

Patient Portal Terms and Conditions of Use Agreement Form

(Patient to receive copy of this document upon signing)

Prairie Naturopathic Doctors offers patients the use of a web-based portal (the "Portal") as a courtesy. The Portal uses encryption to reduce the risk of unauthorized persons accessing communications, information, or attachments in the Portal. Access to the Portal is protected by a username and password.

By signing this form, you acknowledge that you:

- (a) have read and understood the Terms and Conditions of Use and agree to be legally bound by that Agreement; and
- (b) are at least eighteen (18) years old and/or have the legal authority to agree to the provisions. Your continued access and/or use of the Portal will be your agreement to the Terms and Conditions.

These Terms and Conditions of Use apply only to your use of the Portal and do not apply to any other activities by Prairie Naturopathic Doctors.

Important Information Regarding the Portal

- **DO NOT use the Portal to communicate if there is an emergency.** Call 911 or go to the nearest emergency room.
- Expected response time to a message in the Portal is up to 7 business days.
- If you have concerns regarding your healthcare needs or a medical condition, please contact our clinic directly to schedule.
- Prairie Naturopathic Doctors does NOT use the Portal to provide medical advice, internet-based medical care/treatment or other medical services.

Portal Features

- **Access to Health Information:** You may view certain designated lab and test results, treatment plans and other information that Prairie Naturopathic Doctors makes available. Prairie Naturopathic Doctors may modify or remove availability of information in the Portal from time to time. The information on the Portal is not your complete medical record. For your complete medical records, please submit a request to the front office.
- **Access for your Authorized Representatives:** You may choose to provide access to your Portal account to others. Authorized individuals who are given full access will have the same level of access to health information as the patient.
- **Educational Resources:** You may receive patient handouts with information your healthcare provider wants you to read and have access to. Understand these handouts may be updated from time to time. Handouts are not a substitute for professional medical advice, diagnosis, treatment, and/or care.
- **Communication with Care Providers:**
 - You will have the ability to communicate brief questions to your provider through the Portal. The system will utilize secure messaging through the Portal to maintain privacy. Please do not use email or voicemail to communicate confidential health information.
 - Please use the online messaging portal to relay questions to your doctor. Calling the front desk to relay a question will result in them directing you to message your doctor or to schedule a visit.
 - The doctors are happy to answer brief, clarifying questions regarding your most recent treatment plan via our secure online portal at no extra charge. However, if your case requires new instruction or a new prescription, case analysis, or in-depth correspondence, you will be asked to schedule an appointment.
 - Please be concise when typing a message.
 - Prior to your visit, you may use the portal to input updates and/or new health concerns that you'd like to cover during your visit with your provider – this will improve the efficiency of your visit.

- If you have records from other providers, you may upload them to your provider. Ideally, the provider is able to review these prior to your visit; however, please understand that may not always be the case. Be sure to let your provider know about new labs during your visit so they can review.
- **Changes:** Prairie Naturopathic Doctors may change, suspend, discontinue, impose limits on, or restrict your access to parts or all of the Portal and/or the information on the Portal at any time.
- **Download and Transmit Information:** You may download your information to your personal computer or an electronic media device or transmit your information to a third party.

Guidelines for Safe Use of the Portal

Information available in the Portal is encrypted, which is a way of protecting electronic information. While encryption reduces the risk of someone else accessing your information, there are some risks that you should understand before signing up for the Portal. Some helpful things to keep in mind include:

- Do not store, send, or access information on your employer-provided computer or hand-held device. Your employer may have the ability to access your personal information on computers or devices owned by the employer.
- Use a screensaver or close the Portal so that others nearby cannot read the information.
- Keep your username and password safe and private. Do not give your username and password to anyone you do not wish have access to your private health information.
- If you think someone has learned your password, you should promptly change it.
- Be careful when using a public computer or a computer or mobile device on a public network to access the Portal due to increased security risk. Be sure you log out of the Portal when you complete your session.
- Prairie Naturopathic Doctors will treat your medical information in accordance with its Notice of Privacy Practices. Prairie Naturopathic Doctors, its healthcare providers, and staff, are not responsible if you do not follow the Rules for Safe use of the Portal. You are responsible for any activity that occurs as a result of permitting another person or entity to use your username and password or the username and password of those you have authorized access to your information on the Portal.

Access, Use of Online Communications and Conditions of Participation

- The Portal is offered by Prairie Naturopathic Doctors as a service. Use of the Portal is restricted to current patients.
- Prairie Naturopathic Doctors does not guarantee that the Portal system will be accessible 24 hours a day, 7 days a week. The Portal system may become unavailable, without advance notice to you, due to routine maintenance or due to circumstances beyond the control of Prairie Naturopathic Doctors. Prairie Naturopathic Doctors may suspend or terminate operation of the Portal and may suspend or terminate an individual's use without advance notice. The Facility and its physicians and staff shall have no liability or responsibility to any patient or other person authorized by the patient who is unable to access the Portal system for any reason.
- The Facility will adhere to all applicable State and Federal laws regarding minors' and emancipated minors' access and use of the Portal. If you receive access to health care information which is not yours, you must stop viewing such information and immediately notify Prairie Naturopathic Doctors.

Discontinuing Use of Portal

- You may discontinue your use of the Portal at any time by contacting Prairie Naturopathic Doctors to request this change.
- Portal access may be disconnected after 12 months of inactivity. You may contact Prairie Naturopathic Doctors to request reinstatement of your access or the access of your designees.

Intellectual Property

All rights, title and interest in and to the Portal and the contents are the sole and exclusive property of Prairie Naturopathic Doctors, its licensors, and/or other third parties. The Portal is protected by the copyright laws of the United States and other intellectual property laws. Nothing in the Terms and Conditions of Use transfers any proprietary rights to you. You agree that all rights, title, and interest in and to any content provided by third parties is the property of the respective third party content owners and may be protected by applicable copyright or other intellectual property laws.

Limitations of Liability

NEITHER THE FACILITY NOR ANY OF ITS LICENSORS, AGENTS, CONTRACTORS, OR SUBCONTRACTORS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS, USE OR INABILITY TO USE THE PORTAL, OR ANY ERRORS OR OMISSIONS IN THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE AND ACKNOWLEDGE THAT YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECT IN OR DISSATISFACTION WITH THE PORTAL IS TO CEASE TO USE THE PORTAL.

You agree to defend, indemnify, and hold harmless Prairie Naturopathic Doctors and its licensors from any and all claims, losses, damages, fines, penalties, costs, expenses, and liabilities (including, without limitation, attorneys' fees) in connection with or arising out of your: (a) violation or breach of any provision of the Terms and Conditions of Use or any applicable law or regulation, whether or not referenced herein; (b) violation of any rights of any third party; and/or (c) your use or misuse of the Portal. In the event you violate the Terms and Conditions of Use, we reserve the right to seek any and all remedies available in law and in equity.

THE USE OF THE PORTAL IS SOLELY AT YOUR OWN RISK. ALL INFORMATION, INCLUDING ANY CONTENT, IS PROVIDED "AS IS", "AS AVAILABLE", AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. FACILITY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT OR ANY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE FACILITY. PRAIRIE NATUROPATHIC DOCTORS MAKES NO WARRANTY THAT THE PORTAL WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

Miscellaneous

The Portal and these Terms and Conditions of Use will be governed by and construed in accordance with the laws of the state in which Prairie Naturopathic Doctors resides without regard to any principles of conflicts of laws. Venue with respect to any dispute between you and Prairie Naturopathic Doctors will rest exclusively in the state or federal courts located in the state in which the Facility resides. You agree that any cause of action or claim that you may have must be made within one year of when the cause of action accrued. You acknowledge that the Terms and Conditions of Use is the complete statement of the agreement between you and Prairie Naturopathic Doctors with respect to the Portal and that there are no other prior or contemporaneous understandings, promises, representations, or descriptions with respect to the Portal. There is no agency, partnership, joint venture, or physician-patient relationship between you and Prairie Naturopathic Doctors arising solely through the use of the Portal. If any provision of the Terms and Conditions of Use is invalid or unenforceable under applicable law, then it is, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. A waiver of a breach of any provisions to the Terms and Conditions of Use will not constitute a waiver of any other breach. You are not allowed to assign the Terms and Conditions of Use or any rights hereunder. Prairie Naturopathic Doctors will not be liable to you for any loss resulting from the failure of equipment, communications lines, unauthorized access, viruses, extraordinary weather, other acts of God, or any circumstance outside of Facility's control.

Patient Consent and Agreement:

- I consent to participation in Prairie Naturopathic Doctors Patient Portal (Portal) and understand that my personal health and individually identifying information is made available to me in the Portal.
- I understand that the use of the Portal is for non-emergency purposes only.
- I understand if I have a new complaint or concern to discuss with my healthcare provider, I will make an appointment.
- I understand that I have the ability to provide Portal access to my Authorized Representatives (Representatives), and that those Representatives may have the ability to perform all of the functions I am able to perform, including viewing, downloading, and transmitting my health and individually identifying information.
- I understand there are risks associated with web-based applications and that I am responsible for safeguarding my access information.

- I understand that my e-mail address is required to initiate Portal access and will be used for communications related to the Portal. I agree to communicate my e-mail address changes.
- I have read and understand the Terms and Conditions of Use, and I have been provided with an opportunity to ask questions.
- I understand that my access to the Portal requires my acceptance of the Terms and Conditions of Use. If I refuse to sign at this time, I understand that I may change that decision in the future and can contact the Facility to obtain access to the Portal.
- I understand that failure to follow the Terms and Conditions of Use may result in termination of access to the Portal.

Patient Name (Printed): _____ DOB: _____

Patient (Signature): _____ Date: _____

OR

Guardian Name (Printed): _____

Guardian Name (Signature): _____ Date: _____