



**MAURY REGIONAL  
HEALTH**

## Patient Portal Terms of Use

Effective Date: November 1, 2018

These Terms and Conditions constitute a binding agreement between the user ("you") and Maury Regional Hospital d/b/a Maury Regional Medical Center, its subsidiaries, affiliates, associates, officers and directors, and physicians (together "Maury Regional Health"). By agreeing to these Terms and Conditions, you acknowledge that you are at least 14 years of age and that you are requesting access to portions of your personal health information and the ability to communicate with your Maury Regional Health care team via the Internet using an electronic application called Maury Regional Health Patient Portal (Portal). You acknowledge that the Portal is offered as a courtesy to Maury Regional Health patients and agree that Maury Regional Health may limit or discontinue your use of the Portal at any time for any reason. You understand that any personal information you input will not be automatically transferred into your permanent health record, also called an Electronic Medical Record (EMR). You agree to inform your physician or primary health care provider of any important update or changes to your personal health information, such as allergies, etc.

### Overview

The Portal provides a view into your EMR and gives you a secure way to communicate with your care team. However, the information available for you to view through the Portal is not a comprehensive view of all the data in your EMR. The Portal is governed by these Terms of Use (Terms). If you do not agree to these Terms, you may not establish a Portal connection. By using or accessing the Portal you agree to be bound by these Terms.

### Minimum User Requirements and Security

This Web site uses encryption software. In order to use the Portal, you must have the latest version of a major browser, for example Google Chrome, Internet Explorer, Mozilla FireFox, or Safari.

While Maury Regional Health uses state-of-the-art security, no system can guard against all risks of intentional intrusion or inadvertent disclosure of information. When using the Portal, information will be transmitted over a medium that is beyond the control of Maury Regional Health and its contractors. **YOU HEREBY EXPRESSLY ASSUME THE RISK OF ANY UNAUTHORIZED DISCLOSURE OR INTENTIONAL INTRUSION, OR OF ANY DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE USE OF THIS SERVICE.** Once information is received by us, your medical information will be treated as confidential and given the same protection that all other Maury Regional Health records are given.

### Creating and Accessing the Portal

You may request a Portal account for yourself, for your minor children and any other person who has given you written legal authority (naming you a "Proxy"). You may not request or access a Portal account for anyone else. By accepting these Terms and Conditions, you certify that you are authorized to open or access the account you are requesting and that all information you have provided to Maury Regional Health is true and correct to the best of your knowledge. You further understand that in the event you request a Portal account or information as a Proxy, you will be required to provide documentation of your authority (for example, a durable healthcare power of attorney) before you can receive an access code to complete registration or access that person's health information.

You must be at least 14 years old to establish a connection to the Portal. A parent or other legal guardian may establish a connection to the Portal for any minor child age 13 and under. At age 14, the parent or legal guardian's access to the portal account will be removed in accordance with Tennessee law. The Portal account holder will receive a notification message alerting him/her that this will occur 30 days prior to the deactivation.

For minor children ages 14-17, a parent or other legal guardian may establish or re-establish a connection to the Portal for access to the minor child's EMR **only** if the child and the parent/legal guardian are both in agreement. A parent, legal guardian or durable power of attorney may establish a Portal account for a patient of any age with a disability or condition that requires him/her to have a designated legal health care decision-maker.

For more information contact our Health Information Department at 931.380.4089.

## **Proxy Use of the Portal**

You may authorize a proxy(ies) to view and interact with the Portal based on the specific privileges you've assigned. You may authorize any person who qualifies for a Portal connection, including a minor, to be your proxy. If you have agreed to allow a minor to be a proxy, you agree that you shall be solely responsible for: (a) acceptance of these Terms on the minor's behalf, (b) the minor's compliance with these Terms, (c) the on-line conduct of such minor; (d) monitoring such minor's access to and use of the Portal; and (e) the consequences of such minor's use. **Access or privileges you give to someone can be modified or removed by you at any time, for any reason.**

## **Maintaining Another Person's Connection**

If you are legally authorized to view another person's health information, you may be given access to the Portal for that person, subject to these Terms. Various federal and state regulations may prohibit sharing certain categories of sensitive information with anyone other than the patient. Many such regulations prohibit sharing sensitive information about minors with their parents or legal guardians. As such, we may restrict your access to the other person's sensitive information and not make it available to you through the Portal.

## **Usage Guidelines**

If you believe you have an urgent medical matter, you should call 911 immediately or proceed to the nearest emergency room. If the matter is not urgent but requires a timely response, please contact your health care provider's office by telephone.

The Portal is designed as a secure Internet-based environment through which you may receive confidential medical information about yourself. You will create your own Portal username, password and password hint. Please **DO NOT SHARE** your password with anyone. The individual username and password you choose when you first login to the Portal are the keys to protecting the confidentiality of your information. You are responsible for remembering your Portal username and password and for keeping them confidential. Please activate your account as soon as possible so that you may begin using the services immediately. If you lose or forget your username or password, please use the "Forgot Password" link provided on the Login Screen to recover your password.

## **Portal Messaging**

Once you have activated your Portal account, you understand that your Maury Regional Health care team may send you messages and other communications via the Portal. It is your responsibility to monitor these messages. You will receive important messages regarding your personal medical information via the "Inbox Folder" located under the "Messaging" tab. You **MUST** provide us with your email address when activating your portal account and keep your email address current via the "Notifications" setting in the Portal to ensure that you receive notification of newly released information in a timely manner.

By using the Portal, you acknowledge and agree that this messaging service is intended to facilitate dialogue regarding personal health matters. You agree not to use the Portal to send or post any illicit or offensive material. You understand that messages will be routed to the appropriate department and/or physician practice as necessary for handling and therefore Maury Regional Health staff, other than your health care provider (physician, nurse practitioner and/or physician's assistant), may be involved in addressing your request. **Use of the Portal may not be appropriate if there is sensitive information that you want to discuss directly with your health care provider.**

## **Video Visits and e-Visits**

Participating health care providers with whom you have connections may offer medical consultation through video visits or electronic visits (e-Visits). If you initiate a video visit or e-Visit with a participating provider, you represent that you meet all applicable criteria for the video visit or e-Visit that are defined when you start the process. Information you provide to your health care provider during a video visit or e-Visit must be true, accurate, and complete. This tool is not responsible for any false or misleading information you provide, or any other misrepresentations you make, during your video visit or e-Visit.

## **Privacy**

By accessing or using the Portal, you agree to be bound by all the Terms and Conditions of this agreement including but not limited to the [Notice of Privacy Practices](#), which is incorporated into and made part of these Terms.

## Disclosure of Information

We may, in our sole and reasonable discretion, disclose any information necessary to satisfy applicable law, regulation, legal process or governmental request.

For more information regarding your health information and how it may be used or disclosed by Maury Regional Health see our [Notice of Privacy Practices](#).

## Third Party Programs, Activities and Services

We do not endorse any programs, activities, or services offered by third parties. We make no warranty of any kind as to the accuracy, completeness or appropriateness of any such programs, activities and services.

## External Links

This Web site and the Portal contain links to Web sites operated by other parties which might have information on health topics of interest to you. These links are provided for your general information and education only, and should NOT be relied upon for personal diagnosis or treatment. Maury Regional Health does not sponsor or endorse any of these sites, nor does Maury Regional Health make any guarantee, warranty or representation regarding the accuracy of the information contained on the Web sites. Maury Regional Health has no control over the security or privacy practices of these external Web sites. Use of other sites is strictly at your own risk including, but not limited to, any risks associated with destructive computer/electronic device viruses. You are responsible for viewing and abiding by the terms and conditions of use and the privacy statements of the other Web sites. We assume no responsibility or liability for these independent methods or actions and are not responsible for the independent policies or procedures of destination sites. Similarly, we cannot take responsibility for the privacy initiatives or the content of such Web sites. These destination links are provided only for your convenience, and as such, you access them at your own risk.

## No Warranties

You are responsible for any acts or omissions relating to your use of Maury Regional Health Patient Portal and for any damages incurred as a result thereof.

1. The Portal provides access to an online medical library and articles on a variety of health related topics. Information contained in or linked from the Portal is based on current medical literature and on physician review. Although we may update the content on this service from time to time, please note that medical information changes rapidly. The information on this site is provided AS-IS. Maury Regional Health makes no representations or endorsements about the suitability for any purpose of products, information or services available through the Portal. Maury Regional Health does not guarantee the timeliness, validity, completeness or accuracy of information made available to you for any particular purpose. Maury Regional Health and its suppliers disclaim all warranties, conditions, either expressed or implied, including but not limited to implied warranties of merchantability, fitness for a particular use, title, and non-infringement, with regard to the products, information and services contained or made available through the Portal, including but not limited to the availability of this service, lack of viruses, worms, Trojan horses, or other code that manifest contaminating or destructive properties, or any failure to provide the service. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ON BEHALF OF US AND OUR SUPPLIERS, ALL RESPONSIBILITY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE DAMAGES, AND LOST PROFITS, REVENUES OR DATA.
2. Use of the Portal and information contained within or linked to via third party websites is intended for educational and entertainment purposes only and should not be interpreted as a recommendation for a specific treatment plan, product, or course of action. The Portal should not be relied upon to replace the advice of a physician. You expressly acknowledge and agree that Maury Regional Health, its subsidiaries, affiliates, associates, suppliers, licensees and sublicensees are not responsible for the results of your decisions resulting from the use of the Portal, including, but not limited to, you choosing to seek or not to seek professional medical care, or you choosing or not choosing specific treatment based on the content.

## Limitation of Liability

1. Some of the material on the Portal is provided by third parties and Maury Regional Health shall not be held responsible for any such third party material. Maury Regional Health disclaims any responsibility for or liability related to such third party material. Any questions, complaints or claims related to any product should be directed to the appropriate third party.

2. Maury Regional Health shall not be liable for any loss, injury, illness, damages, or claims of any kind resulting from your failure to timely read messages you may receive through the Portal.
3. IF YOU ARE DISSATISFIED WITH THE PORTAL, OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PORTAL.

### **Indemnification**

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US AND OUR SUPPLIERS HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, AND EXPENSES ARISING OUT OF OR RELATED TO YOUR USE OF THE PORTAL.

### **Termination**

The Portal services may terminate at any time. Your account access may be terminated, suspended or deleted, at any time and for any reason, without providing notice to you.

### **No Unlawful or Prohibited Use**

You may not use the Portal for any purpose that is unlawful, immoral or is otherwise prohibited by these Terms. You may not use the Portal in any manner which could damage, disable, overburden, or impair the Portal or interfere with any other party's use and enjoyment of the Portal. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided to you through the Portal.

### **Notices**

We may deliver notice to you by means of electronic mail, a general notice on our website, or by written communication delivered by first class U.S. mail to your address in our records. You may give notice to us at any time by letter delivered by first class postage prepaid U.S. mail or overnight courier to the following address:

Maury Regional Health  
Health Information Management  
1224 Trotwood Avenue  
Columbia, TN 38401

### **General**

The Portal is a communication service offered as a convenience to Maury Regional Health patients. Maury Regional Health reserves the right to change the terms, conditions and notices under which the Portal is offered. By accessing or using the Portal, you further agree that any and all such modifications are effective and binding upon you immediately upon posting of the modified version. These Terms are governed by the laws of our place of business.

Any cause of action or claim you may have with respect to the Portal must be commenced within one (1) year after the claim or cause of action arises. Our failure to enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. We may assign our rights and duties to any party at any time without notice to you, and may provide services to you through our business partners and suppliers.

Our performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of our obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of the Portal or information provided to or gathered by us with respect to such use. If any part of these Terms is determined to be invalid or unenforceable then the invalid or unenforceable provision shall be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect. Unless specified otherwise as you use the Portal, these Terms constitute our entire agreement with respect to the Portal and these Terms supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between us with respect to the Portal.

### **Notification of changes to this Terms of Use**

These Terms may be revised from time to time as we add new features and services, as laws change, and as industry privacy and security practices evolve. However, we will take reasonable steps to notify you of material changes we make to these Terms. We display an effective date on the Terms above so that it will be easier for you to know when there has been a change. You are responsible for regularly reviewing these Terms. Your continued use of the Portal constitutes your acceptance of the revised Terms. Small changes or changes that do not significantly affect individual privacy interests may be made at any time and without prior notice.

## **Copyright and Trademark Notices**

All contents of the Portal website is: Copyright 2013, Cerner Corporation, 2800 Rockcreek Parkway, North Kansas City, Missouri 64117, U.S.A. All rights reserved. Material found on the Portal website contains the valuable properties of Cerner Corporation embodying substantial creative efforts, no part of which may be reproduced or transmitted in any form or by any means, or retained in any storage or retrieval system, without the express written permission of Cerner. Any rights not expressly granted herein are reserved.

All Maury Regional content included in the Portal and on all Maury Regional Health Web sites, including, but not limited to, text, photographs, graphics, button icons, images, artwork, names, logos, trademarks, service marks and data ("Content"), in any form are protected by United States and international copyright law and conventions. The Content includes information both owned or controlled by Maury Regional Health, its subsidiaries or affiliates as well as Content owned or controlled by third parties and licensed to Maury Regional Health. Reproduction of any Content, in whole or in part, by any means, is prohibited without the express written consent of Maury Regional Health. Any rights not expressly granted herein are reserved.

## **Site Access and Licenses**

1. Maury Regional Health grants a limited license to each user for 'personal use only' of the Portal and the associated services in accordance with these Terms and Conditions of use. This license expressly excludes, without limitation, any reproduction, duplication, sale, resale or other commercial use of the Portal and the associated services, making any derivative of the Portal or the associated services, the collection and use of user email addresses or other user information, including, without limitation, health information or any data extraction or data mining whatsoever.
2. Failure to comply with any of the Terms and Conditions contained herein may result in revocation of a user's license and cancellation of a user's Portal account including the right to access information through the Portal on behalf of any proxies. Maury Regional Health reserves the right to report violations of law to appropriate law enforcement agencies and to pursue all other rights and remedies available to it under civil or criminal law.

## **Account Assistance or Deactivation**

If you need technical assistance or would like to deactivate your Portal account, please contact Maury Regional Health Information Management - Monday through Friday between the hours of 8 a.m. and 4:30 p.m. at: 931.380.4089.