# Welch Allyn<sup>®</sup> Home<sup>™</sup> Clinical Portal

Directions for use



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## Introduction

### Intended use

The Welch Allyn Home™ software is designed to collect, track, trend, and retrospectively transmit health information (e.g. blood pressure and weight) from commercially available wireless, FDA-cleared medical in-home devices, as well as health and wellness devices, to an online (cloud) database. With user's consent, this information will be shared with a healthcare provider.

The Welch Allyn Home software is not intended for use in the diagnosis, cure, treatment or prevention of disease. It is not intended as a substitute for medical care by a healthcare provider. It is not intended for emergency use or real-time monitoring.

## Purpose of this document

This directions for use supports users of the Welch Allyn Home Clinical Portal in their various roles. See "User privileges" for more information.

This directions for use covers the following topics:

- how to register and set up the Welch Allyn Home Clinical Portal for your practice
- · how to navigate the user interface
- how to add and manage users
- how to add, follow, and manage patients
- how to create and print patient reports
- how to fix or troubleshoot some common problems.

This directions for use does not explain medical terms and concepts.

## User privileges

The clinical portal supports three assigned roles within a practice: system administrator, medical administrator, and clinician. Users can have more than one role in a practice.

- System administrator Role responsible for the technical portal administration duties, such as registering the practice, adding new users, and establishing practice settings.
- Medical administrator Role responsible for the overall healthcare process.
- Clinician Role responsible for patient care and following patient progress.

The following table presents the privileges associated with each role.

Privileges	System administrator	Medical administrator	Clinician
PATIENTS			
View patient details		Х	X
Generate reports		Х	X
Add (follow) patients		Х	X
Update patients		Х	X
PRACTICE			
View dashboard	X	Х	X
Generate reports	X	Х	X
Update practice	X		
USERS			
Create users	X		
Update users	X		
AUDIT			
View logs	X		
Generate reports	Х		
Export logs	X		

## Medical disclaimer

The Welch Allyn Home software simply transmits data. The content of the Welch Allyn Home Clinical Portal—including text, images, and other materials—is for informational purposes only. The Clinical Portal content is intended only for use by clinicians whose patients use the Welch Allyn Home App and linked Welch Allyn devices. Welch Allyn does not make, advise, or influence treatment decisions.

If patients suspect that they have a medical problem or condition, they are instructed to contact a qualified health care professional immediately.

## User pre-requisites for the clinical portal

This manual assumes that users have sufficient computer knowledge and skills to perform basic tasks such as using a mouse, opening and closing software applications, and printing or saving documents.

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## Clinical portal system requirements

The following specifications are required or recommended as noted below to support using the clinical portal:

- An Internet connection
- A JavaScript-enabled browser
- Web browser of Chrome 53 or later (recommended)

**Note** The clinical portal may work on other browsers, but Chrome is preferred.

- Minimum screen resolution of 1280x800 (recommended)
- Current anti-virus software on all computers

For information about your operating system or virus protection, refer to the appropriate user information provided by the manufacturer.

## Patient device requirements

The Welch Allyn Home App runs on both Android and iOS devices. Requirements for each follow.

#### **Android device**

- Android OS version 4.4, 5.0, 5.1, 5.1.1, 6.0.1, and 7.0
- Bluetooth 4.0 or later
- Internet connection
- Email account

#### iOS device

- iOS version 9+
- Bluetooth 4.0
- Internet connection
- Email account

Install and maintain current anti-virus software to protect user data as well as your system.

## Disclaimer and limitation of liability

#### Disclaimer of actions caused by and/or under the control of third parties

Welch Allyn has no responsibility for the availability of the Internet and other telecommunication services necessary to access the Welch Allyn Home system or for the functioning of the software.

## Patient privacy

The Welch Allyn Home Clinical Portal has been designed to comply with security measures required by applicable law. As you use the clinical portal ensure that you are also in complete compliance your own organization's policies, procedures, and protocols to respect patient information.

Before you can view and work with patient data or perform other tasks in the clinical portal, your System Administrator must enter you into the system as an authorized user. Only you should use your username and password. Sharing usernames and passwords may violate your organization's privacy policies and could result in a violation of patient privacy.

The persons, as well as any other information displayed in the clinical portal screen shots throughout this document, are fictional and used for demonstration purposes only.

In accordance with your organization's polices, install and maintain current anti-virus software on all computers that access patient data to protect patient data as well as your system.

### **Customer service**

This document is a reference for understanding the Welch Allyn Home Clinical Portal. When you encounter a difficulty, please use this manual first to answer your questions. If you continue to have difficulties, visit the Welch Allyn Home website (www.welchallynhome.com).

## **Symbols**

### **Documentation symbols**



**WARNING** The warning statements in this manual identify conditions or practices that could lead to illness, injury, or death.

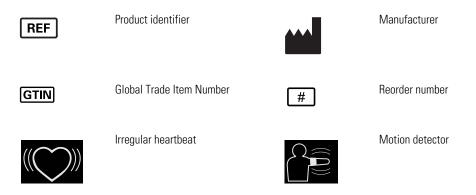


**CAUTION** The caution statements in this manual identify conditions or practices that could result in damage to the equipment or other property, or loss of data.



Consult directions for use.

### Miscellaneous symbols



## About warnings and cautions

Warning and caution statements can appear on the product, the packaging, the shipping container, or in this document.

This product is safe for patients and clinicians when used in accordance with the instructions and with the warning and caution statements presented in this manual.

Before using the product, familiarize all operating personnel with the general safety information in this summary. Specific warnings and cautions are also found throughout this manual.



**WARNING** Failure to understand and observe any warning statement in this manual could lead to patient illness, injury, or death.



**CAUTION** Failure to understand and observe any caution statement in this manual could lead to damage to the equipment or other property, or loss of patient data.

## Warnings and cautions



**WARNING** Patient harm risk. The Welch Allyn Home Clinical Portal is not an emergency medical response application. The Clinical Portal does not provide alarms or real-time, critical-care monitoring of vital signs.



**WARNING** Patient harm risk. The Welch Allyn Home App should be used only by the patient for whom it is intended. Advise patients to save only their own readings on their app. Saving readings that belong to someone else can cause inaccurate information to be sent to the Clinical Portal, which could lead to improper treatment.



**WARNING** Advise patients to read and understand all user documentation provided with Welch Allyn Home remote patient monitoring devices to ensure patient safety, accurate readings, and proper operation of all those devices.

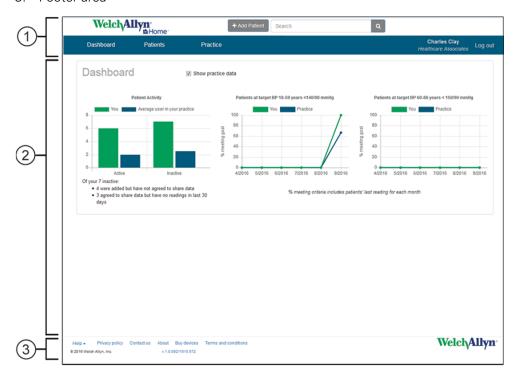


**CAUTION** Advise patients to use only Welch Allyn-authorized medical equipment with the Welch Allyn Home App.

## Navigation

Each screen in the clinical portal is divided into three areas:

- 1. Header area
- 2. Content area
- 3. Footer area



## Header area

The Header area, located at the top of each screen, displays the product logo as well as the primary navigation elements for the portal. The following information and controls appear in this area:

- + Add patient. Opens the *Add patient* screen and enables you to add a new patient to the clinical portal.
- Search (text field and search control). Enables you to search for a specific patient's record. All possible matches to the typed text appear in the *Patient search results* screen
- Dashboard link. Returns you to your *Dashboard* after viewing other screens.

- Patients menu. Provides access to patient-related screens.
  - Patient list. Displays all patients registered in the clinical portal and can be filtered in multiple ways.
  - Add patient. Provides another way to access the *Add patient* screen.
- Practice menu. Provides access to practice-related screens.
  - Users. Opens the *User list* screen, which displays all enrolled users in the practice.
  - Add user. Opens the Add user screen and enables administrators to add members of the practice to the clinical portal.
  - Audit log.
  - Practice report.
  - Practice settings.
- Current user / Practice name. Displays the current user's name and the current user's practice name and provides a link to the *User details* screen.
- Log out.

### Content area

The Content area displays information based on your menu selections and other controls. The Dashboard shown in the illustration displays charts reflecting Patient Activity and other criteria met for the past month. The **Show practice data** toggle enables you to display data for all users in the practice and compare it to your data.

### Footer area

The Footer area, located in a band across the bottom of the screen, displays the company logo as well as secondary navigation links to additional information. The following information and controls appear in this area:

- Help menu. Provides access to help options in a separate window.
  - Clinical portal. Opens the clinical portal directions for use.
  - Patient app. Opens the app directions for use.
  - Blood pressure. Opens the blood pressure monitor directions for use.
  - Weight scale. Opens the weight scale directions for use.
  - More. Opens a site with more information about the Welch Allyn Home program.
- Privacy policy.
- Contact us.
- About.
- Buy devices. Opens site where you can order a Welch Allyn-approved blood pressure device and weight scale.
- Terms and conditions. Opens the Terms and conditions screen with detailed rules, permissions, and agreements for using the clinical portal.

## **Getting started**

To access the clinical portal, you need to register your practice. This section provides instructions for registering your practice and initial login, subsequent login and logout, and changing user profile information, passwords, and email / login.

# Register the practice, log in for the first time, and set your password

You must register your practice to be part of the Welch Allyn Home network.

1. Open your Chrome browser and navigate to the Welch Allyn Home clinical portal at <a href="https://www.welchallynhomecp.com">www.welchallynhomecp.com</a>.

The Welch Allyn Home screen appears.

- 2. Bookmark this site to find it easily in the future.
- 3. Click **Register a practice** on the right side of the screen.

The Register a practice screen appears.

- 4. Fill in all required fields.
  - At the end of section 2 (Enter admin user), check any additional roles that apply.
     (All roles are selected by default when you register a practice. See "User privileges" to know which roles apply to you.)

Note

Welch Allyn sales reps or distributors typically enter Distributor name and Distributor ID as well as the Authorization code, but they might supply this information for you to enter instead. If you lack any of these credentials, contact your Welch Allyn sales rep or distributor.

- 5. Check the box to confirm you are not a robot.
- 6. Click Submit.

If you entered all required information accurately, including an Authorization code, a dialog appears to show registration was successful, along with the following message:

"Practice is now active. The practice has been added and an email sent to [your email address]."

If you entered all required information but lacked an Authorization code, the following message appears in the dialog:

"Practice is now pending. The practice will be reviewed."

After the system authenticates your account, it sends you an email with a temporary password to use during login.

If the email does not appear in your Inbox, be sure to check Note

your Spam folder.

7. Close the dialog.

The Welch Allyn Home splash screen appears.

8. Enter your email address and the temporary password sent to your email, then click Log in.

The Terms and conditions screen appears.

9. Review the Terms and conditions and click **Accept** to accept them.

The Change password screen appears.

10. Enter your temporary password and your new password in the specified fields.

Note Your password must meet the following requirements:

- contain at least eight characters
- include at least one uppercase character
- include at least one lowercase character
- include at least one number

#### 11. Click Change password.

A dialog appears saying you have successfully changed your password.

12. Close the dialog.

The Dashboard screen appears. You have completed all required registration and initial login steps.

## Log in and log out

#### Login

After initial login, you need only your email and self-selected password to log in to the clinical portal.

- 1. Open your Chrome browser and navigate to the Welch Allyn Home clinical portal at www.welchallynhomecp.com.
- 2. Enter your email address and your password, then click Log in.

Note

If this is your first time logging in with a temporary password, enter the temporary password here, and then follow instructions to change your password.

The Dashboard appears. You have logged in successfully.

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#### Logout

To log out of the clinical portal, click **Log out** on the far right of the menu bar.

The Welch Allyn Home splash screen appears. You have logged out successfully.

#### Account lockout and timeout

Account lockout occurs after 5 unsuccessful login attempts. Try logging in again after 5 minutes.

Account timeout occurs after 15 minutes of inactivity, and an *Automatically logged out* screen appears. Click the link **Click here to log in**, then log in as usual.

## Change your password when you forget it

If you forget your password, follow these steps to change it.

1. Open Chrome and the Welch Allyn Home clinical portal.

The Welch Allyn Home splash screen appears.

2. Click **Forgot your password?** on the right side of the screen.

The Forgot your password? screen appears.

3. Enter your email address and click **Submit**.

The Forgot password confirmation dialog opens with instructions to check your email.

After the system authenticates your account, it sends you an email with a link to reset your password.

Note

If the email does not appear in your Inbox, be sure to check your Spam folder.

4. Click the link in the email.

The Reset password screen appears.

5. Enter your email and your new password in the specified fields.

Note

Your password must meet the following requirements:

- contain at least eight characters
- include at least one uppercase character
- include at least one lowercase character
- include at least one number

#### 6. Click Reset.

A *Reset password* confirmation message appears along with a link to the *Log in* screen.

7. Click the link Click here to log in.

The Log in screen appears. You have changed your password successfully.

## Change your user profile, password, and/or email address inside the portal

Follow these steps to change your user profile.

1. If you are not already logged in, open Chrome and the Welch Allyn Home clinical portal, and log in.

The Dashboard appears.

2. Click your name on the right side of the menu bar.

The *User profile* screen appears.

3. Update your name, phone number, NPI, preferred length unit, preferred weight unit, and roles as desired, then click **Save changes**.

A message appears to confirm that changes were saved successfully.

4. Close this confirmation dialog.

The *User profile* screen remains open.

5. To change your password, click **Change password** in the User Actions pane.

The Change password screen appears.

6. Enter your current password and your new password in the specified fields.

#### Note

Your password must meet the following requirements:

- contain at least eight characters
- include at least one uppercase character
- include at least one lowercase character
- include at least one number

#### 7. Click Change password.

A dialog appears to say you have successfully changed your password.

8. Close the dialog.

The *User profile* screen appears.

9. To change your email address, click **Change email / login** in the User Actions pane.

The Change email / login screen appears.

10. Enter your new email address as requested, then click Change email / login.

A dialog appears to say you have successfully changed your email / login.

11. Close the dialog.

The *User profile* screen appears. Updates to your user profile are complete.

## Managing the system

## Review or update practice settings

1. If you are not already logged in, open Chrome and the Welch Allyn Home clinical portal, and log in.

The Dashboard appears.

2. On the menu bar, click **Practice** > **Practice** settings.

The *Practice settings* screen appears.

3. Review or update Practice name and address as needed. If you make changes, click **Save changes**.

## Review portal dashboard

The clinical portal dashboard opens automatically when you log in.

To toggle between your dashboard and the practice dashboard, click **Show practice** data just above the graphs.

The screen displays Patient Activity and the percent of patients meeting the named criteria. Based on your selection, data for just your patients or for all patients in the practice is displayed.

### Add users

An administrator can add other clinicians in the practice to the clinical portal. At a minimum, adding these users requires an email address, first name and last name, and a role selection.

1. If you are not already logged in, open Chrome and the Welch Allyn Home clinical portal, and log in.

The Dashboard appears.

2. On the menu bar, click **Practice** > **Add user**.

The Add user screen appears.

3. Enter the new user information in the specified fields and click **Add user**.

**Note** If you miss any required information, messages appear next to those fields to prompt an entry.

A dialog appears saying you have added the user successfully and an email has been sent to that user.

- 4. Repeat steps 2 and 3 as desired to add additional users.
- 5. On the menu bar, click **Practice** > **Users** to open the current *User list*.

Note

If the list is incomplete, you can add users from the *User list* screen. Click **Add user**, and enter new user information in the Add user screen as described in step 3.

6. Instruct users in the practice to check their email and log in to the clinical portal. They can edit their user information as needed after logging in.

## Deactivate users

An administrator can deactivate users who no longer require access to the clinical portal.

1. If you are not already logged in, open Chrome and the Welch Allyn Home clinical portal, and log in.

The *Dashboard* appears.

- 2. On the menu bar, click **Practice** > **Users** to open the current *User list*.
- 3. Click the name link of the user you would like to deactivate.
- 4. Click **Deactivate user** in the *User actions* pane.

The *Deactivate user* screen appears.

Click Deactivate.

The *User profile* screen appears.

Note

To see deactivated users, click the **Show deactivated users** checkbox on this screen.

## Review practice report

The practice report presents statistics for the entire practice.

1. If you are not already logged in, open Chrome and the Welch Allyn Home clinical portal, and log in.

The *Dashboard* appears.

2. On the menu bar, click **Practice** > **Practice report**.

The *Practice report* screen appears.

- 3. To create a printer-friendly practice report in a new tab, click **Print**.
- 4. Save or print the report using standard browser-based commands.

## Review audit log

The audit log allows you to view a list of audit log entries. By default, the log is a reversechronological listing of the most recent 200 (maximum) recorded actions in the portal. You can apply filters to refine the list and export the list from the portal.

1. If you are not already logged in, open Chrome and the Welch Allyn Home clinical portal, and log in.

The *Dashboard* appears.

2. On the menu bar, click **Practice** > **Audit log**.

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The Audit log screen appears.

3. To filter the list, enter the desired dates or patient ID, then click **Apply filter**.

4. To export the audit log, click **Download all results**.

## Managing patients

## Add patients

Clinicians in the practice who are set up as users can add their patients to the clinical portal to in order to follow their progress. At a minimum, adding these patients requires an email address, first name and last name, and date of birth.

**Note** Patients must accept an invitation to view their data before any of their readings are transmitted to the portal.

1. If you are not already logged in, open Chrome and the Welch Allyn Home clinical portal, and log in.

The Dashboard appears.

2. Above the menu bar, click + Add patient.

Note Alternative navigation: Click Patients > Add patient.

The Add patient screen appears.

3. In section 1 (Patient lookup), enter the patient's email address and click .

If the patient profile already exists, patient information will populate the fields in section 2 (Details). Otherwise, a prompt to enter new patient details appears.

4. In section 2, enter patient information in the appropriate fields and click **Add patient**.

**Note**When patients create their patient profiles and then give you permission to view their data, your ability to enter or modify patient information is constrained. Patient-entered information prevails in the clinical portal. Therefore, you might not be able to change some fields on this screen.

**Note** If you miss any required information, messages appear next to those fields to prompt an entry.

A dialog appears saying you have added the patient successfully and an email has been sent to that patient.

5. Close the dialog.

A patient record screen appears with a note on patient status. Click to expand the patient information summary.

6. Repeat steps 2 through 5 as desired to add more patients.

#### Note

Patients just added to Welch Allyn Home remain in pending status until they set up their account on their app. See "Patient status types" for a list and description of each patient status type.

### Patient status types

The Patient list presents the status of patients added to the clinical portal. The following status types are available in the system:

- Pending Patient has not set up an account.
- Active Patient has taken a reading within the past 30 days. Patient may or may not have accepted the clinician's invitation to view readings. (If patient has accepted the clinician's invitation to view readings, the patient's name becomes a link in the patients list that opens the record).
- Inactive Patient has set up an account but has not taken a reading, or patient was active but has not taken a reading within the past 30 days.
- Deactivated Patient was active but has closed the account or reversed the decision to allow a clinician to view readings.

## Review patient list

1. On the menu bar, click **Patients** > **Patient list** to open the current list of patients in Welch Allyn Home.

The All patients screen appears and displays all patients entered into the portal in your practice.

- 2. To display only your patients, select your name in the Filter by: dropdown list.
- 3. Review the status of patients in the portal.

#### Note

Patients just added to Welch Allyn Home remain in pending status until they set up their account on their app. See "Patient status types" for a list and description of each patient status type.

## Review selected patient readings (quick search method)

- 1. In the Search field at the top of the screen, enter your selected patient's name, and then click the search button or press **Enter** on your keyboard.
  - A list of all patients who match your entry appears.
- 2. Proceed to step 3 in the next topic, "Review selected patient readings (menu method)."

## Review selected patient readings (menu method)

- 1. On the menu bar, click **Patients > Patient list** to open the current Patient list.
  - The All patients screen appears and displays all patients entered into the portal in your practice.
- 2. To display only your patients, select your name in the **Filter by:** dropdown list.

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3. Click on your patient's name in the list.

A list of the patient's readings appears.

**Note** Patient status must be Active, Inactive, or Deactivated for

you to view any readings. If the patient's status is Pending,

the record will not open.

**Note** A patient may choose to stop sharing readings or delete their

account at any time.

4. To view a summary of patient profile information, click name to open that frame.

**Note** A appears next to the fields that you can edit in this frame.

- 5. To filter the list of readings,
  - change the **Days** selection (options are 7, 30, 60, or All)
  - click AM or PM to display readings by time of day

**Note** By default, both **AM** and **PM** are enabled to show all

readings. Click to disable one of them in order to view

only AM or PM readings.

**Note** Pairing the monitor to the app syncs the monitor time to

the patient's phone time. Readings from the monitor previous to the pairing or syncing may have an incorrect

time stamp.

The readings displayed change based on your selections.

6. To view a graph or trend of the patient's readings, click **Chart**.

The *BP Trend*, *Pulse Rate Trend*, and *Weight* graphs appear. Scroll as needed to view both graphs.

**Note** At least two readings must be recorded to draw a graph.

**Note** The portal does not allow viewing All saved readings in graph

form. You must select a filter (number of days and/or time of

day) to view graphs of patient readings.

## Print or save a patient readings report

The practice may attach a patient report to the EMR if additional documentation is needed for a visit or for visit billing. Clinicians may also quickly print out a patient readings report for review during a patient visit.

1. From the patient page, click Print.

A new tab opens displaying the patient readings report.

2. Use the browser functionality to either print a hard copy of the report or save it as a PDF.

## **Troubleshooting**

Issue	Possible cause	Suggested action  Use a different email address. You cannot use the same email address as a clinical portal user and app user.		
Your email address works in the clinical portal but not on the app	You tried to use the same email address for both platforms			
You have not received readings from your patient	Patient has no readings to share	Wait for the patient to send readings. Confirm that the patient has taken readings.		
	Patient has not paired the BP monitor with the app	Wait for the patient to pair the device and the phone or to enter readings manually.		
	Patient has not accepted your request to follow	Wait for patient to accept your invitation. Confirm that the patient has accepted your invitation to follow.		
	The patient account is not set up in the portal	Set up the patient account and ensure the portal sends out the invitation to follow.		
	Patient has not set up the app account	Wait for patient to set up app account.		
	Patient has no internet connection	Wait for patient connection to be restored.		
Patient comments on specific readings in their app do not appear in the portal  Normal behavior when patient comments on readings		No action required. Comments appear only on the app and ar not sent to the clinical portal. Comments are for patient reference only.		

Note

If you need additional assistance, visit <u>www.welchallynhome.com</u>.

## **Appendix**

### Terms and conditions

For your reference, this is a copy of the Terms and conditions presented in the Clinical Portal.

THESE TERMS AND CONDITIONS ("TERMS AND CONDITIONS") ARE A BINDING AGREEMENT BETWEEN YOU (YOU PERSONALLY OR YOU ON BEHALF OF A LEGAL

ENTITY) ("YOU" AND "YOUR") AND WELCH ALLYN, INC. ("WELCH ALLYN," "WE," "US," AND "OUR"), AND GOVERN YOUR AND YOUR AUTHORIZED USERS' ACCESS AND USE OF THE WELCH ALLYN HOME™ CLINICAL PORTAL (THE "PORTAL"). THE PORTAL INCLUDES ANY UPDATES THERETO, AND ALL ASSOCIATED DOCUMENTATION.

WELCH ALLYN LICENSES THE PORTAL SOLELY ON THESE TERMS AND CONDITIONS AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. BY CLICKING THE "AGREE" BUTTON BELOW YOU: (I) HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS; (II) ACCEPT THESE TERMS AND CONDITIONS AND AGREE THAT YOU AND YOUR AUTHORIZED USERS ARE LEGALLY BOUND BY THEM; AND (III) REPRESENT AND WARRANT THAT (A) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT, AND (B) IF YOU ARE ACCEPTING AND AGREEING ON BEHALF OF A LEGAL ENTITY, YOU HAVE THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THESE TERMS AND CONDITIONS ON BEHALF OF SUCH LEGAL ENTITY AND TO BIND SUCH LEGAL ENTITY AND ITS AUTHORIZED USERS TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, WELCH ALLYN WILL NOT AND DOES NOT LICENSE THE PORTAL TO YOU AND YOU MUST NOT ACCESS OR USE THE PORTAL.

#### Definitions.

<u>Authorized Users</u> means Your employees or independent contractors authorized by You to access the Portal and view and use Patient Information.

<u>Patient Information</u> means Your patients' individually identifiable information such as name, email address, and health and biometric data submitted by them via the Welch Allyn Home mobile software application (the "App") and Your patients' individually identifiable information such as name, gender, date of birth and health information input by You or Your Authorized Users in the course of setting up and administering patients' accounts in the Portal.

Your Information means Your facility or practice name, primary contact information, national provider identifier and any other information about You or Your Authorized Users

provided by You or Your Authorized Users in the course of accessing and using the Portal.

License Grant. Subject to these Terms and Conditions, Welch Allyn grants You and Your Authorized Users a limited, non-exclusive and nontransferable license to access and use the Portal solely for Your internal business purposes.

License Restrictions. You agree that You and Your Authorized Users will not:

- (a) copy the Portal, except as expressly permitted by this license;
- (b) modify, translate, adapt, or otherwise create derivative works or improvements of the Portal:
- (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Portal or any part thereof;
- (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Portal, including any copy thereof;
- (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Portal, or any functionality or feature of the Portal, to any third party for any reason, including by making the Portal available on a network where it is capable of being accessed by more than one device at any time; or
- (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Portal.

Reservation of Rights. You acknowledge and agree that the Portal is provided under license, and not sold, to You. You do not acquire any ownership interest in the Portal under these Terms and Conditions, or any other rights thereto other than to use the Portal in accordance with the license granted, and subject to all terms, conditions, and restrictions, under these Terms and Conditions. We reserve and retain Our entire right, title, and interest in and to the Portal, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto except as expressly granted to You in these Terms and Conditions.

Patient Information. The App enables Your patients' mobile device to collect physiological measurements from home monitoring devices and transmit them to the Portal. The App also saves and tracks Your patients' results. Your patients must agree that We may access, collect, store, process, maintain, upload, sync, transmit, share, disclose and use Patient Information as a condition of their download, installation and use of the App. Patients may cease use of the App or delete if from their mobile device at any time. We may, in Our sole discretion and with or without notice, terminate patients' right to use the App and reserve the right to delete patient accounts where the App has not been used for twelve (12) consecutive months. We have no obligation to store, maintain, recover or provide You a copy of any Patient Information, or offer You the opportunity to retrieve or transfer any Patient Information prior to its destruction.

No Business Associate Relationship. By providing the Portal, We are not creating, receiving, maintaining or transmitting protected health information (as such term is defined under the Health Insurance Portability and Accountability Act of 1996, as amended, and all implementing regulations ("HIPAA")) on Your behalf, or on behalf of a business associate of Yours. Instead, We are providing a service to Your patients as consumers by facilitating Your access to Patient Information on their behalf and at their request. Your access and use of the Portal does not give rise a business associate relationship between You and Us.

Directions for use Appendix 25

Your Information. You agree that We may access, collect, store, process, maintain, upload, sync, transmit, share, disclose and use Your Information. BY CLICKING THE "AGREE" BUTTON, YOU EXPRESSLY CONSENT TO THE FOREGOING ACCESS, COLLECTION, STORAGE, PROCESSING, MAINTENANCE, UPLOADING, SYNCING, TRANSMITTING, SHARING, DISCLOSURE AND USE OF YOUR INFORMATION. By continuing to access and use the Portal, You indicate Your continued consent to such access, collection, storage, processing, maintenance, uploading, syncing, transmitting, sharing, disclosure and use of Your Information. Our access, collection, storage, processing, maintenance, uploading, syncing, transmitting, sharing, disclosure and use of Your Information is governed by Our Privacy Policy, which is incorporated herein by this reference. Our Privacy Policy may be viewed at http://www.welchallyn.com/privacy.

<u>Geographic Restrictions</u>. The Portal is provided for access and use only by persons located in the United States. You acknowledge that You or Your Authorized Users may not be able to access or use all or some of the Portal outside of the United States and that access or use of the Portal by certain persons or in certain countries may not be legal. If You or Your Authorized Users access or use the Portal outside the United States, You or Your Authorized Users are responsible for compliance with all local laws.

<u>Updates; Limits</u>. We may change the Portal, including without limitation making improvements or alterations to functionalities, adding or removing features, and providing bug fixes and patches, with or without notice to You. You agree that all updates will be deemed part of the Portal and be subject to these Terms and Conditions. We also reserve the right to establish limits on the nature or size of storage available to You or on Your continued ability to access or use Patient Information, and to impose other limitations at any time, with or without notice to You.

Revisions to Terms and Conditions. We may revise these Terms and Conditions with or without notice to You. Revised Terms and Conditions supersede all earlier versions. We encourage You periodically to read these Terms and Conditions to see if We have made revisions to Our policies that may affect You. Your continued access and use of the Portal will signify Your continued agreement to these Terms and Conditions as they may be revised.

<u>Term and Termination</u>. The term of these Terms and Conditions will commence upon Your acceptance of these Terms and Conditions and will continue in effect until terminated as set forth in this section.

(a) We may terminate these Terms and Conditions in Our sole discretion at any time, with or without notice to You. In addition, these Terms and Conditions will terminate immediately and automatically without any notice to You if You or Your Authorized Users violate any of these Terms and Conditions. We reserve the right to delete Your account if You haven't used the Portal for twelve (12) consecutive months.

#### (b) Upon termination:

- 1. all rights granted to You under these Terms and Conditions will also terminate; and
- 2. You and Your Authorized Users must cease all use of the Portal.
- (c) Termination will not limit any of Our rights or remedies at law or in equity.

<u>Login and Password</u>. To protect Your Information, access to the Portal requires submission of login and password information and/or other authentication tokens or codes to create a user account (collectively and individually "Login and Password"). The Login and Password are for Your and Your Authorized Users' personal use only and are not transferable. Neither You nor Your Authorized Users may share Your or their Login or Password with any other person or entity. You agree that You and Your Authorized Users will be responsible for maintaining Your and their Login and Password as confidential and

for any activity that occurs as a result of Your or Your Authorized Users enabling or permitting another person or entity to use Your or their Login and Password. You agree immediately to notify Us in the event that Your or any of Your Authorized Users' Login and Password is lost or stolen or You or any of Your Authorized Users become aware of any unauthorized use of Your or their Login and Password or of any other breach of security related to the Portal.

No Medical Advice. THE APP AND THE PORTAL ARE INTENDED ONLY TO TRANSMIT AND STORE PATIENT INFORMATION. NEITHER THE APP NOR THE PORTAL IS INTENDED AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE OR CARE, AND NEITHER THE APP NOR THE PORTAL IS INTENDED TO DIRECT OR INFLUENCE YOUR PROFESSIONAL MEDICAL JUDGMENT. PATIENTS USING THE APP ARE INSTRUCTED TO CONTACT THEIR DOCTOR OR OTHER QUALIFIED HEALTH CARE PROVIDER IMMEDIATELY IF THEY SUSPECT THEY HAVE A MEDICAL PROBLEM OR CONDITION, AND TO CALL FOR EMERGENCY MEDICAL HELP IMMEDIATELY IF THEY ARE EXPERIENCING A MEDICAL EMERGENCY. NEITHER THE APP NOR THE PORTAL IS NOT INTENDED FOR EMERGENCY OR REAL-TIME MONITORING.

NO WARRANTY. THE PORTAL IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE SPECIFICALLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, NON-INFRINGEMENT OR QUALITY AND/OR PERFORMANCE. WE DO NOT WARRANT THAT THE PORTAL WILL MEET YOUR REQUIREMENTS, THAT THE PORTAL'S OPERATION WILL BE ERROR-FREE OR UNINTERRUPTED, THAT THE INTERNET WILL BE AVAILABLE, THAT ERRORS IN THE PORTAL WILL BE CORRECTED OR THAT YOUR COMMUNICATIONS WILL BE SECURE OR DELIVERED TO YOUR RECIPIENTS, WHETHER THEY ARE YOUR INTENDED RECIPIENTS OR OTHERWISE, OR THAT YOUR INFORMATION STORED AND/OR ARCHIVED IN THE PORTAL OR ON OUR SERVERS WILL BE AVAILABLE, ACCESSIBLE, SECURE AND/OR ACCURATE. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE PORTAL REMAINS WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Some jurisdictions do not allow the exclusions or limitations set forth above and therefore may not apply to You.

DISCLAIMER OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY LOSS OR DISCLOSURE OF PATIENT INFORMATION OR YOUR INFORMATION, ANY FAILURE TO MAKE PATIENT INFORMATION OR YOUR INFORMATION AVAILABLE TO YOU, INTERRUPTION OF SERVICE, COMPUTER OR MOBILE DEVICE FAILURE, DATA USAGE CHARGES, OR PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE PORTAL, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECT IN OR DISSATISFACTION WITH THE PORTAL IS TO CEASE USE OF THE PORTAL. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ANY AND ALL DAMAGES EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00).

Export Regulation. The Portal may be subject to United States export control laws, including the Export Administration Act and its associated regulations. Neither You nor Your Authorized Users shall, directly or indirectly, export, re-export, or release the Portal to, or make the Portal accessible from, any jurisdiction or country to which export, reDirections for use Appendix 27

export, or release is prohibited by law, rule, or regulation. You and Your Authorized Users shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Portal available outside the United States.

Governing Law. These Terms and Conditions are governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to these Terms and Conditions or the Portal shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York, in each case located in the City of Syracuse and the County of Onondaga. You waive any and all objections to the exercise of jurisdiction over You by such courts and to venue in such courts.

<u>Limitation of Time to File Claims</u>. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THE PORTAL MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OR CLAIM ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

<u>Entire Agreement</u>. These Terms and Conditions and Our Privacy Policy constitute the entire agreement between You and Us with respect to the Portal and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Portal.

<u>Waiver</u>. No failure to exercise, and no delay in exercising, on the part of either party, any right or any remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude further exercise of that or any other right or remedy hereunder. In the event of a conflict between these Terms and Conditions and any applicable purchase or other terms, these Terms and Conditions shall govern.