

DIAGNOSTIC CLINIC OF LONGVIEW

DEMOGRAPHIC INFORMATION

Patient Name: \_\_\_\_\_ Birthday: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Address: \_\_\_\_\_ Sex: \_\_\_ SSN: \_\_\_\_/\_\_\_\_/\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_ Business: \_\_\_\_\_  
Marital Status: \_\_\_ Single \_\_\_ Married \_\_\_ Widowed \_\_\_ Divorced \_\_\_ Separated  
Primary Care Physician: \_\_\_\_\_  
Guarantor: \_\_\_\_\_ SSN: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Employer: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Primary Insurance Company: \_\_\_\_\_ Policy/Group No: \_\_\_\_\_  
If Policy Holder Other than Self: Name \_\_\_\_\_ Birthday \_\_\_\_/\_\_\_\_/\_\_\_\_  
Secondary Insurance Company: \_\_\_\_\_ Policy/Group No: \_\_\_\_\_  
If Policy Holder Other than Self: Name \_\_\_\_\_ Birthday \_\_\_\_/\_\_\_\_/\_\_\_\_  
How were you referred to our office? \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

I hereby authorize the Diagnostic Clinic of Longview or physicians/clinics affiliated with Diagnostic Clinic, etc to furnish my health insurance company, other third party payers, or their designated agents all the information which the above named entities may request concerning treatment of the patient named above.

I hereby assign to the Diagnostic Clinic of Longview, the medical and/or surgical benefits to which I or my dependents are entitled under my health insurance plan.

I understand that regardless of verified insurance coverage, in the event my premiums are not paid or my insurance company determines charges are patient liability, I am responsible for all fees for services rendered to the above patient.

\_\_\_\_\_  
Patient/Patient Representative Signature

\_\_\_\_\_  
Date

## CONSENT FOR TREATMENT

PATIENT NAME: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

I consent for treatment as necessary or desirable for the care of the above named patient. This includes, but is not limited to whatever drugs, medicine, labs, X-rays or other studies that may be used by the attending doctor or his/her nurse or qualified designee at his/her direction.

I HAVE READ AND UNDERSTAND THE ABOVE INFORMATION. I ALSO UNDERSTAND THIS CONSENT CAN BE REVOKED IN WRITING AT ANY TIME.

\_\_\_\_\_  
Patient/Patient Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Relationship to Patient

**DIAGNOSTIC CLINIC OF LONGVIEW**

**NOTICE REGARDING TEST RESULTS**

Please be advised that it should take no longer than 7 working days for you to be notified of any test results. If you have not heard from the physicians office that ordered your test either by mail, secure message via the patient portal or phone within 7 working days of your visit where tests were performed, please contact the physicians office that ordered the test to receive your results.

**I HAVE READ THE ABOVE STATEMENT AND UNDERSTAND THAT IF I HAVE NOT BEEN NOTIFIED OF MY TEST RESULTS WITHIN 7 WORKING DAYS FROM MY VISIT THAT I NEED TO CALL THE PHYSICIANS OFFICE THAT ORDERED THE TEST FOR MY RESULTS.**

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**Patient/Patient Representative Signature**

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**Date**

**DIAGNOSTIC CLINIC OF LONGVIEW**

707 Hollybrook  
Longview, Tx 75605  
(903)757-6042

**PATIENT QUESTIONNAIRE**  
**Medical Information can be released to:**

\_\_\_\_\_  
Name Phone Number Relationship

\_\_\_\_\_  
Name Phone Number Relationship

\_\_\_\_\_  
Name Phone Number Relationship

**Can messages be left on your telephone answering machine or voicemail?**

**YES or NO**

**Would you like to communicate personal health information with your physician's office via secure email? If so please give us your email address.**

\_\_\_\_\_  
Please check out our web site at <http://www.dcol.net/> and ask your physician how to sign up for the Patient Portal.

**What is your preferred method of contact for personal health information?**

- |  |   |
|--|---|
| <input type="checkbox"/> Home Phone                | <input type="checkbox"/> Pager          |
| <input type="checkbox"/> Mobile Phone              | <input type="checkbox"/> Fax            |
| <input type="checkbox"/> Work Phone                | <input type="checkbox"/> Paper          |
| <input type="checkbox"/> Letter                    | <input type="checkbox"/> Secure Message |
| <input type="checkbox"/> Nursing Home              | <input type="checkbox"/> Patient Portal |
| <input type="checkbox"/> Durable Power of Attorney | <input type="checkbox"/> Other          |

**Appointment reminders?**

- Telephone Call  
 Text Message

\_\_\_\_\_  
Patient Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patient/Patient Representative Signature

\_\_\_\_\_  
Date



**DCOL CENTER FOR CLINICAL RESEARCH**

**DCOL Center for Clinical Research**, a department of Diagnostic Clinic of Longview, has been serving the community for several years by helping to bring new medicines to market.

Many of you have participate in one or more of the clinical trials through **DCOL Center for Clinical Research** and have already experience the benefits of being a part of research.

**Some of the possible benefits of participating in clinical trials include:**

- Access to potentially new research treatments
- Receive medications at no charge to you or your insurance
- Labs and/or procedures at no charge to you or your insurance
- Receive expert medical care by the Principal Investigator (*always a DCOL physician*) and the Clinical Research Coordinator for the condition being studied
- Help others by contributing to medical research and treatment advances
- Compensation for your time and travel

In order to keep you aware of upcoming clinical trials that may be relevant to your condition(s), the research staff will send out information to you from time to time. There are also times when the research staff may call you on the phone to inform you of a new clinical trial that you might want to participate in.

Being part of a clinical trial is completely voluntary and your decision whether or not to participate will not affect your normal care by the physicians at Diagnostic Clinic.

**Please let us know your preference by checking one of the boxes below:**

- Yes, please contact me regarding clinical trials relevant to my condition(s).  
Best phone number for contact: \_\_\_\_\_
  
- No, I prefer not to be called about any clinical trials.

\_\_\_\_\_  
Printed Patient Name

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Patient/Patient Representative Signature

\_\_\_\_\_  
Date

# NOTICE OF PRIVACY PRACTICES

## Diagnostic Clinic of Longview

### **This Notice Describes How Medical Information about You May Be Used and Disclosed and How You Can Get Access to This Information *PLEASE REVIEW CAREFULLY.***

If you have any questions about this notice, please contact the Facility Privacy Officer.

**Who Will Follow This Notice:** This notice describes the facility's practices and that of:

- Any health care professional authorized to enter information into your facility chart
- All departments and units of the facility
- Any member of a volunteer group allowed to help you while you are receiving services from the facility
- All employees, staff, agents and other facility personnel
- Health care providers and their authorized representatives who are members of the facility's organized healthcare arrangement, or "OHCA." These health care providers and their authorized representatives will be operationally and/or clinically integrated with the facility, or will otherwise be permitted by law to receive your information. For example, to the extent permitted by law and in accordance with our policies, the facility will share your medical information with physicians who are members of the facility's medical staff, even if the physician is not employed by the facility.
- All entities, sites and locations within this facility's system will follow the terms of this notice. They also may share medical information with each other for treatment, payment and health care operations purposes.

### **Our Pledge Regarding Medical Information:**

We understand that medical information about you and your healthcare is personal. We are committed to protecting medical information about you. A record is created of the care and services you receive at this facility. This record is needed to provide the necessary care and to comply with legal requirements. This notice applies to all of the records of your care generated by the facility. Your personal physician may have different policies or notices regarding the physician's use and disclosure of your medical information in the physician's office or clinic.

This notice will tell about the ways in which the facility may use and disclose medical information about you. Also described are your rights and certain obligations we have regarding the use and disclosure of medical information.

The law requires the facility to:

- Make sure that medical information that identifies you is kept private;
- Inform you of our legal duties and privacy practices with respect to medical information about you; and
- Follow the terms of the notice that is currently in effect. This notice is effective as of September 23, 2013.

### **HOW THE FACILITY MAY USE and DISCLOSE YOUR MEDICAL INFORMATION:**

Except with respect to Highly Confidential Information (described below), we are permitted to use your health information for the following purposes:

- **Treatment.** Your medical information may be used to provide you with medical treatment or services. This medical information may be disclosed to physicians, nurses, technicians, and others involved in your care at the facility, including employees, volunteers, students and interns at the facility. This includes using and disclosing your information to treat your illness or injury, to contact you to provide appointment reminders or to give you information about treatment options or other health related benefits and services that may interest you.

*For example:* A physician treating you for a broken leg may need to know if you have diabetes because diabetes may slow the healing process. The physician may need to tell the dietitian about the diabetes so appropriate meals can be arranged. Different departments of the facility may also share medical information about you in order to coordinate your different needs, such as prescriptions, lab work and X-Rays. The facility also may disclose medical information about you to people outside the facility who may be involved in your medical care after you leave the facility, such as family members, home health agencies, and others who provide services that are part of your care.

facility may be billed and payment may be collected from you, your insurance company and/or a third party. Please note, we will comply with your request not to disclose your health information to your insurance company if the

information relates solely to a healthcare item or service for which you have paid out of pocket and in full to us. This restriction does not apply to the use or disclosure of your health information for your medical treatment.

*For example:* To the extent insurance will be responsible for reimbursing the facility for your care, the health plan or insurance company may need information about surgery you received at the facility so they can provide payment for the surgery. Information may also be given to someone who helps pay for your care. Your health plan or insurance company may also need information about a treatment you are going to receive to obtain prior approval or to determine whether they will cover the treatment.

- **Health Care Operations.** Your medical information may be used and disclosed for purposes of furthering day-to-day facility operations. These uses and disclosures are necessary to run the facility and to monitor the quality of care our patients receive.

*For example:* Subject to any limitations described in this notice, your medical information may be:

1. Reviewed to evaluate the treatment and services performed by our staff in caring for you.
2. Combined with that of other facility patients to decide what additional services the facility should offer, what services are not needed, and whether certain new treatments are effective.
3. Disclosed to doctors, nurses, technicians, and other agents of the facility for review and learning purposes.
4. Disclosed to healthcare students, interns and residents.
5. Combined with information from other facilities to compare how we are doing and see where we can improve the care and services offered. Information that identifies you in this set of medical information may be removed so others may use it to study health care and health care delivery without knowing who the specific patients are.

- **Individuals Involved in Your Care.** With your permission, your medical information may be released to a family member, guardian or other individuals involved in your care. They may also be told about your condition unless you have requested additional restrictions. In addition, your medical information may be disclosed to an entity assisting in a disaster relief effort so your family can be notified about your condition, status, and location.
- **Research.** Under certain circumstances, your medical information may be used and disclosed for research purposes.

*For example:* A research project may involve comparing the health and recovery of all patients who received one medication to those who received another, for the same conditions. All research projects, however, are subject to a special approval process. This process evaluates a proposed research project and its use of medical information, balancing the research needs with the patients' need for privacy of their medical information. Your medical information may be disclosed to people preparing to conduct a research project; for example, helping them look for patients with specific medical needs, so long as the medical information they review does not leave the facility. We will almost always ask for your specific permission if the researcher will have access to your name, address or other information that reveals who you are, or will be involved in your care.

- **Marketing Activities.** We may, without obtaining your authorization and so long as we do not receive payment from a third party for doing so, 1) provide you with marketing materials in a face-to-face encounter, 2) give you a promotional gift of nominal value, or 3) tell you about our own health care products and services. We will ask your permission to use your health information for any other marketing activities.
- **Appointment Reminders.** Your medical information may be used to contact you as a reminder of an appointment you have for treatment or medical care from the facility.
- **Treatment Alternatives.** Your medical information may be used to tell you about or recommend possible treatment options or alternatives that may be of interest to you.
- **Health-Related Benefits and Services.** Your medical information may be used to tell you about health related benefits or services that may be of interest to you.
- **Participation in Health Information Exchanges.** We may participate in one or more health information exchanges (HIEs) and may electronically share your health information for treatment, payment and permitted healthcare operations purposes with other participants in the HIE – including entities that may not be listed under **"Who Will Follow This Notice"** on the first page of this notice. Depending on State law requirements, you may be asked to "opt-in" in order to share your information with HIEs, or you may be provided the opportunity to "opt-out" of HIE participation. HIE's allow your health care providers to efficiently access and use your pertinent medical information necessary for treatment and other lawful purposes. We will not share your information with an HIE unless both the HIE and its participants are subject to HIPAA's privacy and security requirements.
- **As Required by Law.** Your medical information will be disclosed when required to do so by federal, state, or local authorities, laws, rules and/or regulations.
- **Lawsuits and Disputes.** If you are involved in a lawsuit or a dispute, your medical information will be disclosed in response to a court or administration order, subpoena, discovery request, or other lawful process by someone else involved in the dispute when we are legally required to respond.



- **Law Enforcement.** Your medical information will be released if requested by a law enforcement official:
  1. In response to a court order, subpoena, warrant, summons or similar process;
  2. To identify or locate a suspect, fugitive, material witness, or missing person;
  3. About the victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement;
  4. About a death we believe may be the result of criminal conduct;
  5. In emergency circumstances to report a crime; the location of the crime or victims; or the identity, description or location of the person who committed the crime.
- **National Security and Intelligence Activities.** Your medical information will be released to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.
- **Protective Services for the President and Others.** Your medical information may be disclosed to authorized federal officials so they may provide protection to the President, other authorized persons or foreign heads of state or conduct special investigations.
- **To Alert a Serious Threat to Health or Safety.** Your medical information may be used and disclosed when necessary to prevent a serious threat to your health and safety and that of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat.
- **Health Oversight Activities.** Your medical information may be disclosed to a health oversight facility for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

#### **SPECIAL SITUATIONS:**

- **Organ and Tissue Donation.** If you are an organ or tissue donor, your medical information may be released to organizations that handle organ procurement or organ, eye and tissue transplantation or to an organ donation bank, as necessary to facilitate organ or tissue donation and transplantation.
- **Military and Veterans.** If you are a member of the armed forces, your medical information may be released as required by military command authorities. If you are a member of the foreign military personnel, your medical information may be released to the appropriate foreign military authority.
- **Workers' Compensation.** If you seek treatment for a work related illness or injury, we must provide full information in accordance with state specific laws regarding workers' compensation claims. Once state specific requirements are met and an appropriate written request is received, only the records pertaining to the work related illness or injury may be disclosed.
- **Public Health Risk.** Your medical information may be used and disclosed for public health activities. These activities generally include the following:
  1. To prevent or control disease, injury or disability;
  2. To report births and deaths;
  3. To report child abuse or neglect
  4. To report reactions to medications or problems with products;
  5. To notify people of recalls of products they may be using;
  6. To notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition;
  7. To notify the appropriate government authority if we believe a patient has been the victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.
- **Coroners, Medical Examiners, and Funeral Directors.** Your medical information may be released to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We may also release medical information about patients of the facility to funeral directors as necessary to carry out their duties.
- **Inmates.** If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release medical information about you to the correctional institution or law enforcement official. This release would be necessary for the following reasons:
  1. For the institution to provide you with health care;
  2. To protect the health and safety of you and others;
  3. For the safety and security of the correctional institution.

#### **HIGHLY CONFIDENTIAL INFORMATION:**

Federal and/or State law require special privacy protections for certain highly confidential information about you, including your health information that is maintained in psychotherapy notes. Similarly, Federal and/or State law may provide greater protections for the following types of information than HIPAA, in which case we will comply with the law that provides your information with the greatest protection and you with the greatest privacy rights: (1) mental health and developmental disabilities; (2) alcohol and drug abuse prevention, treatment and referral; (3) HIV/AIDS testing, diagnosis or treatment; (4) communicable diseases; (5) genetic testing; (6) child abuse and neglect; (7) domestic or elder abuse; and/or (8) sexual assault. In order for your highly confidential information to be disclosed for a purpose other than those permitted by law, your written authorization is required.

## YOUR WRITTEN AUTHORIZATION

We will first obtain your written authorization before using or disclosing your protected health information for any purpose not described above, including disclosures that constitute the sale of protected health information or for marketing communications paid for by a third party (excluding refill reminders, which the law permits without your authorization). If you provide the facility permission to use or disclose your medical information, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose your medical information for the reasons covered in your written authorization. You understand that we are unable to take back any disclosures already made with your permission, and that we are required to retain our records of the care that the facility provided to you.

## ADDITIONAL INFORMATION CONCERNING THIS NOTICE:

- **Changes To This Notice.** We reserve the right to change this notice and make the revised or changed notice effective for medical information we already have about you as well as any information we receive in the future. The facility will post a current copy of the notice with the effective date. In addition, each time you are admitted to the facility for care/services, as an inpatient or outpatient, we will offer you a copy of the current notice in effect.
- **Complaints.** You will not be penalized for filing a complaint. If you believe your privacy rights have been violated, you may file a complaint with the facility or with the Secretary of the Department of Health and Human Services. Some States may allow you to file a complaint with State's Attorney General, Office of Consumer Affairs or other State agency as specified by applicable State Law. To file a complaint with the facility, submit your complaint to the facility's Privacy Officer in writing. The facility's Privacy Officer can provide you with contact information for the Secretary of the Department of Health and Human Services as well as the State agency or agencies authorized to accept your complaints.

## YOUR RIGHTS REGARDING YOUR MEDICAL INFORMATION

You have the following rights regarding medical information the facility maintains about you:

**\*\* NOTE: All Requests Must Be Submitted in Writing to the Facility \*\***

- **Right to Request Access to Your Health Information.** You have the right to timely inspect and copy medical information that may be used to make decisions about your care. Such access will be granted by the facility in accordance with applicable law.

To inspect and copy medical information or to receive an electronic copy of the medical information that may be used to make decisions about you, you must submit a written request. If you request a paper copy of your information, we may charge a fee for the cost of copying, mailing or other supplies associated with your request. If the facility uses or maintains an electronic health record with respect to your medical information, you have the right to obtain an electronic copy of the information if you so choose.

1. You may direct the facility to transmit the copy to another entity or person that you designate provided the choice is clear, conspicuous, and specific.
2. The facility may charge a fee equal to its labor cost in providing the electronic copy (e.g., costs may include the cost of a flash drive, if that is how you request a copy of your information be produced). If you request an electronic copy of your information, we will provide the information in the format requested if it is feasible to do so.

We may deny your request to inspect and copy in some limited circumstances. If you are denied access to medical information, you may request that the denial be reviewed. Another licensed health care professional, other than the person who denied your request, will be chosen by the facility to review your request and the denial. The facility will comply with the outcome of the review.

1. A licensed health care professional has determined, in the exercise of professional judgment, that the access requested is reasonably likely to endanger the life or physical safety of the individual or another person.
2. The protected health information makes reference to another person (unless such other person is a health care provider) and a licensed health care professional has determined, in the exercise of professional judgment, that the access requested is reasonably likely to cause substantial harm to such other person.
3. The request for access is made by the individual's personal representative, and a licensed health care professional has determined, in the exercise of professional judgment, that the provision of access to such personal representative is reasonably likely to cause substantial harm to the individual or another person.

to amend the information. You have the right to request an amendment to information kept by or for the facility. Except where individual state laws are more stringent, this facility has a minimum of 60 days to act on your request.

To request an amendment, you must submit a written request. You must also provide a reason that supports your request. Your request for an amendment may be denied if:

1. Your request is not in writing or does not include a reason to support the request;
2. The medical information was not created by us, unless the person or entity that created the information is no longer available to make the amendment;
3. The medical information is not part of the medical information kept by or for the facility;
4. The medical information is not part of the information you would be permitted to inspect and copy; or
5. The medical information is accurate and complete.

- **Right to an Accounting of Disclosures.** You have the right to request an "accounting of disclosures." This is a list of the disclosures we made of your medical information for purposes other than treatment, payment and health care operations.

To request this list or accounting of disclosures:

1. You must submit your request in writing.
2. Your request must state a time period, which may not be longer than six years and may not include dates before April 14, 2003.
3. Your request should indicate in what form you want the list (for example, on paper, electronically).

The first list you request within a 12 month period will be free. For additional lists, we may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

- **Right to Request Restrictions.** You have a right to request a restriction or limitation on the medical information we use or disclose about you for treatment, payment or health care operations. You also have the right to request a limit on the medical information we disclose about you to someone who is involved in your care or the payment for your care, like a family member.

To request restrictions, you must make your request in writing. In your request, you must tell us:

- o What information you want to limit;
- o Whether you want to limit our use, disclosure or both;
- o To whom you want the limits to apply, for example, disclosures to your spouse.

You also have a right to request that a health care item or service not be disclosed to your health plan for payment purposes or health care operations. We are required to honor your request if the health care item or service is paid out of pocket and in full. This restriction does not apply to use or disclosure of your health information related to your medical treatment.

- **Right to Request Confidential Communication.** You have the right to request that we communicate with you about medical matters in a certain way or at a certain location.

*For example:* You can ask that we only contact you at work or by mail. To request confidential communications, you must make your request in writing. We will not ask you the reason for your request. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

- **Right to Be Notified of Breach.** We will notify you if we discover a breach of your unsecured protected health information.
- **Right to a Paper Copy of This Notice.** You have the right to a copy of this notice. You may ask us to give you a copy at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice.

**I hereby acknowledge that I have been provided with a copy of this facility's Notice of Privacy Practices.**

|   |   |      |
|---|---|------|
| Patient Signature or Legal Representative | Date  | Time |
| Relationship to Patient                   | Interpreter, if utilized                        |      |
| Witness                                   | If Telephone Consent, Second Witness' Signature |      |

## TERMS AND CONDITIONS

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**Diagnostic Clinic of Longview** (the "Practice") offers its patients the use of a web page portal (the "Portal") as a courtesy. The Portal uses encryption to reduce the risk that unauthorized persons will read communications, information or attachments in the Portal. Only someone who knows the correct password or token to log in to the Portal is authorized to use the Portal.

To access the Portal, you should contact the Practice to enroll in the Portal. The Practice will then enter your name, address, phone number and email address into the Portal software and will provide you with your access code to the Portal

You will receive an email containing a link to the Portal's web site. (Call the Practice's office if you do not receive this email within 72 hours of submitting your enrollment forms.) Click on the link in this email to access the Portal's web page. You will need your access code in order to complete this step.

When you sign the Terms and Conditions of Use and when you use or access the Portal, you acknowledge that you: (a) have read and understood the Terms and Conditions of Use and agree to be legally bound by that Agreement; and (b) are at least eighteen (18) years old and have the legal authority to agree to the provisions. The Terms and Conditions of Use are provided on the Portal web site for your convenience. You should review these Terms and Conditions of Use because they may be revised from time to time, and will not be sent to you. Your continued access and/or use of the Portal will be your agreement to the new Terms and Conditions.

These Terms and Conditions of Use apply only to your use of the Portal and do not apply to any other activities by the Practice.

### IMPORTANT INFORMATION REGARDING THE PORTAL

- Do Not use the Portal for emergency communications with the Practice.
- **In an emergency, call 911** or go to the nearest emergency room.
- You should normally allow up to 72 business hours to receive a response from your physician or the staff to your communications and requests, although depending on the communications volume, a longer period of time may be required before you receive a response.
- The Portal does not provide medical advice, internet-based medical care or treatment or other medical services. A diagnosis can be made and treatment rendered only by your physician. Always seek the advice of your physician or other qualified health provider with any concerns you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because you have consulted the Portal.

## PORTAL FEATURES

- **Access to Health Information:** You may view a clinical summary concerning your most recent office visit, as well as certain designated lab and other test results and other information that the Practice makes available. The Practice may modify or delete information made available in the Portal from time to time. The information on the Portal is not your complete medical record.
- **Appointment Requests:** You may request an appointment at our office. This is a request only, and the office staff will contact you via the Portal's messaging system or by phone with an actual scheduled appointment day and time. You can also view and print directions to the Practice via the Portal.
- **Educational Resources:** You may research and view educational resources on various topics listed in the Portal's library. These images, graphics, and information (the "Content") are provided by third parties for your convenience and for informational purposes only. The Practice does not endorse or make any representations or warranties about any Content, its accuracy or any results that may be obtained from relying on the Content. The Content is not a substitute for professional medical advice, diagnosis, treatment and/or care.
- **Messages:** You may send messages to your physician or the staff, and you may view and respond to messages they send to you. These messages may address requests for test results, routine follow-up questions concerning a specific condition, billing matters, etc. Communications regarding sensitive subject matters, including (but not limited to) mental health, HIV , or drug or alcohol abuse are not permitted through the Portal. In addition, you should not use the Portal for any time-sensitive matter or concern.
- **Changes:** Practice may change, suspend or discontinue, impose limits on, or restrict your access to parts or all of the Portal and/or the information on the Portal at any time.
- **Download and Transmit Information:** You may download your information to your personal computer or an electronic media device, or transmit your information to a third party.

## Etiquette When Using the Portal System

- Confirm that your name and other personal information contained in a message is correct.
- Review the message before sending it to make sure that it is clear and that all the relevant information is included. The system will send a notification to your email address when a message has been sent to you in the Portal.
- Your physician or the staff, in their judgment, may decline to respond to a communication, or to lengthy communication requests, and may instead ask you to schedule an appointment at the office concerning the matter.
- You are responsible to update your contact information with the office as soon as it changes, including the email address you designate for messages outside of the Portal system.
- Although your physician or the staff will use reasonable efforts to respond within one (1) business day, you are responsible to monitor whether you have received a response to your requested

communication. If you have not received a response to a communication request, you should call the office.

## **Rules for Safe Use of the Portal**

Information available in the Portal is encrypted, which is a way of protecting electronic information. While encryption reduces the risk that someone else will see your information, there are some risks to you that you should understand before signing up for the Portal. Some helpful things to keep in mind include:

- Do not store, send or access information on your employer-provided computer or hand-held device. Your employer may have the ability to access your personal information on computers or devices owned by the employer.
- Use a screen saver or close the Portal so that others nearby cannot read the information.
- Keep your username and password safe and private. Do not give your username and password to anyone else.
- If you think someone has learned your password, you should promptly change it by following the instructions provided to you by the Practice.
- Be careful when using a public computer or mobile device to access the Portal due to increased security risk. Be sure you log out of the Portal when you complete your session.
- Electronic messages from you to your physician or any office staff should be through the Portal. Messages outside of the Portal system are not secure. Your physician and the office staff will normally send electronic communications only through the Portal's system, except as noted otherwise in the Terms and Conditions of Use.
- Any of the Practice's staff may read your messages or reply to you, so that you may receive a response in a timely manner.
- The Practice will treat your medical information in accordance with its Notice of Privacy Practices.

The Practice, its physicians and staff are not responsible to you if you do not follow the Rules for Safe use of the Portal. You are responsible for any activity that occurs as a result of permitting another person or entity to use your username and password or the username and password of those you designated to have authorized access to your information on the Portal.

## **Access, Use of Online Communications and Conditions of Participation**

- The Portal is offered by the Practice, as a courtesy and as an optional service.
- Use of the Portal is restricted to current patients.
- Online communication does not replace any of the other ways in which you can communicate with your physician; it is an additional option. You are encouraged to contact the office via telephone, mail or in person if you need further assistance.
- The Practice does not guarantee that the Portal system will be accessible 24 hours a day, 7 days a week. The Portal system may become unavailable, without advance notice to you, due to routine maintenance or due to circumstances beyond the control of the Practice. The Practice may suspend

or terminate operation of the Portal and may suspend or terminate an individual's use without advance notice. The Practice and its physicians and staff shall have no liability or responsibility to any patient or other person authorized by the patient who is unable to access the Portal system for any reason.

- The Practice will adhere to all applicable State and Federal laws regarding minors and emancipated minors access and use of the Portal.
- If you receive access to health care information which is not yours, you must immediately stop viewing such information and immediately notify the Practice via a secure message on the Portal or by phone call.

## **Discontinuing Use of Portal**

- You may discontinue your use of Portal at any time by contacting the provider's office to request this change.
- Portal access may be disconnected after 12 months of inactivity. You may contact the Practice to request reinstatement of your access or the access of your designees.

## **Intellectual Property**

All rights, title and interest in and to the Portal and in the Content are the sole and exclusive property of the Practice, its licensors and/or other third parties. The Portal is protected by the copyright laws of the United States and other intellectual property laws. Nothing in the Terms and Conditions of Use transfers any proprietary rights to you. You agree that all right, title and interest in and to any Content provided by third parties is the property of the respective third party content owners and may be protected by applicable copyright or other intellectual property laws.

## **Limitations of Liability**

NEITHER PRACTICE NOR ANY OF ITS LICENSORS, AGENTS, CONTRACTORS OR SUBCONTRACTORS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS, USE OR INABILITY TO USE THE PORTAL, OR ANY ERRORS OR OMISSIONS IN THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. None of the Practice, any of its licensors, agents contractors or subcontractors shall be liable for any loss, injury, illness, damages or claims of any kind resulting from your failure to timely read messages you may receive through the Portal. YOU AGREE AND ACKNOWLEDGE THAT YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECT IN OR DISSATISFACTION WITH THE PORTAL IS TO CEASE TO USE THE PORTAL.

You agree to defend, indemnify, and hold harmless the Practice and its licensors from any and all claims, losses, damages, fines, penalties, costs, expenses, and liabilities (including, without limitation, attorneys' fees) in connection with or arising out of you: (a) violation or breach of any provision of the Terms and Conditions of Use or any applicable law or regulation, whether or not referenced herein; (b) violation of any

rights of any third party; and/or (c) your use or misuse of the Portal. In the event you violate the Terms and Conditions of Use, we reserve the right to seek any and all remedies available in law and in equity.

THE USE OF THE PORTAL IS SOLELY AT YOUR OWN RISK. ALL INFORMATION, INCLUDING ANY CONTENT, IS PROVIDED "AS IS", "AS AVAILABLE", AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. PRACTICE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ANY ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. THE PRACTICE MAKES NO WARRANTY THAT THE PORTAL WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

## **Miscellaneous**

The Portal and these Terms and Conditions of Use will be governed by and construed in accordance with the laws of the Diagnostic Clinic of Longview without regard to any principles of conflicts of laws. Venue with respect to any dispute between you and the Practice will reset exclusively in the state or federal courts located in Texas. You agree that any cause of action or claim that you may have must be made within one year of when the cause of action occurred. You acknowledge that the Terms and Conditions of Use is the complete statement of the agreement between you and the Practice with respect to the Portal and that there are no other prior or contemporaneous understandings, promises, representations or descriptions with respect to the Portal. There is no agency, partnership, joint venture, or physician-patient relationship between you and the Practice arising solely through the use of the Portal. If any provision of the Terms and Conditions of Use is invalid or unenforceable under applicable law, then it is, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. A waiver of a breach of any provisions to the Terms and Conditions of Use will not constitute a waiver of any other breach. You are not allowed to assign the Terms and Conditions of Use or any rights hereunder. The Practice will not be liable to you for any loss resulting from the failure of equipment, communications lines, unauthorized access, viruses, extraordinary weather, other acts of God, or any circumstance outside of the Practice's control.

By signing below you acknowledge that you have read and agree to comply with the Terms and Conditions of Use, which are attached. If you do not understand, agree or wish to comply with or do not consent to this Agreement (including, without limitation, its attachments), please do not sign this form. If you have any questions or need further information, please let us know before signing the form.



**PATIENT PORTAL CONSENT AND AGREEMENT:**

- I consent to electronic communication with my provider through the Portal.
- I have read or had explained to me the Terms and Conditions of Use, and I have been provided with an opportunity to ask questions and I fully understand the types of electronic communications that may be utilized.
- I understand that a copy of this agreement will be filed in my permanent medical records.
- I agree to follow the guidelines for electronic communications with my provider.
- I understand that the Portal is for non-emergency communication purposes.
- I understand the risk associated with electronic communication and that I am responsible for safeguarding my access information.
- I agree to inform the practice in writing if my electronic address changes.
- I understand that failure to follow the Terms and Conditions of Use may result in termination of electronic communications with the Practice.
- I understand that my access to the Portal requires my acceptance of the Terms and Conditions of Use. If I refuse to sign at this time, I understand that I may change that decision in the future and can contact the Practice to obtain access to the Portal.

Patient Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Email Address: \_\_\_\_\_

**I consent to Access for the Portal**

Patient Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Legal parents/guardians may have proxy access to their child's account (up through age 12). Under Texas law, parent/guardian access to the record of an emancipated minor may be denied pending authorization by the child. Adult patients (age 18 and older) determine to whom they would like to grant proxy access, and they must provide the necessary information to allow it.

Proxy's (parent/guardian) Printed Name: \_\_\_\_\_

Proxy's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**I refuse Access to the Portal**

Patient/Proxy Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Clinical Staff Signature (witness to refusal): \_\_\_\_\_