



PATIENT PORTAL TERMS OF USE

Boca Grande Health Clinic, Inc. (the Clinic) is pleased to offer a secure Internet based Patient Portal (the Portal) for the exclusive use of established Clinic Patients. The Portal is designed to enhance Patient-Clinic communications and assist you in managing your health information electronically. This service is provided free of charge as a courtesy to Clinic patients. Use of the Portal is optional. Patients who elect not to use the Portal will still have access to all of the Clinic services normally available to Patients. In order to use the Portal, you must enroll and agree to adhere to the Patient Portal Terms of Use contained herein.

1. Terms of Use

Your use of the Portal is governed by these Terms of Use. By signing the Patient Portal Consent Form you are indicating your acceptance to these Terms of Use you agree to be bound by such terms without modification. Please make sure that you read these Terms of Use before registering.

2. General Information

As we currently do with other pertinent communications, all Portal communications will be included in your patient record. We strive to keep all of the information in your record correct and complete. If you identify any discrepancy in your records please notify us immediately. As we rely on the information that you provide to us, by executing the Patient Portal User Consent you agree to provide us with factual and correct information.

The Portal provides access to the following services:

- Communicate with staff;
- View your health summary information;
- Send health summary information update requests if you notice missing information;
- Update patient demographic information;
- View results of lab and other diagnostic tests;
- Request, confirm, cancel or reschedule an appointment;
- Request a medication refill;
- Print or save an electronic copy of your Health Summary or last office visit.

These services may be modified from time to time at the sole discretion of Boca Grande Health Clinic, Inc.

The Portal is not intended for "Online Doctor Visits." The following limitations apply:

- No Internet based triage and/or treatment requests will be accepted. Diagnosis can only be made and treatment rendered after the patient is seen by a Clinic Physician.



- No emergent communications or services will be responded to. All emergencies must be handled by calling 911 or going to an Emergency Room. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY CALL 911 OR GO TO THE EMERGENCY ROOM.
- Requests for new prescriptions or refills for conditions which are not being treated by a Clinic Physician will not be honored.

The Patient Portal is provided as a courtesy to all of our patients. However, as further discussed below, the Clinic reserves the right, at our discretion, to terminate the Patient Portal offering(s), suspend user access and/or modify services available through the Portal.

3. Registering to Use the Portal

Once you have signed the Patient Portal User Consent (attached) and have provided us with your secure email address, you will be given our system-generated unique user identification and password. To access the Patient Portal, go to our website at www.bghc.org and click on the Patient Portal link or access it directly at www.gotomyclinic.com/bghc/. A Patient Portal Users Guide is also available through our website. Questions concerning use of the Portal can also be asked by emailing us at info@bghc.org or call the Clinic at 941-964-2276.

4. Your Portal Account and Use of Services

You represent and warrant that you are at least eighteen (18) years of age and that You have the legal right and ability to enter into these Terms of Use and to use the Portal. You also agree to provide accurate and complete registration information to the Clinic to utilize the Portal. Your use of the Portal must comply with all applicable laws, regulations or ordinances.

5. Portal Password and Computer Security

You are responsible for keeping your password confidential and for the security of any computer You use to access the Portal. You agree to notify the Clinic if You become aware that Your password has been compromised or that there is any other security problem with the Portal.

6. Communications with the Clinic via the Portal

Users may access the Portal day or night, however keep in mind that the Clinic does not monitor the Portal 24 hours per day. The Clinic Staff will normally check the Portal each business day that the Clinic is open. Staff will use its best efforts to respond to all message inquiries within one business day, but no longer than three business days. Please remember the Portal is not designed for urgent communications. While it is the Clinic's intent to respond to your inquires in a timely manner, you are responsible for monitoring whether you have received a response to your communication. If you have not received a response please contact us by email at info@bghc.org or call the Clinic at 941-964-2276.



7. Privacy and Security Measures

All online communications concerning your personal health information carry some risk of disclosure. We cannot guarantee that your personal health information will not be at risk of disclosure; however we have taken certain steps to substantially reduce such risk. The following are a few of those steps:

- All interaction via the Portal will be encrypted;
- Your email address is confidential and protected information. With our best effort we will protect this information as we do your medical and other personal information;
- We will never purposely share your information with any third party;
- All access to our internal computer network and electronic health records is password protected. We have taken appropriate steps to comply with applicable HIPAA security requirements.

However, you also share in the responsibility of protecting your information. Accordingly, Your communications via the Portal should be in a manner that reduces the likelihood of unintended disclosure of your personal health information. Some helpful things to keep in mind include:

- Do not store, send or access messages on your employer-provided computer or hand-held device. Personal information is normally accessible by your employer;
- Do not store, send or access messages from public access terminals like those found in public libraries or hotels;
- Use a screen saver or close your messages so that others nearby cannot read them;
- Keep your username and password safe and private;
- If you think someone has learned your password, you should promptly change it using the Portal. You should also immediately notify the Clinic.

In addition to the above privacy and security measures, you are encouraged to review the Clinic's Notice of Privacy Practices for a detailed explanation of the how the Clinic uses and discloses your personal health information.

8. Limitation of Liability

Neither the Clinic, nor any of its officer, directors, employees, agents or Suppliers shall be liable for losses or damages arising from input errors or misuse of the Portal, negligent handling or sharing of any password, leaving a computer unattended during an online session or failure to sign off at the end of Your session, compromise of any password or account privacy arising from security problems with any computer You use to access the Portal, or Your failure to report a known incident of unauthorized account access or incorrect information. Further, while the Portal has been designed to allow for the secure communication of information, the Clinic shall not be liable for breaches of



Portal security beyond the Clinic's reasonable control. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PORTAL, OR ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PORTAL.

9. Term and Termination

Either We or You may terminate your right to use the Portal at any time, with or without cause, upon notice. We reserve the right to terminate or suspend your right to use the Portal without prior notice, but we will confirm such termination or suspension by subsequent notice. In addition, we may withdraw, suspend or discontinue any functionality or feature of the Portal as deemed necessary by us.

10. General Legal Provisions

These Terms of Use will be governed by applicable Federal and Florida law for all purposes without regard to or application of choice of law rules or principles. You hereby consent to the jurisdiction of Florida with venue being proper in Lee County, Florida.