

**Important Things You Need to Know:**

- You must be 18 years old to create an account.
- *myEMHShealth* connects you with your primary care practice team and your provider.  
You can:
  - Send secure e-mail messages
  - Request appointments
  - Share health information before and after your visit
- You can share your information with another provider
- You may give another person access to your information. Keep in mind you are giving them access to EVERYTHING.
- *myEMHShealth* is NOT for emergencies.
- Please read the [EMHS Notice of Privacy Practices](#). It describes how your medical information may be used and disclosed.
- Use of *myEMHShealth* is optional. If you don't agree with these Terms of Use, you should not use *myEMHShealth*.

**Overview**

The patient portal, called *myEMHShealth*, is provided to you by EMHS. EMHS works with other companies to provide this service to you. The patient portal provides a view of your electronic medical record (EMR) and gives you a secure way to communicate with your provider. The patient portal is governed by these Terms of Use (Terms). If you do not agree to these Terms, you may not establish a patient portal connection. By using or accessing the patient portal, you agree to be bound by these Terms.

**Accessing *myEMHShealth***

You must be at least 18 years old (or an emancipated minor) to establish a patient portal connection. You may not permit any other person to access the patient portal using your user name and password. The security of your password and the use of your account is your responsibility. If you learn or suspect that your user name or password has been accidentally or wrongfully used or disclosed, you should click on the technical help link in the portal and immediately reset your password.

**Your Information**

The information available for you to view through the patient portal is not a view of all the data in your provider's EMR. Your interactions within *myEMHShealth* (such as secure messaging, scheduling and completing questionnaires) are interactions with your provider. You agree not to post or transmit any information through the patient portal that infringes the rights of others or violates their privacy or publicity rights, in particular (without limitation) you must not post or transmit material which is of a bullying, harassing or discriminatory nature. EMHS has the right to terminate your patient portal account/access if this behavior is observed.

### **Maintaining Another Person's Connection**

If you are legally authorized to view another person's health information, you may be given access to *myEMHShealth* for that person, subject to these Terms. This might include minor children under age 14 or elderly parents, for example. Various federal and state regulations prohibit sharing certain categories of sensitive information with anyone other than the patient. As such, EMHS may restrict your access to the other person's sensitive information and not make it available to you through the patient portal.

### **Proxy Use of *myEMHShealth***

You may also authorize another person to view and interact with your information in the patient portal based on the specific privileges you've assigned – this is called a proxy. You may authorize any person who qualifies for a patient portal connection to be a proxy. Access or privileges you give to someone can be modified or removed by you at any time, for any reason. When you share information within the patient portal with another individual, you acknowledge and accept responsibility for the decision to provide them access to all of your information, including information that you might consider to be highly sensitive.

### **Privacy and Disclosure of Information**

You agree to the terms and conditions of the *myEMHShealth* Privacy Policy, which is incorporated into and made part of these Terms. EMHS may use or disclose your protected health information if a law or regulation requires us to do so. Please review the [EMHS Notice of Privacy Practices](#) for more complete information on how EMHS uses and discloses your medical information.

### **External Links**

For your convenience, EMHS may provide you with links to various third party websites through *myEMHShealth*. Even if a third-party affiliation exists between EMHS and that destination site, EMHS exercises no authority over linked sites, each of which maintains independent privacy and data collection policies and procedures. EMHS assumes no responsibility or liability for these independent methods or actions and is not responsible for the independent policies or procedures of destination sites. Similarly, EMHS cannot take responsibility for the privacy initiatives or the content of such websites. These destination links are provided only for your convenience, and as such, you access them at your own risk. However, EMHS wishes to ensure the integrity of the patient portal and its destination links, so your comments pertaining to the patient portal or any sites accessed through the patient portal links are greatly appreciated.

### **No Medical Advice; No Warranties; Limitation of Liability**

If you have an emergency, or think you need to speak to someone urgently, do not rely on the email communication options provided to you through the portal. Neither email nor any other application available through this website is a substitute for appropriate and timely contact with a healthcare provider. The patient portal is not a substitute for consultation with your provider. You should never change or stop any course of treatment prescribed by your provider without first consulting him or her. The patient portal is NOT designed to make diagnoses or

help you make diagnoses. Only your healthcare provider can properly diagnose and treat your illness.

Although we strive to keep our information current, information changes rapidly and some information may be out of date. It is your responsibility to verify the accuracy, completeness, and recentness of any and all information on the site. Certain information may be delayed or withheld from the portal to give your provider time to discuss it with you. EMHS assumes no responsibility for how you use the information you obtain from the patient portal.

If you are dissatisfied with any portion of *myEMHShealth*, or with any of these Terms of Use, your sole and exclusive remedy is to discontinue using *myEMHShealth*.

### **Feedback**

EMHS welcomes your suggestions to improve the patient portal. If you provide feedback to EMHS, you agree that such feedback, including all ideas and concepts within the feedback, shall be the property of EMHS. If required by EMHS, you agree to assign to EMHS your ownership rights in the feedback.

### **Indemnification**

You agree to indemnify, defend and hold harmless EMHS, its affiliates, officers, directors, employees, agents, suppliers, and Licensors from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms or any activity related to your use of the patient portal (including negligent or wrongful conduct) by you or any other person accessing the portal using your account or password.

### **Termination**

EMHS may terminate the patient portal services at any time. EMHS may terminate or suspend your access to the patient portal and may delete your account, at any time, without providing notice to you.

### **No Unlawful or Prohibited Use**

You may not use the patient portal for any purpose that is unlawful or prohibited by these Terms. You may not use the patient portal in any manner which could damage, disable, overburden, or impair the patient portal or interfere with any other party's use and enjoyment of the patient portal. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided to you through the patient portal.

### **Notices**

EMHS may deliver notice to you by means of electronic mail (to the email address provided within your patient portal account), a general notice on the patient portal website, or by written communication delivered by first class U.S. mail to your address on record in EMHS's account information. You may give notice to EMHS at any time by letter delivered by first class postage prepaid U.S. mail or overnight courier to the following address:

EMHS  
43 Whiting Hill Road  
Brewer, ME 04412  
Attention: Director of Compliance and Internal Audit

### **General**

These Terms of Use are entered into in the State of Maine and shall be governed by and construed in accordance with the laws of the State of Maine, exclusive of its choice of law rules. By accessing, transmitting or viewing any information on this website, you agree to be subject to personal jurisdiction in the state courts sitting in Penobscot County, Maine and the federal courts of the Eastern District of Maine, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. In the event that any of the Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. Any cause of action or claim you may have with respect to your use of *myEMHShealth* must be commenced within one (1) year after the claim or cause of action arises. EMHS's failure to insist upon or enforce strict performance of any provision of the Terms of Use shall not be construed as a waiver of any provision or right.

### **Modification of Terms**

EMHS may change these Terms of Use at any time without advance notice to you. However, EMHS will take reasonable steps to notify you of material changes it makes to the Terms of Use. You are responsible for regularly reviewing these Terms of Use. Your continued use of the patient portal constitutes your acceptance of the revised terms.

### **Copyright and Trademark Notices**

All functionality of the patient portal: Copyright 2011, Cerner Corporation, 2800 Rockcreek Parkway, North Kansas City, Missouri 64117, U.S.A. All rights reserved. Material found on the patient portal contains the valuable properties of the patient portal, embodying substantial creative efforts, no part of which may be reproduced or transmitted in any form or by any means, or retained in any storage or retrieval system, without the express written permission of Cerner. Any rights not expressly granted herein are reserved.

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Effective: March 13, 2013