for my own personal use and not for any third party or for commercial purposes.
 - If I engage in any inappropriate, disruptive, harassing, threatening and/or abusive behaviors as determined by PCHC in PCHC's sole discretion, PCHC may terminate my access to its eHealth portal and/or terminate my care.
 - All electronic transmissions of my health information comply with all required security standards relating to confidentiality and authorized access.
 - I may designate a trusted representative who can have full access to the information in my portal by completing an authorization form within the eHealth portal. I may revoke this trusted representative authorization at any time by completing a revocation form within the eHealth portal. I understand that I am responsible for revoking access for my trusted representative(s).
 - To the extent permitted by law, parents/guardians of minor patients may request access to the minor's portal information. Such access will only be granted if permitted by law or if the minor consents to the access. Parent and legal guardian access to a minor patient's portal is automatically restricted after age 11.
 - I have received, read, and understand PCHC's Notice of Privacy Practices.
 - PCHC does not guarantee that the PCHC eHealth portal will be accessible 24 hours a day, 7 days a week. PCHC's eHealth portal may be unavailable, without prior notice, due to routine maintenance or circumstances beyond its control and/or suspended or terminated without advance notice at any time. PCHC does not have liability or responsibility to any patient or user for their inability to access PCHC's eHealth portal.

- By clicking "I accept" below, I agree to all terms and conditions of the Patient Portal Consent and User Agreement. PCHC may amend or rescind this Patient Portal Consent and User Agreement at any time without prior notice. PCHC has the right to determine how its Patient Portal Consent and User Agreement apply in a given situation, and its determination will be final and non-reviewable.
- If I receive access to health information which is not mine or that I am not otherwise authorized to access, I will immediately stop viewing such information and will notify PCHC via a secure message on PCHC's eHealth portal and call PCHC's Privacy Officer at 207-992-9200 to report the same.
- LIMITATION OF LIABILITY. PCHC AND ITS PAST AND PRESENT EMPLOYEES, OFFICERS, AGENTS, DIRECTORS, AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, DIVISIONS, ATTORNEYS, REPRESENTATIVES, ASSIGNS, SUCCESSORS, PREDECESSORS, ADMINISTRATORS, FIDUCIARIES, INSURERS, PLANS, PROGRAMS, VENDORS, SUPPLIERS, OTHER THIRD PARTIES, AND/OR ANY OTHER PERSON OR ENTITY ACTING BY, THROUGH, UNDER, FOR, OR IN CONCERT WITH ANY OF THE PERSONS OR ENTITIES LISTED IN THIS PATIENT PORTAL CONSENT AND USER AGREEMENT (the "released parties") ARE NEITHER RESPONSIBLE FOR NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO PCHC'S EHEALTH PORTAL, EHEALTH PORTAL -RELATED SERVICES AND PRODUCTS, CONTENT OR INFORMATION CONTAINED WITHIN THE EHEALTH PORTAL, AND/OR ANY HYPERLINKED WEB SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MY SOLE REMEDY FOR DISSATISFACTION WITH PCHC'S EHEALTH PORTAL, EHEALTH PORTAL -RELATED SERVICES, AND/OR HYPERLINKED WEB SITES IS TO STOP USING PCHC'S EHEALTH PORTAL AND/OR THOSE SERVICES.
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- Copyrights. Except as otherwise indicated, all content on this site is the property of PCHC and/or its licensors and is protected by law and may not be used by me except in connection with my usage of PCHC's eHealth portal in accordance with this Patient Portal Consent and User Agreement.
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- Infected or Corrupted Materials. To the extent files are available for download through PCHC's eHealth portal, I understand that PCHC cannot and does not guarantee or warrant that such files will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties.
- No waiver. No delay or failure to require performance of any provision of this Patient Portal Consent and User Agreement shall constitute a waiver of the performance of such provision. Any waiver granted by a party must be in writing and shall apply solely to the specific instance expressly stated. A waiver of any term or condition of this Patient Portal Consent and User Agreement shall not be construed as a waiver of any other terms and conditions of this Patient Portal Consent and User Agreement, nor shall any waiver constitute a continuing waiver.
- Choice of law. By visiting or using PCHC's eHealth portal, I agree that the laws of the state of Maine, without regard to principles of conflict of laws, will govern this Patient Portal Consent and User Agreement and any dispute of any sort that might arise between me and PCHC and/or the released parties. I agree not to commence or prosecute any action in connection therewith other than in the state and federal courts of Maine, and I hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of Maine.
- I agree to sign this Patient Portal Consent and User Agreement electronically by clicking "Sign Up". My electronic signature is the same as my handwritten signature for the purposes of validity, enforceability, and admissibility of this Patient Portal Consent and User Agreement.