



## AveraChart Patient Portal User Agreement

The AveraChart patient portal offers the patients of the facilities listed on [AveraChart.org](https://AveraChart.org) secure electronic access to portions of their medical record. This can be a valuable communications tool, but certain precautions should be used to minimize risks. In order to manage these risks we imposed some terms and conditions for participation. By selecting 'Accept' at the bottom of this page, you demonstrate that we informed you of these risks and you agree to the conditions of participation, to include the Terms and Conditions, Privacy Policy that are subject to change.

We understand the importance of privacy with regard to your health care and we continue to protect the privacy of your medical information. The use and disclosure of medical information is described in the health facility's Notice of Privacy Practices. Contact the health facility for a copy of its Notice of Privacy Practices. Access to this secure web portal is an optional service and Avera may suspend or terminate it at any time for any reason. If access is suspended, we notify you as promptly as possible. By selecting 'Accept', you acknowledge that you understand the terms and conditions, agree to comply with them and that we answered all of your questions to your satisfaction. If you do not understand or do not agree to comply with these terms and conditions, please choose to 'Decline' at the bottom of this page. If you have any questions we will gladly provide more information.

Avera provides this site for the exclusive use of its established patients and/or their proxy users. AveraChart is designed to enhance patient and physician communications. All users must be established by a previous visit to a facility using AveraChart, or must be a proxy for someone who previously visited a facility using AveraChart. We strive to keep all of the information in your records correct and complete. If you identify any discrepancy on your record, you agree to notify us immediately.

Additionally, by using AveraChart, the user agrees to provide factual and correct information. AveraChart does not reflect the complete medical record.

### Proxy access

To access the AveraChart record of a patient whose medical care the proxy helps manage, users can grant access through their own portal or the patient and their proxy needs to complete a proxy form. Completing this form establishes an AveraChart for the proxy and for the patient. Please note, the proxy accesses the patient's records through the proxy's access. A separate form must be completed for each patient and/or proxy.

- If the patient chooses to grant proxy access through their own portal, the patient can choose to checkmark which areas of the Patient Portal this person may access. Please note, only select the "Download Medical Record" checkbox if you authorize this proxy to download your entire medical record from the Patient Portal.
- The patient can revoke the proxy access to his/her AveraChart at any time by completing a proxy revocation form or by removing proxy access through the patient's portal.
- Proxy access to minors is deactivated on their 18th birthday except for the state of Nebraska where it deactivates on their 19th birthday.

I agree to comply with the terms and conditions on [AveraChart.org](https://AveraChart.org) and in this document. When my legal authority to act on behalf of the patient is deactivated, revoked, terminated or expired, I must immediately notify AveraChart in writing of the revocation, termination or expiration and mail it to your: Health facility, Attn: Health Information Management.

AveraChart provides the following services including, but not limited to:

- Appointment requests and appointment reminder
- Health Summary
- Visit history
- Results
- Medications
- Allergies and Conditions
- Reports
- Documents
- Immunization History
- Wellness Care
- Questionnaires
- Medical History
- Limited communication regarding ongoing treatment
- Billing Information

AveraChart is not intended to provide internet-based diagnostic medical services. The following limitations also apply:

- No internet based triage and treatment requests.
  - Diagnosis can only be made and treatment rendered after the patient schedules an appointment and SEES the doctor.
- No emergency communications or services.
  - Any emergency conditions should be seen at the closest emergency department or call 911.
- No new requests for narcotic pain medication are accepted, or requests to refill medication not currently being treated by the physician.

AveraChart is provided as a courtesy to our valued patients. If abuse or negligent usage of AveraChart occurs, we reserve the right at our sole discretion to terminate AveraChart offering, suspend user access or modify services offered through AveraChart.

### **Patient Acknowledgement and Agreement**

I acknowledge that I read and fully understand these terms and conditions. I understand the risks associated with online communication between my care team and me as the patient, and consent to the conditions outlined herein. I acknowledge that using AveraChart is entirely voluntary and does not impact the quality of care I receive from Avera if I decide against using the AveraChart.

In addition, I agree to adhere to the terms and conditions set forth herein, as well as any other instructions or guidelines that my physician may impose for online communications. I had the opportunity to ask questions related to AveraChart and these terms and conditions. All of my questions were answered.