



# MyHealth Terms of Use Agreement

As at: March 6, 2022

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## 1 Welcome to MyHealth

It is important that you read all the following Terms of Use carefully. This Terms of Use Agreement (“Agreement”) is a legal Agreement between you and Island Health, which provides the MyHealth patient portal (“MyHealth”) to you for your sole use. By accessing and using MyHealth, you are indicating your acceptance to be bound by the Terms of Use Agreement. If you do not accept these Terms and Conditions, you must not access or use MyHealth. Island Health may revise this Agreement at any time without prior notice after which the revised Agreement will be posted in the MyHealth system and on the MyHealth website along with a notice to alert you of the revisions. Subsequent use of MyHealth will signify your acceptance of the revised Terms of Use.

## 2 What is MyHealth?

MyHealth is a Web-based service designed to provide you with a convenient 24/7 view into some of your Personal Health Information contained in your Island Health Electronic Health Record (EHR). Island Health utilizes multiple service providers to make this service available to you. These service providers are as follows:

- Cerner (who provides the MyHealth application and support for it),
- Amazon Web Services (who is used to host the MyHealth application that provides you access to your personal information),
- Auth0 (who helps us to validate your identity), and
- ServiceNow (used by Cerner to document details of your calls to them for troubleshooting or support purposes)

## 3 My Health Consent and Privacy Statement

By agreeing to this Terms of Use you are also agreeing to the [MyHealth Consent and Privacy Statement](#)

## 4 MyHealth Available Records and Functions

Information on what records and functions are available in MyHealth is available on the MyHealth site [here](#).

MyHealth is for your sole use but you can access MyHealth records and functions for people whose health you help manage (for example, parents, children, and spouses). Access to other people’s MyHealth records is referred to as Proxy Access. The available information in MyHealth records is also not a comprehensive view of all information contained within Island Health’s EHR or other Health Records (e.g., paper charts).

If you have Proxy Access, that access may be removed for one of the following reasons:

- The child for whom you have Proxy Access turns 12 years of age. This access removal is



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automated within the system to protect the privacy of adolescents. If you require continued access after the child's 12<sup>th</sup> birthday, you will need to submit the requisite Proxy Access form.

- A parent or guardian to a child to whom you have Proxy Access requests that your access to the child's MyHealth account be removed, such as in the event of a custody change.
- The adolescent to whom you have Proxy Access turns 19 years of age. This access removal is completed to protect the privacy of the adolescent when they become an adult in the Province of British Columbia. This access removal is a manual process completed by authorized Island Health staff to protect the privacy of adults. If you require continued access after the adolescent's 19<sup>th</sup> birthday, you will need to submit the requisite Proxy Access form.
- An adolescent or an adult to whom you have Proxy Access requests that your access to their MyHealth account be removed.

The records and features available in MyHealth may be expanded from time to time as enhancements to MyHealth are completed. Please be aware that any people who have proxy access to your MyHealth account will have access to these new features and will be able to access additional information about you that is not currently available in MyHealth (such as clinical documents authored by physicians).

Island Health may from time-to-time use the MyHealth patient portal to provide you with information on public health announcements, urgencies and emergencies, research opportunities, and to ask for feedback on the MyHealth patient portal to facilitate possible enhancements to the portal's functionality.

If you require access to Personal Health Information that is not currently available in MyHealth, please follow the records request process outlined on the Island Health website: <https://www.islandhealth.ca/about-us/Accountability/information-stewardship-access-privacy/accessing-information-records>.

## **5 Registering and Being Responsible for Your MyHealth Account**

Information on how to register for a MyHealth Account is available [here](#).

Your MyHealth Account will consist of an online username and password, which you create during enrolment.

You are responsible for maintaining the security and confidentiality of the Password you use in association with your Account, and for all activities that occur under your Username and Password. Choose a strong password that is not easily guessed and that is used exclusively for the MyHealth service. You must not share your MyHealth Username and Password with anyone



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else. Anyone to whom you provide proxy access will log in using their own MyHealth Username and Password. If you learn or suspect that your Username or Password has been wrongfully used or disclosed, you should promptly follow the instructions on the [MyHealth website](#) to reset your MyHealth Password. To help maintain the security of your Password or account, you must sign out of your Account at the end of each session.

The MyHealth “Access Logs” functionality provides you with a means of easily viewing who has accessed your Account. You are responsible for viewing your Access Logs and ensuring that all access to your MyHealth Account is appropriate.

Island Health will not be liable for any loss or damage arising from your failure to maintain the security or confidentiality of your MyHealth Account information.

## **6 MyHealth Content is not a Substitute for Medical Advice**

The contents of your MyHealth Account are for informational purposes only. The content is not intended to be a supplement to, and not be a substitute for, professional medical advice, diagnosis, and treatment. You should always seek the immediate or timely advice of your physician or other qualified health care provider with any questions that you may have regarding a medical condition.

Do not use MyHealth to communicate or treat medical emergencies. If you have a medical emergency, call a physician, qualified health care provider, or 911 immediately.

## **7 MyHealth Provided as a Convenience**

Your participation in MyHealth is entirely voluntary. MyHealth is provided by Island Health as a convenience to support your participation in your own care journey. If you decide not to participate in MyHealth, your decision will not affect the care that you receive from Island Health.

Island Health reserves the right at any time, and from time to time, to modify or terminate, (temporarily or permanently), the MyHealth portal or any included function with or without notice to you. Island Health shall not be liable for any such modifications, suspensions or discontinuance of MyHealth or any part thereof.

MyHealth will be periodically unavailable due to planned maintenance activities necessary to ensure the continued security and reliability of the portal. MyHealth may also experience unexpected system outages, which should be resolved during business hours (Monday to Friday, 0800-1700 excluding statutory holidays); any outages or interruptions that occur outside of these hours will be investigated and resolved during business hours on the next business day.

You should note that the records made available to you via MyHealth are under the control of



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Island Health and may be limited in accordance with the BC *Freedom of Information and Protection of Privacy Act* ("FIPPA"), Island Health's record management policies and procedures, and by the maturity of the MyHealth system and the record types and formats that it supports.

## 8 Transmission of Personal Information to and from MyHealth

The information that is viewable through your MyHealth Account will be temporarily available to you and is not permanently stored in MyHealth, with the exception of 'Clipboard' data which is entered by you directly into MyHealth. 'Clipboard' data is permanently stored in the MyHealth database. Information that is viewable through your MyHealth account is transmitted from your Island Health EHR over an encrypted secure network connection to MyHealth where you can view it during your MyHealth session. When you end your MyHealth session, (or after one hour) this information is deleted from temporary storage.

## 9 Downloading of Data from MyHealth

You will have the ability to download or print personal information from your health record (and the records of any people that you have proxy access to) made available through your MyHealth Account. You will be solely responsible for the safety and security of records that you download or print. Island Health will accept no liability for any loss, alteration or potential unauthorized access to, use of or sharing of these downloaded or printed records.

## 10 Questions and Privacy Protections

If you have any questions about privacy, please contact Island Health's Information Stewardship, Access and Privacy Office at:

1952 Bay St  
Victoria, B.C.  
V8R 1J8  
Phone: 250-519-1870  
Fax: 250-519-1908  
Toll-free: 1-877-748-2290  
Email: [privacy@islandhealth.ca](mailto:privacy@islandhealth.ca)

You also play a key role in the security of your MyHealth Account by:

- Not sharing your Username and Password with anyone,
- Not accessing your personal health information from a public computer, and
- Notifying Island Health should you suspect a breach of your Account.

## 11 Termination of Account

Island Health reserves the right, at its sole discretion, to terminate your Account at any time if it is determined there are reasons why access to MyHealth is not appropriate. Set out below are



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some examples of reasons why access to your Account may be terminated:

- Interference with treatment,
- Increased risk of harm to patient,
- Increased risk of harm to others, and
- Communication of objectionable materials, and
- At your request

In the event of any termination, you are no longer authorized to access MyHealth or the part of it affected by such termination. The restrictions imposed on you with respect to material downloaded from MyHealth, and the disclaimers and limitations of liabilities defined in this Agreement, shall survive any discontinuance or termination of MyHealth or this Agreement.

For information on how to unsubscribe from your MyHealth account, reference the [MyHealth website](#) or call the MyHealth Help Desk at 1-800-249-1024.

## 12 External Links

To provide you with greater value, MyHealth may provide you with links to various third-party websites. Even if a third-party affiliation exists between Island Health and that destination site, we exercise no authority over linked sites, each of which maintains independent privacy and data collection policies and procedures.

Island Health assumes no responsibility or liability for these independent methods or actions and is not responsible for the independent policies or procedures of destination sites. Similarly, Island Health cannot take responsibility for the privacy or security controls, or the content, of such websites. These destination links are provided only for your convenience, and as such, you access them at your own risk.

## 13 Limitation of Liability

In no event shall Island Health and its physicians, other qualified health care providers, officers, trustees, employees, agents, licensors, and their respective successors and assignees be liable for any damages of any kind, including without limitation, any direct, special, indirect, punitive, incidental, or consequential damages, and including without limitation any loss or damages in the nature of or relating to medical injury, personal injury, wrongful death, improper diagnosis, inaccurate information, improper treatment, or any other loss incurred in connection with your use, misuse, or reliance upon MyHealth or the content therein, or your inability to use MyHealth, regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence), or otherwise. The foregoing limitation shall apply even if Island Health knew of or ought to know of the possibility of such damages.

## 14 Indemnity



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Your MyHealth participation is entirely voluntary. Island Health is providing MyHealth to its patients as a convenience. As a result, you agree to indemnify, defend, and hold harmless Island Health, its physicians, other qualified health care providers, officers, trustees, employees, agents, licensors, and their respective successors and assignees from and against any and all claims, demands, liabilities, costs or expenses whatsoever, including, without limitation, legal fees and disbursements, resulting directly or indirectly from:

- I. Your breach of any of the Terms of Use of this Agreement, or
- II. Your access to use or misuse MyHealth or your reliance upon, or inability to access or use MyHealth.

## 15 Copyright and Limited License

MyHealth content, other than personal information and personal health information which is owned by you but under the control of Island Health, is protected by copyright law and is owned by Island Health, or the party accredited as the author or owner of the content.

Except as defined in this Agreement, any use of the content, including modification, transmission, presentation, distribution, republication, or other exploitation of MyHealth or its content, whether in whole or in part, is prohibited without the express prior written consent of Island Health.

Subject to the Terms and Conditions of this Agreement, you are hereby granted a limited, non-transferrable, and non-exclusive license to access, view, and use MyHealth for your personal, non-commercial use. You are granted the right to download, store, and/or print single copies of items from MyHealth for your personal, non-commercial use, provided that you maintain all copyright and other notices on MyHealth content. You may not copy and/or repost items from MyHealth other than within MyHealth.

## 16 Rules Governing Communications Made Through MyHealth

As a condition of your use of MyHealth, you agree that the content of any messages created by you must be appropriate and will not contain any of the following objectionable material:

- Crude, profane or salacious language,
- Remarks that are discriminatory on any basis, including physical or mental disability, race, creed, colour, sex, country of origin,
- Direct or implied threats of violence,
- Remarks that are threatening, abusive or insulting to others,
- Remarks that are harassing, hateful or disrespectful,
- Remarks that are obscene or offensive,
- Remarks that do not reflect the purpose of MyHealth,
- Information that discloses the identity or personal information (including personal health



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information) of any other person (without their express consent), and

- Material that might cause harm to someone's computer or communication system.

The communication of objectionable material may be grounds for revocation of your access to MyHealth.

## 17 General

### 17.1 Governing law and jurisdiction:

MyHealth is operated by Island Health from its offices within the Province of British Columbia, Canada. You agree that all matters relating to this Agreement, or your access or use of MyHealth, shall be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein. You agree and hereby submit to the exclusive jurisdiction of the courts of the Province of British Columbia with respect to all matters relating to your access and use of MyHealth as well as any dispute that may arise therefrom.

### 17.2 Waiver:

Any consent by Island Health to, or waiver of, a breach of this Agreement that you have committed, whether express or implied, shall not constitute a consent to, or waiver of any other different or subsequent breach.

### 17.3 Severability:

The invalidity or unenforceability of any provision of this Agreement or any covenant contained herein shall not affect the validity and enforceability of any other provision or covenant contained herein and any such invalid provision or covenant shall be deemed severable from the rest of the Agreement.

### 17.4 Notice:

Questions or comments regarding MyHealth should be directed to the MyHealth Help Desk at 1-800-249-1024.

### 17.5 Entire Agreement:

This is the entire Agreement between you and Island Health relating to your access and use of the MyHealth patient portal.