

myChart Video Visits Terms and Conditions

UMass Memorial is pleased to offer our patients Video Visits through the myChart patient portal subject to the terms and conditions set forth below. Please read the following information carefully.

A Video Visit is a way for a patient to have a real-time interactive audio and video visit with his or her provider through a secure video link. A Video Visit may eliminate the need to see your provider in the office, saving you time and permitting you to maintain social distancing when your health or your provider's might be at risk. However, a Video Visit may not be a substitute for all office visits. In some circumstances, your provider may determine that an in person visit is necessary to provide you with care.

To be eligible to initiate a Video Visit you must have a myChart account as a UMass Memorial patient, authorized parent/legal guardian, or as a myChart Proxy. If you are under 18, or have a legal guardian, that person should be present during the Video Visit. You must be physically present in Massachusetts at the time of the Video Visit.

Your continued use of this portal and initiation of a Video Visit will indicate you agree to and are bound by the terms and conditions set forth below. You must agree to be bound by these terms and conditions, in order to initiate a Video Visit.

Video Visits Use

YOU ACKNOWLEDGE THAT A myChart Video Visit IS NOT DESIGNED, INTENDED OR APPROPRIATE TO ADDRESS SERIOUS, EMERGENCY OR LIFE-THREATENING MEDICAL CONDITIONS AND SHOULD NOT BE USED IN THOSE CIRCUMSTANCES.

If you believe you are experiencing a life threatening health condition you should telephone your provider, go to an emergency room, or call 911.

Video Visits can be used for routine visits with your provider. You should still use MyChart messaging if you would like to request a medication refill or referral or if you have a general medical question.

Benefits of Video Visits can include:

- Improved access to medical care by enabling a patient to remain at his or her home while consulting a provider.
- Avoiding potential exposure to infection inherent in an in person visit.
- More efficient medical evaluation and management.

Risks of Video Visits can include:

- Delays in medical evaluation and consultation or treatment may occur due to deficiencies or failures of the equipment or the need to switch from a Video Visit to an in person visit because your provider determines that a Video Visit is not sufficient to diagnose or treat your condition.
- There is a very low risk that our strong security protocols could fail, causing a breach of confidentiality.

You understand that a myChart Video Visit offers an opportunity to interact with your provider by audio and video connection and obtain diagnosis and treatment recommendations for a number of medical conditions, but only in circumstances where a UMass Memorial provider, based on the information you provide, determines that treatment can be provided without an in-person examination.

You understand that not every presentation of a condition is appropriate for a myChart Video Visit and that in some cases and based on the information you provide, the scheduler or your provider may direct you to contact your provider's office for an in-person examination.

All UMass Memorial Video Visit providers possess Massachusetts professional licenses and are credentialed by UMass Memorial Medical Center.

Availability

You acknowledge that myChart Video Visits are offered as a convenience to our patients and may not always be available due to system maintenance or failures. Access is provided on an "as available" basis and you are not guaranteed access at any particular time.

Scheduling & Check-In

Video Visits can be scheduled like other visits, through 855-UMASS-MD, based on provider enrollment and availability. Video Visits are available during your provider's regular business hours. E-check in is available.

Payment

Health insurers cover Video Visits like they cover in person visits with your provider. Depending on your insurance plan, you may be responsible for a copay for a Video Visit. Copays may be paid in advance of a Video Visit or you may elect to be billed.

Responsibility for Data Costs on Your Electronic Devices

You understand that you may incur data costs on your personal electronic device as a result of using myChart Video Visits and you are responsible for those costs.

Record of Treatment; Consent to Use or Disclose Medical Information

You understand that UMass Memorial is required by law to maintain a medical record for each patient, and that the record may be maintained in electronic form. Documentation of a completed UMass Memorial myChart Video Visit will become part of your UMass Memorial medical record. UMass Memorial entities are part of an Organized Health Care Arrangement (OHCA), which permits the sharing of information for specific purposes, including treatment, payment and operations. Please review the UMass Memorial Notice of Privacy Practices [\[insert link\]](#) for a description of how we gather, use and protect your confidential medical information.

Secure Communications

All communications between you and UMass Memorial Providers using myChart Video Visits occur over a secure connection. UMass Memorial will send you emails to your provided personal email address to notify you that you have new myChart messages. UMass Memorial messages sent to your personal email will not include any confidential medical or personal information. You acknowledge that it is your responsibility to ensure the security of your own medical information when you access it electronically through myChart and display, forward, or print such information.

UMass Memorial does not control the devices, computers or the internet over which you may choose to enter confidential or personal information and cannot, therefore prevent interceptions or compromises to your information while in transit to UMass Memorial. UMass Memorial cannot guarantee the security, integrity, or confidentiality of any information transmitted by you to or from myChart.

Technical Assistance

You may get help with UMass Memorial myChart Video Visits at any time by contacting UMass Memorial at 855-UMASS-MD (855-862-7763).

Restriction of Termination of Access

UMass Memorial may restrict or terminate your access to MyChart at any time. If access is restricted for planned maintenance of the MyChart system, every effort will be made to communicate downtime to all users in advance. However, there may be reasons to restrict access to MyChart without advance notice.

Prohibited uses or abuses of myChart include, but are not limited to, threatening or offensive messages, inappropriately sharing passwords, or allowing unauthorized access to myChart. Instances of prohibited use or abuse of myChart may result in termination of your access to myChart. In addition, if your use of MyChart violates these Terms and Conditions, UMass Memorial reserves the right to permanently terminate your access to MyChart.

UMass Memorial reserves the right to review your access and activities within myChart.

Indemnification, Disclaimer of Warranties, and Massachusetts Law

As a condition of your use of the myChart Video Visits, you agree to indemnify and hold UMass Memorial Health Care, and its subsidiaries, officers, directors, agents, employees, its

licensors and Third Party Content providers (“Indemnified Parties”) harmless from and against any and all third party claims, losses, liabilities, costs and expenses (including but not limited to attorneys’ fees) arising from (1) your use of myChart Video Visits, (2) failure to comply with any applicable laws and regulations; or (3) your violation of these Terms and Conditions.

myChart is made available to you “as is” and “as available” and UMass Memorial disclaims any and all warranties.

These Terms and Conditions are a binding agreement between you and UMass Memorial. This agreement and use of myChart Video Visits shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. These Terms and Conditions may be modified at any time by UMass Memorial and the revised Terms will be provided to you for review and acceptance at your first log in after the Terms and Conditions are modified.

By accepting these terms and condition, you indicate your consent to participate in UMass Memorial myChart Video Visits as described above.