



## **PATIENT PORTAL AGREEMENT**

### **PATIENT PORTAL TERMS AND CONDITIONS**

The office of Dr. Mark Swetz is pleased to provide you with the ability to access different parts of your medical record by using our Patient Portal Program (the "Patient Portal"). By requesting to set up such access and an account with Patient Portal, you agree to the following terms and conditions. Please note that your failure to follow these terms and conditions can result in the termination of your account with Patient Portal.

#### **ELIGIBILITY**

In order to participate in Patient Portal, you must be 18 years of age or older. You must also be an active patient of Dr. Mark Swetz.

#### **USE OF PATIENT PORTAL**

By your request to participate in Patient Portal, you understand and agree to the following:

(a) Patient Portal is intended as a secure online means for you to access your confidential medical record information. Please note that if you share your Patient Portal user name and password with another person, this will allow that person to see your confidential medical record information. Dr. Swetz has no responsibility concerning any breach of your confidential medical record information due to your sharing or losing your user name and password.

(b) You must select a confidential password and maintain that password in a confidential and secure manner. If you believe that the confidentiality of your password has been compromised, you should change to a new password by following the procedures described in Patient Portal.

(c) Patient Portal is not meant to be used in any manner in the case of an emergency. If you should experience an emergency, you should immediately seek appropriate emergency care.

(d) You will use Patient Portal only as permitted and not attempt to harm or circumvent any of its security features or use Patient Portal for any purpose other than as described in this Agreement.

(e) Patient Portal is being provided to you as a convenience. Dr. Swetz has the right to terminate your Patient Portal access at any time for any reason. This can include cases

where Dr. Swetz determines that it is not in your best interest to continue to have Patient Portal access.

(f) Participation in Patient Portal is entirely voluntary and you are not required to use Patient Portal to receive care from Dr. Swetz. Dr. Swetz will not condition his treatment of you on any requirement to participate in Patient Portal.

(g) Patient Portal provides access to different parts of your medical record, but not the complete medical record.

### **PROVISION OF SERVICES**

(a) Patient Portal is presently provided free of charge, but Dr. Swetz reserves the right to charge for Patient Portal services in the future. Should such a charge ever be introduced, anyone with a Patient Portal account would have the option to discontinue the service.

(b) Dr. Swetz will use all efforts to keep Patient Portal free from error, but Dr. Swetz cannot guarantee the completeness, accuracy, or adequacy of Patient Portal information. Dr. Swetz cannot guarantee Patient Portal itself will be fault-free, but Dr. Swetz will attempt to correct reported faults in a reasonable time frame.

(c) Dr. Swetz reserves the right to change Patient Portal from time to time. Dr. Swetz may also suspend or terminate Patient Portal at any time.

### **PRIVACY POLICY**

(a) Dr. Swetz is fully committed to complying with all federal and state laws and regulations concerning the confidentiality of medical record information. Our HIPAA Notice of Privacy Practices can be found at:

[www.MarkSwetzMD.com](http://www.MarkSwetzMD.com)

(b) Dr. Swetz may use Patient Portal data without further authorization from you as part of Dr. Swetz 's educational activities and programs, and for research purposes so long as the information is de-identified and used in accordance with applicable state and federal regulations.

### **SECURITY**

Patient Portal is protected using industry standard security measures. While the security measures will reasonably protect your information and use of Patient Portal, if you have any concerns regarding the security of your information or the use of the Internet to access your medical record information through Patient Portal, you should consider not creating a Patient Portal account.

**DISCLAIMER**

DR. SWETZ WILL ATTEMPT TO PROVIDE PATIENT PORTAL WITHOUT INTERRUPTION, BUT ACCESS IS PROVIDED ON AN "AS IS AVAILABLE" BASIS. DR. SWETZ DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS PATIENT PORTAL AT ANY TIME OF YOUR CHOOSING. DR. SWETZ CANNOT GUARANTEE THAT PATIENT PORTAL WILL BE ERROR-FREE. SHOULD YOU HAVE CAUSE TO BELIEVE THAT YOUR INFORMATION ON PATIENT PORTAL IS NOT ACCURATE OR THAT THERE IS AN ERROR WITH PATIENT PORTAL, PLEASE CONTACT YOUR PHYSICIAN'S OFFICE IMMEDIATELY. DR. SWETZ RESERVES THE RIGHT TO TERMINATE YOUR ACCESS TO PATIENT PORTAL AT ANY TIME WITHOUT CAUSE OR NOTICE.

YOU AGREE THAT DR. SWETZ TAKES NO RESPONSIBILITY FOR AND DISCLAIMS ANY AND ALL LIABILITY ARISING FROM ANY INACCURACIES OR DEFECTS IN THE INFORMATION, SOFTWARE, COMMUNICATION LINES, INTERNET OR YOUR INTERNET SERVICE PROVIDER ("ISP"), COMPUTER HARDWARE OR SOFTWARE, OR ANY OTHER SERVICE OR DEVICE THAT YOU USE TO ACCESS PATIENT PORTAL. ADDITIONALLY, YOU ARE RESPONSIBLE FOR PRINTING COPIES OF YOUR INFORMATION IF YOU WANT TO HAVE THE INFORMATION AVAILABLE IN THE EVENT THAT PATIENT PORTAL IS UNAVAILABLE.

Dr. Swetz may modify these terms and conditions, other terms and materials referenced in this document, Patient Portal, or the content of the Patient Portal website at any time. For this reason, you should review these terms and conditions on the website periodically.

The services and the content of Patient Portal are provided solely for your personal use. Republication, distribution, or use of Patient Portal that is inconsistent with the terms and conditions described herein is strictly prohibited.

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***By signing this form signifies that you have read and understand the agreement. This document MUST be signed in our office and witnessed by either Dr. Swetz or one of his office staff members.***

**PATIENT NAME: (Please print)** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**WITNESS NAME: (Please print)** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_