

# Patient Portal Access Agreement

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## **Purpose**

SYHealth provides a voluntary Patient Portal to permit easy and secure electronic transfer of documents between patient and SYHealth as well as ongoing patient access to certain documents (may include confidential documents) created or maintained by SYHealth; the patient may print, download, or transmit such information; request prescription refill's; and exchange messages with your health care providers. SYHealth has sole discretion to decide which types of documents can be uploaded or viewed on the Patient Portal. The access agreement sets forth the Patient Portal's guidelines, terms and conditions of use.

## **Acceptance of Terms of Use**

SYHealth's patient portal is offered to you conditioned upon your acceptance of the terms, conditions, and notices contained herein. By using the portal you agree to these terms and conditions. SYHealth retains the right, at its discretion, to modify, suspend, or terminate the patient portal at any time and that the patient has no right to continuing use of the portal.

**NOTE:** In order to protect you privacy SYHealth requires "**ALL**" users to re-enroll to our Patient Portal. Please visit one of our many clinic locations.

## **Description of Service**

SYHealth's Patient Portal provides authorized patients with access to information displayed on the portal for deliveries of documents and communications for their account only. The information, documents, and communications on the portal are provided as a convenient resource to patients and may be used for informational purposes only.

- Two way communication between you and your Physician and other health care providers. Messages sent via the portal may become part of the patient's medical record, and individuals with a legitimate need to know may see the messages, in addition to the intended recipient.
- Portal access to a minor's medial record is available for newborns and children through the age of 12. Portal access for patients who are **12** years of age until **18** years of age must be completed in person at a SYHealth Clinic.

## **Service Availability**

SYHealth will use its best efforts to provide 24 hour daily availability of the Patient Portal. However, SYHealth makes no representation or warranty that 24 hour service will be available. Patients agree and acknowledge that the Patient Portal will, at times, be unavailable due to regularly scheduled maintenance, service upgrades, or other mechanical or electronic failures. SYHealth will not be responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Patient Portal.

### **User Password and Security**

using the portal and its related services requires the use of a user name and password. The confidentiality of the user name, password and account itself are the responsibility of the user. Any activities that occur under users' accounts are their responsibility. You agree to notify SYHealth immediately of any unauthorized use of accounts or any other breach of security. The use of another person's username and password is expressly prohibited.

You acknowledge that the use of username and password is an adequate form of security. You are solely responsible for (1) authorizing, monitoring, controlling access to and maintaining strict confidentiality of your user name and password, (2) not allowing another person to use your username or password, (3) any changes or damage that may be incurred as a result of your neglect to maintain the strict confidentiality of your username and password, and (4) promptly informing SYHealth in writing and/or in person of any need to deactivate a username due to security concerns or otherwise.

SYHealth is not liable for any harm related to the misuse or theft of usernames or passwords, disclosure of usernames or passwords, or your authorization to allow another person or entity to access and use SYHealth's Patient Portal using your username or password. You shall immediately notify SYHealth of any unauthorized use of your username or password and any breach of confidentiality. Until SYHealth receives this notification from you, you will be held liable for any harm ensuing from the use of your username on the Firm's Patient's Portal.

SYHealth will use its best efforts to make the Patient Portal is secure from unauthorized access. The Patient Portal server operating system and applications software will be updated and virus-scanned regularly. However, you recognize that no completely secure system for electronic data transfer has yet been devised. SYHEALTH MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE EFFICACY OF THE SECURITY OF THE PATIENT PORTAL AND SHALL NEVER BE LIABLE FOR ANY CLAIMED ACTUAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY BREACH OR ALLEGED BREACH OF SECURITY OF THE PATIENT PORTAL.

### **Termination of Log-on Account**

You agree to notify SYHealth immediately when your account is to be terminated. SYHealth will make every effort to terminate access immediately. However, you cannot be assured that access has been terminated until you receive confirmation of the termination from SYHealth.

### **Legal Terms and Conditions.**

#### **Disclaimers:**

- (1) SYHealth disclaims any responsibility for, or liability related to, third-party material made available through the portal, such as links to publications, articles, or third-party websites (e.g., American Heart Association); (2) that the user assumes all risk relating to the user's viewing of health information on the user's computer or device and the transmission of health information via a third-party network, such as the user's internet

service provider; and (3) all warranties, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and infringement.

- California law provides minors the right to consent to medical treatment without the consent of a parent or legal guardian. Please follow the links provided to learn more about **California Minor Consent and Confidentiality Laws**. <http://teenhealthlaw.org/wp-content/uploads/2018/11/CaMinorConsentConfChartFull11-20-18.pdf> and [www.teenhealthlaw.org](http://www.teenhealthlaw.org).

SYHealth does not control, and is not responsible for, the content or performance of any links to websites operated by third parties. The portal is provided “as is” and that no guarantee is made regarding ability to access the portal at any particular time, location, or internet speed.