

West Wichita Family Physicians, P.A. (WWFP) offers a secure patient portal as a service to patients who wish to view specific parts of their health information and communicate with our staff and physicians. This service is provided through a secure third party vendor e-ClinicalWorks, LLC, referred to as eclinicalWeb or the Website in this consent form. Patient portal can be a valuable communications tool, but has certain risks. In order to manage these risks we have imposed conditions of participation. This consent form is intended to show that you have been informed of these risks and the conditions of participation, and that you accept the risks and agree to the conditions of participation.

HOW THE SECURE PATIENT PORTAL WORKS

A secure patient portal is a kind of webpage that uses encryption to keep unauthorized persons from reading communications, information, or attachments. Secure patient portals that include messages and information can only be read by someone who knows the right password or pass-phrase to log in to the patient portal site. Because the connection channel between your computer and the Web site uses secure sockets layer technology, you can read or view information on your computer, but it is still encrypted in transmission between the Website and your computer.

PROTECTING YOUR PRIVATE HEALTH INFORMATION AND RISKS

This method of communication and viewing prevents unauthorized parties from being able to access or read messages while they are in transmission. No transmission system is perfect and we will do our best to maintain electronic security. However, keeping communications secure depends on two additional factors: the secure message must reach the correct email address, and only the correct individual (or someone authorized by that individual) must be able to access it.

Only you can make sure these two factors are present. We need you to make sure we have your correct email address and we are informed if it ever changes. You also need to keep track of who has access to your email account so that only you, or someone you authorize, can see the messages you receive from the Website. If you pick up secure messages from the Website, you need to keep unauthorized individuals from learning your password. If you think someone has learned your password, you should promptly go to the Website and change it.

TERMS OF USE

The patient portal provides a secure private communication channel with your provider, online access to healthcare related information, and related products and services.

USE OF SITE

The use of this Website and the services offered to you is subject to the Terms of Use and this consent form. The patient portal services are only available to users who have been provided access by their providers. The Website reserves the right to update or change the Terms of use at any time for any reason by posting the modified Terms of Use.

USE OF SERVICES

- Please note that online communications should never be used for emergency communications or urgent requests. These should occur via telephone or using existing emergency communications tools.

- Online communications will be used only for limited purposes. Online communications cannot be used for emergencies or time-sensitive matters. It should be used with caution. If there is information that you don't want transmitted via online communications, you must inform your provider.

- eClinicalWeb or West Wichita Family Physicians, P.A. cannot be held responsible for any delays in online communication, transmittal or accuracy of information.
- Follow-up is solely your responsibility. You are responsible for scheduling any necessary appointments and for determining if an unanswered online communication was not received.
- You are responsible for taking steps to protect yourself from unauthorized use of online communications, such as keeping your password confidential. eClinicalWeb or West Wichita Family Physicians, P.A. is not responsible for breaches of confidentiality caused by you or an independent third party.
- WWFP will make every attempt to respond to your communications within 3 business days. However, there may be times when this is not feasible, and you understand and agree to accept variations in response times and use other forms of communications with our office if patient portal responses are not satisfactory to you. Please note that patient portal communications should never be used for emergency communications or urgent requests. These should occur via telephone or using existing emergency communication tools.
- The patient portal is checked during business hours Monday-Friday and is not checked on weekends.
- Current patients who are at least 18 years of age are eligible to access the patient portal. We will provide a username and password to each patient who requests access.
- Responses to the patient portal may be answered by a covering physician/nurse team within our clinic other than your assigned physician/nurse team.

DISCLAIMER:

- The services on the portal are provided on an "As-Is" and "As available" basis and eClinicalWeb does not warranty any defects or inaccuracies will be corrected.
- eClinicalWeb does not make any express or implied warranties about the patient portal, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement.
- eClinicalWeb disclaims all warranties that the patient portal will meet your needs, or that they will be uninterrupted, timely, secure or error-free. eClinicalWeb also makes no warranty that the services and products will be accurate, reliable or complete.
- You acknowledge that you understand and assume full responsibility for the risks associated with the use of the patient portal service and your use of the patient portal services is at your sole risk.

LIMITATION OF LIABILITY:

- eClinicalWeb will not be liable to you or anyone else for any consequential, incidental, special or indirect damages (including but not limited to lost profits or damages that result from use or loss of use of the patient portal and third party content, inconvenience or delay). This is true even if eClinicalWeb has been advised of the possibility of such damages or losses.
- eClinicalWeb will not be liable to you or anyone else for any loss resulting from a cause over which such eClinicalWeb does not have direct control. This includes failure of electronic or mechanical equipment or communications lines (including telephone, cable and internet), unauthorized access, viruses, theft, operator errors, severe or extraordinary weather (including flood, earthquake, or other acts of God), fire,

war, insurrection, terrorist act, riot, labor dispute and other labor problems, accident, emergency or action of government.

INDEMNIFICATION

As a condition of your use of the patient portal, you agree to indemnify and hold eClinicalWeb and its third party providers harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from your use of the patient portal, or from your violation of these Terms.

TERMINATION

eClinicalWeb or WWFP may terminate your access to the patient portal for any reason, without prior notice.

PRIVACY POLICY

We recognize that privacy of your personal information is important. This privacy policy tells you what information we receive and collect when you use or visit the patient portal, and how we safeguard your information. We will work to protect the security and privacy of any personal and medical information provided through this site.

Should you for whatever reason gain access to another person's health records, you agree to not read such information and you agree to report the problem immediately to WWFP's privacy officer (316) 491-6340.

INFORMATION WE COLLECT

Personal and Medical information we gather includes:

- Patient demographics i.e. last name, first name, address, date of birth, phone number etc.
- Email address
- Health Questionnaire
- Personal Health record

eClinicalWorks, LLC., does not and will not sell or rent the personal and medical information we gather about you to anyone. This information is only used to enable healthcare providers to provide you with better and accurate care.

The information includes your username and initial password which you are provided by your health care provider to gain access to the patient portal.

USE OF YOUR INFORMATION

Information collected on patient portal may be used to enhance your experience in the following ways:

- Access to personal health record
- Manage your personal information
- Complete health questionnaires prior to your visit to the clinic
- Communication with your health care provider

CONTROL AND SECURITY OF YOUR INFORMATION

Do not share your patient portal password with anyone. Other than when you log on to the site, we will never ask you for your password.

Your personal information is protected by the password you receive from your health care provider when you are provided access to the patient portal. Please keep this password confidential. The confidentiality of your password is yours to protect. You may change your password at any time by clicking on the "Reset Password" on the login page.

WHEN AND WITH WHOM WE SHARE YOUR PERSONAL INFORMATION

We never sell or rent your personal and medical information to anyone under any circumstances. We will only share your personal information with our agents, representatives, trusted service providers and contractors that are offering certain products or services in connection with the usage of the patient portal.

We may need to disclose user information in certain exceptional circumstances, such as to protect our legal rights, to address actual or threatened illegal or harmful conduct, or as required by law or legal process (e.g., a search warrant, subpoena or court order).

Except for the purposes cited above, we will never share your personal information with anyone unless we have your express permission. We may share aggregated demographic and statistical information with our partners. This is not linked to any personal information that can identify any individual person.

COOKIES AND OTHER COMPUTER INFORMATION

When you visit the patient portal, we may place a "cookie" (a small text file) on your computer's hard drive. Cookies cannot be used to run programs or deliver viruses to your computer. One of the purposes of cookies is to provide a convenience feature to save you time.

You have the ability to accept or decline cookies. If you choose to decline the cookie, you may not be able to log in or use this site based on the browser you use. (To change your cookie preference, check the "Help" menu on the browser)

EMAIL COMMUNICATIONS YOU RECEIVE

If you prefer not to receive informational emails, please contact your health care provider and request for your email address to be removed from your record.

ADVERTISING ON THIS SITE

Advertisements on patient portal with links may be displayed by eClinicalWorks or other companies which may not be endorsed, owned or controlled by eClinicalWorks. eClinicalWorks LLC., is not responsible for the content or privacy and security practices of these sites.

CHANGES TO PRIVACY POLICY

This privacy policy was posted on September 13, 2012. We reserve the right to modify or amend this policy at any time. If we make any significant change to this policy, we will post notice of this change. We encourage you to periodically review this privacy statement to stay informed about how we are helping to protect the personal information we collect.

CLOSING YOUR ACCOUNT

If you wish to close your account at any time, you can do so by contacting the health care provider and requesting for your account to be closed. Once you close your account, you will no longer be able to access information on patient portal.

PATIENT ACKNOWLEDGEMENT AND AGREEMENT

I acknowledge that I have read and fully understand this conditions of participation consent form and the policies and procedures regarding the e-clinicalweb patient portal that appears at log in. I understand the risks associated with online communications between my physician and me, and consent to the conditions outlined herein. In addition, I agree to follow the instructions set forth herein and including the policies and procedures as set forth in the log in screen, as well as any other instructions that my physician may impose to communicate with patients via online communications. All of my questions have been answered and I understand and concur with the information provided in the answers.