

**Northland Counseling Center, Inc. Client Portal Terms and Conditions of Use**

**IF YOU WISH TO USE the Northland Counseling Center, Inc. (NCC) Client Portal, YOU MUST READ AND AGREE TO THE FOLLOWING CLIENT PORTAL TERMS AND CONDITIONS OF USE:**

Welcome to the Client Portal (Credible) sponsored by Northland Counseling Center, Inc. (NCC) Credible Client Portal is an internet application that allows secure web-based means of communication between a Client and his/her NCC provider listed on the Client Portal for **non-urgent messages** and allows a Client a secure means to view parts of his/her NCC electronic medical records over the Client Portal.

Use of the Client Portal is optional. Your user name and password protect the confidentiality of your health information. Please **DO NOT** share your **user name and password** with anyone. If you share your user name and password with anyone, you will compromise the security of your communications via the Client Portal. **Only you can protect your user name and password**. Please do so.

Please carefully read these Terms and Conditions of Use. BY checking the “AGREE” IN THE SPACE AT THE END OF THIS DOCUMENT, YOU ARE AGREEING TO BE BOUND BY THE CLIENT PORTAL TERMS AND CONDITIONS OF USE. IF YOU DO NOT AGREE TO THE CLIENT PORTAL TERMS AND CONDITIONS OF USE, YOU MAY, ELECTRONICALLY, CLICK "DISAGREE/DECLINE". **IF YOU CLICK “DISAGREE/DECLINE” YOU WILL NOT BE GRANTED ACCESS TO USE THE CLIENT PORTAL**.

Copies of portions of your medical record are stored by Credible on this Client Portal. Each use of this Client Portal by you constitutes your confirmation of all the personal data you provided to be able to enroll in the Client Portal and your request for and authorization of the release of those portions of your medical records to you. The only information available to be released to you via this Client Portal is portions of your medical record as determined by Northland Counseling Center, Inc. policies. The remainder of your medical record is available through Northland Counseling Center, Inc. Medical Records department which you may contact by calling 218-326-1274 and the release thereof is subject to Northland Counseling Center, Inc. policies and procedures, appropriate authorizations and applicable law.

If you wish to revoke your authorization to release medical information to you via this Client Portal, you must un-enroll pursuant to Part 1, paragraph 6 of these terms and conditions of use. This Client Portal is provided by Credible Software Company, "we", "us", or "our." The term "you" or "your" refers to Northland Counseling Center, Inc. authorized viewers or users of this Client Portal. Northland Counseling Center, Inc. and its satellite offices are a non-profit health system that owns and operates community mental health centers and chemical dependency treatment centers.

This Client Portal is owned and maintained by Northland Counseling Center, Inc., a Minnesota non-profit company.

This document consists of 4 additional parts - Parts 1 through 4. It is both an AGREEMENT between you and us and also our policy in making this Client Portal available to you.

* **Part I:** The services provided through the Client Portal.
* **Part 2:** Secure Messaging Guidelines and Your Responsibility
* **Part 3:** Client Portal’s Privacy and Security Practices.
* **Part 4:** Other Terms and Conditions of the Client Portal.

**Part 1: The Services Provided Through the Client Portal**

**1. This Client Portal provides access to health information and secure messaging tools but does not replace your provider.** We hope the health information provided to you will help you work more closely with your health care providers in making decisions about your care. The information and online services we provide through this Client Portal are not meant to replace the advice and care you receive from your provider.

The Client Portal is not a substitute for appropriate and timely contact with your provider. You should not stop or change any course of treatment recommended by your provider before discussing with him or her.

The information and means of communication provided through this Client Portal are for non-emergent / non-urgent purposes only.

**2. DO NOT ATTEMPT TO ACCESS EMERGENCY CARE OR URGENT CARE THROUGH THIS CLIENT PORTAL.** IF YOU THINK YOU HAVE A MEDICAL OR PSYCHIATRIC EMERGENCY, CALL 911 IMMEDIATELY OR GO TO THE NEAREST HOSPITAL.

**3. The Client Portal provides the following services:**

**A. Your health information**. This Client Portal provides you with copies of portions of your health information. The health information provided through the Client Portal is not a complete copy of all your health information. The Client Portal provides secure access to copies of health information created by your providers. The information does not represent the totality of your medical record and should not be relied upon as a complete representation of your health status, as it represents only a portion of such information.

You understand that you are solely responsible for any sharing of your health information you intentionally or unintentionally communicate to others.

**B. Secure Messaging Tools.** This Client Portal provides various tools to facilitate secure non-urgent communications between you and some of your participating providers. Possible examples of secure messaging tools include appointment requests or medication refills.

**C. Health and Health Related links**. To provide you with resources, the Client Portal may contain links to Northland Counseling Center, Inc. and non-Northland Counseling Center, Inc. websites or services. Unless we state otherwise, providing a non-Northland Counseling Center, Inc. link does not mean the link may be of benefit to you or that it is approved by Northland Counseling Center, Inc. We select the sites we link to with care, but we do not promise anything about them.

We have no responsibility for the information on those sites. When you do choose to link to an external site, you will be clearly advised that you are exiting our site.

4. **Not all of your health care providers use the Client Portal, so they may not be aware of information that is in your Client Portal**. It is your responsibility to advise your providers, doctors and other health care providers of **ALL** of the doctors and health care providers you have consulted and the course of treatment they have recommended for you as well as of all test results and other matters related to your health status.

**5. Children**. An individual must be eighteen (18) years of age or older to request an account to use the Client Portal. We do not knowingly allow anyone under the age of eighteen (18) to create accounts that allow access to the secured features of this site. If we determine that someone under the age of eighteen has created an account using incorrect information regarding their age, we may disable the account.

**6. Un-enrolling**. If you want to discontinue your use of the Client Portal, you agree to contact Sara Rodriguez at srodriguez@northlandcounseling.org and follow the instructions to un-enroll. You understand that if you do this, you will no longer be able to use or access the Client Portal and your account on the Client Portal will be closed. You understand that any information stored in the Client Portal at the time your account is closed and will be archived in our database.

**7. Data integrity and correction**. Requests to view and correct personal information on this Service that is documented in your medical record may be submitted by contacting support staff at the location you are obtaining services.

**Part 2: Securing Messaging Guidelines and Your Responsibility**

**1. Please DO NOT SHARE your user name and password with anyone**.

**2. Please DO NOT send any messages requiring emergent or urgent attention**. The Client Portal is not for emergencies or urgent care needs. In the case of emergency, please call 911 or go to the nearest hospital. Typical turnaround time for responses is one (1) to two (2) business days.

**3. You agree that all communication through the Client Portal will be about you and your own health**. The content of any message may be stored in your medical record and asking for advice or information about another person could potentially be harmful to you and is a violation of this Agreement.

Northland Counseling Center, Inc. does not assume responsibility for health information used by persons other than the Client Portal enrollee.

**4. The securing messaging feature should not be used for medical questions.** It may only be used to request a refill of an existing prescription or to request a non-emergency appointment (depending upon the features that available).

**5. Clients who use the Client Portal may receive information via e-mail in regards to information available in Client Portal**. This means that any person with access to the client’s email account may see this information. This could include your spouse, employer or anyone else with access to your email account.

Although, no specific medical information will be included in the email, the notification that new information is available on the Client Portal may be information that you would not want others to know. You should keep this in mind when providing an email account. If others have access to your email, and if you do not want them to be aware of these email notifications, then you should not enroll in the Client Portal.

**6. Your secure messages may be viewed and read by your providers, other health care providers, administrators and others who work with your providers**. Once your message is received in the Client Portal, either the provider you have selected or the provider’s support staff assigned to help manage messages may read them. Therefore, you may not wish to use the Client Portal for sensitive information you wish to discuss directly with your health care provider.

**7. We are only able to respond to your messages based on the information you provide**. If you do not include sufficient information, your health care provider may not be able to communicate with you via the portal and may request that you call the office or schedule an appointment.

**8. Communication and secure messages sent via the Client Portal may be included in your medical record.**

**Part 3: Client Portal’s Privacy and Security Practices / Northland Counseling Center, Inc. of Privacy Practices**

This Part 3 describes how we protect your privacy as a patient and user of this Client Portal and the security measures in place to protect your information. If you are a Client of Northland Counseling Center, Inc. you have certain rights associated with your health information.

These rights are established under state and federal law. For a more complete description of a client’s rights under state and federal law, please refer to the Northland Counseling Center, Inc. Privacy Practices.

**1. Unique User Name and Password**. You will define your own unique user name and password in order to access the Client Portal. You agree not to share your user name and password to the Client Portal with anyone else. You acknowledge your understanding that by sharing your unique user name and password, another person may be able to see your health information and communications on the Client Portal.

**2. Access requirements**. When you are provided access to define your unique user name and password by Northland Counseling Center, Inc., you are authorized to access and use the Client Portal in accordance with these Terms and Conditions of Use and in compliance with all applicable laws, rules and regulations.

**3. Responsibility for user name and password**. You are solely responsible for any activities related to your user name and password.

You will immediately report to Northland Counseling Center, Inc. / Sara Rodriguez @ srodriguez@northlandcounseling.org if any of the following occur:

* Any inappropriate access to your account
* Any loss or disclosure of your user name or password
* Any suspected or actual inappropriate access to or disclosure of treatment-related information or patient-related files

**4. Right to revoke user name and password.** Northland Counseling Center, Inc. reserves the right to revoke your access to the Client Portal at any time in its sole discretion. You will be notified if we discontinue your access to the Client Portal.

**5. Environmental appropriateness**. You are solely responsible for choosing an appropriate environment from which to log into the Client Portal.

**6. Logout**. You shall always log out of the Client Portal before leaving your computer.

**7. Wireless.** If you access the Client Portal using a wireless device, you are solely responsible for the security of the session.

**8. Client Portal Security**. We do not sell or rent any personal information we receive through your use of this Client Portal. This Client Portal has security measures in place to help protect against the loss, misuse, or alteration of information under our control. These measures include encryption of data using the Secure Socket Layer (SSL) system, and using a secured messaging service when we send you personal information electronically.

Despite these measures, the confidentiality of any communication or material transmitted to or from us via this Client Portal by internet or e-mail cannot be guaranteed.

**9. Site Visitor data.** Northland Counseling Center, Inc. monitors the Client Portal including from time to time frequency of usage, issues with usage and other specific usage.

**10. Evaluation and research**. We will periodically ask users to complete surveys asking about their experiences with features of the Client Portal. Our surveys may ask visitors for demographic information such as age, gender, and education, but will not request in such surveys that users provide specific information about any medical condition. We use survey information for research and quality improvement purposes, including helping Northland Counseling Center, Inc. improve the Client Portal. In addition, users giving feedback may be individually contacted for follow-up due to concerns raised during the course of such evaluation.

**11. Disclosure.** We may disclose personal information in accordance with the Health Insurance Portability and Accountability Act and the Northland Counseling Center, Inc. Privacy Practices.

**Part 4: Other Terms and Conditions of the Client Portal**

**1. Client Portal is a Private Network**. This Client Portal is a private internet application provided and maintained by and proprietary to Northland Counseling Center, Inc., on behalf of itself and its subsidiaries. Unless we have specifically authorized you to access the Client Portal, it is a violation of state and federal law to access the private computer network of another, such as this Client Portal. Use of another’s user name and password is not permitted and does not amount to authorization to use this Client Portal.

**2. Client Portal Rules.** We reserve the right to promulgate rules and regulations pertaining to the use of the Client Portal. You agree to comply with such rules and regulations.

**3. Updating this Terms and Conditions of Use**. By accessing or using the Client Portal you agree to be bound by these Terms and Conditions of Use, which we may modify at any time, and you agree that such changes are effective immediately upon posting of the changed version on the Client Portal. Any revised Terms and Conditions of Use will apply both to information we already have about you at the time of the change, and any personal information created or received after the change takes effect. We encourage you to periodically reread these Terms and Conditions to see if there have been any changes to our policies that may affect you. The date of the most recent update will be clearly posted at the end of this Agreement.

**4. Client Portal revisions, changes, updates and improvements**. We may make revisions, changes, updates and/or improvements in products and/or services provided on the Client Portal and described in these Terms and Conditions of Use or add new features at any time without notice.

**5. Investigations, Security Review and Audit**. You agree to cooperate with investigations, security reviews or audits related to use of the Client Portal conducted by Northland Counseling Center, Inc.

**6. Minimum requirements**. You may access the Client Portal at any time via your personal computer or lap top computer, after enrollment.  Northland Counseling Center, Inc. is not responsible for any computer/software upgrades that it would require to run this application.  You are solely responsible for keeping your computer secure, including updating it and its applications with required upgrades, updates and security patches available from third parties.

**7. Client Portal unavailability.** There may be times when the Client Portal is unavailable due to technical errors or for maintenance and support activities. We shall make reasonable efforts to limit such activities to off-peak hours.

**8. Warranty Disclaimer.** THIS SITE AND ITS CONTENT AND 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, AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, SITE-RELATED SERVICES, AND HYPERLINKED CLIENT PORTALS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY HEALTH SYSTEM NAME NOR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY NOR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

**9. LIMITATION OF LIABILITY**. **Northland Counseling Center, Inc**. ITS PARENT, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES, AGENTS AND CONTRACTORS AND ANY OTHER THIRD PARTIES MENTIONED ON THIS SITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM PERSONAL INJURY, LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES AND PRODUCTS, CONTENT OR INFORMATION CONTAINED WITHIN THE "SITE," AND/OR ANY HYPERLINKED CLIENT PORTAL, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, AND/OR HYPERLINKED CLIENT PORTALS IS TO STOP USING THE SITE AND/OR THOSE SERVICES. IF AND TO THE EXTENT APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEN THE ABOVE LIMITATION OR EXCLUSION WILL BE LIMITED AS REQUIRED BY APPLICABLE LAW

**10. Copyrights**. Except as otherwise indicated, all content on this site is the property of Northland Counseling Center, Inc. and/or its satellites and is protected by law and may not be used by you except in connection with your usage of the Client Portal in accordance with these terms and conditions.

**11. Trademarks and service marks**. The names, words, symbols, and graphics representing Northland Counseling Center, Inc. are the trademarks or registered trademarks of Northland Counseling Center, Inc. and protected by trademark laws of the U.S.A. and other countries. Other proprietary names, words, symbols and graphics may be designated as such from time to time on this site through use of the TM, SM, or ® symbols. Users of this site are not authorized to make any use of the Northland Counseling Center, Inc. marks, including, but not limited to, as metatags or in any other fashion which may create a false or misleading impression of affiliation or sponsorship with or by Northland Counseling Center, Inc.

**12. Infected or Corrupted Materials**. To the extent files are available for down load through the Client Portal, you understand that Northland Counseling Center, Inc. and the Provider cannot and does not guarantee or warrant that such files will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties.

**13. No waiver**. No delay or failure to require performance of any provision of the Terms and Conditions of Use shall constitute a waiver of the performance of such provision. Any waiver granted by a party must be in writing, and shall apply solely to the specific instance expressly stated. A waiver of any term or condition of this shall not be construed as a waiver of any other terms and conditions of this Terms and Conditions of Use, nor shall any waiver constitute a continuing waiver.

**14. Choice of law**. By visiting or using the Client Portal, you agree that the laws of the state of Minnesota, without regard to principles of conflict of laws, will govern this Terms and Conditions of Use and any dispute of any sort that might arise between you and Northland Counseling Center, Inc., or any of our affiliates. You agree not to commence or prosecute any action in connection therewith other than in the state and federal courts of Minnesota, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non convenience with respect to venue and jurisdiction in the state and federal courts of Minnesota.

**15. Questions, complaints, and contacts**. If you have any questions about the Client Portal or this Terms and Conditions of Use, including your rights under this document, you can contact Northland Counseling Center, Inc. during normal business hours.

**TERMS AND CONDITIONS OF USE DATE**: 08/19/2020