

Florida Department of Health

Florida Health Connect Patient Portal

Data Use Agreement Terms and Conditions

Agreement

BY USING THE FLORIDA DEPARTMENT OF HEALTH'S PATIENT PORTAL, YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE FLORIDA DEPARTMENT OF HEALTH'S PATIENT PORTAL.

Important Notices

This Data Use Agreement("Agreement") is a legal agreement between you ("you", "your" or "Consumer") and the Florida Department of Health that sets forth the terms and conditions for your use of the Florida Department of Health, Florida Health Connect Patient Portal (the "Portal"). As a Consumer participating in the Portal, you will have the ability, via the Portal, to manage, access and direct your personal health information, including information contained in your medical records, to your health care providers who use the Florida Department of Health, Florida Health Connect Patient Portal (collectively, the "Service"). The Florida Department of Health may amend or change the Services offered or the terms of this Agreement any time, at the Florida Department of Health's sole discretion, by posting updated terms and conditions within the Portal. By accessing and utilizing the Service, you acknowledge and agree that: 1) you have read, are solely responsible for, and shall abide by, the terms of this Agreement, including any revisions thereto, and 2) you will not use the Service or the Portal in any way that violates the terms of this Agreement and/or is against any applicable law.

NOTE: Use of the Service and the Portal does not constitute, nor should it be considered, medical advice from a health care professional. The information contained in the Portal is for informational purposes only and should not be considered a substitute for the medical records created and maintained by your health care provider(s). If you have a question regarding any medical/physical conditions, treatments or diagnoses, please consult your Physician or other healthcare provider. Never disregard professional medical advice or delay in seeking it because of something you have read on the Portal. IN CASE OF A MEDICAL EMERGENCY, PLEASE CALL 911.

Your Permission to use the Florida Department of Health, Florida Health Connect Patient Portal:

The Florida Department of Health hereby gives you permission to use the Portal, subject to the conditions and limitations set forth in these Terms. You may only access or view your own personal health information contained on the Portal to the extent permissible under all applicable federal and state laws and regulations regarding all privacy of patient information. The personal health information viewed through the Portal is strictly confidential and is subject to the protections of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HITECH Act, and the privacy and security regulations promulgated pursuant to HIPAA, including, but not limited to, 45 C.F.R. Parts 160 and 164 Subparts C and E, as may be amended at any time. Personal health information viewed on the Portal may include genetic information, as that term is defined by the Genetic Information Non-Discrimination Act of 2008. You may not:

- Use, reproduce or copy part or all of the content of the Portal except as expressly permitted by the terms of this Agreement and/or applicable law
- Delete or change any proprietary notices from materials downloaded or printed out from the Portal
- Use the content of the Portal for the benefit of a third party, other than the subject patient, except as contemplated by these Terms
- Provide or transmit any data or other content from the Portal to a third party, except as specifically provided by these Terms or in compliance with the law
- Incorporate any data or other content from the Portal in a product designed, developed, sold, marketed or licensed by you or on your behalf
- Use the Portal in a manner contrary to any applicable law

You agree that you will destroy or delete any protected health information that is misdirected to you, mistakenly received by you, and/or inappropriately disclosed to you. You agree to inform the Florida Department of Health of such inappropriate disclosure and agree that you will not forward or otherwise further disclose the information. You further agree that you will promptly inform the Florida Department of Health of any issues relating to the content or timeliness of information provided through the Florida Department of Health's systems.

Although the Florida Department of Health attempts to maintain the integrity and accuracy of the information on the Portal, we make no guarantees as to its correctness, completeness, or accuracy. The Portal may contain typographical errors, inaccuracies, or other errors or omissions. The Florida Department of Health does not allow access to portal accounts for individuals under the age of 18.

Either you or the Florida Department of Health may terminate your access to the Portal at any time, with or without cause, without any notice. The Florida Department of Health may terminate your access to the Portal immediately if you breach any of the Terms in this Data Use Agreement. In addition, the Florida Department of Health may immediately terminate your access to the Portal if you have not used the Portal at all for a period of twelve (12) months. You acknowledge and agree that in the event your use of the Service or the Portal is terminated, for any reason, the Florida Department of Health is not obligated to return to you any records stored in the Florida Department of Health Patient Portal Database.

The Florida Department of Health is the owner or licensee of all rights in the Portal, its content, software, and services, including templates, forms, images, graphics, icons, screens and other materials. You have no rights to such content, software or services except as expressly granted in these Terms. You may not modify, distribute, copy, transmit, reproduce, display, publish, license, create derivative works from, transfer or sell any information, software, products or services obtained from the Service or through the Portal. The Florida Department of Health and the logos or other proprietary marks of the Florida Department of Health's licensors and partners are trademarks of the Florida Department of Health or its licensors and partners. No right, interest or title in those trademarks is granted to you in these Terms. The posting of information on the Portal is not a waiver of any of the Florida Department of Health's proprietary rights, including copyrights, trademarks, service marks, patents and other intellectual property.

Release of Liability, Indemnification

You agree to be solely responsible for your use of this Portal and for creating and maintaining the confidentiality of your unique username and password. You agree that you will not provide your unique username or password to any other person. You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your password or account. You understand you are responsible for promptly changing your password if you feel it has been compromised. You agree that you will cooperate fully with any investigation that arises from the Florida Department of Health's monitoring of the system. The Portal provides access to general educational information; you understand and agree that such information is not to be used as a substitute for the medical judgment of a qualified health care professional.

In consideration for the Florida Department of Health permitting you to use the Portal, you expressly release and hold harmless the Florida Department of Health, its trustees, officers, directors, employees, agents and affiliates from any and all claims, liabilities, demands, causes of action, expenses, costs, and damages of every kind and nature, in law, equity, or otherwise, arising out of or in any way related to your use of the Portal, whether arising from any acts or omissions by the Florida Department of Health.

In addition, you will indemnify and hold harmless the Florida Department of Health, its officers, directors, agents, affiliates, and employees, against all actual and direct losses, liabilities, damages, claims, costs or expenses (including reasonable attorney's fees) they may suffer as the result of third party claims, demands, investigations, actions, settlements or judgments against them arising from or in connection with your breach of these Terms, or from any claim of any nature or any wrongful acts or omissions, by you.

The provisions of this section entitled "Release of Liability, Indemnification" shall survive termination of this agreement.

The Florida Department of Health is not responsible for any links to or from other sites.

This Portal may contain links to other Web sites, and other Web sites may provide links to this Portal. These links are provided for your convenience only. The Florida Department of Health does not control these other sites and assumes no liability or responsibility for them, including any content or services provided to you by such sites. You should not consider any link to or from another site as an endorsement of that site by the Florida Department of Health.

You Agree that the Florida Department of Health May Use and Disclose Certain Information About You.

You agree that, should you elect to supply it, the Florida Department of Health may use your name, email address, physical address, or other data to communicate with you. You may request to have this information modified or deleted from our records. The Florida Department of Health may use this information as necessary to enforce the Terms of this Data Use Agreement.

You further agree that the Florida Department of Health may use the information for its internal business purposes and disclose the information to third parties who are performing services on its behalf. The Florida Department of Health will not otherwise share this information with any other party.

This Agreement is governed by Florida Law. Accordingly, these Terms shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of law principles.

Any action against the Florida Department of Health must be commenced in the State of Florida. You agree that the courts located in or serving the State of Florida shall have exclusive jurisdiction and venue over any action arising out of or relating to these Terms or your use of the Service. You waive any defense that a court located in or serving Florida, lacks personal jurisdiction over you, is an improper venue, or is an inconvenient forum.

Other Miscellaneous Provisions

These Terms constitute the entire and only understanding between you and the Florida Department of Health regarding your use of this Service. No modification or attempted modification of these Terms by you shall be binding on the Florida Department of Health unless made in writing and physically signed by an authorized officer of the Florida Department of Health. The Florida Department of Health may modify these Terms at any time.

Notices sent to you by the Florida Department of Health in connection with these Terms or your use of the Portal may be delivered to you by electronic mail, a general notice on the Portal, or by written communication delivered by first class U.S. mail.

These Terms are severable to the extent any term is deemed illegal, invalid or unenforceable. The Florida Department of Health 's failure to enforce any provision of these Terms shall not be deemed a waiver of that or any other provision of these Terms.

The parties to this agreement are independent contractors of one another; nothing herein shall be deemed to create any relationship of agency, partnership or joint venture between the parties.

You may not assign any of your rights and obligations arising under these Terms without the prior written consent of the Florida Department of Health; any attempted assignment not in compliance with this sentence shall be void.

Privacy Act, HIPAA, and HITECH Warning

Information contained in this system is subject to the Privacy Act of 1974, 5 USC 552a, as amended and the Health Information Technology for Economic and Clinical Health Act, 42 USC§ 17921 et seq. and 16 Del. C. Ch. 12. Personal information including but not limited to protected health information (PHI) contained in this system may be used only by authorized persons. Any individual responsible for unauthorized disclosure or misuse of personal information may be subject to fines, civil penalties and/or criminal prosecution.

Legal Disclaimer

SERVICES PROVIDED THROUGH AND INFORMATION CONTAINED ON THE SITE ARE PROVIDED "AS IS". THE FLORIDA DEPARTMENT OF HEALTH MAKES NO, AND HEREBY DISCLAIMS ANY, WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANT ABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE. FURTHER, THE FLORIDA DEPARTMENT OF HEALTH DISCLAIMS ANY WARRANTY THAT THE PORTAL WILL BE AVAILABLE AT ALL TIMES OR WILL OPERATE WITHOUT INTERRUPTION OR ERROR. THE FLORIDA DEPARTMENT OF HEALTH MAKES NO WARRANTY AS TO THE RELIABILITY, TIMELINESS, ACCURACY,

USEFULNESS, ADEQUACY, COMPLETENESS OR SUITABILITY OF THE SERVICES OR INFORMATION PROVIDED THROUGH THE PORTAL. TO BE CLEAR, IN NO EVENT SHALL THE FLORIDA DEPARTMENT OF HEALTH BE LIABLE FOR ANY DAMAGES RESULTING FROM YOUR INABILITY TO ACCESS OR USE THE SERVICE OR THE PORTAL DUE TO THE FAILURE OF YOUR DEVICE, OPERATING SYSTEM OR YOUR INABILITY TO ACCESS SUFFICIENT TELECOMMUNICATIONS/INTERNET CONNECTIVITY.

All questions regarding the Florida Department of Health, Florida Health Connect Patient Portal can be directed to the Patient Portal Help Desk by emailing FHCPortalSupport@flhealth.gov.