

**Skamania County Community Health**

710 SW Rock Creek Drive/PO Box 1492, Stevenson, WA 98648

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**CLIENT PORTAL TERMS AND CONDITIONS**

These terms and conditions constitute a binding agreement between you and Skamania County Community Health ("we," "us," or "our"). Credible Client Portal is an Internet service that allows our clients to: communicate with us; access their health records; view personal information; receive test results; read client educational material; receive email notifications; and access related services and content. Credible Client Portal is provided on behalf of us and our physicians, employees, managers, officers, directors, agents, and representatives. Skamania County Community Health is the intended third-party beneficiaries of this agreement and entitled to enforce all terms and conditions of this agreement. By accessing or using Credible Client Portal, you confirm that you agree to these terms and conditions. If you do not agree, then do not use Credible Client Portal. By agreeing to these terms and conditions, you acknowledge that you are at least 18 years of age, have parental consent or are legally emancipated, and that you are requesting access to Credible Client Portal. You acknowledge that Credible Client Portal is offered as a courtesy to our clients and agree that we may limit or discontinue your use of Credible Client Portal at any time for any reason.

**A. Minimum Requirements and Security**

1. This website uses encryption software. In order to use Credible Client Portal, you must have:

* a personal computer equipped with Internet Explorer 9 or 10;
* Internet access, a valid email account, software to receive and read email messages, and spam filters set to accept email from our domain; and
* Adobe Reader installed (to download a copy of Adobe Reader, please go to http://www.adobe.com/products/acrobat/readstep2.html).

2. While we use state-of-the-art security, no system can guard against risks of intentional intrusion or inadvertent disclosure of information. **When using Credible Client Portal, information may be transmitted over media that are beyond the control of the Skamania County Community Health and their contractors and subcontractors, which might not be secure.** For example, you might receive email, text, or telephone communications in connection with your use of Credible Client Portal, all of which are inherently unsecure and subject to disclosure to or access by third parties (e.g., if your phone is used by someone else, you do not keep your phone or email information up to date on Credible Client Portal and communications are misdirected, or the network or systems of a telecommunications provider are hacked). **Furthermore, electronic services such as those provided by the Skamania County Community Health, their contractors and subcontractors, and any telecommunications providers involved in the transmission of data are all inherently subject to failure and none of the foregoing can guarantee that their services will be provided without error or interruption at all times that you may wish to use those services. YOU HEREBY EXPRESSLY ASSUME THE 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 USE OF ANY SERVICE RELATED TO CREDIBLE CLIENT PORTAL.** Once information is received by us, your medical information will be treated as confidential and given the same protection that all of our other medical records are given.

**B. Security, Confidentiality, and Usage Guidelines for Credible Client Portal**

1. **YOU MUST NOT SEND ANY MESSAGES REQUIRING URGENT ATTENTION USING CREDIBLE CLIENT PORTAL.** Doing so may create a delay in your receiving necessary medical treatment and could result in loss of life, permanent injury, or significant deterioration in your health. If you believe that you have an urgent medical matter, you should call 911 immediately or proceed to the nearest emergency room. If the matter is not urgent but you need a response in less than two business days, please contact your clinician's office directly by telephone during our regular business hours.

**FOR ALL MEDICAL EMERGENCIES, IMMEDIATELY CALL 911**

2. Credible Client Portal is designed as a secure Internet-based environment through which you may receive confidential medical information about yourself. When you initially enroll to use Credible Client Portal, you will need to confirm your identity as well as establish an email address and confidential password for login credentials. Please **DO NOT SHARE YOUR PASSWORD** with anyone. Anyone with access to your password will be able to view your medical (protected health information) and financial information as if that person was you. Thus, when you give someone your password, you are authorizing that person to access your account, and you are responsible for all transactions that person performs while using your account. It is your responsibility to prevent disclosure of your password and to change your password if you feel that your security has been compromised. If you believe that your password has become known to an unauthorized person, please contact us for assistance 509-427-3850. You can change your Credible password at any time by filling out a “Request to Change Password” form at Skamania County Community Health.

1. You may request a Credible Client Portal account for yourself. You may not request or access a Credible Client Portal account for anyone else, except a parent or guardian may request and access an account on behalf of a minor child under the age of 13 or if a Power of Attorney is activated on behalf of an adult client. By accepting these terms and conditions, you certify that you are authorized to open or access the account you are requesting and that all information you have provided to us is true and correct to the best of your knowledge.

4.  **You MUST provide us with your email address when activating your Credible Client Portal account and keep your email address current** to ensure that you receive notification of newly released information in a timely manner. You may continue to receive communications via the United States Postal Service or other means from us.

5. We secure your personal information from unauthorized access, use or disclosure. The personally identifiable information you provide is maintained by us on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When personal information is transmitted from your PC and/or mobile devices to Credible Client Portal, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol. As a user of Credible Client Portal you hereby agree that you (and not the Skamania County Community Health) are solely liable for viruses, worms, Trojan horses, cancel bots, and other electronic mechanisms designed to destroy or impair the functioning of computer systems already residing on your PC and/or mobile device. It is your responsibility to protect your PC from a virus.

8. Cookies are used for system performance functionality. You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of Credible Client Portal services.

**C. Your Responsibilities**

1. Credible Client Portal is a communication service offered as a convenience to our clients. We reserve the right to change the terms, conditions, and notices under which Credible Client Portal is offered. By accessing or using Credible Client Portal, you further agree that any and all such modifications are effective and binding upon you immediately upon posting of the modified version. We reserve the right in the future to charge a fee for the use of Credible Client Portal. You will be notified in advance of any such change and asked to re-apply if you agree to the fee and wish to continue with Credible Client Portal service.

2. You understand that Credible Client Portal provides you with online access to some clinical information about you. You are solely responsible for any sharing of Credible Client Portal content that you intentionally or unintentionally communicate to others.

**D. Credible Client Portal Messaging**

1. By using Credible Client Portal, you acknowledge and agree that this messaging service is intended to facilitate communicating information regarding personal health matters. You agree not to use Credible Client Portal to post or send or post any illicit or offensive material.

2. You understand that your health care team may send you messages, test results, and other communications via Credible Client Portal as authorized in the sole discretion of your physician. These messages may contain information important to your health and medical care. It is your responsibility to monitor these messages. By entering your valid and functional email address at registration, you have enabled us to place your financial and medical information on your Client Portal account.

**E. Discontinuing Use of Credible Client Portal**

1. You may discontinue your use of Credible Client Portal at any time by:

* Not using Credible Client Portal, which means your information will remain on Credible Client Portal;
* Not using your access within one year; or
* To close your My Portal account, you may call 509-427-3850.

1. We reserve the right, in our sole discretion, to limit or discontinue your use of Credible Client Portal at any time and for any reason, including, but not limited to, your use of Credible Client Portal on behalf of another person.
2. You will be notified if your Credible Client Portal service is discontinued.
3. All clients over the age of 13 will be responsible for these Terms and Conditions. All clients over the age of 13 will designate to whom they delegate access to their information via Credible Client Portal. No Client under the age of 18 may have access to Credible Client Portal without the consent of their parent.

**F. Your Clinical Information**

1. As we provide your health care, we are required to maintain documentation of your medical history, current conditions, treatment plan, and all treatments given, including the results of all tests, procedures, and therapies. Credible Client Portal is an Internet application that enables a client to have secure web-based access to personal clinical information, as released by the treating physician. By using Credible Client Portal, you understand that not all of your medical, financial or billing records with us will be accessible through your Credible Client Portal account. Posting of information to your Credible Client Portal account is at the sole discretion of your individual physician(s).

2. All of our electronic medical records are subject to state and federal regulations governing the security and confidentiality of medical records.

**G. Site Access and Licenses**

1. We grant to you a non-assignable, non-sublicensable, terminable, limited license to make personal use of our website, Credible Client Portal, and the associated services in accordance with these terms and conditions. This license expressly excludes, without limitation, any reproduction, duplication, sale, resale, or other commercial use of the website, Credible Client Portal, or any of the associated services; making any derivative of the website, Credible Client Portal, or any of the associated services; and the collection and use of user email addresses or other user information (including, without limitation, health information or any data extraction or data mining whatsoever).

2. Failure to comply with any of the terms and conditions contained herein may result in revocation of your license and cancellation of your Credible Client Portal account, including the right to access information through Credible Client Portal. We reserve the right to report violations of law to appropriate law enforcement agencies and to pursue all other rights and remedies available to it under civil or criminal law.

**H. No Warranties**

This Credible Client Portal and the content contained herein and therein are provided by Skamania County Community Health on an "As Is" basis. **SKAMANIA COUNTY COMMUNITY HEALTH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF ITS SITES, OR THE CONTENT, PRODUCTS, OR SERVICES INCLUDED THEREIN. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, SKAMANIA COUNTY COMMUNITY HEALTH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND INFRINGEMENT.**

**I. Limitation of Liability**

1. Skamania County Community Health or any of their contractors or subcontractors shall not 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 Credible Client Portal.

3. If you have any basis for recovering damages from the Skamania County Community Health or its affiliates or vendors, you can only recover direct damages up to $10. You cannot recover any other damages, including consequential, lost profits, special, indirect, incidental, or punitive damages.

4. Some or all of these limitations or exclusions may not apply to you if your state, province, or country does not allow the exclusion or limitation of incidental, consequential, or other damages.

**J.General**

By using our website (including, but not limited to, Credible Client Portal), you agree that the laws of the State of Washington, without regard to principles of conflict of laws, will govern these terms and conditions and any dispute that might arise between you and Skamania County Community Health. You expressly agree that exclusive jurisdiction for any dispute with any of the Skamania County Community Health resides in the courts of Skamania County, Washington and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Skamania County, Washington, in connection with any claim involving Skamania County Community Health. Use of our website is unauthorized in any jurisdiction that does not give effect to the terms and conditions set forth herein.

**K. Agreement**

By initiating use of Credible Client Portal, I agree to the Terms and Conditions listed above.

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Patient, Parent or Legal Guardian Signature Relationship to Client (required) Date