



Kittery Optometric Associates
99 US Route 1 Bypass
Kittery, Maine 03904

Patient Portal Use Agreement

This Patient Portal Use Agreement (“Agreement”) provides an explanation of your rights and responsibilities in using the Kittery Optometric Associates patient portal (“Portal”), along with the rights and responsibilities of Kittery Optometric Associates in operating the Portal.

- I. What is the Portal? The Portal is a Web-based program that allows you to access your health information. The Portal provides the ability to access your own protected health information (i.e. your medical and billing records), including information obtained or created after the date on which this Agreement was signed, as maintained by our office. You may access the Portal online through the Internet, which will allow you to take a more active role in your health care.

- II. What services does our Portal provide? Our Portal is a secure web portal that allows you to:
 - a. Access your electronic medical record online
 - b. Review and print your medication list
 - c. Schedule and view upcoming appointments
 - d. Update personal information
 - e. View account history and statements
 - f. Review educational materials for your specific health needs or general educational materials provided to all patients
 - g. Receive appointment and medication reminder notices

- III. Is our Portal private? Yes. This Portal uses industry standard security measures to reduce the possibility that an unauthorized person may/could intercept the communications between the Portal and the receiving personal computer. This technology is similar to the technology banks use for their online banking services. Secure messages and information can only be read by someone who knows the right password or passphrase to log in to the Portal site. No system is perfect and we will do our best to maintain electronic security. However, keeping information secure depends on four additional factors that require your cooperation and assistance:
 - a. The secure message must reach the correct personal email address;
 - b. You must ensure that this personal email address is maintained and it is accessed on a regular basis;
 - c. The Portal User ID and password are considered personal identifiers and are used to control access to our Portal; therefore, you agree not to share or otherwise disclose them for any reason to



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anyone, including family members; and you must notify us immediately if your User ID and password are stolen or otherwise jeopardized.

- IV. Acknowledgement of Rights, Responsibilities and Rules. By using the Portal, you agree to and understand the following rights, responsibilities and rules that apply to use of our Portal:
- a. Using our Portal is entirely voluntary and will not impact the quality of care you receive from Kittery Optometric Associates should you decide not to use our Portal. This office will not condition treatment or payment for health care on whether or not you use the Portal or sign this agreement.
 - b. Your Portal communications are evaluated and responded to by appropriate authorized personnel. This office's ability to respond immediately is not guaranteed.
 - c. You agree you will not use the Portal for emergencies or urgent matters. If you have symptoms or a health-related concern that requires urgent attention, you should seek immediate care at the nearest emergency room or immediately contact emergency medical personnel by phone at 9-1-1.
 - d. The communications that occur through our Portal between you and your provider and his/her staff may become a part of your medical record. You agree to only send truthful and accurate information about you to Kittery Optometric Associates through your Portal account.
 - e. Diagnosis will not be done solely through our Portal. A diagnosis can only be made and treatment rendered after you schedule an appointment and see a provider.
 - f. It is your responsibility to maintain the User ID and password in a secure location that is inaccessible to anyone. It is also your responsibility to keep track of who has access to your email account so that only you, or someone you authorize, can see the messages received from us.
 - g. For security purposes, you agree to log off of your account when you are not using it.
 - h. If there is information that you do not want sent via online communication, you must inform Kittery Optometric Associates in writing.
 - i. You should report to Kittery Optometric Associates any information that appears inaccurate about your health care and/or billing, and any other indications that your information may have been compromised.
 - j. You should also inform Kittery Optometric Associates of any changes to your e-mail address.
- V. Kittery Optometric Associates Rights and Responsibilities.
- a. This office will not include health care or billing details in emails sent to your personal email address. Personal information will only be included in communications sent through our Portal.



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- b. This office may, but is not required to, audit all content, access, and information stored in or passing through our Portal.
 - c. This office is not liable for any claims and/or damages arising from the following:
 - c.i. Inaccurate or incomplete information provided by you through the Portal.
 - c.ii. Interruption in the ability to access our Portal due to technical difficulties, technical maintenance, or system failure.
 - c.iii. Access of protected health information through our Portal due to your negligent sharing or loss of your User ID and password or leaving our Portal accessible when unattended. Any protected health information accessed in this manner may be available to others and is no longer protected by this office's privacy practices.
 - c.iv. Any and all claims due to access by anyone else to any and all protected health information printed and/or downloaded by you from our Portal.
 - c.v. Unauthorized access and/or use of the Portal by you that includes, but is not limited to, a violation of the HIPAA Privacy or Security, HITECH, State, and/or local laws.
 - c.vi. Your intentional breaking/exploiting of this Agreement and/or Portal security measures, such as through malware or other tools or techniques.
 - d. This office has the right to deactivate your access to the Portal at any time, suspend or terminate our Portal offering or modify the services offered through our Portal for any reason, including, but not limited to, suspicion of unauthorized or inappropriate use of our Portal. You will continue to have access to your medical records through direct contact with the office, as required by HIPAA.
 - e. This office reserves the right to modify the terms and conditions of this agreement and overall layout of our Portal as necessary at any time.
- VI. Revoking this Agreement. This Agreement remains in effect until you, your legal guardian, or your Personal Representative, cancel it in writing to Kittery Optometric Associates. Your cancellation request will not apply to any use, access, disclosure, and/or communication already made under this Agreement.