Ashe Center Patient Portal

The Ashe Center is pleased to offer patients the ability to view their medical information and interact with clinicians online by using the Patient Portal. This web site and related services are subject to compliance with the terms and conditions set forth below.

Please read the following information carefully.

If you think you have a medical or psychiatric emergency, call 9-1-1 or go to the nearest hospital.

BY USING THE PATIENT PORTAL, YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS AND CONDITIONS.

TERMS AND CONDITIONS

1. Patient Portal Capabilities

The Ashe Center provides the Patient Portal to allow Ashe Center patients to view health-related information, communicate with Ashe Center practitioners and staff, and arrange for appointments.

The information provided on the Patient Portal is not a substitute for the advice of a personal clinician or other qualified healthcare professional. Always seek the advice of a clinician or other qualified healthcare professional with any questions you may have regarding medical symptoms or a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Patient Portal.

If you think you have a non-urgent medical matter, call the Ashe Center or message your Ashe Center provider in the Patient Portal.

2. Electronic Communications

All communications between you and your Ashe Center care team using the Patient Portal are carried over a secure, encrypted connection directly into the Ashe Center electronic medical record. While you may receive internet e-mail messages notifying you of new messages in your the Patient Portal Inbox, these e-mails will not contain any confidential medical information.

Messages that you send via the Patient Portal may become part of your permanent legal medical record at the discretion of the Ashe Center care provider or support staff. Once a message is made part of your permanent medical record, it will be accessible to current and future Ashe Center health care provider(s) and staff members at The Ashe Center who are appropriately involved in your care.

Your health care provider may choose to select an associate(s) to help manage and respond to your electronic messages on the Patient Portal. These may include nursing or other administrative staff who review messages sent via the Patient Portal and either respond or route the message to the health care provider. Use of the Patient Portal secure messaging may not be appropriate if the message includes sensitive information that you would only wish to discuss directly with your provider.

The Ashe Center will make its best effort to provide a timely response to electronic inquiries or other

communication submitted through the Patient Portal. In some cases, Ashe Center staff may not be immediately available, so you should allow at least two

(2) business days for a response. Emergency matters requiring immediate or urgent attention should not be submitted through the Patient Portal.

With respect to any electronic communications sent through the Patient Portal, The Ashe Center is only able to respond to such communications based on the information provided by the patient. If insufficient information is provided, The Ashe Center will be unable to provide accurate and reliable services.

3. Eligibility to Use the Patient Portal

One requirement must be met for a patient to be eligible to use the Patient Portal. A patient must be a registered UCLA student or be otherwise eligible to use services at The Ashe Center.

4. User Participation in the Patient Portal

Although the Patient Portal displays certain information from your health record, it does not necessarily display all information found in your medical record. If you think that your health information displayed in the Patient Portal is inaccurate, you can request that The Ashe Center amend your record by messaging your provider(s) within the Patient Portal.

To request a complete copy of your medical records, please contact: Ashe Center Medical Records Department through the Ashe Center website.

You agree that you will not upload or transmit any communications or content of any type (including secure messaging) that may infringe upon, misappropriate or violate any rights of any party. In consideration of being allowed to use the Patient Portal, you agree that the following actions shall constitute a material breach of these Terms and Conditions:

- Signing on as or pretending to be another person
- Using secure messaging for any purpose in violation of local, state, national, or international laws or posted Ashe Center policies
- Transmitting material that infringes or violates the intellectual property rights of others or the privacy or publicity rights of others
- Transmitting material that is unlawful, obscene, defamatory, predatory of minors, threatening, harassing, abusive, slanderous, or hateful to any person (including Ashe Center personnel) or entity as determined by The Ashe Center in its sole discretion
- Using interactive services in a way that is intended to harm, or a reasonable person would understand would likely result in harm, to the user or others
- Collecting information about others, including e-mail addresses
- Intentionally distributing viruses or other harmful computer code

The Ashe Center expressly reserves the right, in its sole discretion, to terminate a user's access to interactive services and/or any or all other areas of the Patient Portal due to any act delineated above, or at the discretion of the patient's clinician, or any act that would constitute a violation of these Terms and Conditions.

To deactivate your Patient Portal account, please contact shsmail@ashe.ucla.edu.

5. Customer Service Information

If you need information regarding your use of the Patient Portal or technical assistance regarding your Patient Portal account, please contact shsmail.ucla.edu. For billing questions, please go to the website: <u>www.studenthealth.ucla.edu</u> and the Contact Us page.

6. Security and Confidentiality

The Ashe Center is committed to protecting the confidentiality of your medical information. Any personal information you submit or that is maintained on the Patient Portal is governed by The Ashe Center's privacy and security practices. Firewalls, passwords, encryption, and audit trails are further used to safeguard your information. The Ashe Center has taken steps to make the Patient Portal secure against unauthorized access and use. This web site uses encryption software. While The Ashe Center uses state-of-the-art security, no system can perfectly guard against risks of intentional intrusion or inadvertent disclosure of information. When using the Patient Portal, information will be transmitted over a medium that is beyond the control of The Ashe Center and its contractors. YOU HEREBY EXPRESSLY ASSUME THE SOLE RISK OF ANY UNAUTHORIZED DISCLOSURE OR INTENTIONAL INTRUSION, OR OF ANY DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE USER OF THIS SERVICE.

The Ashe Center affords the same degree of confidentiality to medical information stored on the Patient Portal as is given to information stored by The Ashe Center in any other medium. The Ashe Center limits employees' access and ability to enter or view health information based upon their role in your care. The Ashe Center has taken steps to make sure all health information received from online visitors is as secure as reasonably possible against unauthorized use, access or disclosure.

The Ashe Center and many other organizations and individuals such as physicians, hospitals and health plans are required by law to keep your health information private and confidential. If you have authorized the disclosure of your health information to someone who is not legally required to keep it private and confidential, it may no longer be protected by state or federal privacy and confidentiality laws.

Your privacy is important to us. The Ashe Center will use your confidential medical information in order to provide you health care services. The Ashe Center takes many precautions to maintain your confidential medical information in confidence and will not deliberately disclose any information regarding you to any unaffiliated third party unless you authorize that person to receive your information or the information is permitted to be disclosed by law. Please review the Ashe Center Notice of Privacy Practices for a thorough description of how The Ashe Center gathers, uses and protects your confidential information. All messages sent and received within the Patient Portal that contain medical information are subject to all state and federal laws governing the security and confidentiality of medical records.

7. Passwords

You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your Ashe Center online password or account. It is your sole responsibility to (1) control the disclosure and use of your activation codes, username and password; (2) authorize, monitor and control access to and use of your the Patient Portal account and password; and (3) promptly change your password or a regular basis.

If you need technical assistance regarding your Patient Portal account, please contact <u>shsmail@ashe.ucla.edu.</u>

8. Disclaimer

I UNDERSTAND THAT THE ASHE CENTER TAKES NO RESPONSIBILITY FOR AND DISCLAIMS ANY AND ALL LIABILITY ARISING FROM ANY INACCURACIES OR DEFECTS IN SOFTWARE, COMMUNICATION LINES, VIRTUAL PRIVATE NETWORK, THE INTERNET OR MY INTERNET SERVICE PROVIDER (ISP), ACCESS SYSTEM, COMPUTER HARDWARE OR SOFTWARE, OR ANY OTHER SERVICE OR DEVICE THAT I USE TO ACCESS THE PATIENT PORTAL. I UNDERSTAND THAT THE PATIENT PORTAL MAY NOT BE AVAILABLE TO ME AT ALL TIMES DUE TO SYSTEM FAILURES, BACK-UP PROCEDURES, MAINTENANCE, OR OTHER CAUSES. ACCESS IS PROVIDED ON AN "AS-IS, AS-AVAILABLE" BASIS AND THE ASHE CENTER DOES NOT GUARANTEE THAT I WILL BE ABLE TO ACCESS THE PATIENT PORTAL AT ANY PARTICULAR TIME. DURING TIMES WHEN THE PATIENT PORTAL IS UNAVAILABLE, OTHER COMMUNICATION METHODS (E.G., TELEPHONE) SHOULD BE USED TO CONTACT MY CARE PROVIDER AT THE ASHE CENTER.

THE PATIENT PORTAL, ITS CONTENT AND ALL SITE-RELATED SERVICES ARE PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. I ASSUME TOTAL RESPONSIBILITY AND RISK FOR MY USE OF THE PATIENT PORTAL. ANY

REFERENCES TO SPECIFIC PRODUCTS OR SERVICES ON THE PATIENT PORTAL DO NOT CONSTITUTE OR IMPLY A RECOMMENDATION OR ENDORSEMENT BY THE ASHE CENTER UNLESS SPECIFICALLY STATED OTHERWISE.

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10. Copyrights

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In accordance with the DMCA, The Ashe Center has designated an agent to receive notification of alleged copyright infringement in accordance with the DMCA. Any written Notification of Claimed Infringement should comply with Title 17, United States Code, Section 512(c)(3)(A) and should be provided in writing to our designated agent found here: <u>http://www.ucla.edu/terms-of-use/dmca</u>

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